REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

APRIL 16, 2018

AGENDA

INFORMATION SESSION

Call to Order and Welcome at 8:00 a.m.

Prayer

Reports from Staff:

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

Comments from Scheduled Attendees:

Manager Flora Brown with the Fairview Farmer's Market
President Al Dixon, Jr., with RESTOR, Inc.
Sheriff Derrick Cunningham and Grant Writer Regina Walker
Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Chairman Dean

Pledge of Allegiance Led by Vice Chairman Walker

Call of Roll to Establish Quorum

Comments from Citizens

Presentation of the Minutes of the Regular Meeting of April 2, 2018

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Authorization of Manufacturer License to Applicant Lake Point Vineyard and Winery Located at 674 Lake Point Drive, Mathews, Alabama 36052, County Commission

2. Consider Authorization of Resolution regarding Professional Services for Economic Development Project Catalyst, County Commission

3. Consider Authorization of Resolution to Change the Time and Location of the May 7, 2018 County Commission Meeting to Weeping Willow Baptist Church, located at 2925 Forbes Drive, Montgomery, Alabama; the information session will begin at 5:00 p.m., with the formal session at 6:30 p.m., County Commission

4. Consider Authorization of Resolution regarding Cell Phone Policy in the Courthouses and Youth Facility, County Commissioner

5. Consider Authorization of Board Member Appointments, Montgomery City/County Public Library Board

6. Consider Authorization of Grant Application by Montessori School at Hampstead in the Amount of $5,000 to the Alabama 200 Bicentennial Commission, County Commission

7. Consider Authorization of Grant Application to the U.S. Department of Justice for the Technology Innovation for Public Safety Grant, Sheriff's Office

8. Consider Authorization of Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 5SHL for the Montgomery County Sheriff's Office (FY2015 - $639.13), Sheriff's Office

9. Consider Authorization of Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 5ICL for the Montgomery County Sheriff's Office (FY2015 - $1,211.14), Sheriff's Office

10. Consider Authorization of Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 5FSL for the Montgomery County Sheriff's Office (FY2015 - $25,462.43), Sheriff's Office

11. Consider Authorization of Agreement with Cornerstone/Norment Service & Supply regarding Security System Maintenance, Sheriff's Office

12. Consider Authorization of Agreement with Crosby Communications, LLC regarding Video Surveillance and Access Control Maintenance, Sheriff's Office

13. Consider Authorization of Amendment Number 2 to Contract with Graybar, regarding a One (1) Year Extension, beginning May 9, 2018 and ending on May 8, 2019, for Security Cameras, Contract Number 51965-16B-019, Information Systems Department

14. Consider Authorization of Cooperative Participation Agreement with the Alabama Secretary of State to Provide for Online Filing of Business and Non-Profit Entities, Probate Judge's Office

15. Consider Authorization of Proposal from Valbridge Property Advisors in the Amount of $1,800 regarding Appraisal of Property Owned by the Chemical Addictions Program, Inc., Located on Air Base Boulevard, County Commission

16. Consider Authorization of the Americans with Disability Act (ADA) Transition Plan Public Rights of Way and Parks, Risk Management

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

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

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

20. Consider Authorization of Bid Award to Gulf States Distributors for Leather and Accessories, Bid Number 52110-18B-008, Sheriff's Office

21. Consider Authorization of Final Pay Application from Stallings & Sons, Inc., for Montgomery County Administration Building and Courthouse Annex I Renovations of Sheriff's Offices, County Commission

22. Consider Authorization of Budget Change Request Number 16 in the Amount of $52,500 to Health Services, Inc., County Commission Appropriations

23. Consider Authorization of Budget Change Request Number 3, Engineering Department

24. Consider Authorization of Budget Change Request Number 2, Personnel Department

25. Consider Authorization of Position Fill Requests – Detention Facility (3)
    - Administrative Support Associate, Position Number 500013234
    - Corrections Officer Trainee, Position Number 500419106
    - Corrections Officer Trainee, Position Number 500419213

26. Consider Authorization of Position Fill Request – Engineering Department (1)
    - Retired RSA Employee/Professional, Position Number To Be Determined

27. Consider Authorization of Position Fill Request for College Intern or Retired RSA Employee/Clerical, Personnel Department (1)

28. Consider Authorization of Position Fill Request – Probate Judge's Office (1)
    - Customer Service Clerk, Position Number 750016035

29. Consider Authorization of Position Fill Request – Revenue Commissioner's Office (1)
    - Administrative Support Specialist, Position Number 800015014

30. Consider Authorization of Position Fill Requests – Sheriff's Office (2)
    - Deputy Sheriff (Part-Time), Position Number 550431004
    - Deputy Sheriff Sergeant, Position Number 550432034

31. Consider Authorization of Travel/Training Requests (4)

Reports from Staff:

Administrator
Deputy Administrator
County Engineer
County Attorney

Discussion Items by Commissioners

Adjourn

CALENDAR OF EVENTS

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 5:00 a.m. - Information Session 6:30 a.m. - Formal Session Weeping Willow Baptist Church 2925 Forbes Drive, Montgomery, AL
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)
JUNE 4, 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
JUNE 18, 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

AGENDA

APR 16 2018

4-16-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 3-30-18

Check Number	To	Check Number
276847		276902
Total Checks Paid		$123,716.81

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

AGENDA

APR 16 2018

4-16-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 3-30-18

Check Number	To	Check Number
276903		276970
Total Checks Paid		$208,464.06

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

AGENDA

APR 16 2018

4-16-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 4-6-18

Check Number	To	Check Number
276971		277030
Total Checks Paid		$597,804.14

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

AGENDA

APR 16 2018

4-16-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 4-6-18

Check Number	To	Check Number
277031		277105
Total Checks Paid		$260,965.59

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

AGENDA

APR 16 2018

4-16-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 4-6-18

Check Number	To	Check Number
277106		277124
Total Checks Paid		$72,020.00

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

AGENDA

APR 16 2018

4/16/18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 4/13/18

Payroll Check Number	129878	To	Payroll Check Number	129933	$	42,785.69
Direct Deposits					$	859,429.06
Payroll Check Number	129934	To	Payroll Check Number	129954	$	257,550.24
Direct Deposits					$	403,125.37
Federal Deposits					$	292,242.84
Total Payroll Paid					$	1,855,133.20

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

④ DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

AGENDA
APR 16 2018

March 19, 2018

MEMORANDUM

TO	:	Mr. Donald Mims, County Administrator Montgomery County Commission
FROM	:	Sheriff Derrick Cunningham Montgomery County Sheriff's Office
SUBJECT	:	Lake Point Vineyard and Winery 674 Lake Point Drive, Mathews, AL 36052 Manufacturer License

I have reviewed the attached application for Lake Point Vineyard and Winery. I have no objection to the approval of this Manufacturer license.

DC/crv

encls.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20180220145010988

Type License: 200 - MANUFACTURER **State:** $500.00 **County:** $500.00

Type License: **State:** **County:**

Trade Name: LAKE POINT VINEYARD AND WINERY LLC **Filing Fee:** $50.00

Applicant: LAKE POINT VINEYARD AND WINERY **Transfer Fee:**

Location Address: 674 LAKE POINT DRIVE MATHEWS, AL 36052

Mailing Address: 674 LAKE POINT DRIVE MATHEWS, AL 36052

County: MONTGOMERY **Tobacco sales:** NO **Tobacco Vending Machines:**

Type Ownership: LLC

Book, Page, or Document info: CORP 00359 PG0078-0080 2018

Date Incorporated: 01/02/2018 **State incorporated:** AL **County Incorporated:** MONTGOMERY

Date of Authority: 01/02/2018 **Alabama State Sales Tax ID:** R009756485

Federal Tax ID: 82-1444690

Name:	Title:	Date and Place of Birth:	Residence Address:
RITA G LEWIS 7034905 - AL	OWNER	06/19/1964 KANSAS	674 LAKE POINT DRIVE MATHEWS, AL 36092

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: RITA G LEWIS
Business Phone: 334-517-8334
Fax:

Home Phone: 334-517-8334
Cell Phone:
E-mail: RITALEWIS500@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

1.2

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20180220145010988

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: RITA G LEWIS 334-517-8334
What is lessors primary business? LANDLORD
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 600 Display Square Footage:
Building seating capacity: 16 Does Licensed premises include a patio area? YES
License Structure: ONE STORY License covers: ENTIRE STRUCTURE
Location is within: COUNTY Police protection: COUNTY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

1-3

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20180220145010988

Initial each **Signature page**

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Rita Lewis

Signature of Applicant:

Notary Name (print): Tiffany Williams

Notary Signature: Tiffany Williams Commission expires: 4.23.19

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

1-4

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20180220145010988

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Is the lessor involved in any way with the alcohol beverage business?: LESSOR IS THE OWNER

1-5

Receipt Confirmation Page

Receipt Confirmation Number: 20180220145010988

Application Payment Confirmation Number: 34141996

Payment Summary	
Payment Item	**Fee**
Application Fee for License 200	$50.00
Total Amount to be Charged	$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
200 - MANUFACTURER	$500.00	$500.00	$1,000.00
			$0.00
Total Amount to be Charged	$500.00	$500.00	$1,000.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 200 - MANUFACTURER
License Type 2:
License County: MONTGOMERY
Business Type: LLC
Trade Name: **LAKE POINT VINEYARD AND WINERY LLC**
Applicant Name: **LAKE POINT VINEYARD AND WINERY**
Location Address: 674 LAKE POINT DRIVE
MATHEWS, AL 36052
Mailing Address: 674 LAKE POINT DRIVE
MATHEWS, AL 36052
Contact Person: RITA G LEWIS
Contact Home Phone: 334-517-8334
Contact Business Phone: 334-517-8334
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

1-6

MTGY CO. COMMISSION
APR 11 '18 AM8:31

TO: MONTGOMERY COUNTY COMMISSION
101 S LAWRENCE ST
MONTGOMERY, AL 36104

choose to know
Montgomery Advertiser
montgomeryadvertiser.com

Daily-Montgomery, Montgomery County, AL

E-Verify#: DHS72179
PROOF OF PUBLICATION

State of Alabama

County of Montgomery:

Before the undersigned authority personally appeared Debbie Arbelo who on oath, says that she is a personal representative of the *Montgomery Advertiser*, a daily newspaper published in Montgomery, Alabama: that the attached copy of advertisement, being a Legal in the matter of:

NOTICENOTICEISHEREBYGIVENTHATAPPLICATIONHASBEENI

Ad Number: 0002838726

Was published in said newspaper in the issue(s) of:

04/09/18

Affiant further says that the said *Montgomery Advertiser* is a newspaper published in said Montgomery County, Alabama, and that the said newspaper has heretofore been published in said Montgomery County, Alabama, and has been entered as second class matter at the Post Office in saidMontgomery County, Alabama, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Now due on said account is $85.26

Subscribed and sworn to before me this 9th day of April 2018 by Debbie Arbelo who is personally known to me.

Debbie Arbelo Affiant

Shalawn Williams Notary Public

SHALAWN WILLIAMS
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES NOV. 18, 2020

NOTICE
Notice is hereby given that application has been made to the Montgomery County Commission, Montgomery, Alabama, for approval of a permit for the sale of liquor at this location, namely:
NAME: LAKE POINT VINEYARD AND WINERY
ADDRESS: 674 LAKE POINT DRIVE, MATHEWS, AL 36052
AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET BEFORE THE COUNTY COMMISSION AT:
9:30 A.M. APRIL 16, 2018
in the Montgomery County Courthouse and Administrative Building Annex III, 101 South Lawrence Street, 1st Floor, Commission Chambers, Montgomery, Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by Communication addressed to the Montgomery County Commission.
Donald L. Mims, County Administrator
Montgomery County Commission
Mont. Adv. 4/9/2018
0002838726

NOTICENOTICEISHEREBYGIVENTHATAPPLICATIONHA:

1-7

AGENDA

APR 16 2018

RESOLUTION

WHEREAS, Montgomery County (the "County") is pursuing an economic development project known as Project Catalyst (herein referred to as "the Project"); and

WHEREAS, the County anticipates that the construction and development of the Project will require the formation of a cooperative district under Section 11-99B-1 et seq., Code of Alabama (1975) (the "District");

WHEREAS, by resolution duly adopted on February 20, 2018, the County levied a rental tax to provide financial support for the Project, which will likely be provided in the form of a bond issuance by the County (the "Bond Issuance"); and

WHEREAS, the County requires professional services in connection with the Project, the formation of the Cooperative District, and the Bond Issuance, including (but not limited to) legal assistance with negotiation and drafting of various documents and underwriting assistance with the Bond Issuance (collectively, the "Professional Services");

NOW, THEREFORE, BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION (the "Commission") as follows:

SECTION 1 AUTHORIZATION. The Commission does hereby grant its Chairman the authority to negotiate and subsequently approve, authorize, ratify and confirm, on behalf of the Commission, engagement letters to provide the Professional Services from Balch & Bingham LLP, Stifel, Nicolaus & Company, Incorporated, and Liberty Bank and Trust (collectively, the "Engagement Letters"). Such approval shall be denoted by his signature to be placed on the Engagement Letters, and such signature shall be conclusive proof of the County's intention to approve, authorize, ratify and confirm such documents.

RESOLVED on this the ___ of April, 2018.

MONTGOMERY COUNTY COMMISSION

By:______________________________
Chairman

ATTEST:

____
Administrator

2-1

CERTIFICATE OF COUNTY ADMINISTRATOR

I, Donald Mims do hereby certify that I am the duly appointed, qualified and acting County Administrator of Montgomery County, Alabama (the "County"). I do further certify that the attached pages constitute a complete, verbatim and compared copy of a resolution adopted on April ___, 2018, at duly noticed and held meeting of the County Commission of the County, at which a quorum was present and voting throughout, pertaining to the matters therein set out; and said resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as County Administrator of the County and have affixed its official seal hereto, this __ day of April, 2018.

____
County Administrator of Montgomery County, Alabama

[S E A L]

2-2

AGENDA

APR 16 2018

RESOLUTION

WHEREAS, the County Commission wishes to host a regular meeting in each commission district in 2018; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the May 7, 2018 meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to Weeping Willow Baptist Church, which is located at 2925 Forbes Drive, Montgomery, Alabama. The information session will begin at 5:00 p.m. with the formal session at 6:30 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location and time as stated above for the May 7, 2018 meeting.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 16th day of April, 2018.

BY: ______________________

Chairman

ATTEST: ______________________

County Administrator

3-1

AGENDA

APR 16 2018

RESOLUTION

WHEREAS, on April 2, 2018, the Judges of the Fifteenth Judicial Circuit presented an Administrative Order dated April 2, 2018 (attached are copies of the Administrative Order and Other Related Documents); and

WHEREAS, the Administrative Order states "Beginning April 2, 2018, no person, other than persons working in the various courthouses, law enforcement officers, and members of the media with credentials may bring a cell phone in to the Courthouses of Montgomery County. This Order applies to all Courthouses, including the Youth Facility. Lawyers who present proper identification are exempted from this rule. Any other person who desires to be exempted on a temporary basis from this rule may make written application to the Court using the form provided. Permission for a temporary exemption must be approved in writing by the Presiding Circuit Court Judge or his designee. The Sheriff or his designee shall have the responsibility of enforcing this Order at the various entries to the courthouses"; and

WHEREAS, the Judges requested that the County Commission approve a policy regarding cell phones in Courthouses and the Youth Facility; and

WHEREAS, after discussion, the Commission agreed to place on their next agenda a Resolution authorizing a policy regarding cell phone use in Courthouses and the Youth Facility,

NOW THEREFORE BE IT RESOLVED that the Montgomery County Commission does hereby adopt this resolution, authorizing a cell phone policy as outlined in the Administrative Order.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 16th day of April, 2018.

4-1

Administrative Order
April 2, 2018

Beginning April 2, 2018, no person, other than persons working in the various courthouses, law enforcement officers, and members of the media with credentials may bring a cell phone in to the Courthouses of Montgomery County. This Order applies to all Courthouses, including the Youth Facility. Lawyers who present proper identification are exempted from this rule. Any other person who desires to be exempted on a temporary basis from this rule may make written application to the Court using the form provided. Permission for a temporary exemption must be approved in writing by the Presiding Circuit Court Judge or his designee. The Sheriff or his designee shall have the responsibility of enforcing this Order at the various entries to the courthouses.

DONE this the _______ day of _____________, ________.

____
HON. JOHNNY HARDWICK
PRESIDING JUDGE, 15TH JUDICIAL CIRCUIT

NO CELL PHONES ALLOWED

NO ONE MAY BRING A CELL PHONE INTO THIS COURTHOUSE WITHOUT PRIOR APPROVAL FROM OFFICERS OF THE COURT. PERSONS NOT EXEMPTED FROM BRINGING A CELL PHONE INTO THE COURTHOUSE WILL BE ESCORTED FROM THE COURTHOUSE.

ANYONE ENTERING THE COURTHOUSE IS SUBJECT TO BEING SEARCHED.

Administrative Order
April 2, 2018

Beginning April 2, 2018, no person, other than persons working in the various courthouses, law enforcement officers, and members of the media with credentials may bring a cell phone in to the Courthouses of Montgomery County. This Order applies to all Courthouses, including the Youth Facility. Lawyers who present proper identification are exempted from this rule. Any other person who desires to be exempted on a temporary basis from this rule may make written application to the Court using the form provided. Permission for a temporary exemption must be approved in writing by the Presiding Circuit Court Judge or his designee. The Sheriff or his designee shall have the responsibility of enforcing this Order at the various entries to the courthouses.

DONE this the ______ day of ____________, ________.

____
HON. JOHNNY HARDWICK
PRESIDING JUDGE, 15TH JUDICIAL CIRCUIT

4-3

AUTHORIZATION FOR CELL PHONE POSSESSION IN THE MONTGOMERY COUNTY COURTHOUSE

_______________ IS ALLOWED TO BRING A CELL PHONE INTO THE COURTHOUSE ON THE FOLLOWING DATES:

FROM ___________ UNTIL _____________, ________

____
DERRICK CUNNINGHAM
SHERIFF, MONTGOMERY COUNTY, ALABAMA

4-4

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
APR 16 2018

April 12, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Board Member Appointments to the Montgomery City/County Public Library Board

The Montgomery County Commission, at its meeting on March 16, 2018, agreed to place on the next agenda the following reappointments to the Montgomery City/County Public Library Board: Gary Burton for a term expiring June 1, 2022; and Betsy Atkins and Janice Franklin for terms expiring June 1, 2021. The Commission also agreed to consider the appointment of Phill Johnson to replace Catherine Wright, for a term expiring June 1, 2022.

I am requesting approval of these appointments.

DLM/tn

Attachment

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

March 29, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Board Member Appointments to the Montgomery City/County Public Library Board

The term of Gary Burton will expire June 1, 2018 as a member of the Montgomery City/County Public Library. Catherine Wright has resigned from the board. The terms of Betsy Atkins and Janice Franklin have expired.

We will be discussing these appointments at Monday's meeting.

DLM/tn

Attachment

Montgomery City-County Public Library
Board of Trustees
2017 Directory

Patina Moss
County Appointment
2856 S. Colonial Drive
Montgomery, AL 36111
Phone W #229-7529
Cell #324-0380
pmosslib@yahoo.com
Term Expires: June 21, 2020

* **Catherine Wright**
County Appointment
3865 Colline Drive
Montgomery, AL 36106
Phone W #420-4252 H# 277-9956
Cell # 315-6854
cwright@trenholmstate.edu
Term Expires: June 1, 2018

Joseph D. Trimble
County Appointment
512 Martha Street
Montgomery, AL 36104
Phone H #263-4989; C# 235-8225
jsph_trimble@yahoo.com
Term Expires: June 1, 2019

* **Gary Burton, Vice President**
County Appointment
13812 U.S. Hwy 31
Hope Hull, AL 36043-5104
Phone H #288-7414
Phone W #281-9439
Cell #315-2235 Fax #281-9419
garyburton1@charter.net
Term Expires: June 1, 2018

Amy Clark Knudsen
County Appointment
Commercial Division
3500 Eastern Boulevard
Montgomery, AL 36116-1781
Phone W #244-2587
Cell #549-5005 (Preferred Contact)
amy.knudsen@aronov.com
Term Expires: June 1, 2020

Katie Bell, President
City Appointment
3613 Winterset Court
Montgomery, AL 36111-3361
Phone H #284-1800
Cell #318-1509
Fax #284-4002
katierb@charter.net
Term Expires: June 1, 2020

ShaKenya Calhoun
City Appointment
4155 Lomac Street, Ste. G
Montgomery, AL 36106
Phone W #272-4400
shakenyac@aol.com
Term expires: September 21, 2017

Michael Fritz
City Appointment
25 South Court Street, Suite 200
Montgomery, AL 36109-2344
mfritzjd@hotmail.com

Term Expires: June 1, 2017

Courtney Williams
City Appointment
P.O. Box 2069
Montgomery, AL 36102-2069
Phone W #241-8054
Fax W #241-8254
mcw@chlaw.com
Term Expires: September 21, 2016

Janet Waller, Secretary
City Appointment
2307 Allendale Place
Montgomery, AL 36111-1636
Phone H #264-8923
*Cell #504-250-1219
jmwaller7@gmail.com
Term Expires: September 21, 2018

* **Betsy Atkins**
County Appointment
201 Laurel Springs Court
Pike Road, AL 36064
Phone H #260-0998
Betsy@goakd.com
Term Expires: June 1, 2017

* **Janice Franklin, Ph D**
County Appointment
4424 Woodcrest Drive
Montgomery, AL 36108
Phone H #288-9153
Office: #229-4106
jfranklin@alasu.edu
Term Expires: June 1, 2017

Mary McLemore
President, Friends of the Library
122 Laurelwood Drive
Pike Road, AL 36064-2213
Phone H #277-0039 Cell #652-8285
marymclemore@fastmail.com

Vanzetta Penn McPherson
President, Library Foundation
321 N. Anton Drive
Montgomery, AL 36105-2112
Phone H #834-9636
Cell #462-6696
judgemcpherson@knology.net

Jaunita Owes, Library Director
City-County Public Library
P.O. Box 1950
245 High Street
Montgomery, AL 36102-1950
Phone #240-4300
Fax #240-4977
jowes@mccpl.lib.al.us

Adam Muhlendorf
City Appointment
3361 Boxwood Drive
Montgomery, AL 36111
Office #334-625-0175
Cell #202-641-6216
adam@longleafstrategies.com
Term expires: June 1, 2019

Chester Mallory, Treasurer
City Appointment
P.O. Box 6056
Montgomery, AL 36106-0056
Phone W #262-7773
Cell #303-4802
cmallory@mindspring.com
Term expires: September 21, 2018

VACANT
City Appointment

Term expires: September 21, 2019

Karen L. Preuss, Asst. Director
City-County Public Library
P.O. Box 1950
245 High Street
Montgomery, AL 36102-1950
Phone #240-4300
Fax #240-4977
kpreuss@mccpl.lib.al.us

Library Home Page http://www.mccpl.lib.al.us

4 year terms

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN
DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

MONTGOMERY COUNTY ALABAMA EST. 1816

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AGENDA
APR 16 2018

April 12, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: 200 Alabama Bicentennial Grant Program

The Montgomery County Commission, at its meeting on April 2, 2018, agreed to place on the next agenda the authorization of a Grant Application by Montessori School at Hampstead in the amount of $5,000 to the Alabama 200 Bicentennial Commission. These grant funds would be used to produce and perform a theatrical production about the history of Alabama's ten most important cities. Specifically, the students would produce, direct and perform a three act play that focuses on the unique characteristics, historical significance, prominent people and cultural significance of various cities throughout the State of Alabama.

I am requesting approval of this Grant Application.

DLM/tn

March 30, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: 200 Alabama Bicentennial Grant Program

At its January 22, 2018 meeting, the Montgomery County Commission adopted a Resolution endorsing the efforts of the Alabama Bicentennial Commission and authorizing the establishment of a Community Celebration Committee to observe and commemorate the Bicentennial of the State of Alabama.

There is a 200 Alabama Bicentennial Grant Program that requires the Community Celebration Committee to recommend to the County Commission a grantee for a $5,000 County grant. The Community Celebration Committee recently met and recommends that the grant be awarded to the Montessori School at Hampstead. These grant funds would be used to produce and perform a theatrical production about the history of Alabama's ten most important cities. Specifically, the students would produce, direct and perform a three act play that focuses on the unique characteristics, historical significance, prominent people and cultural significance of various cities throughout the State of Alabama.

I am requesting that the County Commission place on the next agenda the approval for Montessori School at Hampstead to receive the grant in the amount of $5,000.

Should you have any questions, please contact me.

DLM/tn

6.2

DERRICK CUNNINGHAM

SHERIFF OF MONTGOMERY COUNTY

AGENDA

APR 16 2018

Kevin J. Murphy
CHIEF DEPUTY

Colonel WanDa J. robinson
DIRECTOR OF DETENTION

MEMORANDUM

To: Elton Dean, Chair, Montgomery County Commission

From: Regina Walker, Grant Manager, Montgomery County Sheriff's Office RW

Subject: Technology Innovation for Public Safety Grant (TIPS)

Date: April 10, 2018

The Montgomery County Sheriff's Office will submit an application to the U.S. Department of Justice for the Technology Innovation for Public Safety Grant. There are no matching funds required for this grant. If funded, this project will utilize innovative technology strategies to address and decrease crime in the Montgomery area.

We will work with our current records management system software designers to develop a Web-Based data-sharing portal that will allow the sharing of public information across law enforcement agencies with identified partnerships to address specific local, state and regional crime problems.

RW/dc

cc: Derrick Cunningham, Sheriff

7-1

DERRICK CUNNINGHAM

SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

AGENDA

APR 16 2018

April 4, 2018

MEMORANDUM

TO	:	Mr. Elton N. Dean, Sr., Chairman Montgomery County Commission
FROM	:	Sheriff Derrick Cunningham Montgomery County Sheriff's Office
SUBJECT	:	Homeland Security Grant 5SHL Grant - $639.13

Please find attached a Cooperative Agreement for the above referenced grant. Please place on the next agenda and have Mr. Dean sign where indicated once approved by the Commission.

If you have any questions, please do not hesitate to contact me or my Administrative Assistant, Christie, at extension 7106.

DC/crv

encls.

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

8.1

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

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		**2. Issuing Office & Address:** Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2015	**4. Amount of:** Federal: $639.13 Total: $639.13	**5. Effective Dates** Begin: 3/27/2018 End: 5/1/2018	**6. Award Number:** 5SHL

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 2015 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 must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. 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 Federal 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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CFDA TITLE: Homeland Security Grant Program
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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 US DHS Financial Guide 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 US DHS Financial Guide 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
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14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Sub-Grantee and the Equipment Recipient or 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 or 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 or Sub-Recipient.

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

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

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

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

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COOPERATIVE AGREEMENT
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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.

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 U.S. 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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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.

c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with ALEA. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA, ALEA) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the award (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (ALEA). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for the space. Please note that the award can only be charged for the portion of rental costs in accordance with the above requirements. The award cannot be used for mortgage payments, as this is unallowable.

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 2003 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 FY16 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY16 Homeland Security Grant Program funding.

a. The Sub-Grantee of FY16 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.

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STATE HOMELAND SECURITY GRANT PROGRAM
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30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient or 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 US DHS Homeland Security Grant 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 US 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. Metropolitan Medical Response System (MMRS):

a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS Sub-Grantees are to:

- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
- Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework.
- Promote sub-State regional coordination of mutual aid with neighboring localities.
- Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events.
- Validate the Sub-Grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
- Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
- Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard.
- Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible.
- Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained.
- Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments.

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COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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b. Budget detail worksheets will document program expenses as prescribed in other sections of the Homeland Security Grant Program guidance. Budget detail worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.

33. 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.

34. 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.

35. 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. MMRS funds may not be used for any type of construction.

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

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

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CFDA#: 97.067.

CERTIFICATION BY THE SUB-GRANTEE

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

Name: Derrick Cunningham

Title: Sheriff

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

Phone Number: 334.832.1646

Fax Number: 334.832.7113

Mobile Number: 334.850.1329

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

Signature: [signature] Date: 04.04.2018

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., Montgomery, AL 36104

Phone Number: 334.832.1210

Signature: Date:

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

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

Name:

Title, Agency, Agency Address, Phone Number:

Signature: Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Hal Taylor

Title: Secretary, Alabama Law Enforcement Agency

Signature: Hal Taylor Date: 4/3/18

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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 CFR --

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

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

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

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

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

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --
  (a) The dangers of drug abuse in the workplace;
  (b) The grantee's policy of maintaining a drug-free workplace;
  (c) Any available drug counseling, rehabilitation and employee assistance programs, and
  (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

  (a) Abide by the terms of the statement; and
  (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

  (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

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

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

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending	

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

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

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

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

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

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

Form Completed By
Name: Elton N. Dean, Sr. Title: Chairman

Signature:

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DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

AGENDA
APR 16 2018

April 4, 2018

MEMORANDUM

TO	:	Mr. Elton N. Dean, Sr., Chairman Montgomery County Commission
FROM	:	Sheriff Derrick Cunningham Montgomery County Sheriff's Office
SUBJECT	:	Homeland Security Grant 5ICL Grant - $1,211.14

Please find attached a Cooperative Agreement for the above referenced grant. Please place on the next agenda and have Mr. Dean sign where indicated once approved by the Commission.

If you have any questions, please do not hesitate to contact me or my Administrative Assistant, Christie, at extension 7106.

DC/crv

encls.

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

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CFDA TITLE: Homeland Security Grant Program
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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
2015</td><td>4. Amount of:
Federal: $1,211.14
Total: $1,211.14</td><td>5. Effective Dates
Begin: 3/27/2018
End: 6/1/2018</td><td>6. Award Number:
5ICL</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 2015 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 must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. 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 Federal 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
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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 US DHS Financial Guide 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 US DHS Financial Guide 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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14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Sub-Grantee and the Equipment Recipient or 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 or 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 or Sub-Recipient.

b. The federal procedures for managing equipment will be the responsibility of the Sub-Grantee. 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: 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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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.

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 U.S. 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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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.

c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with ALEA. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA, ALEA) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the award (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (ALEA). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for the space. Please note that the award can only be charged for the portion of rental costs in accordance with the above requirements. The award cannot be used for mortgage payments, as this is unallowable.

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 2003 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 FY16 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY16 Homeland Security Grant Program funding.

a. The Sub-Grantee of FY16 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.

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30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient or 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 US DHS Homeland Security Grant 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 US 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. Metropolitan Medical Response System (MMRS):

a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS Sub-Grantees are to:

- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
- Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework.
- Promote sub-State regional coordination of mutual aid with neighboring localities.
- Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events.
- Validate the Sub-Grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
- Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
- Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard.
- Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible.
- Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained.
- Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments.

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b. Budget detail worksheets will document program expenses as prescribed in other sections of the Homeland Security Grant Program guidance. Budget detail worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.

33. 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.

34. 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.

35. 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. MMRS funds may not be used for any type of construction.

36. Reporting Requirement: The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifth teen (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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37. Civil Rights Act of 1964-Title VI: All Sub-Grantees and Sub-Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Regulations for implementation of the act can be found at 6 C.F.R., Part 21 and 44 C.F.R. Part 7.

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CERTIFICATION BY THE SUB-GRANTEE

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

Name: Derrick Cunningham

Title: Sheriff

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

Phone Number: 334.832.1646

Fax Number: 334.832.7113

Mobile Number: 334.850.1329

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

Signature: Date: 04.04.2018

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., Montgomery, AL 36104

Phone Number: 334.832.1210

Signature: Date:

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

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

Name:

Title, Agency, Agency Address, Phone Number:

Signature: Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Hal Taylor

Title: Secretary, Alabama Law Enforcement Agency

Signature: Hal Taylor Date: 4/3/18

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

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

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

   A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

   B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

   C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

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

   A. The applicant certifies that it and its principals:

      (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

      (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

      (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

      (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

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

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

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

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

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --
 (a) The dangers of drug abuse in the workplace;
 (b) The grantee's policy of maintaining a drug-free workplace;
 (c) Any available drug counseling, rehabilitation and employee assistance programs, and
 (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

 (a) Abide by the terms of the statement; and
 (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

 (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

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

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

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending	

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

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

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

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

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

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

Form Completed By
Name: Elton N. Dean, Sr. Title: Chairman

Signature:

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DERRICK CUNNINGHAM

SHERIFF OF MONTGOMERY COUNTY

AGENDA

APR 16 2018

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

April 4, 2018

MEMORANDUM

TO	:	Mr. Elton N. Dean, Sr., Chairman Montgomery County Commission
FROM	:	Sheriff Derrick Cunningham Montgomery County Sheriff's Office
SUBJECT	:	Homeland Security Grant 5FSL Grant - $25,462.43

Please find attached a Cooperative Agreement for the above referenced grant. Please place on the next agenda and have Mr. Dean sign where indicated once approved by the Commission.

If you have any questions, please do not hesitate to contact me or my Administrative Assistant, Christie, at extension 7106.

DC/crv

encls.

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

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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
2015</td><td>4. Amount of:
Federal: $25,462.43
Total: $25,462.43</td><td>5. Effective Dates
Begin: 3/27/2018
End: 6/1/2018</td><td>6. Award Number:
5FSL</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 2015 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 must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. 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 Federal 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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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 US DHS Financial Guide 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 US DHS Financial Guide 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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CFDA TITLE: Homeland Security Grant Program
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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 or 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 or 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 or Sub-Recipient.

b. The federal procedures for managing equipment will be the responsibility of the Sub-Grantee. 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: 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.

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 U.S. 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.

c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with ALEA. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA, ALEA) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the award (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (ALEA). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for the space. Please note that the award can only be charged for the portion of rental costs in accordance with the above requirements. The award cannot be used for mortgage payments, as this is unallowable.

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 2003 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 FY16 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY16 Homeland Security Grant Program funding.

a. The Sub-Grantee of FY16 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.

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COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient or 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 US DHS Homeland Security Grant 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 US 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. Metropolitan Medical Response System (MMRS):

a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS Sub-Grantees are to:

- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
- Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework.
- Promote sub-State regional coordination of mutual aid with neighboring localities.
- Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events.
- Validate the Sub-Grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
- Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
- Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard.
- Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible.
- Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained.
- Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments.

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CERTIFICATION BY THE SUB-GRANTEE

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

Name: Derrick Cunningham

Title: Sheriff

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

Phone Number: 334.832.1646

Fax Number: 334.832.7113

Mobile Number: 334.850.1329

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

Signature: Date: 04.04.2018

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., Montgomery, AL 36104

Phone Number: 334.832.1210

Signature: Date:

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

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

Name:

Title, Agency, Agency Address, Phone Number:

Signature: Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Hal Taylor

Title: Secretary, Alabama Law Enforcement Agency

Signature: Hal Taylor Date: 4/3/18

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CFDA TITLE: Homeland Security Grant Program
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CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

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

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

   A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

   B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

   C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

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

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

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

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

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

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --
(a) The dangers of drug abuse in the workplace;
(b) The grantee's policy of maintaining a drug-free workplace;
(c) Any available drug counseling, rehabilitation and employee assistance programs, and
(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

(a) Abide by the terms of the statement; and
(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- **APPLICABLE TO SUB-GRANTEES RECEIVING $50,000 OR MORE.**
As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for sub-grantees --

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

b. Budget detail worksheets will document program expenses as prescribed in other sections of the Homeland Security Grant Program guidance. Budget detail worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.

33. 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.

34. 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.

35. 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. MMRS funds may not be used for any type of construction.

36. Reporting Requirement: The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifth teen (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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37. Civil Rights Act of 1964-Title VI: All Sub-Grantees and Sub-Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Regulations for implementation of the act can be found at 6 C.F.R., Part 21 and 44 C.F.R. Part 7.

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CFDA TITLE: Homeland Security Grant Program
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ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending	

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

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

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

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

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

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

Form Completed By
Name: Elton N. Dean, Sr. Title: Chairman

Signature:

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AGENDA

APR 16 2018

March 28, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator

SUBJECT: Security System Maintenance Agreement

Please find attached a contract with Cornerstone/Norment to provide maintenance of the security systems described in Attachment B, excluding the optional items. The IS Department negotiated the three-year agreement with the approval of Sheriff Cunningham.

I request that the Cornerstone/Norment contract be placed on a future agenda for approval.

11-1

CORNERSTONE
SERVICE & SUPPLY

Norment trentech ECS EO Integrated Systems, Inc.

TO:	Montgomery County Commission	From:	Norment Security Group Cornerstone Service & Supply
(Customer)	PO Box 1667 Montgomery, AL 36102	(Contractor)	621 Poole Drive Garner, NC 27529

Facility Location:	Montgomery County Sheriff's Department 250 S. McDonough St. Montgomery, AL 36104	Proposal No.:	03162018MGM
		Proposal Date:	03/16/2018

Cornerstone Service Agreement Terms and Conditions

SCOPE AND DEFINITION OF SERVICES: The services provided shall be those indicated on the face hereof or as set forth in Attachment "A". Cornerstone / Norment herein is referred to as "Contractor".

Cornerstone / Norment (The Contractor) will furnish its services as an independent contractor and not as an employee of Customer. It is agreed that the Contractor will take reasonable care and precautions in the performance of its work, and that Customer will maintain all necessary and required insurance coverage to protect itself against damage or injury to persons or property. **EXECUTION OF THIS CONTRACT SUPERCEEDS ALL PREVIOUS EXTENSIONS.**

COVERAGE:

1. Base Contract as described in Attachment "A"

   - 24/7/365 support of all covered systems.
   - Response time as appropriate for critical outages.
   - Telephone technical support with direct access to our after-hours on-call technician via Cornerstone's 24-hour emergency service phone number.
   - Priority service over noncontract Customers.
   - Repair parts for the covered systems. If the repair parts for the systems covered under this agreement become unavailable, or the systems become obsolete or unserviceable, Norment will provide the customer with a replacement proposal.
   - Reduced labor rates.

2. Preventive Maintenance Inspections as per Attachment "B" of this agreement

11-2

EXCLUSIONS:

1. Replacement for obsolete parts are not included as part of this service agreement. If parts are required, they will be charged at a discount from the Manufacturer's list price (if discounts are available to the Contractor).
2. The Contractor will not warrant materials provided by others under this agreement.

TERM: The commencement date of this Agreement shall be on the first day of the month following acceptance of this agreement and shall be for an initial term of 3 Years. The Agreement shall be automatically renewed at the end of each contract year unless terminated by either party by giving notice to the other at least ninety (90) days prior to the end of the then current year.

PAYMENT: The Institution shall pay to the Contractor the total base price as illustrated in the payment table below. As part of this Agreement, for labor and material required outside of the scope of services in Attachment "A", Customer will be billed at an hourly straight time rate of $125 per hour plus material and related travel costs. In any case, all extra work, material or labor required or requested beyond base price scope shall require specific authorization. Customer agrees to make payment of invoices for the base price services as well as for any invoices representing work outside the base scope outline in Attachment "A" within thirty (30) days of the date of the Invoice. The Contractor reserves its right to suspend services until delinquent payments have been made.

Service Rates: In the event that services outside the scope of this agreement require additional labor, the additional labor hours will be billed at a rate of $125.00 per hour for Contract Customers. Weekends, holidays, and after hour service call rates for services outside the scope of this agreement shall be calculated at 1.5 times the billed rate.

Year 1: 05-01-2018 to 04-30-2019, Year 2: 05-01-2019 to 04-30-2020, Year 3: 05-01-2020 to 04-30-2021

Term	Annual Cost	HMI Upgrade Discount	Annual Cost with HMI Discount	Optional Cost without Card Access or CCTV Coverage
Year 1	$ 266,829.30	$ 21,930.80	$ 244,898.50	$ 199,537.52
Year 2	$ 274,834.18	$ 14,620.00	$ 260,214.18	$ 213,492.37
Year 3	$ 283,079.20	$ 7,310.00	$ 275,769.20	$ 227,645.74

BASE CONTRACT SERVICE RATES

*** Purchase of the proposed Operator Terminal upgrade for Jail 1 and Jail 2.

Failure to pay any amount due within sixty (60) days shall be constitute a suspension of services and further obligations under this Agreement until payment is remedied.

TAXES: Customer shall bear the cost of any sales, use, excise or other tax applicable to the services provided hereunder.

ACCESS: Customer agrees to provide free access to the systems and equipment to be maintained, and to provide the necessary equipment to reach inaccessible equipment and peripheral devices (e.g. scaffolding, man lifts etc.). The Contractor shall be provided a safe work place for its personnel.

FORCE MAJEURE: The Contractor shall not be responsible for failure to render service due to causes beyond its control including but not limited to lack of payment, work stoppages, fires, civil disobedience, riots, rebellions, acts of God and other similar occurrences where the safety of personnel cannot be maintained.

DEFAULT: If the Customer fails to perform any of the terms of this Agreement and the failure continues for more than thirty (30) days after written notice; or if Customer's occupational business license shall terminate for any reason ; the Customer shall become insolvent or file bankruptcy; or make any assignment of this Agreement without the Contractor's consent, then the Contractor shall have the right to terminate the Agreement for default which shall be effective thirty (30) days after written notice of such termination.

INDEMNIFICATION: Customer shall indemnify and hold the Contractor harmless from any and all claims resulting from the services provided under this Agreement except where such claims result from the sole negligence of the Contractor.

LIMITATION OF LIABILITY: In no event shall the Contractor be liable for any special, indirect, incidental or consequential damages whatsoever.

TERMINATION: Either party shall have the right to terminate their obligations under this Agreement at the end of each contract year provided that the party terminating the Agreement shall provide ninety (90) days written notice prior to the end of the then current year. The Contractor shall be paid in full for all work performed and costs incurred prior to the date of termination.

Dispute Resolution: IF A DISPUTE ARISES OUT OF OR RELATES TO THIS AGREEMENT OR ITS BREACH, THE PARTIES SHALL ENDEAVOR TO SETTLE THE DISPUTE FIRST THROUGH DIRECT DISCUSSIONS AND NEGOTIATIONS. IF THE DISPUTE CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS OR NEGOTIATIONS, THE PARTIES SHALL ENDEAVOR TO SETTLE THE DISPUTE BY NON-BINDING MEDIATION. THE LOCATION OF THE MEDIATION SHALL BE MONTGOMERY, ALABAMA. EITHER PARTY MAY TERMINATE THE MEDIATION AT ANY TIME AFTER THE SESSION, BUT THE DECISION TO TERMINATE MUST BE DELIVERED IN PERSON TO THE OTHER PARTY AND THE MEDIATOR. ENGAGING IN MEDIATION IS A CONDITION PRECEDENT TO ANY OTHER FORM OF BINDING DISPUTE RESOLUTION. IF THE PARTIES CANNOT AGREE ON A MUTUAL RESOLUTION THEN ANY DISPUTES NOT RESOLVED BY MEDIATION SHALL BE DECIDED IN THE CIRCUIT COURT OF MONTGOMERY

11-4

COUNTY, ALABAMA AND GOVERNED BY THE LAWS OF THE STATE OF ALABAMA BETWEEN THE MONTGOMERY COUNTY COMMISSION AND THE CONTRACTOR.

CONTRACT CHANGES: NEW PROJECTS THAT ADD EQUIPMENT TO THE COUNTY INVENTORY THAT REQUIRE MAINTENANCE, WILL BE ADDED TO THE MAINTENANCE CONTRACT UPON A NEGOTIATED CHANGE ORDER VALUE.

GOVERNING LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

ENTIRETY OF AGREEMENT: This Agreement is the entire and exclusive agreement for the services to be provided herein. This Agreement supersedes and otherwise renders null and void any prior written or oral agreements entered into with respect to the services provided herein. This Agreement shall only be modified in a writing signed by both parties.

Montgomery County Commission
Approved by Authorized Representative

Date: ___________________

Signature: ________________________

Print Name: _______________________

Title: _____________________________

Cornerstone / Norment Service & Supply
Approved by Authorized Representative

Date: ___________________

Signature: ________________________

Print Name: _______________________

Title: _____________________________

Proposal No.: 03162018MGM

Date: 03/16/2018

11-5

Proposal No.: 03162018MGM
Date: 03/16/2018

ATTACHMENT "A"

Maintenance Agreement Options

Base Contract **(INCLUDED)**

- 24/7/365 support of all covered systems.
- Response time as appropriate for critical outages.
- Telephone technical support with direct access to our after-hours on-call technician via Cornerstone's 24-hour emergency service phone number.
- Priority service over noncontact Customers.
- Discounted pricing for all material purchases
- Reduced labor rates.

Repair Parts Coverage - Electronics **(INCLUDED)**

Repair parts for the covered electronic systems. If the repair parts for the systems covered under this agreement become unavailable, or the systems become obsolete or unserviceable, Norment will provide the customer with a replacement proposal.

Repair Parts Coverage – Security Hardware **(INCLUDED)**

Repair parts for the covered security locking hardware (**no** commercial hardware, roll-up doors, or exterior gates included). If the repair parts for hardware covered under this agreement become unavailable, or become obsolete or unserviceable, Norment will provide the customer with a replacement proposal.

Electronic Preventive Maintenance: **(INCLUDED)**

Perform thorough cleaning, testing, and servicing of all door control equipment, to include PLC, touch screens, computers, and equipment cabinets located throughout the facility.

Hard-line Preventive Maintenance: **(INCLUDED)**

Norment will perform preventive maintenance on the Slider and Swing Door devices throughout the facility on an as needed basis. We will clean and lubricate, perform visual inspections, align and replace parts as needed to ensure proper operation of devices.

Buildings Covered Under This Agreement:

New Jail, Old Jail, Courthouse, Parking Deck, Lawrence Street Parking, Revenue Department, Annex I, Annex II, Annex III, Community Corrections, Carnegie Building, Youth Facility (Card Access Only), Training Facility, Warehouse, Pike Road Substation/Kiosk, Pine Level Kiosk, K-9 Facility/Kiosk, Ramer Substation Kiosk, Probate / Revenue Offices.

11-6

Proposal No.: 03162018MGM
Date: 03/16/2018

ATTACHMENT "B"

This Attachment is a part of and in addition to the System Maintenance Agreement between Cornerstone / Norment Service & Supply and Montgomery County Commission, dated 12/14/2017.

A. Systems covered under this Maintenance Agreement are:

1) PLC
2) Touch Screen
3) Intercom
4) CCTV (Optional)
5) Emergency Phone Kiosk
6) Courthouse Barrier Gates
7) Jail 1&2 Camera Switching System
8) Hard-line swing doors and slider devices with hardware (Detention and Card Access Doors Only)
9) Card Access Systems (Optional)
10) UPS Replacement Batteries (Independent UPS units, not building UPS systems)
11) Video Visitation Systems

Note: Except for the video visitation server, no other video servers, workstations, or network switches are included as the County has elected to provide those materials and maintain them. The OnSSI Video Management System Software StayCurrent Program (SCP) is not included in this contract. It is part of the Video System upgrade and invoiced separately. Future new and replacement devices and systems not purchased through Norment Security group are not covered by this contract. This includes devices and systems installed since March 2015 that were not purchased through and installed by Norment Security Group.

B. The services provided under this agreement are:

1) **Preventive Maintenance Inspection (PMI) (New Contracts Only)**– Contractor will perform thorough cleaning, testing, servicing, and adjustments of all door control equipment, to include PLC, Touch Screen computers, and electronic security equipment cabinets located throughout the facility. Contractor will identify any major equipment malfunctions or irregularities to the Customer immediately upon discovery. All discrepancies will be documented by Contractor in a detailed PMI report within ten (10) business days of the conclusion of the PMI.

a) Electronics

- **Programmable Logic Control System**

  - Input voltage check at each system
  - All cards are securely seated.
  - Removal of dust and contamination accumulation

- **Touch Screen System**

  - Removal of all exterior and interior dust/contamination accumulation (requires down time)
  - Check CPU power supply and cooling fans for proper operation
  - Ensure all cards are securely seated
  - Calibrate Touch Screen monitor

b) Detention

- **Swing Door Devices**

  - Visual inspection of doors and locks for wear and tear
  - Test functionality of locking device
  - Test/adjust lock and door position switches
  - Clean and lubricate as necessary
  - Test/adjust all door closures as necessary

- **Sliding Door Devices**

  - Check and lubricate locking mechanism
  - Check bottom guide wear pads
  - Clean roller track
  - Adjust lock bars, door drive brackets, & rollers as necessary
  - Check and adjust limit switches as necessary
  - Check and adjust drive pressure and speed as necessary
  - Adjust all closures and Door Position Switches as necessary.

Contractor will provide the Customer with a telephone directory containing the names and numbers of the Operations Manager, Service Manager, and On-Call Service Technicians. Contractor will also provide the phone number to a dedicated cellular phone that is assigned to an on-call technician. Access to the on-call emergency number is available 24 hours per day, 7 days per week.

In the event of an emergency during normal business hours (Mon-Fri, 7am-4pm), the Customer will call Contractor's main office number and report a service request. For after-hours support, the Customer will contact Contractor's on-call service technician via the dedicated cellular telephone.

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AGENDA
APR 16 2018

March 28, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator

SUBJECT: Video Surveillance and Access Control Maintenance Agreement

Please find attached a contract with Crosby Communications, LLC to provide maintenance of all video surveillance and access control equipment, excluding certain detention facility equipment and systems. The IS Department negotiated the three-year agreement with the approval of Sheriff Cunningham.

I request that the Crosby Communications, LLC contract be placed on a future agenda for approval.

12-1

CROSBY COMMUNICATIONS, LLC

To: MONTGOMERY COUNTY COMMISSION	PROPOSAL NUMBER: CCMCSO2018
PO Box 1667	PROPOSAL DATE: MARCH 26, 2018
Montgomery, Alabama 36102	SERVICE REP: SCOTT SMITH

SERVICE LEVEL AGREEMENT

The following Service Level Agreement is to maintain and support existing video surveillance and access control system. This agreement ensures a 4 hour rapid response time for all emergencies, preferential scheduling, and discounted labor rates to provide customized service arrangements. For any existing devices or hardware that exceeds the "end of life period" or are no longer serviceable, the owner will be given a proposal for upgrading said devices or hardware.

VIDEO SURVEILLANCE

- Pre-planned preventative maintenance visits.
- Check history of system since last maintenance visit.
- Visually inspect all major components for signs of deterioration or damage and rectify if necessary.
- Clean camera lenses and housings as necessary.
- Check lenses for correct focusing and operation and adjust as necessary.
- Check the satisfactory transmission of images to remote site (where applicable).
- Inspect brackets, housings and associated fittings for corrosion or damage.
- Ensure clamping bolts/ brackets are tightened correctly.
- Repair any minor faults.
- Physically check the video surveillance system to make sure it is fully operational and report any defects or damage.
- Return system to operational status (where applicable).
- Unlimited telephone support.

Networks · Controls · Security
6012 EAST SHIRLEY LANE, SUITE B, MONTGOMERY, AL 36117 334.386.0291 FAX 334.272.6768
WWW.CROSBYCOMMUNICATIONS.COM

12-2

- Unlimited remote desktop support.
- Full reporting of maintenance visits and work performed by email, along with any recommendations.
- Includes all labor costs.

ACCESS CONTROL SYSTEM

- Pre-planned preventative maintenance visits.
- Check history of system since last maintenance visit.
- Visually inspect all major components for signs of deterioration or damage and rectify if necessary.
- Check mains and stand-by power supplies including charging rates.
- Check all control equipment (e.g. readers, pin-pads, locks, strikes, closures) for correct operation and programming (includes time/ date settings).
- Support of existing power supplies, electro mechanical locking devices, exit buttons, and motion detectors.
- Includes battery replacement program on all lock power supplies.
- Check input/ output controllers for correct operation.
- Check manual exit devices for correct operation.
- Carry out any minor adjustments or repairs.
- Return system to operational status (where applicable).
- Unlimited telephone support.
- Unlimited desktop support.
- Full reporting of maintenance visits and worked performed by email, along with any recommendations.
- Includes all labor costs.

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WWW.CROSBYCOMMUNICATIONS.COM

TERMS AND CONDITIONS

- The following are not included in this service agreement and will be performed and billed at a discounted rate – all visits to faults caused by acts of God; fire; damage caused by owner or by owner's negligence; willful damages caused by any other person or animal.
- The following is not included in this service agreement and will be performed and billed at a discounted rate – any equipment damaged by lightning.
- The following is not included in this service agreement and will be performed and billed at a discounted rate – any equipment that is not functioning properly prior to this agreement going into effect.
- The following is not included in this service agreement and will be performed and billed at a discounted rate – any equipment/ hardware that exceeds the "end of life" period. Labor remains within this agreement.
- The following is not included in this service agreement and will be performed and billed at a discounted rate – any new installations or special projects.
- All server data bases, administration, network switching, and connectivity to be maintained by owner.
- This service agreement includes the support and maintenance of existing analog cameras, camera power supplies and encoders in Detention Centers but does not include the support of the legacy video matrix system or joystick controllers.
- This service agreement includes the support and maintenance of all non-detention access control doors. Detention will be defined as any doors separating inmates from common areas.
- Includes consultation services regarding all existing equipment.
- Includes lift rentals necessary to service any existing equipment.

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12-4

Maintenance Definition: Any repair, service, software support, or general systems operation support for existing equipment of the Video Surveillance System and Access Control System. Crosby Communications will repair, re-work, configure, and/or replace as needed under the standard annual pricing for labor in this contract.
Please refer to replacement of hardware as set forth in this agreement.
Upgrade Definition: A billable upgrade or project will include, but not be limited to adding a new component, piece of hardware to a property to add, enhance, or increase significantly the functionality of the property.

Software upgrades alone would not be considered billable. A software upgrade shall be billable at the special negotiated rate only in conjunction with a simultaneous and related hardware upgrade where there was no related or similar hardware or equipment performing that function previously. This upgrade definition shall not include all possible scenarios for upgrades and upgrade billings, but rather shall serve as a guideline only for each party's mutual understanding of its intent.
Examples of qualifying upgrades: (this list is only a guide, not a definition for all qualifying upgrades or projects)
-Adding a new server where there was not a server previously.
-Installing a new card reader where there was not one previously.
-Adding a new camera where there was not one previously.

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WWW.CROSBYCOMMUNICATIONS.COM

DISPUTE RESOLUTION

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.

HOLD HARMLESS

The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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WWW.CROSBYCOMMUNICATIONS.COM

3 YEAR SERVICE LEVEL MAINTENANCE AGREEMENT		
YEAR	QUARTERLY	ANNUALLY
1	$15,000	$60,000
2	$15,000	$60,000
3	$15,000	$60,000

- Payment Terms: The Montgomery County Sheriff's Department will be invoiced annually; payment is due within 30 days of receipt of invoice. The owner will receive the first invoice after providing Crosby Communications with a signed Service Agreement.
- Service Agreement to take effect from ______ ______, 20____ to ______ ______, 20____.

CROSBY COMMUNICATIONS, LLC

Title:______________________________

Print Name: ________________________

Signature: __________________________

Date: ______________________________

MONTGOMERY COUNTY COMMISSION

Title: ______________________________

Print Name: _________________________

Signature: __________________________

Date: _______________________________

Networks · Controls · Security
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WWW.CROSBYCOMMUNICATIONS.COM

12-7

AGENDA

APR 16 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: March 26, 2018

RE: Contract No. 51965-16B-019
Security Cameras

I request that the attached Amendment No. 2 to Graybar contract for security cameras be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning May 9, 2018 and ending on May 8, 2019.

Graybar chooses not to increase prices during this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Lou Ialacci, Director of Information Systems.

Attachment

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

Amendment
To
Contract # 51965-16B-019

Amendment No. 2

Contract with Graybar for security cameras is hereby extended for one (1) year, beginning May 9, 2018 and ending on May 8, 2019

No price increase during this contract period.

All other provisions of the contract remain the same.

WITNESS: GRAYBAR

____________________ BY: ____________________

TITLE: ____________________

WITNESS: MONTGOMERY COUNTY COMMISSION

____________________ BY: ____________________

TITLE: ____________________

13-2

STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

AGENDA
APR 16 2018

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 3/28/2018

Re: no-cost contractual agreement between Secretary of State and Montgomery County to provide for online filling of LLCs and For Profit Incorporations.

The Secretary of State's office has developed an online filling system that streamlines the process of creating LLCs and For Profit Incorporations with their technology vender Alabama Interactive. The Secretary of State's Office has asked that we partner with them to provide this service in Montgomery County. To facilitate this process our record keeping software provider, Icon, is currently working with Alabama Interactive to insure that the transfer of information and fees is handled in an efficient manner. Lou Ialacci and the Montgomery I.T. department are monitoring this process to insure that all security protocols are meet.

To allow for this new service to go live once all technical issues are addressed, we are requesting that you review and sign the attached contract.

Attached: contract and legal description for review and signature

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

COOPERATIVE PARTICIPATION AGREEMENT
BETWEEN THE
ALABAMA SECRETARY OF STATE
AND
MONTGOMERY COUNTY

WHEREAS, this Cooperative Participation Agreement (hereinafter referred to as "Agreement") is entered into between the Alabama Secretary of State (hereinafter referred to as "Secretary of State"), Montgomery County Commission and Montgomery County Judge of Probate (hereinafter collectively referred to as "Montgomery County"); and

WHEREAS, during the 2015 Regular Session, the Alabama Legislature enacted Act No. 2015-479 (now codified at Section 36-14-19, Code of Alabama (1975) and hereinafter referred to as "Act" which is attached hereto as **Exhibit A**); and

WHEREAS, in general, the Act authorizes a new online electronic filing capability which will benefit citizens and businesses and expedite the recordation of certain documents, with the State of Alabama and Montgomery County Probate Court, applicable to the formation and administration of business and nonprofit entities under Title 10A, Code of Alabama (1975); and

WHEREAS, the Act authorizes the Secretary of State to develop a program for the administration of an electronic processing system for the recordation of statutorily-required filing activities of business and nonprofit entities (hereinafter referred to as "Program") and authorizes a county to voluntarily participate in the Program at no cost by written agreement executed between the county commission, the county's judge of probate, and the Secretary of State; and

WHEREAS, the Act authorizes the Secretary of State to contract with a vendor to provide the electronic processing services which may include, but not be limited to, the online filing of forms, online recording, payment of fees through credit or debit cards, and other service related to the administration of the electronic process; and

WHEREAS, pursuant to the Act, the Secretary of State has developed a Program for electronically processing the recordation of filing activities of business and nonprofit entities as required under Title 10A, Code of Alabama (1975), and by this Agreement, sets forth the processes and protocol to be administered by the Secretary of State and Montgomery County to implement the Program in Montgomery County; and

WHEREAS, pursuant to the Act, the Secretary of State has entered into a contract with a vendor to provide electronic processing services, which include, but are not limited to, enabling citizens and entities to apply online to complete statutorily-required filing activities of business and nonprofit entities whose web-based access is user-friendly, secure and capable of accepting payments by credit card and Automated Clearing House (ACH); and

WHEREAS, the Montgomery County Commission and Montgomery County Judge of Probate desire to participate in the electronic processing Program developed by the Secretary of State and, furthermore, all parties agree to adhere to the processes and protocol for implementation and administration of the Program at the Montgomery County level as set forth herein; NOW THEREFORE

IN CONSIDERATION of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. RECITALS

   The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability of all other provisions herein.

2. RESPONSIBILITIES OF THE SECRETARY OF STATE

   The Secretary of State expressly agrees to:

   (a) Secure a vendor, at no cost to the state or Montgomery County, to provide electronic processing services to include, but are not limited to, the online filing of forms, online recording, payment of fees through credit or debit cards, and any other service related to the administration of the electronic process.

   (b) Establish the electronic protocol for the payment of all State of Alabama recording fees prescribed under Title 10A, Code of Alabama (1975).

   (c) Establish the electronic protocol, with the vendor for Montgomery County, for the payment of all Montgomery County recording fees, whether provided by general law, general law of local application, or local law, to be collected and, thereafter, remitted, including all data associated with the local recording fees, to Montgomery County once a week.

   (d) Cooperate with Montgomery County to satisfy any request and provide any information required by it to work collectively with the Secretary of State to establish, implement and maintain a collective protocol to administer the electronic process for the recordation of filing activities by business and nonprofit entities required under Title 10A, Code of Alabama (1975) as set forth herein.

3. RESPONSIBILITES OF MONTGOMERY COUNTY

   The Montgomery County Commission and Montgomery County Judge of Probate expressly agree to:

   (a) Cooperate with the Secretary of State to establish, implement and maintain a collective protocol to administer the electronic process for the recordation of filing activities by business and nonprofit entities required under Title 10A, Code of Alabama (1975) as set forth herein.

   (b) Annually provide the Secretary of State and its vendor information on the Montgomery County filing fee schedule including a reference to the corresponding general law, general law of local application, or local law or other statutory authority related to each filing fee.

   (c) Notify the Secretary of State and its vendor of any changes to the Montgomery County filing fee schedule, by legislative or other local action, no less the fifteen (15) business days prior to a change in filing fees taking effect.

   (d) Provide to the Secretary of State and its vendor bank account information in order to properly route and deposit funds from the state's vendor to Montgomery County.

4. TERM OF AGREEMENT

This Agreement shall be effective upon full execution of the parties and shall continue unless terminated pursuant to Section 6 herein.

5. AMENDMENTS

This Agreement may be amended or revised from time to time by mutual written agreement between the parties.

6. TERMINATION OF AGREEMENT

Consistent with the Act, this Agreement may be terminated without cause or reason and at any time by the Secretary of State or Montgomery County upon one hundred and twenty (120) days' written notice to the other parties. Upon written notice of termination, the Secretary of State shall instruct the electronic process vendor that it shall finalize and transmit all final recording fees collected, and all data related thereto, to the applicable county not more than thirty (30) days after the date on which use of the electronic system ceases.

7. SATISFACTION OF LAWS

Consistent with the Act, the cooperation between the Secretary of State and Montgomery County, as related to this Agreement, shall satisfy any and all fee and filing requirements whether prescribed by general law, general law of local application, or local law applicable to the participating county, and, furthermore, fulfill any and all statutory requirements of a county commission, judge of probate, and the Secretary of State as it relates to filing activities of business and nonprofit entities.

8. NOTICES

Any notice or other communication between the parties may be in writing or email.

If to the Secretary of State:
Elaine Swearengin, Business Entities Director
Alabama Secretary of State
Post Office Box 5616
Montgomery, Alabama 36130
elaine.swearengin@sos.alabama.gov – Email
(334) 242-7221 – Phone

If to the Secretary of State's Vendor:
Lyndsey Johnson, Project Manager
Alabama Interactive
100 North Union Street, Suite 630
Montgomery, Alabama 36104
lyndsey@alabamainteractive.org – Email
(334) 261-1979 – Phone

If to Montgomery County:
Office of Judge of Probate
William Flowers, Chief Clerk

P. O. Box 223
Montgomery, Alabama 36101
(ADD EMAIL ADDRESS HERE)
(334) 832-1247 - Phone

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates as indicated, respectively, hereinbelow.

ALABAMA SECRETARY OF STATE

____
By: John H. Merrill, Secretary of State
Date: ______________________________

MONTGOMERY COUNTY COMMISSION	**ATTEST:**
______________________________	______________________________
By: Elton N. Dean, Sr., Chairman	By: Donald L. Mims, County Administrator
Date: ______________________________	Date: ______________________________

JUDGE OF PROBATE OF MONTGOMERY COUNTY

____
By: Steven Reed, Judge of Probate
Date: ______________________________

Code of Alabama
Title 36. Public Officers and Employees. (Refs & Annos)
Chapter 14. Secretary of State. (Refs & Annos)

Ala.Code 1975 § 36-14-19

§ 36-14-19. Electronic recordation process for business entity filings.

Currentness

(a) The Secretary of State shall develop a program to facilitate the administration of an electronic process for the recordation of filing activities by business and nonprofit entities required under Title 10A. A county may participate in the program in accordance with this section. Under the program, the Secretary of State may contract with a vendor to provide electronic processing services which may include, but are not limited to, the online filing of forms, online recording, payment of fees through credit or debit cards, and any other service related to the administration of the electronic process, as determined by the Secretary of State. The Secretary of State may also develop a certification process to allow third parties to provide these electronic processing services. All recording fees, whether established by general law, general law of local application, or local law, shall be collected by the vendor and the fees, applicable to the county, including all data associated with the local recording fees, shall be remitted by the vendor to each participating county no less than twice per month.

(b) A county may participate in the program by written agreement between the county commission, judge of probate, and the Secretary of State. Any agreement shall be a voluntary decision made exclusively by the county. The Secretary of State or the applicable county may terminate an agreement at any time upon 120 days' written notice. Upon written notice of termination, the Secretary of State shall instruct the electronic process vendor that it shall finalize and transmit all final recording fees collected, and all data related thereto, to the applicable county not more than 30 days after the date on which use of the electronic system ceases.

(c) The cooperation between the Secretary of State and a county shall be at no additional cost to the county or the state.

(d) The cooperation between the Secretary of State and a county as provided for in this section shall satisfy any and all fee and filing requirements whether prescribed by general law, general law of local application, or local law applicable to the participating county, and, furthermore, fulfill any and all statutory requirements of a county commission, judge of probate, and the Secretary of State as it relates to filing activities of business entities.

(e) A judge of probate may continue to provide filing services pursuant to current procedures and is in no way bound or obligated to participate in the electronic process for the recordation of filing activities as provided for by this section.

Credits

14-6

(Act 2015-479, p. 1646, § 1.)

Ala. Code 1975 § 36-14-19, AL ST § 36-14-19
Current with Acts from the 2017 Regular Session effective through May 23, 2017

End of Document

14-7

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VICE CHAIRMAN

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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
APR 16 2018

April 12, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Proposal from Valbridge Property Advisors concerning Appraisal of Property Owned By Chemical Addictions Program, Inc.

In November 2017, the County Commission considered purchasing 3.9 acres of property near Air Base Boulevard from the Chemical Addictions Program, Inc. (CAP). Recently, CAP Board Chairman James DuPree called me and expressed a continued interest in selling the property.

The proposed purchase price for the 3.9 acres was $47,900 ($12,282 per acre), which was the County Appraisal Department's appraised value.

During the County Commission meeting on April 2, 2018, it was agreed to place on the next agenda a proposal from Valbridge Property Advisors regarding appraisal of property owned by CAP and located on Air Base Boulevard, Parcel #: 11 05 22 1 000 015.00.

I am requesting approval of this Proposal.

DLM/tn

Attachment

Valbridge
PROPERTY ADVISORS

Proposal

November 6, 2017

Montgomery County Commission
C/o Florence M. Cauthen
101 South Lawrence Street
P.O. Box 1667
Montgomery, AL 36102
334.832.1203

Dear Ms. Cauthen:

Thank you for the opportunity to work with you on this project. Below are our terms to provide services on the property listed below. Please call us if you have any questions and if wish to proceed, we will send you an engagement letter.

Property Location:	Air Base Blvd. Montgomery, AL 36108 Parcel #: 11 05 22 1 000 015.000
Fee:	$1,800
Payment:	30 days net
Due:	14 days from signed engagement letter

Sincerely,

John E. Hall, III

John E. Hall, III, MAI
Certified General Real Property Appraiser
Senior Managing Director
jhall@valbridge.com

Valbridge – Alabama
4732 Woodmere Boulevard
Montgomery, AL 36106
Phone: (334) 277-5077
www.Valbridge.com

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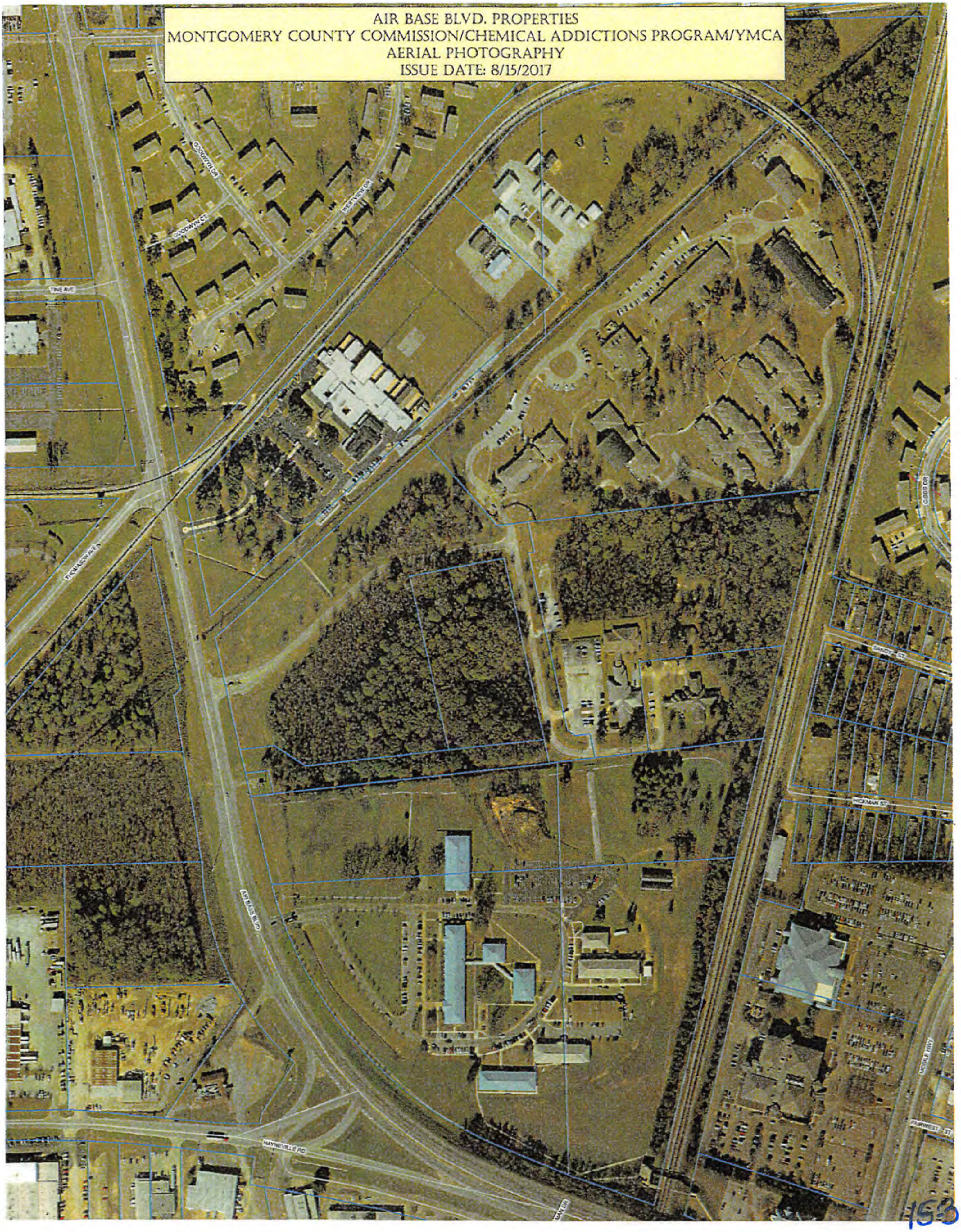
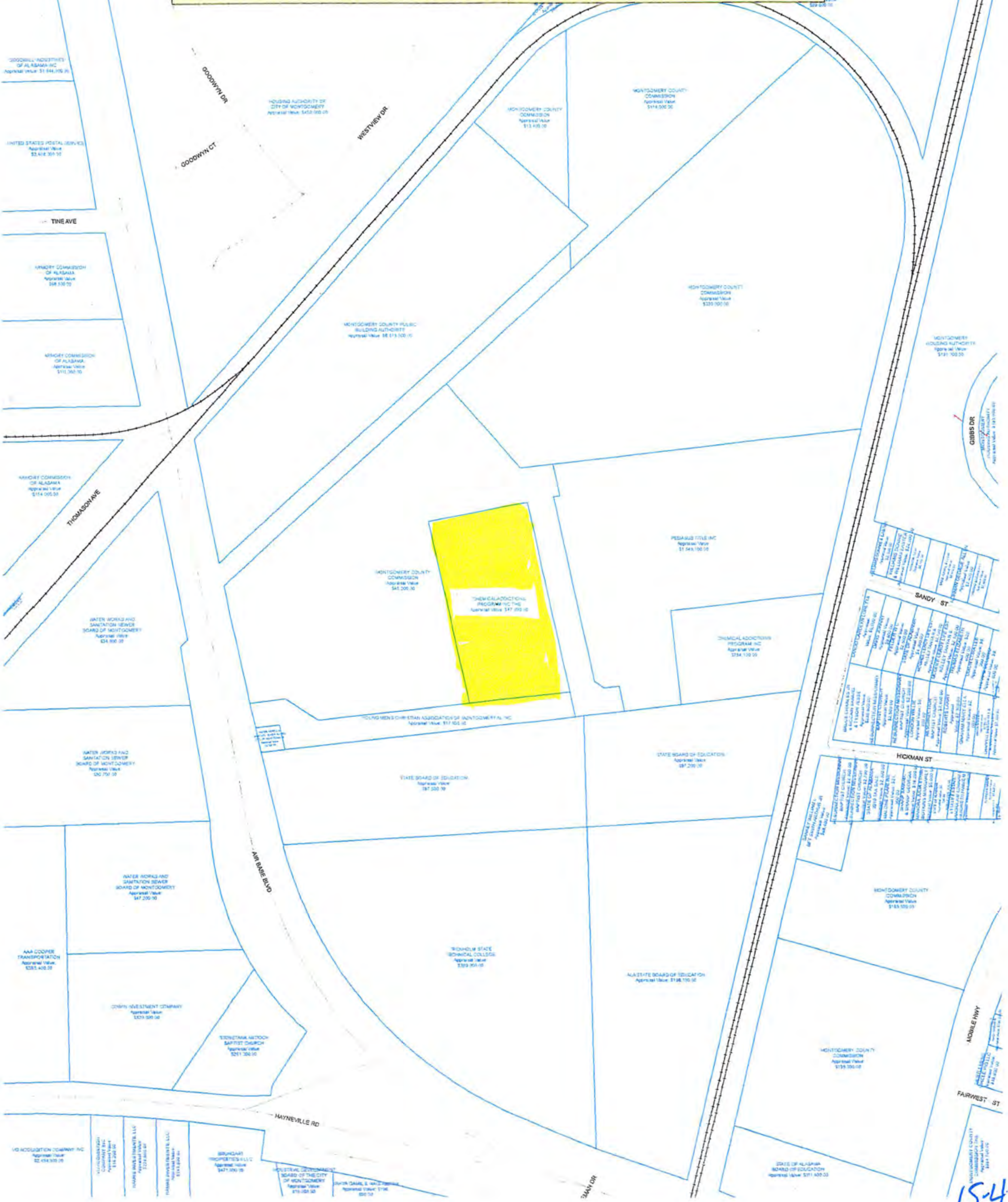

AIR BASE BLVD. PROPERTIES
MONTGOMERY COUNTY COMMISSION/CHEMICAL ADDICTIONS PROGRAM/YMCA
AERIAL PHOTOGRAPHY
ISSUE DATE: 8/15/2017
GOODWYN DR
GOODWYN CT
WESTVIEW DR
TINE AVE
SANDY ST
HICKMAN ST
AIR BASE BLVD
MOBILE HWY
FAIRWEST ST
HAYNEVILLE RD

153

AIR BASE BLVD. PROPERTIES
MONTGOMERY COUNTY COMMISSION/CHEMICAL ADDICTIONS PROGRAM/YMCA
OWNERSHIP & APPRAISED VALUE
ISSUE DATE: 8/11/2017



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AGENDA
APR 16 2018

April 12, 2018

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Risk Management Director

SUBJECT: American with Disability Act (ADA) Transition Plan

On April 2, 2018 I discussed with the Commission the final draft of the ADA transition Plan. The intent would be to place this transition plan on the Montgomery County Commission website pending the Commission's approval. As you are aware, to ensure future Federal funding from the Department of Transportation, the Montgomery County Commission coordinated with CARPDC to become ADA compliant in our rights of way and parks. CARPDC outlined deficiencies related to our parks and rights of way which need to be addressed in accordance with the ADA. A public hearing was held on 5/24/16 to get feedback from different advocacy groups. An ADA consultant, Kenneth Maze Marshall assisted with some practical solutions at some of the County's sites. In addition, Goodwyn Mills & Cawood projected the future costs for solutions identified by CARPDC. The transition plan outlines the systematic approach over time to address the deficiencies with funding coming from the Liability fund.

I am requesting the County Commission's approval of this item outlined above.

Cc: Florence Cauthen, Deputy Administrator

2018

ADA Transition Plan
Public Rights of Way And Parks

Montgomery County
Alabama

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Table of Contents

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1.0 Executive Summary

1.1 Overview of Americans with Disabilities Act

The Americans with Disabilities Act was passed in 1990 as a step towards the disestablishment of discrimination against individuals with disabilities. ADA Title II requires communities to establish self-evaluations and/or transition plans, as determined by community employee size, for updating public facilities. Title II covers programs, activities, and services of government entities with a specific focus on protecting citizens from discrimination on the basis of disability. The goal of this act is to afford every individual the opportunity to benefit from businesses and services and to provide comprehensive civil rights protections to persons with disabilities in the areas of employment, state and local government services, access to public accommodations, transportation, and telecommunications. This document will guide the planning and implementation of necessary facility modifications over the next several years.

The ADA is companion civil rights legislation with the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, which requires that all organizations receiving federal funds make their programs available without discrimination to persons with disabilities. The Act, which became known as the "civil rights act" of persons with disabilities, states:

> *No otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (Section 504)*

The ADA consists of 5 interconnected sectors with this plan concerned with Title II:

Title I: Employment

Title II: Public Services

In accordance with the requirements of Title II of the ADA, the County will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Pedestrian facilities, such as sidewalks, curb cuts, curb ramps, street crossings, and other pertinent and instrumental pedestrian elements maintained by Montgomery County are considered both a "program," and a "facility."

In accordance with Title II, the County will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of the County's programs, services, and activities.

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Title III: Public Accommodations

Title IV: Telecommunications

Title V: Miscellaneous Provisions

1.2 Definitions

Barrier

"Barriers" are defined, herein, as elements of the physical environment within the Public Right-of-Way that impede or completely block disabled individuals from gaining access to the program or service provided at the locations described within this plan.

Detectable Warning Surface

"Detectable Warning Surfaces," as defined by the ADAAG, ADA detectable warnings are "a standardized surface feature built-in or applied to walking surfaces or other elements to warn visually impaired people of hazards on a circulation path". These areas of safety concern include, but are not limited to: curb ramps, transit platforms, public stairs, building entrances, parking areas and pedestrian crossings.

Undue Hardship

"Undue hardship" means significant difficulty or expense relative to the operation of a public entity's program. Where a particular accommodation would result in an undue hardship, the public entity must determine if another accommodation is available that would not result in an undue hardship.

Vertical Surface Discontinuity

"Vertical Surface Discontinuities" refer to a change in level, including bumps, utility castings, expansion joints, cracks and etc.. within the accessible route of a public program or service as described within the plan. A vertical surface discontinuity may be up to 1/2 inch in height with a 2:1 bevel provided.

2.0 Compliance with ADA Title II Requirements

This section makes reference to various parts of the Code of Federal Regulations (CFR), section 35 as it pertains to ADA requirements that the County must comply with or address as part of the PROW transition plan. The details of which can be found on the ADA website: http://www.ada.gov/reg2.html.

This Transition Plan is an assessment of the County's parks and right-of-way facilities to determine if there are barriers for persons with disabilities. The County has identified the parks and public right-of-ways that have access barriers for persons with disabilities and has developed a schedule for barrier removal to comply with Title II of the ADA.

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2.1 Federal Accessibility Standards and Regulations

The U.S. Department of Justice provides many free ADA materials including the Americans with Disability Act (ADA) text. Printed materials may be ordered by calling the ADA Information Line [(800) 514-0301 (Voice) or (800) 514-0383 (TTY)]. Publications are available in standard print as well as large print, audiotape, Braille and computer disk for people with disabilities. Documents, including the following publications, can also be downloaded from the Department of Justice website. http://www.ada.gov/

- **ADA Regulation for Title II**: This publication describes Title II of the Americans with Disabilities Act, Pub. L. 101-336, which prohibits discrimination on the basis of disability by public entities. Title II of the ADA protects qualified individuals with disabilities from discrimination on the basis of disability in the services, programs or activities of all state and local governments. This rule adopts the general prohibitions of discrimination established under section 504, as well as the requirements for making programs accessible to individuals with disabilities and for providing equally effective communications. It also sets forth standards for what constitutes discrimination on the basis of mental or physical disability, provides a definition of disability and of qualified individual with a disability, and establishes a complaint mechanism for resolving allegations of discrimination. http://www.ada.gov/regs2010/titleII_2010/titleII_2010_regulations.htm
- **Title II Technical Assistance Manual (1993) and Yearly Supplements**: The 56-page manual explains in lay terms what state and local governments must do to ensure that their services, programs and activities are provided to the public in a nondiscriminatory manner. Many examples are provided for practical guidance. http://www.ada.gov/taman2.html
- **Accessibility of State and Local Government Websites to People with Disabilities:** The 5-page publication provides guidance on making state and local government websites accessible. http://www.ada.gov/websites2.htm
- **The ADA and City Governments: Common Problems | PDF**
  A 9-page document that contains samples of common problems shared by city governments of all sizes, provides examples of common deficiencies and explains how these problems affect persons with disabilities. (2000) http://www.ada.gov/comprob.htm
- **ADA Checklist for Polling Places | PDF**
  A 39-page checklist used as a self-help survey for voting officials to determine whether a polling place has basic accessible features needed by most voters with disabilities. (2004) http://www.ada.gov/votingchecklist.htm
- **U.S. Access Board Publications**
  The full texts of federal laws and regulations that provide the guidelines for the design of accessible facilities and programs are available from the U.S. Access Board. Single copies of

publications are available free and can be downloaded or ordered by completing a form available on the Access Board's website. In addition to regular print, publications are available in large print, disk, audiocassette and Braille. http://www.access-board.gov/

Buildings & Sites

Standards issued under the Americans with Disabilities Act (ADA) address access to buildings and sites nationwide in new construction and alterations.

- **2010 ADA Standards for Accessible Design:** This document contains scoping and technical requirements for accessibility to buildings and facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990. These scoping and technical requirements are to be applied during the design, construction and alteration of buildings and facilities covered by Titles II and III of the ADA, to the extent required by regulations issued by federal agencies including the Department of Justice and the Department of Transportation.
- **2010 ADA Standards:** http://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-ada-standards/ada-standards

Recreation Facilities

Access to recreation facilities, including play areas, swimming pools, sports facilities, fishing piers, boating facilities, golf courses and amusement rides, is addressed in the ADA standards. The ABA standards address outdoor developed areas guidelines which currently are applicable to Federal facilities and cover access to trails, picnic sites, camping sites and beach access routes.

- Recreation Facilities: http://www.access-board.gov/guidelines-and-standards/recreation-facilities/about-recreation-facilities
- Outdoor Developed Areas: http://www.access-board.gov/guidelines-and-standards/recreation-facilities/outdoor-developed-areas

Streets and Sidewalks

New guidelines in development by the Board cover access to public rights-of-way including sidewalks, intersections, street crossings and on-street parking. The Board is also addressing access to shared use paths providing off-road means of transportation and recreation.

- Public Rights-of-Way: http://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way
- Shared Use Paths: http://www.access-board.gov/guidelines-and-standards/streets-sidewalks/shared-use-paths/about-this-rulemaking

Safe Harbor – Construction Prior to March 15, 2012

Elements in facilities built or altered before March 15, 2012 that comply with the 1991 ADA Standards for Accessible Design (1991 Standards) are not required to be modified to specifications in the 2010 Standards. For example, the 1991 Standards allow 54 inches maximum for a side reach range to a control such as the operating part of a paper towel dispenser. The 2010 Standards lower that side reach range to 48 inches maximum. If a paper towel dispenser was installed prior to March 15, 2012 with the highest operating part at 54 inches, the paper towel dispenser does not need to be lowered to 48 inches. Since the dispenser complies with the 1991 Standards, that Standard provides a "safe harbor."

2.2 Notification

Applicants, participants, beneficiaries, and other interested persons have been notified of their rights and the County's obligations under Title II of the ADA as required by 28 CFR §35.106. Notifications are to be posted in County owned facilities and visible to the public as well as on the Montgomery County website with access to a PDF of the Transition Plan for Public Rights-of-Way and Parks. Other accessible forms of communication will be provided upon request by the ADA Coordinator or other responsible employee of the County.

2.3 Designation of Responsible Employee

The County has designated a responsible employee to coordinate its efforts to comply with and carry out the ADA responsibilities in accordance with 28 CFR §35.107(a). The ADA coordinator has been designated to oversee compliance with the non-discrimination requirements and can be contacted at:

Scott Kramer
Director of Risk Management and ADA Coordinator
P.O. Box 1667
Montgomery, AL 36102-1667
334-832-1280
scottkramer@mc-ala.org

2.4 Public Process and Input

The ADA sets forth specific requirements for public input in the transition plan and requires that the public entity hold a public hearing to formalize the input. Letters were sent out on May 12th, 2016 to the following entities to specifically invite them for comment regarding the Draft Transition Plan for Montgomery County:

- Alabama Department of Rehabilitation
- Montgomery Center for Independent Living
- Montgomery Arc

- Children's Center of Montgomery
- Easter Seals Central Alabama
- Montgomery Area Council On Aging
- Montgomery Regional Benefit Office of VA
- Alabama Disabilities Advocacy Program
- Response (Star) System
- Alabama Department of Senior Services
- Alabama Institute for Deaf and Blind - Montgomery Regional Center

These letters included an invitation to the public hearingon May 24th, 2016.

2.5 Self-Evaluation and Transition Plan

Title II of the ADA requires that the County conduct a self-evaluation of its services, policies, and practices and make modifications as necessary to comply with 28 CFR §35.105. A self- evaluation is an assessment of the County's current facilities and programs to identify aspects of each that are found to be inconsistent with Title II requirements. The ADA Transition Plan will begin the process of identifying any barriers to accessibility that might be present. Where structural modifications are necessary to achieve program accessibility—as in the addition of curb ramps—the regulation requires State and local governments that employ 50 or more staff members to develop a transition plan. The ADA Transition Plan will provide a schedule that indicates a projected time for resolution and the department responsible for implementation. The County has begun the self- evaluation process and will continue the process through ongoing solicitation of public comment. This transition plan is a living document that will be updated periodically to reflect the ongoing assessment and resolution/response to public comment. Updates will be provided as amendments to the plan, inclusion of additional annexes, and/or updates to the County's website (http://www.mc-ala.org/Pages/Default.aspx).

2.6 Establishment of Grievance Procedure

The County has established a grievance procedure for resolving grievances of violations in accordance with 28 CFR §35.107(b). See Section 4.0 below.

2.7 Department Responsible for Implementation

Each Montgomery County Department who provides programs or services in the Public Right of Way or Parks will be responsible in their own respective way to implement this transition plan. It is the responsibility of the ADA Coordinator to ensure that each department is knowledgeable and trained to execute the provisions of this plan according to his or her job title. If the knowledge and skills of department employees are insufficient, it will be up to the ADA Coordinator or his designated appointee of said department to provide instruction, training, or other tools to ensure that the employees of Montgomery County are able to operate within the confines of the ADA and this transition plan.

3.0 ADA Self-Evaluation and Steps Taken

3.1 Self-Evaluation

The self-evaluation is the County's assessment of its current facilities and programs to determine compliance with the Americans with Disabilities Act 1990 (ADA). As part of this assessment, congruency with the PROWAG (Public Rights of Way Accessibility Guidelines) and ADAAG (Americans with Disabilities Access Guidelines) will be noted where applicable. Through this evaluation, physical barriers in County owned or occupied buildings will be documented. Any facilities located within the Public Rights of Way (PROW) and leading up to buildings owned or occupied by County offices will be assessed. In addition, the Public Right-of-ways that provide access to and within all County owned or operated parks will be part of the self-assessment. A schedule of priorities will be created for all compliance issues. An explanation of the priority methodology for parks and public facilities is found below.

This transition plan is targeted at the accessibility from the Public Right-of-way at the street or parking area and all accessibility features that provide access to the entrances of all building locations or amenities found within the parks. This plan does not, however, incorporate the features found inside of any structure or the accessibility of park amenities, such as the playground. (ex. This plan covers the parking and accessible route that leads to the playground and any accessibility features that allow access into a play area, excluding the play area structures)

3.2 Undue Burden

The County is not required to take any action that it can demonstrate would result in a fundamental alteration in the nature of its program or activity, would create a hazardous condition resulting in a direct threat to the participant or others, or would represent an undue financial and administrative burden.

The determination that an undue burden would result must be based on an evaluation of all resources available for use in the County. For example, if a barrier removal action is judged unduly burdensome, the County must consider other options for providing access to the benefits and services of the program or activity by individuals with disabilities.

3.3 Montgomery County Park Facilities

Park Non-Compliance Summary

Each County park facility was assessed for compliance with the Americans with Disabilities Act, 1990. The following table, Table 1, gives an overview of the compliances issues found during the self-assessment phase of transition plan development. A more detailed and itemized spreadsheet of each compliance issue can be found in **Attachment C.**

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Table 1: Summary of Park Compliance Issues

Table 1:	Compliance Issue							
Park	Barriers at this Location?	Accessible Route Issues	Slope/ Cross Slope	Detectable Warning Surface	Handicap Assessable Signage/ Parking	Width Issue	Vertical Surface Discontinuity	Hand Rails
Pintlala Park	X	X	X	X				
Snowdoun Park	X	X	X	X				
Catoma Park	X	X	X	X	X			
Waugh Park	X	X	X	X	X	X		
Pine Level Park	X	X	X	X	X	X		
Wingard Park	X	X		X	X		X	
Wayne Enzor Park	X	X		X	X		X	
Ramer Park	X	X	X	X	X			X
Flatwood Community Center Park	X	X	X			X		

Priorities & Timeline for Remediation within Park Facilities

Each park site evaluation was accomplished by an assessor team from CARPDC equipped with necessary measuring tools, maps, and evaluation checklists. Each park was evaluated in a consistent manner and all facilities at each location were assessed for their ADA compliance. Each compliance violation found was subsequently prioritized using the methodology below.

The following prioritization process is referenced in the ADA Title II Regulations. The principle priorities are to ensure basic access to park facilities and amenities, access to activities, and allowing alternatives to structural modifications when appropriate. Translating these priorities into action plans must be accomplished using a programmatic approach. The following guidelines were used by the County to prioritize barriers found within County park facilities:

Priority One

Removing barriers that impede accessibility at the main entrance of a facility, or improving a path of travel to the portion of the facility where program activities take place. Examples:

- Connection to the public rights-of-way
- Parking and passenger loading
- Entrance walks
- Entrance ramps
- Entrance stairs
- Entrance doors

Priority Two

Removing barriers that impede access to program use areas. Examples:

- Recreation environments/features (exercise equipment, playgrounds)
- Drinking fountains
- Public restrooms

Priority Three

Removing barriers that impede access to amenities serving program areas. Examples:

- Public telephones
- Site furnishings (benches, tables, grills, pavilions, trash cans)

Additional Prioritization

A meeting with the Montgomery County Parks and Recreation Director, James Williams, was held on May 19th, 2016 to further prioritize compliance issues found within the parks. Each outdoor park facility in which the County provides programs, activities, and services were considered and additional prioritization measures were implemented by using the following considerations:

- Level of use by the public: Facilities that have a high level of public use can be assigned a higher priority;
- Program uniqueness: Some programs are unique to a building, facility, or park and cannot occur at another location. Seasonal availability and programs that emphasize health and wellness can be assigned a higher priority;
- Geographic distribution: Selecting a range of facilities that are distributed throughout the County, and considering the proximity of these facilities to public transportation, helps provide maximum accessibility for all residents;
- Identified grievances: Facilities that have a history of citizen grievances related to accessibility can be assigned a higher priority.

Three park locations were identified by level of importance based on the additional prioritization criteria above. These parks will be identified by using the letter A, B, and C with A being most important and C the least important of the three. These parks should be considered a higher priority than all other park locations. For all other parks, there will not be a letter given for these locations, only the priority numbers, 1-3. Park locations with the higher priority, as noted by the letters and evaluated based on the criteria above, will be described by the letter coming before the priority number, i.e. A-1.

Refer to **Attachment C** for a detailed listed of all non-compliance issues found at each park and the prioritization rating given for each.

Timeframe for Remediation of Park Facilities

The timeline for remediation within County park facilities is limited to a 10 year horizon. Locations that have been prioritized A/B/C will receive a shorter time frame of 1-5 years, whereas, locations that have not been assigned a priority will be scheduled to come into compliance from 1-10 years from adoption of this plan. It will be up to the available funding and discretion of the ADA Coordinator, or other responsible party, to schedule the remediation of improvements based off of the highest priority compliance issues found at each location.

3.4 Public Rights-of-Way (PROW)

Public Rights-of-Way Non-Compliance Summary

Table 2 on the following page gives an overview of compliance issues for each Montgomery County building in which public programs and facilities are administered. See the spreadsheet in **Attachment D** for an itemized & prioritized detail of all ADA compliance issues at each of these locations.

Table 2: Summary of Compliance Issues

Table 2: Summary of Compliance Issues					
Loc #	**Name of Facility**	**St Address**	**Barriers at this facility?**	**Facility ADA compliant?**	**Please describe ADA non-compliance issues.**
1/1	Annex 1	100 S Lawrence St Mont., AL 36102	No	No	Parking, Exterior Accessible Routes, Curb Ramps, Entrance
2/1	Annex 2	125 Washington Ave Mont., AL 36104	No	No	Parking, Exterior Accessible Route, Ramps
3/1	Annex 3	101 S Lawrence St Mont., AL 36104	No	No	Curb Ramps, Ramps, Entrance
4/1	Annex 4	530 S Lawrence St Mont., AL 36104	No	No	Parking, Exterior Accessible Route, Entrance
5/1	County Courthouse	251 S. Lawrence St Mont., AL 36104	No	No	Parking, Exterior Accessible Route, Curb Ramps
6/1	Tax Appraisal Office	131 S Perry St Mont., AL 36104	No	No	Parking, Curb Ramps, Entrance
9/1	Detention Fac (incl. mech. blg.)	250 S. McDonough St Mont., AL 36104	Yes	No	Parking, Ramps, Curb Ramps, Entrance
9/1	Detention Facility Addition	250 S. McDonough St Mont., AL 36104	No	No	Parking, Curb Ramps, Entrance
11/1	Probate & Revenue East (lease)	5340 Atlanta Hwy Mont., AL 36109	No	Yes	N/A
12/1	Probate & Revenue West	3075 Mobile Hwy Mont., AL 36108	No	No	Parking
17/1	Parking Deck	200 Scott St Mont., AL 36104	No	No	Parking, Exterior Accessible Routes
18/1	Personnel (lease)	27 Madison Ave Mont., AL 36104	No	No	Entrance
22/1	Greil (Atty Gallion's) Building	305 S. Lawrence St. Mont., AL 36104	Yes	No	Parking, Exterior Accessible Route, Curb Ramps, Entrance
23/1	Flatwood Community Center	360 Williams Dr Mont., AL 36110	Yes	No	Parking, Exterior Accessible Route, Entrance
27/1	Ramer Library (lease)	5444 Hwy 94 Ramer, AL 36069	No	No	Parking

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28/1	Hope Hull Library	273 Federal Road Hope Hull, AL	No	No	Parking, Exterior Accessible Route, Entrance
29/1	Pine Level Library	20 Cohn Dr Pine Level, AL 36065	Yes	No	Parking, Exterior Accessible Route, Ramps
30/1	Prestwood (Pardon & Parole)	350 Adams Ave Mont., AL 36104	Yes	No	Parking, Curb Ramps, Entrance
31/1	Community Corrections	301 Adams Ave Mont., AL 36104	Yes	No	Parking, Curb Ramps, Entrance
32/1	Community Corrections - 2	125 S. McDonough St Mont., AL 36105	Yes	No	Parking, Curb Ramps, Entrance
33/1	On-site Clinic	300 S. Hull St Mont., AL 36104	No	No	Parking, Entrance
34/1	Pike Road Library (lease)	9583 Vaughn Road Mont., AL 36064	No	No	Parking, Entrance
35/1	Pike Road Library (lease)	9585 Vaugh Road Mont., AL 36064	No	No	Parking, Entrance
36/1	Pike Road Library (lease)	9589 Vaughn Road Mont., AL 36064	No	No	Parking, Entrance
43/1	Probate/Revenue Office	5447 Atlanta Hwy Mont., AL 36109	No	No	Parking
44/1	Probate/Revenue Office	5449 Atlanta Hwy Mont., AL 36109	No	No	Parking
46/1	N/A	3425 McGehee Rd, Mont., AL 36111	No	No	Parking

Table 2A Summary of Costs (produced by Goodwyn, Mills, and Cawood)

Facility Name and Address **(Note: Some Parks Use a 1-10 Year Priority Schedule rather than a 1-5 Year. These are shown in the Index as 1-5 Year but are shown on the individual sheets as 1-10 Year.)	1-5 Year Total	5-10 Year Total	10-20 Year Total	Overall Total Cost
Annual ADA Deficiencies Budget from Liability Fund: $200,000				
100 South Lawrence Street Montgomery County	$2,800	$120,375	$73,000	$196,175
Administration Building and Courthouse Annex				
125 Washington Avenue Montgomery County	$4,350	$24,750	$246,875	$275,975
Administration Building and Courthouse ANNEX 2				
101 South Lawrence Street	$99,100	$70,813	$14,875	$184,788
Administration Building and Courthouse ANNEX 3				
530 South Lawrence Street	$5,600	$23,781	$9,063	$38,444
County Courthouse ANNEX 4				
251 South Lawrence Street	$7,450	$15,188	$68,750	$91,388
County Courthouse				
131 South Perry - Tax Appraisal Office	$2,150	$8,813	$96,750	$107,713

225 South McDonough	$9,550	$21,313	$0	$30,863
Detention Facility Mechanical Bldg.				
5340 Atlanta Highway	$0	$250	$0	$30,863
Probate & Revenue East (Lease)				
3075 Mobile Highway	$0	$13,500	$0	$13,500
Probate & Revenue West				
200 Scott Street	$5,100	$40,750	$89,063	$134,913
Parking Deck				
27 Madison Avenue	$0	$3,125	$0	$3,125
Personnel (lease)				
305 S. Lawrence	$200	$5,406	$38,500	$44,106
Greil (Atty Gallion's) Building				
360 Williams Drive	$15,575	$0	$6,250	$21,825
Flatwood Community Center				
5444 Highway 94	$1,975	$0	$10,125	$12,100
Ramer Library				
20 Cohn Drive	$14,900	$0	$6,250	$21,150
Pine Level Library				
350 Adams Ave	$5,250	$20,688	$31,813	$57,750
Prestwood (Pardon & Parole) VACANT BUILDING				
301 Adams Avenue	$6,825	$1,875	$49,000	$57,700
Community Corrections				
125 South McDonough	$8,000	$0	$8,750	$16,750
Community Corrections - 2				
300 South Hull Street	$4,475	$0	$37,125	$41,600
On-Site Clinic				
9583-9589 Vaughn Road - Pike Road Library	$50	$0	$42,000	$42,050

5447-5449 Atlanta Highway	$0	$0	$750	$750
Probate Revenue Office				
3425 McGehee Road	$0	$750	$500	$1,250
Probate Revenue Office				
255 Federal Road, Hope Hull	$325	$313	$15,000	$15,638
Pintlala Library [Hope Hull Library]				
U.S. Highway 31	$396,300	$0	$0	$396,300
Lagos Del Sol Subdivision				
Vaughn Road	$5,500	$0	$540,375	$545,875
Timber Creek Subdivision				
U.S. Highway 331	$11,400	$0	$0	$11,400
Snowdoun Park				
360 Williams Drive	$50,650	$0	$0	$50,650
Flatwood Park				
Main Street, Ramer	$59,650	$0	$0	$59,650
Ramer Park				
**U.S. Highway 31	$2,850	$0	$0	$2,850
Pintlala Park				
**Mitchell-Young Road	$13,825	$0	$0	$13,825
Catoma Park				
**St. James Loop	$20,650	$0	$0	$20,650
Waugh Park				
**Highway 231	$33,900	$0	$0	$33,900
Pine Level Park				
**Ramer-Grady Road	$15,475	$0	$0	$15,475
Wingard Park				
**Meriwether Trail, Lapine - Wayne Enzor Park	$53,950	$0	$0	$53,950

Facility Evaluations - Curb Ramps, Accessible Routes, Ramps, Stairs, & Entrances

The evaluations of the public right-of-way facilities included Curb Ramps, Accessible Routes, Ramps, Stairs, & Entrances. The facilities were evaluated using the 2011 PROWAG and 2010 ADAAG accessibility standards. The site evaluations were completed by CARPDC staff equipped with measuring devices, maps, and evaluation checklists. Due to the volume of the inspected facilities managed by the County, a ranked category assessment tool was used to prioritize non-compliance issues found during the assessment of these facilities.

The data collected for the public right-of-ways was inventoried, see **Attachment D,** through a spreadsheet format with the respective priority assigned to each violation or barrier of the ADA found.

Public Rights-of-Way - Location & Categorical Prioritization

Under Title II Regulation § 35.150(d)(2) the criteria for prioritizing barriers within the public rights-of way are identified.

> *If a public entity has responsibility or authority over streets, roads, or walkways, its transition plan shall include a schedule for providing curb ramps or other sloped areas where pedestrian walks cross curbs, giving priority to walkways serving entities covered by the Act, including State and local government offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas.*

Montgomery County has considered the following criteria for prioritizing the location of facilities in the public rights-of-way:

- Locations of citizens complaints
- Locations serving government offices and public facilities
- Locations of social need
- Locations serving other areas.

Table 3, on the following page illustrates the application of the prioritization criteria for facilities maintained by the County in the PROW. The highest priority facilities are those shaded in blue, and medium priority are shaded in light purple. The lowest priority facilities are those that have no access deficiencies identified and have no assigned color. The columns A-D in the matrix indicate the assigned criteria and are in order of importance from left to right, with the left column having the highest importance. The rows indicate the category of condition assigned to each facility during the evaluation process, with the top row having the highest importance. The description of each category is provided below.

The following describes each installation category priority found in the first column of the prioritization rubric:

1. Areas considered to be unsafe or have unsafe features such as horizontal openings, vertical surface discontinuities (i.e. trip hazards, rapid door closure speeds, and missing handrails.)

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2. The issue at this location causes a barrier to accessing the facility. Examples include door pull too great, no accessible route, & no accessible parking for van & standard vehicles.
3. The Detectable Warning Surface (i.e. Truncated domes) are missing or not in compliance with PROWAG standards.
4. The Slope or Cross-slope at this location is non-compliant
5. The Width of the feature noted is either too narrow or great
6. The maneuverable clear space or landing at this location is non-compliant witheither ADAAG or PROWAG standards.
7. The Handrails or door handles are out of compliance.
8. Handicap parking/signage & striping or directional signage is out of compliance. Including parking & aisle widths and number of compliant spaces.
9. The stairs/steps at this location are out of compliance.
10. The noted feature at this location is out of compliance, but in good condition.
11. No deficiency has been noted at this location.

Table 3: Prioritization Rubric for Non-Compliance in PROW

Table 3: Prioritization Rubric		ADA 35.151(d) Proximity Priorities			
		A	B	C	D
Installation Category Priority	Priority Description	Location of citizen complaints	Locations serving government offices & public facilties	Locations of Social Need	Locations serving Other Areas
1	Existing Facility or Infrastructure considered unsafe/ unsafe features	A1 High Priority	B1 ----------	C1 ----------	D1 ------|
2	Issue is a barrier	A2	B2	C2	D2
3	Detectable Warning Surface	A3	B3	C3	D3
4	Slope or Cross-slope Issue	A4	B4	C4	D4
5	Width Issues	A5	B5	C5	D5
6	Clear Space & Landing Issues	A6	B6 Medium Priority---	C6 ----------	D6 ------|
7	Handrail, door handle Issues	A7	B7	C7	D7
8	Handicap Parking/Signage & Directional Signage	A8	B8	C8	D8
9	Stairs/Steps Issue	A9	B9	C9	D9
10	Out of compliance but in good condition	A10	B10	C10	D10
11	No deficiencies identified	Low Priority A11	---------- B11	---------- C11	------| D11

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Table 3, above, depicts the priority to be given for each type of compliance issue found within the PROW.

- Violations that create a Barrier or locations of Citizen Complaints will be programmed and scheduled for remediation within 1 - 5 years.
- All other violations that are given High Priority according to Table 3 will be programmed and scheduled for remediation within 5 - 10 years.
- Violations given a Medium Priority according to Table 3 will be programmed and scheduled for remediation within 10 - 20 years.

The schedule in this Plan represents a target of 20-years for remediation of deficiencies in the public right-of-ways. Montgomery County reserves the right to modify priorities in order to allow flexibility in accommodating community requests, petitions for reasonable modifications from persons with disabilities, changes in County programs, and funding opportunities and constraints.

It is assumed that as non-compliance violations are evaluated in greater detail as part of future projects and complaints, a percentage of compliance violations will fall within the "Safe Harbor" provisions, as explained above in Section 2.1. These "Safe Harbor" violations will help to reduce the overall deficient inventory. The County will then revise the transition plan schedule for the removal of the remaining barriers, update the non-compliance inventory, and revise the transition plan schedule for the removal of remaining barriers on a regular basis.

4.0 Accommodation and Grievance

4.1 Request for Reasonable ADA Accommodation (Attachment A)

Montgomery County has established a request document for residents or visitors to ask for reasonable accommodation when planning to attend or use facilities or services owned or operated by the County. This form can be found in **Attachment A** and should be submitted to the ADA Coordinator, Scott Kramer, in a reasonable amount of time to facilitate accessible accommodations. Reasonable timeframes will be determined by the severity of the accessibility issue and will be provided if time and resources exist. If in such cases that the County is unable to provide for a reasonable accommodation, a formal written grievance may be submitted to the County ADA Coordinator, Scott Kramer, for further consideration and remediation.

4.2 Filing an ADA Grievance (Attachment B)

Step 1 -The Written Grievance

The grievance should be in writing and contain information about the alleged discrimination such as name, address and phone number of the complainant and location, date and description of the problem (see **Attachment B** for Filing an ADA Grievance

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Form). Alternative means of filing grievances will be made available for persons with disabilities upon request.

Contact the ADA Coordinator to request this information in an alternate format or the "Request for Accommodation" or "ADA Grievance" forms. The grievance should be submitted by the complainant as soon as possible, but no later than ninety (90) calendar days after the alleged violation (or discovery thereof) to:

Scott Kramer
Director of Risk Management and ADA Coordinator
P.O. Box 1667
Montgomery, AL 36102-1667
334-832-1280
scottkramer@mc-ala.org

Step 2 - Meeting with the ADA Coordinator

Within fifteen (30) calendar days upon receipt of the written grievance, the ADA Coordinator will meet with the complainant to discuss the grievance and possible resolutions. Within fifteen (30) calendar days after the meeting, the ADA Coordinator will respond in writing or in a format accessible to the complainant. The response will explain the position of Montgomery County and offer options for resolution of the grievance.

Step 3 -Appeal to the County Administrator

If the response by the ADA Coordinator does not satisfactorily resolve the issue, the complainant may appeal the decision, with in fifteen (15) calendar days after receipt of the response, to the County Administrator or an appointed representative.

Within fifteen (30) calendar days after receipt of the appeal, the County Administrator, or an appointed representative, will meet the complainant to discuss the grievance and possible resolutions. Within fifteen (30) calendar days after the meeting, the County Administrator, or an appointed representative, will respond in writing or in a format accessible to the complainant of final resolutions to the grievance.

All written grievances received by the ADA Coordinator, appeals to the County Manager, and responses from the ADA Coordinator and the County Manager, will be kept by Montgomery County as required by law.

Accommodation and Grievance Response

In responding to request(s) for structural improvement brought through the ADA Accommodation and Grievance process, the ADA Coordinator is limited in funding, but it will be spelled out in Phase II of the Transition Plan. In the event that these allocated

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funds are insufficient or already spent, subsequent improvements will be prioritized and scheduled in subsequent fiscal years.

5.0 Implementation Strategies

5.1 Meeting Title II Requirements

The ADA requires that new construction and alterations to existing facilities comply with the ADA Standards for Accessible Design (Standards). ADA requirements for new construction and alterations include detailed provisions for elements, spaces, and facilities.

Montgomery County will require that all new construction and alterations to existing structures must meet ADA standards for accessibility to the public right-of-way. As new County facilities are constructed or existing buildings remodeled, the County has put forth a conscious effort to comply with ADA requirements. The County has also enhanced pedestrian access via street related capital improvement projects and will continue these improvements to meet its overall accessibility goals. Several areas with non-existent barrier free ramps and sidewalks have been identified and have either been installed or are scheduled to be installed utilizing Community Development Block Grant (CDBG) funds. An ongoing assessment of areas requiring the removal of barriers will be conducted by County staff and the areas improved as funds are made available.

5.2 Requirements during Street Resurfacing Projects

During any street resurfacing project or whenever an occasion occurs that street resurfacing is necessary, all ADA requirements for curb ramps and crosswalks that have not been implemented or were disturbed during said resurfacing project will be brought into compliance with the ADA requirements.

5.3 Requirements during Sidewalk Repair and Maintenance

Sidewalks found to be in non-compliance with ADA regulation will be repaired or modified to come into compliance with ADA requirements. All repairs and modification will be administered in accordance with budgetary restrictions and will be completed as funds become available.

5.4 Requirements during New Construction

As new construction is developed, all applicable ADA requirements will be incorporated into the project.

5.5 Requirements Mandated by Regulations

County documents will be modified to require implementation of ADA requirements. Specifically, the County Subdivision Regulations ensure that implementation of sidewalks must be ADA compliant when accessing the public right-of-way.

5.6 ADA Coordinator Responsibility

It will be the responsibility of the ADA Coordinator to ensure that all staff and respective departments are aware of the ADA requirements and have received proper instruction or training in order to fulfill the requirements of the ADA. It will be the role of the ADA Coordinator to advise staff and departments of the County on ADA matters or connect them to an ADA professional recognized by the County. When knowledge or skills are needed for staff to function within the confines of ADA requirements, the ADA Coordinator will see that proper training is provided by a qualified source.

5.7 County Budget Allocation

The Montgomery County Commission, County Administration, and ADA Coordinator will work in concert each year to implement this transition plan. The remediation of compliance issues will be worked into the County budget over the timeframe of this plan, approximately 20 years, and as opportunities come available through grants or increases in revenue, additional consideration will be given to ADA compliance in accordance with this plan.

5.8 Inspection for ADA Compliance

Upon scheduling ADA compliance improvements to public facilities and programs used or maintained by Montgomery County for public use, the County will insure that plans for construction or alteration are compliant with PROWAG or ADAAG standards, which ever being the most applicable to the situation. The County will consult with entities knowledgeable of ADA regulations, as needed, to ensure that construction plans are compliant and to provide as built inspections of completed projects to certify that they conform with ADA regulation as adopted by Montgomery County.

In addition, any new facilities which provide public access will require an assessment to determine ADA compliance. An ADA consultant and inspector will be used, as needed, during planning, construction, and post-completion inspections of new developments.

ATTACHMENTS

6.1 ATTACHMENT A: REQUEST FOR REASONABLE ACCOMMODATION FORM

If you believe that you require a reasonable accommodation to access a program, service, or activity of Montgomery County, Alabama due to a disability, please complete and submit this form to the County's ADA Coordinator. If you have any questions, require assistance, or need alternative means to submit a request due to a disability, please contact:

Scott Kramer
Director of Risk Management and ADA Coordinator
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102
Tel: (334) 832-1280
Fax: (334) 832-2533
Email: scottkramer@mc-ala.org

SECTION 1

Person Requesting Accommodation:
Name: ______________________________
Street Address: ______________________________
County: ______________ State: ______________ Zip Code: ______________
Phone (day): ______________ (evening): ______________
Email: ______________________________
Preferred Method of Contact: ______________________________
Person Completing Form (If other than the concerned):
Name: ______________________________
Street Address: ______________________________
County: ______________ State: ______________ Zip Code: ______________
Phone (day): ______________ (evening): ______________
Email: ______________________________
Preferred Method of Contact: ______________________________

SECTION 2

Accommodation Requested. (Be as specific as possible, e.g., adaptive equipment, reader, interpreter. Please identify the specific program, service, or activity you are attempting to access.)

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SECTION 3 Reason for Request. (If accommodation is time sensitive, please explain)

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AFFIRMATION

I affirm that the above information is true and accurate to the best of my knowledge, information, and belief.

SIGNATURE: ____________________________________ DATE: _______________________

Sign and submit the completed REQUEST FOR REASONABLE ACCOMMODATION form by mail to Scott Kramer, Director of Risk Management and ADA Coordinator, Montgomery County Commission, P.O. Box 1667 Montgomery, AL 36102 or by fax to (334) 832-2533.

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6.2 ATTACHMENT B: ADA DISCRIMINATION GRIEVANCE

If you believe that you or another have been subjected to discrimination on the basis of disability in the provisions of services, activities, programs, or benefits by Montgomery County, Alabama, you may complete and submit this form to the County's ADA Coordinator. If you have any questions or need alternative means to submit a grievance due to a disability, please contact:

Scott Kramer
Director of Risk Management and ADA Coordinator
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102
Tel: (334) 832-1280
Fax: (334) 832-2533
Email: scottkramer@mc-ala.org

SECTION 1

Complainant Information:

Name: ______________________________
Street Address: ______________________________
County: ______________ State: ______________ Zip Code: ______________
Phone (day): ______________ (evening): ______________
Email: ______________________________
Preferred Method of Contact: ______________________________
Person Completing Form (If other than the complainant):

Name: ______________________________
Street Address: ______________________________
County: ______________ State: ______________ Zip Code: ______________
Phone (day): ______________ (evening): ______________
Email: ______________________________
Preferred Method of Contact: ______________________________

SECTION 2

Have efforts been made to resolve this grievance with the Commission previously?

☐ Yes ☐ No

- If yes, what was the outcome?

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Has a grievance related to the alleged discrimination that is the subject of this grievance been filed by the complainant or his/her designee with any other Federal, State, or local civil rights agency or court?

☐ Yes ☐ No

• If yes, with which agency(ies) and/or court(s)? Date filed?

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• Who is the contact person?

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____
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SECTION 3

When and where did the alleged discrimination occur?

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Please describe the acts and location of the alleged discrimination. Provide the name(s) where possible of the individuals involved in the acts at issue.

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Were they any witnesses to the alleged discrimination?

☐ Yes ☐ No

• If yes, please provide the witnesses' names and contact information?

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What corrective action do you believe would address your grievance?

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AFFIRMATION

I affirm that the above information is true and accurate to the best of my knowledge, information, and belief.

SIGNATURE: ______________________________ DATE: ____________________

Sign and submit the completed REQUEST ADA DISCRIMINATION GRIEVANCE form by mail to Scott Kramer, Director of Risk Management and ADA Coordinator, Montgomery County Commission, P.O. Box 1667 Montgomery, AL 36102 or by fax to (334) 832-2533.

SEE ATTACHMENT C

SEE ATTACHMENT C

6.3 Attachment: C - Park Compliance Issues Inventory

Park Name	Address	ADA Regulation #	Location	Description	Barrier	Priority Schedule		Time Frame	Date Completed
						Location	Compliance Issue		
Snowdoun Park	U.S. Hwy. 331								
		PROWAG R305	All Curb Cuts	No Detectable Warning Surface	No	A	A1	1-5 Years	
		PROWAG R204.2	Walking Trail Side-Grills	No Accessible Route	Yes	A	A3	1-5 Years	
		PROWAG R204.2	Walking Trail SIde-Benches	No Accessible Route	Yes	A	A3	1-5 Years	
		ADAAG 502.4	Parking Area	Cross Slope Violation	No	A	A1	1-5 Years	
		PROWAG R302.6	Walking Trail	Cross Slope Violation	No	A	A3	1-5 Years	
(Park) Flatwood Community Center	360 Williams Drive Mont., AL 36110								
		PROWAG R204.2	Grill	No Accessible Route	Yes	B	B3	1-5 Years	
		PROWAG R204.2	Bleachers	No accessible route	Yes	B	B3	1-5 Years	
		PROWAG R204.2	Park Site	No accessible route to bathroom facilities	Yes	B	B2	1-5 Years	
		PROWAG R302.6	Walking Trail	Cross Slope Violation	No	B	B3	1-5 Years	
		PROWAG R404	Benches & Bleachers	No clear space beside benches and bleachers (2.5 ft x 4 ft min)	Yes	B	B3	1-5 Years	
Ramer Park	Main Street, Ramer, AL								
		PROWAG R305	All Curb Cuts	No Detectable Warning Surface	No	C	C1	1-5 Years	
		PROWAG R204.2	Picnic Tables	No Accessible Route	Yes	C	C3	1-5 Years	
		PROWAG R204.2	Benches	No Accessible Route	Yes	C	C3	1-5 Years	
		PROWAG R204.2	Trashcans	No Accessible Route	Yes	C	C3	1-5 Years	

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		PROWAG R204.2	Playground	No Accessible Route	Yes	C	C2	1-5 Years	
		ADAAG 208.2.4	Parking Area	No Van Accessible Parking	Yes	C	C1	1-5 Years	
		ADAAG 502.3.3	Parking Area	No Access aisle markings	No	C	C1	1-5 Years	
		ADAAG 502.4	Parking Area	Cross Slope Violation	No	C	C1	1-5 Years	
		PROWAG R211.4	Parking Area	No Handicap Parking Signage	No	C	C1	1-5 Years	
		PROWAG R302.6	Walking Trail	Cross Slope Violation	No	C	C3	1-5 Years	
		PROWAG R407.6	Ramp to Walking Trail	No Level Landings	No	C	C3	1-5 Years	
		PROWAG R409.2	Ramp to Walking Trail	No Handrails on ramp	No	C	C3	1-5 Years	
Pintlala Park	Hwy. 31								
		PROWAG R305	All Curb Cuts	No Detectable Warning Surface	No	None	1	1-10 Years	
		PROWAG R204.2	Benches	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Trashcans	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R302.6	Walking Trail	Cross Slope Violation	No	None	3	1-10 Years	
Catoma Park	Mitchell-Young Rd								
		PROWAG R305	All Curb Cuts	No Detectable Warning Surface	No	None	1	1-10 Years	
		PROWAG R204.2	Playground	No Accessible Route	Yes	None	2	1-10 Years	
		PROWAG R204.2	Benches	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Trashcans	No Accessible Route	Yes	None	3	1-10 Years	
		ADAAG 502.6	Parking Area	No Van Accessible Parking Signage	No	None	1	1-10 Years	
		PROWAG R302.6	Walking Trail	Cross Slope Violation	No	None	3	1-10 Years	
Waugh Park	St. James Loop								
		PROWAG R305	All Curb Cuts	No Detectable Warning Surface	No	None	1	1-10 Years	
		PROWAG R204.2	Grills	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Benches	No Accessible Route	Yes	None	3	1-10 Years	

		PROWAG R204.2	Trashcans	No Accessible Route	Yes	None	3	1-10 Years	
		ADAAG 502.4	Parking Area	Cross Slope Violation	No	None	1	1-10 Years	
		PROWAG R211.4	Parking Area	No Handicap Parking Signage	No	None	1	1-10 Years	
		ADAAG 502.6	Parking Area	No Van Accessible Parking Signage	No	None	1	1-10 Years	
		PROWAG R302.6	Walking Trail	Cross Slope Violation	No	None	3	1-10 Years	
		PROWAG R407	Walking Trail	Clear Spaces for Benches	Yes	None	3	1-10 Years	
Pine Level Park	Hwy. 231, Pine Level, AL								
		PROWAG R305	All Curb Cuts	No Detectable Warning Surface	No	None	1	1-10 Years	
		PROWAG R204.2	Grills	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Benches	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Trashcans	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Pavilion	No Accessible Route	Yes	None	3	1-10 Years	
		ADAAG 502.2	Parking Area	No Van Accessible Parking	Yes	None	1	1-10 Years	
		ADAAG 502.3.3	Parking Area	No Access aisle markings	No	None	1	1-10 Years	
		ADAAG 502.4	Parking Area	Cross Slope Violation	No	None	1	1-10 Years	
		ADAAG 502.6	Parking Area	No Van Accessible Parking Signage	No	None	1	1-10 Years	
		PROWAG R302.2	Ramp to Playground	Width Violation	No	None	2	1-10 Years	
		PROWAG R302.6	Accessible Route	Cross Slope Violation	No	None	1	1-10 Years	
Wingard Park	Ramer-Grady Rd.								
		PROWAG R305	All Curb Cuts	No Detectable Warning Surface	No	None	1	1-10 Years	
		PROWAG R204.2	Grills	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Benches	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Trashcans	No Accessible Route	Yes	None	3	1-10 Years	

		PROWAG R302.7.2	Accessible Route	Vertical Surface Discontinuity	No	None	1	1-10 Years	
		ADAAG 502.6	Parking Area	No Van Accessible Parking Signage	No	None	1	1-10 Years	
Wayne Enzor Park	Meriwether Trail, Lapine, AL								
		PROWAG R305	All Curb Cuts	No Detectable Warning Surface	No	None	1	1-10 Years	
		PROWAG R204.2	Picnic Tables	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Benches	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Trashcans	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Playground	No Accessible Route	Yes	None	2	1-10 Years	
		PROWAG R204.2	Walking Trail	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R204.2	Tennis Court	No Accessible Route	Yes	None	3	1-10 Years	
		PROWAG R214	Parking Area	No Handicap Parking	Yes	None	1	1-10 Years	
		PROWAG R302.7.2	Accessible Route near Playground	Vertical Surface Discontinuity	No	None	2	1-10 Years	

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SEE ATTACHMENT D

6.4 Attachment: D - PROW Compliance Issue Inventory

Loc #	Facility Name	Address	ADA Regulation #	Location	Description	Priority	Time Frame	Date Completed
1/1	Annex 1	100 South Lawrence ST Mont., AL 36102						
			PROWAG R302.7.2	Lawrence St. & Washington Ave	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R302.7.3	Adams Ave. Entrance	Horizontal Openings - Drain Grates	B1	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			ADAAG 502.4	Perry St & Washington Ave.	Slope / Cross Slope Violation	B4	5-10 Years	
			ADAAG 502.4	Adams Ave.	Slope / Cross Slope Violation	B4	5-10 Years	
			PROWAG R302.6	Entire Site	Cross slope Violations	B4	5-10 Years	
			ADAAG 502.4	Lawrence St. & Washington Ave	Slope / Cross Slope Violation	B4	5-10 Years	
			PROWAG R304	Lawrence St. & Washington Ave	Cross slope Violations	B4	5-10 Years	
			PROWAG R304	Lawrence St. & Washington Ave	Cross slope Violations	B4	5-10 Years	
			PROWAG R304	Lawrence St. & Washington Ave	Curb Ramp Flare Violation	B4	5-10 Years	
			PROWAG R407.4	Adams Ave.	Slope of Ramp too high	B4	5-10 Years	
			PROWAG R407	Stairs between Adams & Perry St Parking Lots	Ramp Violation	B4	5-10 Years	
			ADAAG 502.4	Night Entrance	Slope / Cross Slope Violation	B4	5-10 Years	
			PROWAG R304	Night Entrance	Curb Ramp Flare Violation	B4	5-10 Years	

ADAAG 502.3	Adams Ave.	Access Aisle Violation < 4'	B5	5-10 Years	
PROWAG R302.3	Perry St Entrance	Pedestrian Access Route Width Violation	B5	5-10 Years	
PROWAG R302.3	Washington Ave.	Pedestrian Access Route Width Violation	B5	5-10 Years	
PROWAG R302.3	Stairs between Adams & Perry St Parking Lots	Pedestrian Access Route Width Violation	B5	5-10 Years	
ADAAG 404.2.3	Night Entrance	Door too narrow	B5	5-10 Years	
PROWAG R404	Lawrence St. & Washington Ave	Landing Violation	B6	10-20 Years	
PROWAG R404	Lawrence St. & Adams Ave.	Landing Violation	B6	10-20 Years	
PROWAG R404	Lawrence St. & Adams Ave.	Landing Violation	B6	10-20 Years	
PROWAG R407.6	Delivery Entrance	Landing Violation (Top & Bottom)	B6	10-20 Years	
PROWAG R404	Night Entrance	Landing Violation	B6	10-20 Years	
PROWAG R409	Perry St Entrance	Handrail Violations	B7	10-20 Years	
PROWAG R409	Washington Ave.	No handrails on Stairs (13 Sets)	B7	10-20 Years	
PROWAG R409	Lawrence St. Entrance	Handrail Violations	B7	10-20 Years	
PROWAG R409	Adams Ave. Entrance	Handrail Violations	B7	10-20 Years	
PROWAG R409	Delivery Entrance	Handrail Violations	B7	10-20 Years	
PROWAG R409	Stairs between Adams & Perry St Parking Lots	Handrail Violations	B7	10-20 Years	
ADAAG 502.3.3	Perry St & Washington Ave.	Paint designated Aisle	B8	10-20 Years	
ADAAG 502.6	Washington Ave.	No Van Accessibility Signage	B8	10-20 Years	
ADAAG 2.16.6	Adams Ave. Entrance	No Directional Signage to Handicap Accessible Entrance from Inaccessible location	B8	10-20 Years	

			ADAAG 2.16.6	Garage Entrance	No Directional Signage to Handicap Accessible Entrance from Inaccessible location	B8	10-20 Years	
			ADAAG 2.16.6	Night Entrance	No Directional Signage to Handicap Accessible Entrance from Inaccessible location	B8	10-20 Years	
			PROWAG R408	Delivery Entrance	Stair Violation	B9	10-20 Years	
			PROWAG R408	Stairs between Adams & Perry St Parking Lots	Stair Violation	B9	10-20 Years	
			ADAAG 502.3.3	Night Entrance	Restriping of Handicap Space Needed	B9	10-20 Years	
2/1	Annex 2	125 Washington Avenue Mont., AL 36104						
			PROWAG R302.7.2	Washington St.	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R302.7.2	Washington St. Entrance	Vertical Surface Discontinuity	B1	1-5 Years	
			ADAAG 208.2.4	Parking Area	No Van Accessible Parking	B2	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			PROWAG R302.6	Washington St.	Cross slope Violations	B4	5-10 Years	
			PROWAG R302.3	Fire Escape Stairs	Pedestrian Access Route Width Violation	B5	5-10 Years	
			PROWAG R407.6	Washington St. Entrance	Landing Violation at bottom of Ramp	B6	10-20 Years	
			PROWAG R409	Fire Escape Stairs	Handrail Violations	B7	10-20 Years	
			PROWAG R409	East Side Stairs	Handrail Violations	B7	10-20 Years	

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			PROWAG R409	Washington St. Entrance	Handrail Violations (Ramp)	B7	10-20 Years	
			PROWAG R409	Washington St. Entrance	Handrail Violations (Stairs)	B7	10-20 Years	
			ADAAG 502.3	Parking Area	No marked access aisle	B8	10-20 Years	
			PROWAG R408	Fire Escape Stairs	Stair Violation	B9	10-20 Years	
3/1	Annex 3	101 S Lawrence ST Mont., AL 36104						
			PROWAG R302.7.2	Washington Ave. & Lawrence St.	vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R408.5	Records & Recordings Entrance-Stairs	Lip at Nosing	B1	1-5 Years	
			ADAAG 404.2.8	Records & Recordings Entrance	Far-right interior vestibule door closes < 5 seconds	B1	1-5 Years	
			PROWAG R302.7.2	Washington Ave. Private Entrance	vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R302.7.3	Washington Ave. Pedestrian Access Route	Horizontal opening in Drainage Grate	B1	1-5 Years	
			PROWAG R302.7.2	S McDonough St Entrance	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R302.7.2	Parking Deck Level 1 - Entrance	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R302.7.3	Parking Deck Level 1 - Loading Ramp & Stairs	Drainage grate too large	B1	1-5 Years	
			ADAAG 404.2.3	Main Entrance on Lawrence St.	Far-right interior vestibule door does not open to 90 degrees	B10	10-20 Years	
			ADAAG 404.2.6	Records & Recordings Entrance	Doors swing toward each other and have a 37" gap	B10	10-20 Years	

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PROWAG R407	Parking Deck	Ramp Needed between Levels 1 & 2	B2	1-5 Years	
PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
PROWAG R304	Washington Ave. & Lawrence St.	Cross slope Violations	B4	5-10 Years	
PROWAG R304	McDonough St & Washington Ave.	Cross slope too steep	B4	5-10 Years	
PROWAG R304	McDonough St & Washington Ave.	Curb Flare Violation	B4	5-10 Years	
PROWAG R302.6	S McDonough St	Cross Slope Violation on Accessible Route	B4	5-10 Years	
ADAAG 502.4	Parking Deck Level 1	Slope / Cross Slope Violation	B4	5-10 Years	
PROWAG R302.6	Parking Deck Level 1	Cross Slope Violation on Accessible Route	B4	5-10 Years	
PROWAG R302.6	Parking Deck Level 1 - Loading Ramp & Stairs	Cross slope Violation	B4	5-10 Years	
PROWAG R302.3	Records & Recordings Entrance	Pedestrian Access Route too narrow	B5	5-10 Years	
PROWAG R407.6.4	Records & Recordings Entrance-Ramp	First ramp landing too narrow	B5	5-10 Years	
PROWAG R302.3	Washington Ave. Private Entrance	Pedestrian Access Route too narrow	B5	5-10 Years	
PROWAG R302.3	Washington Ave. @ Parking Deck	Pedestrian Access Route too narrow	B5	5-10 Years	
PROWAG R302.3	Parking Deck Level 2	Pedestrian Access Route too narrow	B5	5-10 Years	
PROWAG R302.3	Parking Deck Level 3-Stairs Near Entrance	Width Violation	B5	5-10 Years	
PROWAG R404	McDonough St & Washington Ave.	Landing Violation	B6	10-20 Years	
PROWAG R407.6	Parking Deck Level 1	No compliant landing at ramp	B6	10-20 Years	

PROWAG R409	Main Entrance on Lawrence St.- Ramp	Handrail Violation on Ramp	B7	10-20 Years	
PROWAG R409	Main Entrance on Lawrence St.- Stairs	Handrail Violation on Stairs	B7	10-20 Years	
PROWAG R409	Records & Recordings Entrance	Handrail Violation	B7	10-20 Years	
PROWAG R409	Records & Recordings Entrance- Stairs	Handrail Violation on Stairs	B7	10-20 Years	
PROWAG R409	Washington Ave. Private Entrance	Handrail Violation	B7	10-20 Years	
PROWAG R409.2	Parking Deck Level 1	Ramp does not have railing on each side	B7	10-20 Years	
PROWAG R409.10	Parking Deck Level 1	Rail railing does not continue up the entire length of ramp	B7	10-20 Years	
PROWAG R409	Parking Deck Level 1 - Loading Ramp & Stairs	Handrail Violation	B7	10-20 Years	
PROWAG R409	Parking Deck Level 3-Stairs Near Entrance	Handrail Violation	B7	10-20 Years	
ADAAG 216.6	All Entrances	Accessible Entrance not marked	B8	10-20 Years	
PROWAG R211.4	Parking Deck Level 1	No Handicap Parking Signage	B8	10-20 Years	
PROWAG R211.4	Parking Deck Level 1	No Handicap Parking Signage	B8	10-20 Years	
ADAAG 502.6	Parking Deck Level 1	No Van Accessibility Signage	B8	10-20 Years	
PROWAG R214	Parking Deck Level 3	Additional Handicap Parking Needed	B8	10-20 Years	
PROWAG R211.4	Parking Deck Level 3	No Handicap Parking Signage	B8	10-20 Years	
ADAAG 502.6	Parking Deck Level 3	No Van Accessibility Signage	B8	10-20 Years	

			ADAAG 2.16.6	Parking Deck Level 3	No Directional Signage to Handicap Accessible Entrance from Inaccessible location	B8	10-20 Years	
4/1	Annex 4	530 South Lawrence ST Mont., AL 36104						
			ADAAG 404.2.8	North Entrance	Closes < 5 Seconds	B1	1-5 Years	
			PROWAG R302.7.2	Eastside Curbcuts	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R406.3	North Entrance	Operable Devices too high	B10	10-20 Years	
			PROWAG R406.3	Southside Entrance	Operable Devices too high	B10	10-20 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			ADAAG 502.4	Parking Lot	Slope / Cross Slope Violation	B4	5-10 Years	
			PROWAG R302.6	North Entrance	Cross Slope Violation on Accessible Route	B4	5-10 Years	
			PROWAG R409	Eastside Steps #1	Ramp Violation	B4	5-10 Years	
			PROWAG R302.6	Eastside Steps #2	Cross Slope Violation on Accessible Route	B4	5-10 Years	
			ADAAG 404.2.3	North Entrance	Door too narrow	B5	5-10 Years	
			PROWAG R302.3	North Entrance	Pedestrian Access Route Too Narrow	B5	5-10 Years	
			ADAAG 404.2.4	North Entrance	Landing Violation	B6	10-20 Years	
			PROWAG R407	Eastside Steps #1	Handrail Violation	B7	10-20 Years	
			PROWAG R409	Eastside Steps #2	Handrail Violation	B7	10-20 Years	
			PROWAG R211.4	Parking Lot	No Handicap Parking Signage	B8	10-20 Years	
			ADAAG 502.6	Parking Lot	No Van Accessibility Signage	B8	10-20 Years	

			ADAAG 2.16.6	Stairs on Lawrence St.	No Directional Signage to Handicap Accessible Entrance from Inaccessible location	B8	10-20 Years	
			PROWAG R408	Eastside Steps #1	Stairs Violation	B9	10-20 Years	
			PROWAG R408	Eastside Steps #2	Stairs Violation	B9	10-20 Years	
5/1	County Courthouse	251 S. Lawrence ST Mont., AL 36104						
			PROWAG R302.7.2	Corner of Lawrence & Adams Ave	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R302.7.3	North Side Steps leading to Basement	Grate in Path	B1	1-5 Years	
			PROWAG R302.7.2	North Side Steps leading to Basement	Vertical Surface Discontinuity	B1	1-5 Years	
			ADAAG 208.2.4	Employee Parking	No Van Accessible Parking	B2	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			PROWAG R305.1.4	Median B/w Courthouse & Gallion Office	Detectable Warning Surface Width Violation	B3	5-10 Years	
			PROWAG R305.1.4	East Side B/w Courthouse & Jail	Detectable Warning Surface at door ramp	B3	5-10 Years	
			PROWAG R302.6	Lawrence St. Sidewalk	Cross Slope Violation on Accessible Route	B4	5-10 Years	
			PROWAG R304	Lawrence St. & Adams Ave.	Cross slope Violations	B4	5-10 Years	
			PROWAG R304	Lawrence St. & Adams Ave.	Cross slope Violations	B4	5-10 Years	
			PROWAG R404	Lawrence St. & Adams Ave.	Landing Violation	B6	10-20 Years	
			PROWAG R404	Lawrence St. & Adams Ave.	Landing Violation	B6	10-20 Years	
			PROWAG R409	East Side on Lawrence	Rails needed on all 5 sets of stairs	B7	10-20 Years	

			PROWAG R409	North Side Steps leading to Basement	Railing Violation	B7	10-20 Years	
			PROWAG R409	East Side Steps leading to Bank	Railing Violation	B7	10-20 Years	
			ADAAG 502.3.3	Lawrence St.	No Access aisle markings	B8	10-20 Years	
6/1	Tax Appraisal Office	131 South Perry ST Mont., AL 36104						
			PROWAG R302.7.2	East Entrance (Top Ramp)	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R302.7.2	East Entrance (Bottom Stairs)	Vertical Surface Discontinuity	B1	1-5 Years	
			ADAAG 208.2.4	Entire Site	No Van Accessible Parking	B2	1-5 Years	
			ADAAG 2.16.6	Perry St. Entrance	No Directional Signage to Handicap Accessible Entrance from Inaccessible Entrance location	B2	1-5 Years	
			PROWAG R403.4	Parking Lot Entrance	Door pull > 5 lbs	B2	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			ADAAG 502.4	Adams Ave.	Slope / Cross Slope Violation	B4	5-10 Years	
			PROWAG R302.3	East Entrance (Top Ramp)	Pedestrian Access Route Width Violation	B5	5-10 Years	
			PROWAG R302.3	Perry St. Entrance	Pedestrian Access Route Width Violation	B5	5-10 Years	
			PROWAG R407.6	Adams Ave.	No Landing at top or bottom of ramp	B6	10-20 Years	
			PROWAG R404.3	Perry St. Entrance	Landing Violation	B6	10-20 Years	
			PROWAG R409	East Entrance (Top Ramp)	Handrail Violation	B7	10-20 Years	

			PROWAG R409	East Entrance (Bottom Stairs)	Handrail Violation	B7	10-20 Years	
			PROWAG R409	Perry St. Entrance	Handrail Violation	B7	10-20 Years	
			PROWAG R408	East Entrance (Bottom Stairs)	Stair Violation	B9	10-20 Years	
9/1	Detention Fac (incl. mech. blg.)	250 S. McDonough ST Mont., AL 36104						
			ADAAG 208.2.4	South Entrance (Single Door)	No handrails on both sides	B1	1-5 Years	
			ADAAG 404.2.8	South Entrance (Single Door)	Door Closes < 5 Seconds	B1	1-5 Years	
			PROWAG R302.7.3	Northside Steps From Adams to Parking	Horizontal Opening	B1	1-5 Years	
			PROWAG R304	Adams Ave. & McDonough St.	No Curb Ramp	B2	1-5 Years	
			PROWAG R304	Eastside Entrance Ramp & Area	New concreted needs curbcut	B2	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			PROWAG R305	Westside b/w Courhouse & Jail	Detectable Warning Surface needed @ curbcut	B3	5-10 Years	
			PROWAG R305.1.4	Eastside @ Alabama st & McDonough	Detectable Warning Surface @ curbcut Violation	B3	5-10 Years	
			PROWAG R305	Eastside Entrance Ramp & Area	Detectable Warning Surface needed at 7 locations	B3	5-10 Years	
			PROWAG R305.2.2	Westside b/w Courhouse & Jail	Parrallel curbcut	B4	5-10 Years	
			PROWAG R302.6	Eastside Entrance Ramp & Area	new concrete has cross slope violation	B4	5-10 Years	

			PROWAG R302.2	Northside Steps From Adams to Parking	Steps too Narrow	B5	5-10 Years	
			PROWAG R302.3	Eastside @ handicap space	Pedestrian Access Route too Narrow	B5	5-10 Years	
			PROWAG R409	Northside Steps b/w Mechanical & Jail	Railing Violation	B7	10-20 Years	
			PROWAG R407	Eastside @ Alabama st & McDonough	Pedestrian Access Route should be a Ramp	B7	10-20 Years	
			PROWAG R407	Eastside Entrance Ramp & Area	Rails Needed	B7	10-20 Years	
			PROWAG R211.4	McDonough St.	No Handicap Parking Signage	B8	10-20 Years	
			ADAAG 502.6	McDonough St.	No Van Accessible Parking Signage	B8	10-20 Years	
9/1	Detention Facility Addition	250 S. McDonough ST Mont., AL 36104						
			PROWAG R302.7.3	Pedestrian Access Route	Grate Violation	B1	1-5 Years	
			PROWAG R302.7.2	Eastside Entrance - Steps Leading to Basement	Vertical Surface Discontinuity	B1	1-5 Years	
			ADAAG 2.16.6	Adams Ave.	No Directional Signage to Handicap Accessible Entrance from Inaccessible Entrance location	B2	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			PROWAG R305	Eastside building sidewalk at Dumpters	No Detectable Warning Surface	B3	5-10 Years	
			PROWAG R404	McDonough St. & Alabama St.	Landing Violation	B6	10-20 Years	
			PROWAG R404	McDonough St. & Alabama St.	Landing Violation	B6	10-20 Years	

			PROWAG R404	McDonough St. & Alabama St.	Landing Violation	B6	10-20 Years	
			PROWAG R404	McDonough St. & Alabama St.	Landing Violation	B6	10-20 Years	
			PROWAG R404	McDonough St. & Adams Ave.	Landing Violation	B6	10-20 Years	
			PROWAG R404	McDonough St. & Adams Ave.	Landing Violation	B6	10-20 Years	
			PROWAG R404	S Hull St. & Alabama St.	Landing Violation	B6	10-20 Years	
			PROWAG R404	S Hull St. & Alabama St.	Landing Violation	B6	10-20 Years	
			PROWAG R404	S Hull St. & Alabama St.	Landing Violation	B6	10-20 Years	
			PROWAG R404	S Hull St. & Alabama St.	Landing Violation	B6	10-20 Years	
			PROWAG R404	S Hull St. & Alabama St.	Landing Violation	B6	10-20 Years	
			ADAAG 502.3.3	Hull St. (Fenced Parking)	True Van Accessible Space needs to be re-striped (NE Space)	B8	10-20 Years	
			ADAAG 502.6	Hull St. (Fenced Parking)	Improper use of Van Accessible Signage. Space size insuffient for Van Accessibility	B8	10-20 Years	
			ADAAG 502.6	Hull St. (Fenced Parking)	Improper use of Van Accessible Signage. Space size insuffient for Van Accessibility	B8	10-20 Years	
			ADAAG 502.6	Hull St. (Fenced Parking)	Improper use of Van Accessible Signage. Space size insuffient for Van Accessibility	B8	10-20 Years	
11/1	Probate & Revenue East (lease)	5340 Atlanta Highway Mont., AL 36109						
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	

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12/1	Probate & Revenue West	3075 Mobile Highway Mont., AL 36108						
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			PROWAG R404.2	Parallel Cut	Cross Slope Violation	B4	5-10 Years	
			ADAAG 502.4	Handicap Parking Area	Slope & Cross-Slope Violation	B4	5-10 Years	
17/1	Parking Deck	200 Scott ST Mont., AL 36104						
			PROWAG R304	All Curb Cuts	No Curb Ramps	B2	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			PROWAG R304.4.1	Curb Cut at Scott Street	Violation	B4	5-10 Years	
			ADAAG 502.4	Floor 1	Slope & Cross-Slope Violation	B4	5-10 Years	
			ADAAG 502.4	Floor 2	Slope & Cross-Slope Violation	B4	5-10 Years	
			PROWAG R302.5	Floor 1	Slope Violation on Accessible Route	B4	5-10 Years	
			PROWAG R302.6	Floor 1	Cross Slope Violation on Accessible Route	B4	5-10 Years	
			ADAAG 502.2	Floor 1	Width Violation	B5	5-10 Years	
			ADAAG 502.5	Floor 1	Noncompliant Vertical Clearance	B5	5-10 Years	
			ADAAG 502.3	Floor 2	Width Violation	B5	5-10 Years	
			ADAAG 502.5	Floor 2	Noncompliant Vertical Clearance	B5	5-10 Years	
			PROWAG 409	Lawrence St Steps	No Handrail	B7	10-20 Years	
			PROWAG R211.4	Floor 1	Noncompliant Signage	B8	10-20 Years	
			PROWAG R211.4	Floor 2	Noncompliant Signage	B8	10-20 Years	

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			ADAAG 2.16.6	Floor 1	No Directional Signage to Handicap Accessible Entrance from Inaccessible Entrance location	B8	10-20 Years	
			PROWAG R408.3	Outdoor Stairs	Open Risers	B9	10-20 Years	
18/1	Personnel (lease)	27 Madison Avenue Mont., AL 36104						
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			ADAAG 404.2.6	Front Entrance	Vestibule Door Clearance < 48"	B5	5-10 Years	
22/1	Greil (Atty Gallion's) Building	305 S. Lawrence St. Mont., AL 36104				B3		
			PROWAG R302.7.2	West Entrance	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R302.7.2	North Side Stairs #2 to Basement	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R302.7.2	North Side Stairs #3 to Level 1 @ Wheelchair Elevator	Vertical Surface Discontinuity	B1	1-5 Years	
			PROWAG R204.2	Entire Site	No Accessible Route to Entrance	B2	1-5 Years	
			PROWAG R214	Entire Site	No Handicap Parking	B2	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			PROWAG R304	Scott St. & S Lawrence St.	Slope Violation on Curb Ramp	B4	5-10 Years	
			PROWAG R304	Scott St. & S Lawrence St.	Slope Violation on Curb Ramp	B4	5-10 Years	
			PROWAG R402.4	North Side Stairs #1 on Lawrence	Head Clearance too Low	B5	5-10 Years	
			PROWAG R409	West Entrance	Rail Violation	B7	10-20 Years	

			PROWAG R409	North Side Stairs #1 on Lawrence	Rail Violation	B7	10-20 Years	
			PROWAG R409	North Side Stairs #2 to Basement	Rail Violation	B7	10-20 Years	
			PROWAG R409	North Side Stairs #3 to Level 1 @ Wheelchair Elevator	Rail Violation	B7	10-20 Years	
			ADAAG 2.16.6	North Entrance	No Directional Signage to Handicap Accessible Entrance from Inaccessible Entrance location	B8	10-20 Years	
			ADAAG 2.16.6	North Entrance	No Directional Signage to Handicap Accessible Entrance from Inaccessible Entrance location	B8	10-20 Years	
			ADAAG 2.16.6	North Entrance	No Directional Signage to Handicap Accessible Entrance from Inaccessible Entrance location	B8	10-20 Years	
			ADAAG 2.16.6	Lawrence St.	No Directional Signage to Handicap Accessible Entrance from Inaccessible Entrance location	B8	10-20 Years	
			PROWAG R408	West Entrance	Stair Violation	B9	10-20 Years	
			PROWAG R408	North Side Stairs #1 on Lawrence	Stair Violation	B9	10-20 Years	
			PROWAG R408	North Side Stairs #3 to Level 1 @ Wheelchair Elevator	Stair Violation	B9	10-20 Years	
23/1	Flatwood Community Center	360 Williams DR Mont., AL 36110						

			ADAAG 502	Parking Area	No Handicap Parking	C2	1-5 Years	
			PROWAG R204.2	Grill	No Accessible Route	C2	1-5 Years	
			PROWAG R204.2	Pavilion	No Accessible Route	C2	1-5 Years	
			PROWAG R204.2	Basketball Court	No Accessible Route	C2	1-5 Years	
			PROWAG R214	Williams Dr.	No Handicap Parking	C2	1-5 Years	
			PROWAG 302.6	Front Entrance	Accessible Route Cross Slope Violation	C4	10-20 Years	
			PROWAG 307	Front Entrance	Accessible Route Ramp Violation	C4	10-20 Years	
			PROWAG R302.5	Front Entrance	Route is too steep (Use standards for ramps when mitigating)	C4	10-20 Years	
			PROWAG R302.6	Front Entrance	Cross Slope Violation on Accessible Route	C4	10-20 Years	
			PROWAG 302.3	Front Entrance	Pedestrian Access Route Width Violation	C5	10-20 Years	
27/1	Ramer Library (lease)	5444 Highway 94 Ramer, AL 36069						
			PROWAG R302.7.2	Column Left Elevation	Vertical Surface Discontinuity	C1	1-5 Years	
			PROWAG R214	Parking Area	No Handicap Parking	C2	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	C3	5-10 Years	
			PROWAG R409	Handrails	Violation (need two sets)	C7	10-20 Years	
			PROWAG R408.2	Stairs	1st set of steps-riser too high	C9	10-20 Years	
28/1	Hope Hull Library	273 Federal RD Hope Hull, AL						
			ADAAG 502.2	Parking Area	No Van Accessible Parking	C2	1-5 Years	
			PROWAG R403.4	Front Entrance	Door pull is > 5 lbs	C2	1-5 Years	

			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	C3	5-10 Years	
			ADAAG 502.4	Parking Area	Slope / Cross Slope Violation	C4	10-20 Years	
			PROWAG R302.5	Parking Area	Accessible route should be a ramp, slope is > than 1:20	C7	10-20 Years	
			ADAAG 502.2	Parking Area	Handicap space Width too narrow	C8	10-20 Years	
			PROWAG R211.4	Parking Area	No Handicap Parking Signage	C8	10-20 Years	
29/1	Pine Level Library	20 Cohn DR Pine Level, AL 36065						
			PROWAG R409.7.2	Front Entrance	Handrail gripping surface > 4"	C10	10-20 Years	
			PROWAG R407.9.1	Front Entrance	Surface does not extend 12" past inside face	C10	10-20 Years	
			PROWAG R204.2	Parking Area	No Accessible Route to Entrance	C2	1-5 Years	
			PROWAG R214	Parking Area	No Handicap Parking	C2	1-5 Years	
			PROWAG R407.4	Front Entrance	Ramp too steep	C4	10-20 Years	
			PROWAG R409.4	Front Entrance	Handrails too high > 38"	C7	10-20 Years	
			PROWAG R409.10	Front Entrance	Handrail does not extend 12"	C7	10-20 Years	
			PROWAG R408	Stairs	Violation	C9	10-20 Years	
30/1	Prestwood (Pardon & Parole)	350 Adams Avenue Mont., AL 36104						
			ADAAG 404.2.8	Adams Ave.	Door Closes < 5 Seconds	B1	1-5 Years	

			ADAAG 502.2	Hull St.	Handicap space lacks required width. Current dimensions of location will not accommodate handicap parking	B2	1-5 Years	
			PROWAG R304	S Hull St. & Adams Ave.	No Curb Ramps	B2	1-5 Years	
			PROWAG R304	S Hull St. & Adams Ave.	No Curb Ramps	B2	1-5 Years	
			PROWAG R204.2	Southside Entrance Door	No Pedestrian Access Route	B2	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			PROWAG R302.6	East sidewalk	Cross slope Violation	B4	5-10 Years	
			PROWAG R302.6	South Parking Lot Curb Cuts	Cross Slope between Cuts - Violation	B4	5-10 Years	
			PROWAG R302.3	Northside Sidewalk	Pedestrian Access Route too Narrow	B5	5-10 Years	
			PROWAG R302.3	Northside Ramp	Ramp Too Narrow	B5	5-10 Years	
			PROWAG R404	Adams Ave.	Curb ramp lacks proper landing	B6	10-20 Years	
			PROWAG R404	Soutside Entrance Door	No clear space	B6	10-20 Years	
			PROWAG R409	Northside Steps	Rail Violation	B7	10-20 Years	
			PROWAG R409	Southside Steps	Rail Violation	B7	10-20 Years	
			ADAAG 2.16.6	Hull St.	No Directional Signage to Handicap Accessible Entrance	B8	10-20 Years	
			PROWAG R408	Northside Steps	Steps Violation	B9	10-20 Years	
			PROWAG R302.3	Southside Steps	Steps too Narrow	B9	10-20 Years	
31/1	Community Corrections	301 Adams Avenue Mont., AL 36104						
			PROWAG R302.7.2	North Entrance	Threshold violation	B1	1-5 Years	

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PROWAG R403.3	North Entrance	Operable Part Reach Range (Height Violation)	B10	10-20 Years	
ADAAG 206.2.1	All Entrances	No Accessible Entrance	B2	1-5 Years	
PROWAG R304	Adams Ave. & McDonough St.	No Curb Ramps	B2	1-5 Years	
PROWAG R304	Adams Ave. & McDonough St.	No Curb Ramps	B2	1-5 Years	
PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
ADAAG 502.4	North Entrance	Slope / Cross Slope Violation	B4	5-10 Years	
ADAAG 404.2.4	North Entrance	Landing Violation	B6	10-20 Years	
PROWAG R404	Adams Ave. & McDonough St.	Landing Violation	B6	10-20 Years	
PROWAG R404	Adams Ave. & McDonough St.	Landing Violation	B6	10-20 Years	
PROWAG R409	West Entrance - McDonough St.	Handrail Violation	B7	10-20 Years	
PROWAG R409	East Entrance	Handrail Violation	B7	10-20 Years	
PROWAG R211.4	North Entrance	No Handicap Parking Signage	B8	10-20 Years	
ADAAG 2.16.6	Front Entrance -Adams Ave.	No Directional Signage to Handicap Accessible Entrance	B8	10-20 Years	
ADAAG 2.16.6	West Entrance - McDonough St.	No Directional Signage to Handicap Accessible Entrance	B8	10-20 Years	
ADAAG 2.16.6	East Entrance	No Directional Signage to Handicap Accessible Entrance from Inaccessible Entrance location	B8	10-20 Years	

			PROWAG R408	West Entrance - McDonough St.	Stair Violation	B9	10-20 Years	
			PROWAG R408	East Entrance	Stair Violation	B9	10-20 Years	
32/1	Community Corrections - 2	125 S. McDonough ST Mont., AL 36105						
			PROWAG R403.3	Front Entrance -Adams Ave.	Operable Part Reach Range (Height Violation)	B10	10-20 Years	
			ADAAG 206.2.1	All Entrances	No Accessible Entrance	B2	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			PROWAG R409	Front Entrance -Adams Ave.	Handrail Violation	B7	10-20 Years	
			ADAAG 2.16.6	South Entrance	No Directional Signage to Handicap Accessible Entrance from Inaccessible Entrance location	B8	10-20 Years	
33/1	On-site Clinic	300 S. Hull ST Mont., AL 36104						
			PROWAG R403.3	Main Entrances	Operable Part Reach Range (Height Violation)	C10	10-20 Years	
			ADAAG 502.2	Hull St.	Handicap space lacks required width. Current dimensions of location will not accommodate handicap parking	C2	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	C3	5-10 Years	
			PROWAG R407.4	Handicap Space Ramp	Ramp too steep	C4	10-20 Years	

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			PROWAG R302.3	Stairs - West Entrance	Pedestrian Access Route Width Violation	C5	10-20 Years	
			PROWAG R302.3	Main Entrances	Pedestrian Access Route Width Violation	C5	10-20 Years	
			ADAAG 404.2.3	Main Entrances	Door too narrow	C5	10-20 Years	
			PROWAG R409	Stairs - West Entrance	Handrail Violation	C7	10-20 Years	
34/1	Pike Road Library (lease)	9583 Vaughn RD Mont., AL 36064						
35/1	Pike Road Library (lease)	9585 Vaugh RD Mont., AL 36064						
36/1	Pike Road Library (lease)	9589 Vaughn RD Mont., AL 36064						
			ADAAG 404.2.8	Main Entrance	Left Door Closes < 5 Seconds	C1	1-5 Years	
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	C3	5-10 Years	
			ADAAG 502.4	Front Parking Area	Slope / Cross Slope Violation	C4	10-20 Years	
			ADAAG 502.4	Front Parking Area	Slope / Cross Slope Violation	C4	10-20 Years	
43/1	Probate/Revenue Office	5447 Atlanta Hwy Mont., AL 36109						
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			ADAAG 502.3.3	Front Entrance	No Access aisle markings	B8	10-20 Years	

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			ADAAG 502.6	Front Entrance	No Van Accessible Parking Signage	B8	10-20 Years	
44/1	Probate/Revenue Office	5449 Atlanta Hwy Mont., AL 36109						
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			ADAAG 502.6	Front Entrance	No Van Accessible Parking Signage	B8	10-20 Years	
46/1	Name Unavailable	3425 McGehee Rd, Mont., AL 36111						
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	B3	5-10 Years	
			ADAAG 502.3.3	Handicap Parking Area	Re-Stripe Handicap Spaces	B8	10-20 Years	
			PROWAG R211.4	Handicap Parking Area	Handicap Signage too Low < 60"	B8	10-20 Years	
	Pintlala Library	255 Federal RD, Hope Hull						
			PROWAG R305	All Curb Cuts	No Detectable Warning Surface	C3	5-10 Years	
	Lagos Del Sol	Hwy 31, Hope Hull, AL						
			PROWAG R302.7.2	Entire Site	Vertical Surface Discontinuity	C1	1-5 Years	
			PROWAG R304	Entire Site	No Curb Ramps	C2	1-5 Years	
			PROWAG R305	Entire Site	No Detectable Warning Surface	C3	5-10 Years	
			PROWAG R302.6	Entire Site	Cross slope viola.	C4	10-20 Years	
	Timber Creek	Vaughn Rd. (Chantilly)						

	PROWAG R302.7.2	Entire Site	Vertical Surface Discontinuity	C1	1-5 Years	
	PROWAG R304	Entire Site	No Curb Ramps	C2	1-5 Years	
	PROWAG R305	Entire Site	No Detectable Warning Surface	C3	5-10 Years	
	PROWAG R302.6	Various Locations	Cross slope viola.	C4	10-20 Years	
	PROWAG R302.3	House 8390	Width Violation	C5	10-20 Years	

Tammy Nix

From:	Scott Kramer
Sent:	Monday, March 26, 2018 4:50 PM
To:	Donald Mims
Cc:	Florence Cauthen; Tammy Nix
Subject:	FW: ADA Transition Plan - updated 11/6/17
Attachments:	Attachment C_Parks.pdf; Attachment D_Building&Sidewalks.pdf; DRAFT Transition Plan - PROW & PARKS- Montgomery County_11062017 attachments C-D inserted.pdf

Donnie,

I am forwarding the draft of the American with Disability Act Transition Plan (with attachments). I would like for the opportunity of discussing the transition plan with the County Commission at the next meeting. Once the transition plan is approved by the Commission, it will be placed on our website.

Scott Kramer
City / County Director of Risk Management
Montgomery, Alabama
334-832-1280

16-58

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 4/16/18 - CODE: 001-59320.498

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			**23,100**	**21,500**	**22,500**	**20,250**	**28,300**	**115,650**
**DR-C-2018-31	**Nat King Cole Society, Inc.	**Educational Program - RECLASSIFY FROM DESIGNATED REVENUE (3-19-18) TO AGENCY APPROPRIATIONS				1,000		1,000
C-2018-73								0
								0
								0
								0
								0
								0
								0
								0
NC-2018-78	Montgomery City-County Public Library	Library Programming and Ongoing Projects		500				500
	Total Appropriations 4/16/18		0	500	0	1,000	0	1,500
	APPROPRIATED BUDGET BALANCE		**23,100**	**21,000**	**22,500**	**19,250**	**28,300**	**114,150**
	Administrator Date							

AGENDA
APR 16 2018

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AGENDA

APR 16 2018

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 4/16/18 - CODE: 001-59320.494								
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			**45,480**	**49,850**	**64,450**	**64,350**	**52,100**	**276,230**
BOE-2018-59	Park Crossing High School	Athletics Department for Softball Program					1,000	1,000
BOE-2018-60	Dunbar-Ramer School	Athletics Banquet					600	600
								0
								0
	Total Appropriations 4/16/18		0	0	0	0	1,600	1,600
	APPROPRIATED BUDGET BALANCE		**45,480**	**49,850**	**64,450**	**64,350**	**50,500**	**274,630**
	Administrator Date							

18-1

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 4/16/18 - CODE: 001-59320.450

Contract Number	Organization	Description of Program	Joint	Infrastructure	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			**292,761**	**150,000**	**134,000**	**136,000**	**75,000**	**149,000**	**148,500**	**1,085,261**
**DR-C-2018-31	**Nat King Cole Society, Inc.	**Education Program RECLASSIFY FROM DESIGNATED REVENUE (3-19-18) TO AGENCY APPROPRIATIONS						-1,000		-1,000
DR -C-2018-36										0
										0
										0
										0
**Budget Change Request Number 12	**Troy University	**Rescind Appropriation to Troy University for Youth Summit	-3,000							-3,000
DR-NC-2018-7	Troy University	Community Outreach	3,000							3,000
	Total Appropriations 4/16/18		0	0	0	0	0	-1,000	0	-1,000
	APPROPRIATED BUDGET BALANCE		**292,761**	**150,000**	**134,000**	**136,000**	**75,000**	**150,000**	**148,500**	**1,086,261**

Administrator Date

AGENDA
APR 16 2018

19-1

AGENDA

APR 16 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: March 26, 2018

RE: Invitation to Bid No. 52110-18B-008
Leather and Accessories

Request that approval of award on the above referenced Invitation to Bid to the second low bid of Gulf States Distributors in the amount of $11,848.70 be placed on a future agenda. (Copy of spread sheet attached.)

Coordination of award made with Sheriff Derrick Cunningham.

Attachment

20-1

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-18B-008				Gulf States Distributors 6000 E Shirley Lane Montgomery, AL 36117		Walter Craig, LLC 1201 N.E. Byass Montgomery, AL 36117		North American Fire Equipment Company 1515 W Moulton St Decatur, AL 35601		GT Distributor of Georgia, Inc. 100 McFarland Avenue Rossville, GA 30741		Dana Safety Supply 5221 W. Market St. Greensboro, NC 27409	
DATE ISSUED: FEBRUARY 20, 2018													
DATE OPENED: MARCH 12, 2018													
SHERIFF'S OFFICE - LEATHER AND ACCESSORIES													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Uncle Mike's Basket												
	Weave Belt "Mirage"												
	Size 24" - 44"	Ea	25	$30.42	$760.50	$30.17	$754.25	$40.56	$1,014.00	$28.34	$708.50	$31.19	$779.75
	Size 46" - Up	Ea	25	$32.89	$822.25	$30.17	$754.25	$40.56	$1,014.00	$30.64	$766.00	$31.19	$779.75
2	Belt: Inner Uncle Mike's												
	Nylon Reversible												
	Size 24" - 44"	Ea	25	$13.38	$334.50	$13.26	$331.50	$18.77	$469.25	$12.47	$311.75	$13.59	$339.75
	Size 46" - Up	Ea	25	$15.79	$394.75	$15.66	$391.50	$21.79	$544.75	$14.72	$368.00	$16.07	$401.75
3	Holster: Duty; Basket	Ea	25	$118.58	$2,964.50	$118.54	$2,963.50	$145.68	$3,642.00	$101.02	$2,525.50		
	Weave ALS Mid-Ride												
	Level III for Glock 22												
4	Magazine Carrier Uncle Mike's	Ea	25	$23.76	$594.00	$24.91	$622.75	$34.19	$854.75	$22.14	$553.50	$24.13	$603.25
	Basket Weave "Mirage"												
	for Glock 22												
5	Baton Holder: Uncle Mike's	Ea	25	$10.91	$272.75	$10.83	$270.75	$15.67	$391.75	$10.53	$263.25	$11.09	$277.25
	Basket Weave "Mirage"												
6	Flashlight Carrier: Black	Ea	25	$6.86	$171.50	$6.86	$171.50	$10.95	$273.75	$6.62	$165.50		
	Basket Weave Safariland												

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Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-18B-008 DATE ISSUED: FEBRUARY 20, 2018 DATE OPENED: MARCH 12, 2018 SHERIFF'S OFFICE - LEATHER AND ACCESSORIES TERMS OF PAYMENT / DISCOUNT:				Gulf States Distrbutors 6000 E Shirley Lane Montgomery, AL 36117		Walter Craig, LLC 1201 N.E. ByPass Montgomery, AL 36117		North American Fire Equipment Company 1515 W Moulton St. Decatur, AL 35601		GT Distributors of Georgia, Inc. 100 McFarland Avenue Rossville, GA 30741		Dana Safety Supply 5221 W. Market St. Greensboro, NC 27409	
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
7	Flashilight Carrier	Ea	25	$12.90	$322.50	$3.90	$97.50	$18.14	$453.50	$12.02	$300.50	$13.11	$327.75
	Uncle Mike's Basket Weave												
	"Mirage"												
8	Handuff Case	Ea	25	$21.45	$536.25	$16.18	$404.50	$22.41	$560.25	$15.19	$379.75	$16.56	$414.00
	Uncle Mike's Basket Weave												
	"Mirage"												
9	Belt Plain Leather with												
	Silver Buckle												
	24" - 44"	Ea	50	$10.91	$545.50	$50.63	$2,531.50	$20.13	$1,006.50	$13.35	$667.50		
	46" - Up	Ea	50	$13.59	$679.50	$50.63	$2,531.50	$23.38	$1,169.00	$16.02	$801.00		
10	Outer Belt: Nylon; Duty Belt												
	Uncle Mike's Model 8774												
	Size Small - XL	Ea	25	$16.96	$424.00	$16.81	$420.25	$18.70	$467.50	$15.80	$395.00	$17.23	$430.75
11	Handcuff Case: Nylon	Ea	25	$10.91	$272.75	$10.83	$270.75	$15.62	$390.50	$10.53	$263.25	$18.59	$464.75
	Uncle Mike's Model 8878												
12	Mace Holder: Nylon	Ea	25	$10.91	$272.75	$10.30	$257.50	$15.01	$375.25	$10.01	$250.25	$10.55	$263.75
	Black Snap, Uncle Mike												
13	Magazine Carrier	Ea	25	$27.60	$690.00	$27.60	$690.00	$33.92	$848.00	$22.88	$572.00		
	Safariland												

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Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-18B-008				Gulf States Distributors 6000 E Shirley Lane Montgomery, AL 36117		Walter Craig, LLC 1201 N.E. Bypass Montgomery, AL 36117		North American Fire Equipment Company 1515 W. Moulton St. Decatur, AL 35601		GT Distributors of Georgia, Inc. 100 McFarland Avenue Rossville, GA 30741		Dana Safety Supply 5221 W. Market St. Greensboro, NC 27409	
DATE ISSUED: FENRUARY 20, 2018													
DATE OPENED: MARCH 12, 2018													
SHERIFF'S OFFICE - LEATHER AND ACCESSORIES													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
14	Bianchi Glove Pouch 7328	Ea	25	$11.59	$289.75	$11.59	$289.75	$17.05	$426.25	$11.18	$279.50	$9.00	$225.00
15	Retention Duty Holster	Ea	12	$107.60	$1,291.20	$101.46	$1,217.52	$131.39	$1,576.68	$91.67	$1,100.04		
	Safariland Model 6360												
16	Bianchi Belt Keepers	Ea	25	$8.39	$209.75	$9.15	$228.75	$21.50	$537.50	$8.09	$202.25	$6.00	$150.00
	4 Pack												
					$11,848.70		$15,199.52		$16,015.18		$10,873.04		$5,457.50

Notes:

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STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACT NO. 52110-18B-008

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into on the 16th day of April, 2018, by and between Gulf States Distributors located in Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Gulf States Distributors agrees to furnish leather and accessories for the Montgomery County Sheriff's Office, in accordance with all the provisions of Invitation to Bid No. 52110-18B-008, as issued by the Montgomery County Commission on February 20, 2018, (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Gulf States Distributors and Montgomery County Commission agrees as follows:

1. That all terms, conditions and specifications of the Invitation to Bid are incorporated herein by this reference.

2. That the period of the contract will be for one (1) year, beginning April 16, 2018 and ending April 15, 2019 with the option to renew for an additional two (2) years, providing funds are made available by the Montgomery County Commission. That the prices stipulated in the bid by Gulf States Distributors shall remain firm for the one (1) year period.

3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year.

4. That Montgomery County Commission or Gulf States Distributors may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.

5. That Gulf States Distributors shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.

6. That Gulf States Distributors agrees to protect, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Gulf States Distributors , death or damages to property without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such loses, claims, liens, demands and

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causes of action rise out of the negligent acts or omissions of contractor, its employees, agents and officers Gulf States Distributors agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Gulf States Distributors also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

6. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Gulf States Distributors.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 16th day of April, 2018.

WITNESS: GULF STATES DISTRIBUTORS

____________________________ BY: ____________________________

TITLE: ____________________________

WITNESS: MONTGOMERY COUNTY COMMISSION

____________________________ BY: ____________________________

TITLE: ____________________________

20-6

Derrick Cunningham
Sheriff of Montgomery County

Kevin J. Murphy
Chief Deputy

Colonel Wanda J. Robinson
Director of Detention

Date: 03-22-2018

To: Myrtle Singleton

From: Sheriff Derrick Cunningham

Subject: Pending award of Leather Contract

In reference to the pending award of the Leather Contract 52110-18B-008, I have reviewed the results of the bids that were received on 12 March, 2018 and have determined that G.T. Distributors headquartered in Rossville, Ga to be the lowest bidder. However, G.T. Distributors was awarded a contract for the same equipment in late 2014 and defaulted on the terms of the contract by failing to provide requested items within a timely manner along with their inability to obtain product from the specified manufacturer. This failure to provide requested products, resulted in the County exercising the right to terminate the contract in June 2015 and awarding to the next lowest bidder. Due to their previous failure in fulfilling the requirements of the Contract, it is my recommendation that they not be considered as a "Responsible Bidder" and for this award to be awarded to the next lowest vendor.

Sheriff D. Cunningham

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

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

June 5, 2015

Mr. Clint Welch, Contracts & Managed Accounts Supervisor
GT Distributors of GA, Inc.
100 McFarland Avenue
Rossville, GA 3071

Dear Mr. Welch:

Attached is a copy of Contract Number 52110-14B-026, in which your company was to provide leather and accessories to Montgomery County Sheriff Office. The contract has a provision in paragraph three (3) that states "That Montgomery County Commission and GT Distributors of GA may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice by either party." Based on the information provided by the Sheriff's Office, on several occasions GT Distributors of GA has failed to deliver leather and accessories within seven (7) working days after receipt of order as specified in the Invitation to Bid.

As per the terms of the agreement, we are terminating the contract effective July 13, 2015

Sincerely,

D L Mims

Donald L. Mims
County Administrator

DLM/ms

Attachment

cc: Derrick Cunningham, Sheriff

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DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

Date: 05-29-15

To: Myrtle Singleton

From: Sheriff D. Cunningham

Subject: Request to discontinue contract purchasing with GT Distributors

In October of 2014 GT Distributors won the bid to provide law enforcement duty gear to the Montgomery County Sheriff's Office. We placed our first order with them in November of 2014 and did not receive the items ordered until February of 2015. Some of the items on this order were incorrect and it took an additional month or two to obtain the correct items. A second order was placed in February 2015, a bulk of the items arrived in April however to this date there are still items missing from that order. Capt. Beaudry has spoken with Eric Swartz who is the sales representative for our area. He advised that he is not able to stock Uncle Mikes gear in store in order to provide us with our requests in a timely manner. He further advised that he has problems obtaining Uncle Mikes equipment and this has been a constant problem for him and his company. Due to their inability to provide the requested items within the time outlined in our contract agreement, I am requesting that we discontinue our contract with GT Distributors and move on to the next vendor on the bid list.

Sheriff D. Cunningham

AGENDA

APR 16 2018

March 28, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator fmc

SUBJECT: Final Pay Application from Stallings and Sons, Inc.

Please find attached an application for final payment of $181,365.74 to Stallings and Sons, Inc., for the Sheriff's Dispatch and Annex I first floor renovations.

I request that the final payment to Stallings and Sons, Inc., be placed on the next agenda.

21-1

AIA® Document G702™ – 1992

Received
MAR 1 3 2018
P H & J Architects

Application and Certificate for Payment

TO OWNER: Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36104

FROM CONTRACTOR: Stallings & Sons, Inc.
1140 Newell Parkway
Montgomery, AL 36110

PROJECT: Sheriff's Dispatch and First Floor Renovations
The Montgomery County Courthouse - Annex 1

VIA ARCHITECT: PH&J Architects, Inc.
P.O. Box 215
Montgomery, AL 36101

APPLICATION NO: 014
PERIOD TO: March 01, 2018
CONTRACT FOR: General Construction
CONTRACT DATE: September 21, 2016
PROJECT NOS: 1208GVO / 17-13 /

Distribution to:
OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
BOOKKEEPING/FILE: ☒

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM** $1,983,362.00
2. **NET CHANGE BY CHANGE ORDERS** $35,876.36
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) $2,019,238.36
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703) $2,019,238.36
5. **RETAINAGE:**
   a. 0.00 % of Completed Work (Column D + E on G703) $0.00
   b. 0 % of Stored Material (Column F on G703) $0.00
   Total Retainage (Lines 5a + 5b or Total in Column I of G703) $0.00
6. **TOTAL EARNED LESS RETAINAGE** $2,019,238.36
   (Line 4 Less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** $1,837,872.62
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** $181,365.74
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 less Line 6) $0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$41,200.45	$0.00
Total approved this Month	$0.00	$5,324.09
TOTALS	$41,200.45	$5,324.09
NET CHANGES by Change Order		$35,876.36

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: [signature] Date: March 01, 2018
State of: Alabama
County of: Montgomery
Subscribed and sworn to before me this 1st day of March 2018
Notary Public: Sheena Scheil
My Commission expires: October 01, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $181,365.74

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: PH&J Architects, Inc
By: [signature] Date: 03-13-2018

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

21-2

AGENDA

APR 16 2018

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 16

DEPARTMENT: County Commission Appropriations **REQUESTED BY:** Donald L. Mims 4/2/18
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 4/2/18
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo [ ] Agenda [✓]

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Health Services, Inc.	001-56300.426	0	52,500	52,500
Envision 20/20	001-56300.438	0	(52,500)	(52,500)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		$ 0	$ 0	$ 0

JUSTIFICATION: To budget for an appropriation to Health Services, Inc. using funds budgeted for health services through Envision 20/20 which was disbanded in 2017.

Revised 12/14/2016

22-1

AGENDA

APR 16 2018

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 3

DEPARTMENT: Engineering

REQUESTED BY: George Speake 4/9/2018
Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 4/10/18
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☑

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Advertising	111-53199.253	1,500	519	2,019
Rental of Construction Equipment	111-53199.225	2,000	(519)	1,481
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		$ 3,500	$ 0	$ 3,500

JUSTIFICATION: To realign budget for Advertising.

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

AGENDA

Request Number: 2

APR 16 2018

DEPARTMENT: Personnel

REQUESTED BY: Carmen Douglas 4/10/18
Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 4/10/18
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo [ ]
Agenda [✓]

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Equipment/Furniture Purchases	123-51961.400	12,000	(6,000)	6,000
Legal Services	123-51961.305	16,500	6,000	22,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		$ 28,500	$ 0	$ 28,500

JUSTIFICATION: To realign the budget to cover increased legal expenses

AGENDA

APR 16 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: 500013234 (Replace K Schofield)

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

Proposed Effective Date: April 23, 2018

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham — Date April 5, 2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Date 04/06/2018

Employee Benefit Manager

Sherrill Thomas — Date 4/09/2018

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

Revised 12/14/2016

25-1

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

APR 16 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	500419106 (Replace R Croom)
Pay Grade	PCT Pay Range $30,096
Proposed Effective Date	April 23, 2018
Type of Hire	(☑) New (☐) Promotional
Type of Appointment	(☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham — Date 04/09/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Date 04/09/2018

Employee Benefit Manager

Sherrill Thomas — Date 4/9/2018

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

25-2

AGENDA

APR 16 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title: Corrections Officer Trainee

Position Number: 500419213 (Replace Dee Cunningham)

Pay Grade: PCT Pay Range: $30,096

Proposed Effective Date: April 23, 2018

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 03/30/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 03/30/2018

Employee Benefit Manager

Sherrill Thomas Date 4/09/2018

Finance Director

ADMINISTRATIVE APPROVAL:

_______________ Date _______

County Administrator

Revised 12/14/2016

25-3

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Engineering

DEPARTMENT HEAD: George Speake

SUPERVISOR: George Speake

POSITION INFORMATION:

Position Title: Retired RSA Employee/Professional

Position Number: TBD

Pay Grade: A09 Pay Range: 24.34 - 36.37/hour

Proposed Effective Date: July 2, 2018

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: ( ) Permanent (✓) Temporary

JUSTIFICATION:

Lonnie McGough will retire effective July 1, 2018. He has agreed to come back and temporarily work approximately 20 hours per week to help provide for a smoother transition before we permanently fill the position. Funding for this position will come from his current budgeted salary of $63,134. As an RSA retiree, his earning are limited to $30,000 a year with no benefits.

George Speake Date March 26, 2018

Department Head

FINANCIAL IMPACT:

The cost of the part time RSA retiree will be covered in the current budget by the vacated position budgeted amount.

Sherrill Thomas Date 3/27/2018

Finance Director

ADMINISTRATIVE REVIEW/COMMENTS:

Date

County Administrator

AGENDA

APR 16 2018

MEMORANDUM

March 28, 2018

TO: Montgomery County Commissioners

FR: Carmen Douglas, Personnel Director

RE: Fill Request for Part-time/Temporary Administrative Support

The Personnel Department would like to employee a Retired RSA Employee or a College Intern to provide additional support to our administrative support staff. This additional support is being requested as the result of the retirement of one of our Administrative Support Specialists.

We have reorganized some of duties of the support staff and it is our plan to be able to fill in the gaps of some of the entry level functions (filing, answering the phone and light computer work) with part-time temporary assistance. It is our desire to hire someone that is currently enrolled or is a recent graduate from an office automation or similar program. This will give the student/recent graduate an opportunity to gain experience while also providing us with much needed support. If we are unable to hire a college intern, we would like to employ a RSA retiree so I am asking for approval of both positions.

The commissioners' favorable consideration of this request would be greatly appreciated.

27-1

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Personnel

DEPARTMENT HEAD: Carmen Douglas

SUPERVISOR: Renee Wood

POSITION INFORMATION:

Position Title: College Intern

Position Number: To be determined

Pay Grade: N/A   Pay Range: $7.6509/hr

Proposed Effective Date: April 9, 2018

Type of Hire: (✓) New   (   ) Promotional

Type of Appointment: (   ) Permanent   (✓) Temporary

JUSTIFICATION:

The Personnel Department would like to use a college student as an intern. The intern will work less than 30 hours per week until the end of this fiscal year.

____________________________ Date __________

Department Head

FINANCIAL IMPACT:

The estimated cost of the intern position is less than $5,000. The current Personnel budget has funds to cover the cost.

Sherrill Thomas   Date 3/28/2018

Finance Director

ADMINISTRATIVE REVIEW/COMMENTS:

____________________________ Date __________

County Administrator

Revised 12/14/2016

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Personnel

DEPARTMENT HEAD: Carmen Douglas

SUPERVISOR: Renee Wood

POSITION INFORMATION:

Position Title: Retired RSA Employee/Clerical

Position Number: To be determined

Pay Grade: A01 Pay Range: $9.9206/hour

Proposed Effective Date: April 9, 2018

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: ( ) Permanent (✓) Temporary

JUSTIFICATION:

The Personnel Department would like to hire a Retired RSA Employee/Clerical. The employee will work less than 30 hours per week until the end of the current fiscal year.

Carmen Douglas Date 3/28/2018

Department Head

FINANCIAL IMPACT:

The estimated cost of the Retired RSA Employee is less than $6,000. The current Personnel budget has funds to cover the cost.

Sherrill Thomas Date 3/28/2018

Finance Director

ADMINISTRATIVE REVIEW/COMMENTS:

Date

County Administrator

AGENDA

APR 16 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate

DEPARTMENT HEAD: Malcolm Richard

SUPERVISOR: Malcolm Richard

POSITION INFORMATION:

Position Title: Customer Service Clerk

Position Number: 750016035

Pay Grade: A04 Pay Range: 28,765 - 42,978

Proposed Effective Date: 23 April 2018

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Date 4 April 2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 04/04/2018

Employee Benefit Manager

Sherrill Thomas Date 4/9/2018

Finance Director

ADMINISTRATIVE APPROVAL:

Date

County Administrator

Revised 12/14/2016

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

APR 16 2018

DEPARTMENT: Revenue Commissioner's Office-Collections

DEPARTMENT HEAD: Allyson Holland

SUPERVISOR: Revenue Branch Supervisor

POSITION INFORMATION:

Position Title: Administrative Support Specialist

Position Number: 800015014

Pay Grade: A04 Pay Range: 28,765 - 42,978

Proposed Effective Date: May 21, 2018

Type of Hire: (☑) New (☐) Promotional

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

DEPARTMENT APPROVAL:

Allyson Holland Date 4/10/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 4/10/2018

Employee Benefit Manager

Sherrill Thomas Date 4/10/2018

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date ________

County Administrator

AGENDA

APR 16 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title: Deputy Sheriff Part Time

Position Number: 550431004(replace K Bishop)

Pay Grade: PS1 Pay Range: 18.9694/hour

Proposed Effective Date: April 23, 2018

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 4/03/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 04/06/2018

Employee Benefit Manager

Sherrill Thomas Date 4/09/2018

Finance Director

ADMINISTRATIVE APPROVAL:

_______________ Date _______

County Administrator

Revised 12/14/2016

AGENDA

APR 16 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title: Deputy Sheriff Sergeant

Position Number: 550432034 (Replace J Spivey)

Pay Grade: PS3 Pay Range: $44,664-$66,733

Proposed Effective Date: April 23, 2018

Type of Hire: (☐) New (☑) Promotional

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

DEPARTMENT APPROVAL:

Derrick Cunningham Date April 6, 2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 04/06/2018

Employee Benefit Manager

Sherrill Thomas Date 4/09/2018

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

Montgomery County Commission
Travel / Training Request Approval
Request # 11

AGENDA
APR 16 2018

Date: April 11, 2018
To: Donald L. Mims, Administrator
From: Florence Cauthen
Re: Approval for the following travel:

Destination: Orange Beach, Alabama
Departure Date: May 3, 2018 Return Date: May 5, 2018
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend the Legal Issues Facing City & County Governments Seminar

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

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [✓] Other (Specify) [ ]

Total (est.) Cost: $1,242.82 Advance Registration Required: $379.00
Department Name: County Commission Fund Name: General
Additional Comments: Registration $379.00 - Hotel $548.00-Mileage $215.82 - Meals $100.00

To: Florence Cauthen
From: Donald L. Mims, Administrator
The above request is app. 4/16/18 reimbursement of actual and necessary expenses in the approximate amount of $1,242.82 and advance registration of $379.00 is authorized.

To be completed by the Finance Department		
Fund Code:	001-51100.265	(ex: 000-00000-000)
Description:	Registration and Training	
Current Budget:	$22,500.00	
Approved Requests:	$9,711.50	
Budget Available:	$12,788.50	
Current Requests:	$1,242.82	
Budget Balance:	$11,545.68	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 4/11/2018
cc: Finance Director / Buyer

31-1

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA
APR 16 2018

Date: April 10, 2018
To: Donald L. Mims, Administrator
From: George Noblin
Re: Approval for the following travel:

Destination: Montevalo, AL
Departure Date: May 3, 2018 Return Date: May 4, 2018
Conference Leave (Days / Hours): 2 days
Purpose of Travel: To attend the Spring meeting of the Ala. Assn. of Boards of Registrars

Traveler (s) Name:
1. George Noblin
2. Brenda Daly
3.
4.
5.
6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [✓] Other (Specify) [ ]

Total (est.) Cost: $543.00 Advance Registration Required:
Department Name: Board of Registrars Fund Name: General Fund
Additional Comments:

To: George Noblin
From: Donald L. Mims, Administrator
The above request is app. 4/16/18 reimbursement of actual and necessary expenses in the approximate amount of $543.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51920.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$1,500.00
Approved Requests:	$826.17
Budget Available:	$673.83
Current Requests:	$543.00
Budget Balance:	$130.83

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 4/11/2018
cc: Finance Director / Buyer

Revised 2/8/17

31-2

Montgomery County Commission
Travel / Training Request Approval
Request # 12

AGENDA
APR 16 2018

Date:	April 9, 2018
To:	Donald L. Mims, Administrator
From:	Wanda J. Robinson, Director
Re:	Approval for the following travel:

Destination: Montgomery, AL

Departure Date: June 7, 2018 Return Date: June 7, 2018

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: How to Deal with Unacceptable Employee Behavior

Traveler (s) Name:
1. Kimberly Mims-Harris
2. Jeron James
3. Kala Roberson
4. Rhonda Blair
5. Anthony Nwamadu
6.

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

Total (est.) Cost: $945.00 Advance Registration Required: $945.00

Department Name: Detention Facility Fund Name: General

Additional Comments:

To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is app. 4/16/18 reimbursement of actual and necessary expenses in the approximate amount of $945.00 and advance registration of $945.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department		
Fund Code:	001-52200.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$20,000.00	
Approved Requests:	$18,845.00	
Budget Available:	$1,155.00	
Current Requests:	$945.00	
Budget Balance:	$210.00	

Reviewed by: S. Thomas

Date: 4/9/2018

cc: Finance Director / Buyer

31-3

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 30

AGENDA
APR 16 2018

Date: April 9, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Camp Shelby, MS
Departure Date: June 24, 2018 Return Date: June 28, 2018
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: attend Proactive Criminal Patrol Course

Traveler (s) Name: 1. D. Dupree 4.
2. 5.
3. 6.

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

Total (est.) Cost: $50.00 Advance Registration Required: $0.00
Department Name: Sheriff's Office Fund Name: 749-52110.499
Additional Comments:

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator
The above request is app. 4/16/18 reimbursement of actual and necessary expenses in the approximate amount of $50.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	749-52110.499 (ex: 000-00000-000)
Description:	Administration Expense
Current Budget:	$365,200.00
Approved Requests:	$155,669.89
Budget Available:	$209,530.11
Current Requests:	$50.00
Budget Balance:	$209,480.11

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 4/10/2018
cc: Finance Director / Buyer

31-4

Revised 2/8/17