REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

FEBRUARY 20, 2018

AGENDA

INFORMATION SESSION

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

Prayer

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
Manager of Public Affairs
County Attorney

Comments from Scheduled Attendees:

Chair Charlotte Meadows with LEAD Foundation Board
Finance Director Barry Crabb with the City of Montgomery
Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission
Sheriff Derrick Cunningham
Executive Director Charles Lee with That's My Child

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Sankey

Pledge of Allegiance Led by Commissioner Singleton

Call of Roll to Establish Quorum

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

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Authorization of Resolution regarding an Economic Development Project, County Commission

2. Consider Authorization of Board Member Appointment, Montgomery County Board of Human Resources

3. Consider Authorization of Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 5FSL for the Montgomery County Sheriff's Office (FY2015 - $25,000), Sheriff's Office

4. Consider Authorization of Amendment to Enterprise Agreement with Microsoft regarding Upgrading Office 365 Products, Information Systems

5. Consider Authorization of Agreement with IPT Associates, LLC, regarding No Cost Addition of Site Shield, Information Systems

6. Consider Authorization of Final Pay Application from David Bulger, Inc., for Repair of the Annex II Retaining Wall, County Commission

7. Consider Authorization of Amendment Number 1 to Contract with Galls, LLC, for Sheriff's Office Uniforms, Items 1-21, 23-27, 30, 57 and 58 regarding a One (1) Year Extension, beginning February 7, 2018 and ending on February 6, 2019 and a 5% Pricing Increase, Contract Number 52110-17B-008, Sheriff's Office

8. Consider Authorization of Amendment Number 4 to Contract with Haynes Ambulance of Alabama, Inc., for emergency medical treatment and transportation regarding a ninety (90) days extension, beginning March 1, 2018 and ending on May 30, 2018, Sheriff's Office

9. Consider Authorization of Payment of 2018 Membership Dues in the Amount of $300 to the Public Relations Council of Alabama (PRCA) Montgomery Chapter for Manager of Public Affairs Hannah Hawk, Public Affairs

10. Consider Authorization of Miscellaneous Appropriations Reprogramming Requests, County Commission

11. Consider Authorization of Appropriation from Donation Revenue to the Alabama-Korea Educational Exchange Program, Inc. (A-KEEP) for Global Youth Leadership Program in the Amount of $5,000, County Commission Appropriations

12. Consider Authorization of Appropriation from Donation Revenue to the Alabama Dance Theatre for Free Admission for Title One Economically Disadvantaged School Children & Outreach Organizations in the Amount of $15,000, County Commission Appropriations

13. Consider Authorization of Appropriation from Donation Revenue to Central Alabama Community Foundation for Educational Programs for youth who are from economically disadvantaged circumstances in the Amount of $42,964, County Commission Appropriations

14. Consider Authorization of Appropriation from Donation Revenue to E.A.T. South for Downtown Farm Development Project & Related Educational Workshops in the Amount of $5,000, County Commission Appropriations

15. Consider Authorization of Appropriation from Donation Revenue to House to House Community Development, Inc., for Operating Expenses in the Amount of $12,400, County Commission Appropriations

16. Consider Authorization of Appropriation from Donation Revenue to Liberty Learning Foundation, Inc., for Program Expenses in the Amount of $25,000, County Commission Appropriations

17. Consider Authorization of Appropriation from Donation Revenue to Lifetime Resolutions II, Inc., for Holistic Center for Women and Programs for Youth & Their Mothers who need Treatment for Substance Abuse & Mental Illnesses in the Amount of $100,000, County Commission Appropriations

18. Consider Authorization of Appropriation from Donation Revenue to the Montgomery Education Foundation for the Summer Program "Brain Forest Summer Learning Academy" in the Amount of $32,000, County Commission Appropriations

19. Consider Authorization of Appropriation from Donation Revenue to the Montgomery S.T.E.P. Foundation for the Violence Prevention Program in the Amount of $10,000, County Commission Appropriations

20. Consider Authorization of Appropriation from Donation Revenue to the Montgomery Symphony Association d/b/a Montgomery Symphony Orchestra for Music Education & Musical Enrichment Program for All Ages in the Amount of $20,000, County Commission Appropriations

21. Consider Authorization of Appropriation from Donation Revenue to Motherly Care Family Services for Nursing Assistant Training Program in the Amount of $15,000, County Commission Appropriations

22. Consider Authorization of Appropriation from Donation Revenue to Troy University Rosa Parks Museum for the Annual Juneteenth Celebration in the Amount of $5,375, County Commission Appropriations

23. Consider Authorization of Appropriation from Donation Revenue to the Second Chance Foundation for Counseling Services & Academic Remediation for At-Risk Children Expelled from the M.P.S. System in the Amount of $25,000, County Commission Appropriations

24. Consider Authorization of Appropriation from Donation Revenue to the Southern Youth Leadership Development Institute, for Youth Programs in the Amount of $25,000, County Commission Appropriations

25. Consider Authorization of Appropriation from Donation Revenue to the Southeastern Livestock Exposition, Inc., for Awards, Premiums and Expo Expenses in the Amount of $20,000, County Commission Appropriations

26. Consider Authorization of Budget Change Request Number 1, Personnel Department

27. Consider Authorization of Position Fill Requests – Detention Facility (8)
    - Administrative Support Associate, Position Number 500013235
    - Corrections Officer Trainee, Position Number 500419034
    - Corrections Officer Trainee, Position Number 500419203
    - Corrections Officer Trainee, Position Number 500419211
    - Corrections Officer Sergeant, Position Number 500421061
    - Corrections Officer Corporal, Position Number 500425168
    - Corrections Officer Corporal, Position Number 500425011
    - Maintenance Mechanic, Position Number 500748002

28. Consider Authorization of Position Fill Request – Probate Judge's Office (1)
    - Customer Service Clerk, Position Number 750016019

29. Consider Authorization of Position Fill Request – Sheriff's Office (1)
    - Deputy Sheriff Trainee, Position Number 550430101

30. Consider Authorization of Position Fill Requests – Tax and Audit Department (2)
    - Senior Revenue Auditor, Position Number To Be Assigned
    - Revenue Compliance Officer, Position Number To Be Assigned

31. Consider Authorization of Position Fill Requests – Youth Facility (2)
    - Juvenile Detention Officer, Position Number 900300019
    - Administrative Support Associate, Position Number 900013009

32. Consider Authorization of Travel/Training Requests (5)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Adjourn

CALENDAR OF EVENTS

FEBRUARY 19, 2018	County Holiday (Washington's Birthday)
FEBRUARY 20, 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
MARCH 5, 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
MARCH 19, 2018	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon
APRIL 2, 2018	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon
APRIL 16, 2018	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon

AGENDA

FEB 20 2018

2-20-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-2-18

Check Number	To	Check Number
275408		275450
Total Checks Paid		$10,282,827.74

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

AGENDA

FEB 20 2018

2-20-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-2-18

Check Number	To	Check Number
275451		275516
Total Checks Paid		$161,743.89

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

AGENDA

FEB 20 2018

2-20-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-9-18

Check Number	To	Check Number
275517		275565
Total Checks Paid		$404,981.86

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

AGENDA

FEB 20 2018

2-20-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-9-18

Check Number	To	Check Number
275566		275679
Total Checks Paid		$868,701.79

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

2/20/18 Meeting AGENDA

MONTGOMERY COUNTY COMMISSION

FEB 2 0 2018

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED
2/2/18

Payroll Check Number	129508	To	Payroll Check Number	129567	$	48,220.82
Direct Deposits					$	882,157.81
Payroll Check Number	129568	To	Payroll Check Number	129588	$	261,511.91
Direct Deposits					$	410,619.07
Federal Deposits					$	300,106.80
Total Payroll Paid					$	1,902,616.41

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

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

MONTGOMERY COUNTY COMMISSION
EST. 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
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AGENDA
FEB 20 2018

February 9, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Resolution regarding an Economic Development Project

The Montgomery County Commission, at its meeting on February 5, 2018, agreed to place on the next agenda a Resolution regarding an economic development project.

I am requesting that the Commission approve this Resolution.

DLM/tn

Attachment

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 February ___, 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 February, 2018.

County Administrator of Montgomery County, Alabama

[S E A L]

RESOLUTION

Whereas Montgomery 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, the Project requires financial incentive support;

Whereas, the 2017 Regular Session of the Alabama Legislature adopted Act 2017-465 (the "Act"), which provided Montgomery County (the "County") with the ability to levy and collect a certain rental tax under the terms and conditions contained in the Act;

Whereas, the County anticipates that levying and collecting the Rental Tax (as such term is defined herein) will, either directly or indirectly, enable the County to form the District to support the Project;

Whereas, the County Commission has hereby found and declared that it is necessary and appropriate to levy and collect such Rental Tax authorized to be levied and collected pursuant to the Act in order to support the Project (directly or indirectly); and

Whereas, the County Commission has hereby found and declared that (1) the Rental Tax is not a gross receipts tax in the nature of a sales tax, as such term is defined in Section 40-2A-3(8) of the Code of Alabama (1975), and used in Section 11-51-209 of the Code of Alabama (1975), and (2) is not a tax on gross proceeds described in Act 89 of the 1975 Fourth Special Session, but is instead a direct tax on the lessee or renter collected by the lessor or vendor for ease of administration;

Now, therefore, BE IT RESOLVED by the Montgomery County Commission as follows:

Section 1 Definitions.

(a) As used in this resolution, the following words, terms, and phrases where used shall have the following respective meanings except where the context clearly indicates a different meaning:

(1) COUNTY. Montgomery County, Alabama.

(2) COUNTY COMMISSION. The Montgomery County Commission.

(3) PROJECT DEBT. Bonds, warrants, funding agreements or other obligations issued by the County (i) in such aggregate principal amounts and in accordance with such terms and conditions as shall be determined by the Commission in the proceedings whereunder such obligations are issued, (ii) which will provide funds from the County to support the Project either directly or by securing the issuance of debt

for the Project by the District, and (iii) the payment of which will be either from generally available County funds or from the proceeds of the Rental Tax. The term "Project Debt" includes all such original obligations and any obligations issued to refinance the original obligations and any obligations issued for the subsequent refinancing thereof, whether through direct issuances of obligations by the County or through obligations issued to secure financing or refinancing debt of the District for the Project.

(4) RENTAL PASSENGER VEHICLE. An automotive vehicle designed to carry 15 or fewer passengers and used primarily for the transportation of persons on public roads and highways that is rented or leased without a driver, regardless of where such vehicle is licensed.

(5) RENTAL REVENUE. The value proceeding or accruing from the lessee or renter in each transaction involving the leasing or renting tangible personal property, not including any license, privilege, or excise tax passed on to a lessee or renter by a lessor or vendor, without any deduction on account of the cost of the property so leased or rented, the cost of materials used, labor or service cost, interest paid, or any other expenses whatsoever, and without any deduction on account of loss, and shall also include on the part of any person claiming an exemption under subdivision (i) of Section 2 an amount equal to the amount of rental paid on any tangible personal property acquired under such exception and thereafter diverted to the use of such person.

(6) RENTAL TAX. The privilege, license, or excise tax authorized by this Resolution.

(7) RENTAL TRUCK. An automotive vehicle designed primarily for the transportation on public roads and highways of property in or upon its own structure and having a Gross Vehicle Weight under 26,000 pounds, including, without limitation, an automotive vehicle commonly known as a "pickup" or "pickup truck," that is rented or leased without a driver, regardless of where such vehicle is licensed.

(8) STATE DEPARTMENT OF REVENUE. The Alabama Department of Revenue, or any such successor agency Commissioned by the Legislature to administer the State Rental Tax.

(9) STATE RENTAL TAX. The tax levied by Article 4 of Chapter 12 of Title 40, Code of Alabama (1975).

(b) All definitions of words, terms, and phrases in, or incorporated into, the Act and the statutes levying the State Rental Tax and in any related rules of the State Department of Revenue shall apply to this resolution, except as otherwise expressly provided herein or where the context clearly indicates a different meaning.

Section 2. Levy of Rental Tax.

(a) Pursuant to the authority granted in Section 4(a) of the Act, there is hereby levied and shall be collected as herein provided, in addition to all other taxes now imposed or authorized by law, as herein provided, a privilege, license, or excise tax herein called the Rental Tax on the leasing or renting tangible personal property within the County. Though required to be collected by the lessor or vendor, the Rental Tax shall conclusively be presumed to be a direct tax on the lessee or renter, pre-collected for the purpose of convenience only. Each individual transaction involving the lease or rental of tangible personal property to a lessee or a renter shall constitute the basis for computing the Rental Tax. As such, the Rental Tax shall not be construed as a tax on the gross receipts or gross proceeds of a lessor or a vendor.

(b) The Rental Tax shall become effective and shall be levied on the date described in Section 6 of this resolution.

(c) The Rental Tax is hereby imposed at the following rates:

(1) In each transaction involving the leasing or renting of any automotive vehicle or truck trailer, semi-trailer, or house trailer, a rate of three quarters of one percent of the Rental Revenue paid by the lessee or renter of the automotive vehicle, truck trailer, semi-trailer, or house trailer; provided, however, that the leasing or renting of Rental Passenger Vehicles and Rental Trucks shall be exempt from the Rental Tax.

(2) In all other transactions subject to the tax, a rate of two percent of the Rental Revenue paid by the lessee or renter in each transaction subject to the tax.

(d) The Rental Tax shall not apply to any leasing or rental in which the state, or any municipality or County in the state, or any public corporation organized under the laws of the state, is the lessee or vendee or the lessor or vendor.

(e) Subject to subsections (g) and (h), when a lessor or vendor in the County (1) leases tangible personal property to a lessee or renter outside the County, (2) the property is to be used outside the County, and (3) the lessor's or vendor's records in the County show that the property is so leased to be used outside the County, the transaction is not subject to the Rental Tax.

(f) Subject to subsections (g) and (h), when a lessor or vendor (1) is located outside of the County, (2) leases or rents tangible personal property to a lessee or renter within the County, and (3) the property so leased or rented is to be used in the County, the transaction is subject to the Rental Tax.

(g) Except for Rental Passenger Vehicles and Rental Trucks, the leasing or renting of any automotive vehicle, truck trailer, semi-trailer, or house trailer within the County is subject to the Rental Tax, although the automotive vehicle, truck trailer, semi-trailer, or house trailer may be returned to the lessor or vendor outside the County. Where any automotive vehicle, truck trailer, semi-trailer, or house trailer is leased outside the County and turned in to the lessor or vendor in the County, the transaction is not subject to the Rental Tax.

(h) Except for Rental Trucks, when a lessor or vendor leases or rents a truck, truck trailer, or semi-trailer to a motor carrier in the County, the transaction is subject to the Rental Tax, although the truck, truck trailer, or semi-trailer may occasionally travel outside of the County. Where the lessor or vendor leases a truck, truck trailer, or semi-trailer to a motor carrier outside the County, the transaction is not subject to the Rental Tax, although the truck, truck trailer, or semi-trailer may occasionally travel in the County.

(i) The Rental Tax does not apply to any transaction that is exempt pursuant to the Act, including, without limitation, the exemptions set forth in Section 5 of the Act.

Section 3. Collection of Rental Tax

(a) Each person engaging or continuing in the business of leasing or renting tangible personal property subject to the Rental Tax shall add to the rental price and collect from the renter or lessee the amount of tax owed by such renter or lessee. It shall be unlawful for any person engaging or continuing in the business of leasing or renting tangible personal property subject to the Rental Tax to fail or refuse to (1) add the Rental Tax to the rental price, and (2) collect from the lessee or renter the amount of tax required to be added to the rental price. It shall be unlawful for any person engaging or continuing in the business of leasing or renting tangible personal property subject to the Rental Tax authorized to be levied by this act to refund or offer to refund all or any part of the amount collected or to absorb or advertise directly or indirectly the absorption or refund of any portion of such tax. The Rental Tax authorized by this resolution shall conclusively be presumed to be a direct tax on the retail consumer, pre-collected for the purpose of convenience only.

(b) The County Commission has determined that the Rental Tax herein levied shall initially be self-administered, subject to the right of the County Commission to subsequently appoint a private collection agency or other agent to administer and collect the taxes in the future.

(c) The Rental Tax shall be collected and administered at the same time and in the same manner as the state Rental Tax, pursuant to, and in accordance with, the applicable provisions of Article 1 of Chapter 3 of Title 11 of the Code of Alabama 1975, as amended, except as otherwise provided in the Act and this resolution. All provisions of the State Rental Tax statutes and all other statutes which expressly apply to, or purport to affect, the administration, enforcement, and collection of the State Rental Tax, and any related rules of the state Department of Revenue that are not inconsistent with the Act or this resolution when applied to the Rental Tax, as such statutes and rules may be amended, shall apply to the Rental Tax and are incorporated herein by reference and made a part hereof as if fully set forth herein. Without limiting the generality of the foregoing, the County shall have the same rights, remedies, power, and authority, including the right to adopt and implement the same procedures, as would be available to the state Department of Revenue if the Rental Tax was being administered, enforced, and collected by the state Department of Revenue.

(d) With respect to the Rental Tax, the County shall initially be deemed to be a self-administered County, as that term is defined in Section 40-2A-3 of the Code, subject to the discretion of the County to appoint a private collection agent or the Alabama Department of Revenue to collect the Rental Tax in the future.

(e) The Rental Tax shall constitute a debt due the County and may be collected in a civil suit, in addition to all other methods provided by law, including the Act, and this resolution.

The tax, together with any interest and penalties with respect thereto, shall constitute and be secured by a lien upon the property of any person from whom the tax is due or who is required to collect the tax. All the provisions of the revenue laws of the state which apply to the enforcement of liens for privilege, license, or excise taxes due the state shall apply fully to the collection of the Rental Tax.

(f) The County shall collect the tax and enforce the Rental Tax, and the County or its appointed agent shall have and exercise all rights and remedies that the State Department of Revenue would have if the Rental Tax were being administered, enforced, and collected by the State Department of Revenue. The County Commission may employ special counsel as it deems necessary from time to time to enforce the collection of the Rental Tax and otherwise to enforce this resolution, including the institution, prosecution, and defense of any litigation involving this resolution or the Act. The County Commission shall pay the special counsel such fees as it deems necessary and proper from the proceeds of the Rental Tax.

(g) The Commission hereby elects (i) to assess interest on any delinquency in the payment of the Rental Tax and (ii) to pay interest on any refund of Rental Tax erroneously paid in accordance with the provisions of Section 11-3-11.3(g), Code of Alabama (1975).

Section 4. Payment and Returns.

(a) The Rental Tax, except where otherwise provided in the Act and this resolution, shall be due and payable in monthly installments on or before the twentieth (20^{th}) day of the month next succeeding the month in which the tax accrues.

(b) Except where otherwise provided in the Act or this resolution, on or before the twentieth (20^{th}) day of each month, every person who is charged with the collection of the Rental Tax shall render to the County, on a form or forms prescribed by the County, a true and correct statement showing any information required by the County, and at the time of making the monthly report the person shall pay the County Commission the amount of tax then due to be remitted.

(c) When the total Rental Tax that a lessor or vendor must collect under this act averages less than two hundred dollars ($200) per month during the preceding calendar year, a quarterly return and remittance in lieu of the monthly returns may be made, by election of the lessor or vendor to the County, on or before the twentieth day of the month next succeeding the end of the quarter for which the tax is due under any rules and regulations as may be prescribed by the County. The election to file quarterly shall be made in writing no later than February 20 of each year and shall be filed with the County. Notwithstanding the foregoing, but subject to the final sentence of this subsection, no Rental Tax return shall be due until January 20 of each year unless the total Rental Tax that a lessor or vendor was required to collect under this act during the preceding calendar year exceeds ten dollars ($10). In order to qualify for quarterly or annual filing status, the lessor or vendor shall have (1) been in business for the entire preceding calendar year, (2) been subject to the requirement to collect the Rental Tax for the entire preceding calendar year, and (3) filed the required returns covering the entire preceding calendar year upon which the calculation of the average monthly tax or annual tax required to be collected is based.

1-7

(d) The County may, for good cause, may extend the time for making any return required by this act, but the time for filing such return shall not be extended for a period greater than 30 days from the date such return is due to be made.

(e) Any person who is charged with collecting the Rental Tax and who makes cash or credit leases or rentals, may report such cash leases or rentals when made, and shall thereafter include in each monthly report all credit collections made during the month preceding, and shall remit the tax due thereon at the time of filing such report, but in no event shall the tax be owed by the lessor or vendor until collections of the credit leases or rentals have been made.

(f) It shall be the duty of every person required to collect the Rental Tax to keep and preserve suitable records of the Rental Revenues of the business and the Rental Tax collected, and such other books or accounts as may be necessary to determine the amount of Rental Tax that he or she collected, and was required to collect, from lessees or renters hereunder. It shall be the duty of every person to keep and preserve all invoices of tangible personal property leased or rented, and all such books, invoices, and other records shall be open for examination at any time by the County Commission or its duly authorized agent. Any person leasing, who in addition leases for releasing, shall keep his or her books so as to show separately such transactions and the Rental Revenues of leasing for releasing. All transactions involving the leasing and rental of tangible personal property shall be subject to the Rental Tax in the absence of such separate records.

(g) Any person subject to the provisions hereof who shall sell out his or her business or stock of rental goods, or shall quit business, shall be required to make out the return provided for by this act within 30 days after the date he or she sold out his or her business or stock of rental goods, or quit business, and his or her successor in business shall be required to withhold sufficient of the purchase money to cover the amount of tax due and unpaid under this act until the time the former owner produces a receipt from the County Commission showing that the tax has been paid, or a certificate that no tax is due. If the purchaser of a business or stock of rental goods fails to withhold purchase money and the tax is due and unpaid after the 30-day period allowed, he or she shall be personally liable for the payment of the tax accrued and unpaid on the transactions engaged in by the former owner. If the County Commission or its duly authorized agent deems it necessary to collect the taxes due the County, it may make a jeopardy assessment as provided in Chapter 29 of Title 40 of the Code of Alabama (1975).

Section 5. Deposit and Expenditure; Termination and Refund

(a) The Rental Tax received or collected under the Act and this resolution (the "Rental Tax Proceeds") shall be deposited into the County general fund as provided in the Act, whereupon it shall be transferred into a special account (hereinafter referred to as the "Rental Tax Revenue Account") created on the books and records of the County.

(b) Except as provided below, once transferred into the Rental Tax Revenue Account, no amount of Rental Tax Proceeds shall be expended, transferred, or otherwise applied towards any cost, project, activity, financing, or other endeavor not directly or indirectly related to the Project. A resolution duly authorized and adopted by County Commission reciting that a use of the Rental Tax Proceeds directly or indirectly relates to the Project shall be deemed to be conclusive proof of the satisfaction of the requirements of this Section.

(c) Notwithstanding the foregoing, the Rental Tax held in escrow in the Rental Tax Revenue Account may be invested by the County in any permitted investments under Alabama law for funds of a county.

(d) If the County Commission does not authorize the use of the Rental Tax Proceeds to directly or indirectly support the Project as provided in this Section within one-hundred eighty (180) days of the effective date of this resolution as provided in Section 6 hereof, the County Commission may, by separate resolution, cease any and all collection of the Rental Tax and make provision for the refunding of the Rental Tax Proceeds collected to date.

(e) If, at the end of any fiscal year of the County, the proceeds in the Rental Tax Revenue Account exceed the amount or amounts the County has committed to direct and indirect uses associated with the Project for the immediate prior fiscal year (with such uses to be evidenced by a resolution as provided in this Section), the County Commission may, by majority vote of the full County Commission, expend, commit, or otherwise dispose of such excess proceeds in any manner it deems appropriate.

Section 6. Effective Date of Resolution and Levy; Duration of Tax

This resolution shall become effective and collection of the Rental Tax shall commence on the first day of the second calendar month next following the incorporation of the District under Section 11-99B-1 et seq., Code of Alabama (1975) for the development of the Project.

Section 7. Severability; Incorporation by Reference

(a) The provisions of this resolution are severable. If any part of this resolution is declared invalid, that declaration shall not affect the part which remains.

(b) As appropriate and to assist with interpretation, this resolution hereby incorporates by reference all sections, terms and clauses of the Act as if fully set forth herein.

RESOLVED on this the ___ of February, 2018.

MONTGOMERY COUNTY COMMISSION as the governing body of Montgomery County, Alabama

By:______________________________
Chairman

ATTEST:

____
Administrator

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
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AGENDA
FEB 20 2018

February 8, 2018

M E M O R A N D U M

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Montgomery County Board of Human Resources Appointment

The Montgomery County Commission, at its meeting on February 5, 2018, agreed to place on the next agenda the appointment of Raytheon K. Scott to replace Stacia Robinson, who requested not to be reappointed, as a board member to the Montgomery County Board of Human Resources, for a term ending September 5, 2023.

I am requesting that the Commission approve this appointment.

DLM/tn

Attachment

Updated 1/2018

Montgomery County Board of Human Resources
Appointments Made Jointly with City

Members:	**Term Expires:**
Sam Munnerlyn 1225 Air Base Blvd. Montgomery, AL 36108 Work: 420-4216	9/5/2023
Dr. Paulette Thompson (Chairman) 1916 S. Hull Street Montgomery, AL 36104-5625 Phone: 264-6164	9/5/2021
Henry L. Jackson, Jr. 808 Lynwood Drive Montgomery, AL 36111 Cell: 678-571-5449 henry.jackson11@gmail.com	9/5/2019
George Goodwyn 3608 Oak Grove Circle Montgomery, AL 36116	9/5/2019
* Stacia Robinson P.O. Box 210894 Montgomery, AL 36121-0894 Phone: 279-1824	9/5/2017
Frank Jenkins 19 N. Anton Drive Montgomery, AL 36105 Phone: 834-7903	9/5/2021
Martha Demere 3343 Southview Avenue Montgomery, Alabama 36111	9/5/2019

Ms. Sharonda M. Pettaway, Director
County Department of Human Resources
P.O. Box 250380, Montgomery, AL 36125-0380

Brenda Blalock, City Clerk, City Hall

Term: 6 years

2.2

DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

AGENDA
FEB 20 2018

February 6, 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 - $25,000

Please find attached a Homeland Security Cooperative Agreement for the above referenced grant. Please place on the agenda and sign where indicated, once approved, and return to Christie, my Administrative Assistant, as soon as possible. If you have any questions, please do not hesitate to contact me at extension 1646.

DC/crv

encls.

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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: $25,000.00 Total: $25,000.00	**5. Effective Dates** Begin: 1/31/2018 End: 5/31/2018	**6. Award Number:** 5FSL

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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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 hot 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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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
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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: 2/15/18

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name: Elton N. Dean, Sr.

Title: Chairman

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

Phone Number: 334.832.1210

Signature: Date:

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

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

Name:

Title, Agency, Agency Address, Phone Number:

Signature: Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Hal Taylor

Title: Secretary, Alabama Law Enforcement Agency

Signature: Hal Taylor Date: 11/15/17

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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.

3-11

Initial Here JS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with 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:

Initial Here ED 3/13

Memo

To: The Montgomery County Commission

From: Lou Ialacci

CC: Donnie Mims, Florence Cauthen, Tammy Nix

Date: January 23, 2018

Re: Microsoft Enterprise Agreement Amendment

Attached is an amendment to the County's Enterprise Agreement (EA) with Microsoft for upgrading our Office 365 products to improve security and provide the latest features for our systems and employees.

The amendment is to the current EA that was approved by the Commission on November 16, 2015. The approved original EA document contains all the terms and conditions. This is to add the upgrade. The cost of $60,489.50 is shown on the attached quote from SHI, a Microsoft authorized reseller that is the State Contract. The cost was included in my FY 2018 budget as part of our efforts to improve our services and security.

I am requesting this item be placed on a future agenda. Thank you

Amendment to Contract Documents

Agreement Number	6420301	0689273

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Product Selection Form - Adding Enterprise Online Services (Midterm) Amendment - State and Local
Amendment ID W26

The parties agree that the Enrollment is amended by as follows:

Enrolled Affiliate is adding Enterprise Online Services to Enrollment Number listed.

Step 1. Select the Products and Quantities Enrolled Affiliate is adding to its Enrollment. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 2.

Products	Enterprise Quantity	
Office Professional Plus		
Office Pro Plus for Office 365	622	
Office 365 Plans		
Office 365 (Plan E1)		
Office 365 (Plan E1) Add On		
Office 365 (Plan E3)		
Office 365 (Plan E3) Add On		
Office 365 (Plan E5)		
Office 365 (Plan E5) Add On		
Microsoft Intune		
Microsoft Intune		
Other Enterprise Products and Enterprise Online Services		
Microsoft Desktop Optimization Pack (MDOP)		
Enterprise Mobility + Security E3 USL		
Enterprise Mobility + Security E3 Add-on		
Enterprise Mobility + Security E5 USL		
Enterprise Mobility + Security E5 Add-on		
Microsoft 365 E3 USL		
Microsoft 365 E3 Add-on		
Microsoft 365 E5 USL		
Microsoft 365 E5 Add On		

4-2

Step 2. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):

Products
☐ Office Pro Plus for Office 365
☐ Office 365 (Plan E1)
☐ Office 365 (Plan E1) Add On
☐ Office 365 (Plan E3)
☐ Office 365 (Plan E3) Add On
☐ Office 365 (Plan E5)
☐ Office 365 (Plan E5) Add On
☐ Microsoft Intune

Notes:

1. Enterprise Online Services may not be available in all locations. Please see the Product Terms for a list of locations where these may be purchased.
2. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment.
3. Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(W26)EAEnrAmend(Ind)(ProductSelectionForm AddingEnterpriseOnlineServicesMidtermAmendmentStateandLocal)(NA)(ENG)(Sep2017)(IU).docx		W26	PLSS

4-3

Pricing Proposal
Quotation #: 14637554
Created On: 1/2/2018
Valid Until: 1/31/2018

County of Montgomery

Rodney Smith
100 S. Lawrence St.
Montgomery, AL 36104
UNITED STATES
Phone: (334) 832-1396
Fax:
Email: RodneySmith@mc-ala.org

Inside Account Manager

Shaina Chinchilla
290 Davidson Avenue
Somerset, NJ 08873
Phone: 800-543-0432
Fax: 732-868-6055
Email: Shaina_Chinchilla@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	O365ProPlusGov ShrdSvr ALNG SubsVL MVL Microsoft - Part#: 3WS-00001 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: MA 999 17000000198 Coverage Term: – 11/30/2018 **Note:** EA# 6420301	622	$97.25	$60,489.50

Subtotal	$60,489.50
Total	$60,489.50

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	01E73377

0689273

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	W26(6420301)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Montgomery County Commission
Signature* ______________________
Printed First and Last Name* Elton N. Dean Sr.
Printed Title Chairman Montgomery County Commission
Signature Date*
Tax ID 63-6001653

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature ______________________________
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* ______________________________
Printed First and Last Name*
Printed Title
Signature Date*

* *indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* ______________________________
Printed First and Last Name*
Printed Title
Signature Date*

* *indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

AGENDA

FEB 20 2018

Interoffice Memo

To: County Commission

From: Lou Ialacci

Cc: Donnie Mims, Florence Cauthen

Date: February 13, 2018

RE: Additional Cyber Security

The IT department is constantly monitoring our systems and exposure to outside influences and making adjustments. Recently we were working with one of our security providers, Akamai, to ensure we are maximizing the effectiveness of one of their services. Akamai proposed that we add a product that would improve the security of one of their products we currently have installed, "Web Application Protector" (WAP). They are willing to provide this at no additional cost to help enhance our security in this very volatile environment.

The attached document is for the additional product at no cost. The document is to keep our records correct on the products and services we're are using from Akamai. The Commission approved the original contract on May 15, 2017. I am requesting this item be placed on the next agenda for the February 20, 2018 formal session.

Thank you for your support.

IPT

MONTGOMERY COUNTY, ALABAMA

IPT ASSOCIATES, LLC

AKAMAI

NO COST ADDITION OF SITE SHIELD

31 JAN 2018

Submitted by:
Interactive Process Technology, LLC (IPT Associates, LLC)
700 Technology Park Drive, Suite 204 • Billerica, MA, 01821
A Service-Disabled Veteran-Owned Small Business (SDVOSB)
Cage Code: 1WV89 • DUNS Number: 077479959
POC: Mr. Dan Cronin • Director, Cyber Initiatives
P: 857.453.4021• E: dan.cronin@iptassociates.com
www.iptassociates.com

5-2

EXECUTIVE SUMMARY

IPT Associates, LLC (IPTA), a Service-Disabled Veteran-Owned Small Business (SDVOSB), is pleased to submit this NO COST proposal to support the County Montgomery, AL in delivering an Akamai Technologies, Inc. (Akamai) managed service called Site Shield. IPTA's low risk, best value solution will provide the required Site Shield capability to provide an additional layer of defense for critical websites and applications. This helps prevent attackers from directly targeting the application origin and forces traffic to go thru the Akamai platform.

IPTA and Akamai Technologies are extremely active companies within the Greater Montgomery Alabama River Region. Both companies actively supported the original design, development and stand up of the Montgomery Internet Exchange (MGMix). While we are very proud to have been part of this effort, our focus now is on working with you to help drive the cyber security posture of the County of Montgomery, AL.

Site Shield provides organizations with a defined list of Akamai source addresses that can communicate with the application origin. Organizations can then whitelist the Site Shield servers and block all other incoming connections on standard HTTP and HTTPS ports (80 and 443), either at their network firewall or by working with their Internet service provider (ISP).

See attached document for the full description of ETP. **IPTA Montgomery County, AL Quotation**	**Normal Price**	**Montgomery County, AL Cost**
Site Shield Please see attachment for full description	**$2,500/Month**	**FREE**
Production: Standard Integration (one-time occurrence)	**Included**	**FREE**
Total Monthly Quote	**$2,500.00**	**FREE**
Total Annual Quote	**$30,000.00**	**FREE**

This is a No Cost addition to the current Montgomery County, AL contract.

5-3

The parties agree to review the business terms of this agreement in good faith once during the applicable Term. Each party may invite the other party to such review by prior written notice, which may be sent by e-mail. For clarity, any change resulting from such discussions shall not go into effect until an applicable Transaction Document is executed in writing by the parties.

IPTA's quote contains proprietary information and shall remain confidential.

Please contact Dan Cronin (dan.cronin@iptassociates.com) at IPTA if you have any further questions or need any additional information. We look forward to working with the City of Montgomery, AL on this critical cyber security effort.

Montgomery County, AL

Date: ____________

Authorized Signature: ____________________________ Title: ____________________

Name (Printed): ________________________________ Title(Printed): ____________________

IPT Associates, LLC

Date: ____________

Authorized Signature: ____________________________ Title: ____________________

Name (Printed): ________________________________ Title(Printed): ____________________

S-4

Site Shield

Defends the origin by cloaking web infrastructure and reducing vulnerability

Everyone connected to an enterprise – customers, employees and partners – expects instant, secure, reliable access to a fast-growing set of cloud applications and rich content, increasingly through mobile devices. The rapid pace of online innovation and connectivity has been matched by an equally rapid increase in the scale, severity and diversity of attacks on websites and web-based applications. Responding to attacks targeting web application vulnerabilities as well as traditional Denial-of-Service (DoS) attacks will continue to challenge enterprise security in the faster forward world.

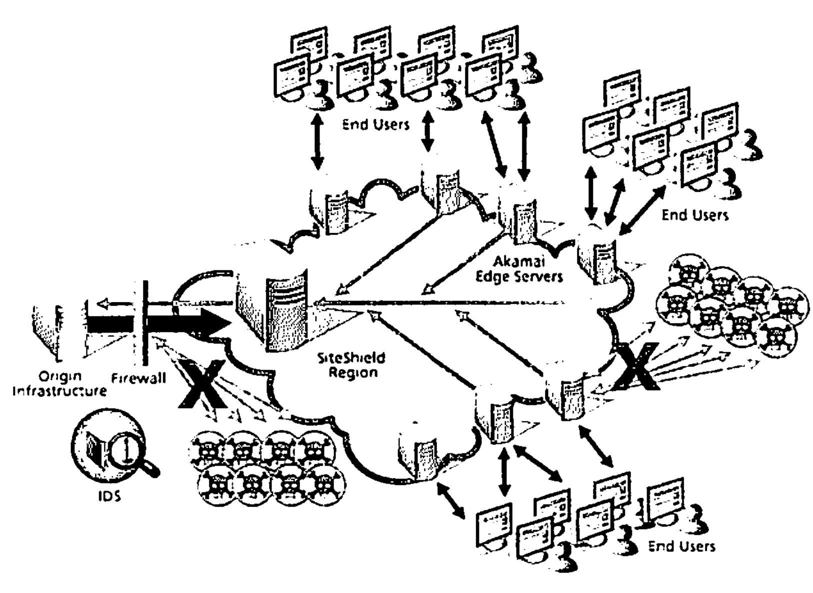
To protect websites and applications, organizations need the ability to stop attacks in the cloud and prevent attackers from reaching the application infrastructure directly.

Site Shield

Site Shield provides an additional layer of protection that helps prevent attackers from bypassing cloud-based protections and targeting the application origin. Site Shield cloaks websites and applications from the public Internet and restricts clients from directly accessing the origin. It is designed to complement the existing network infrastructure as well as advanced cloud security solutions available on the globally distributed Akamai Intelligent Platform™ to mitigate the risks associated with network- and application-layer threats that directly target the origin infrastructure.

How it Works

Site Shield provides organizations with a defined list of Akamai source addresses that are allowed to communicate with the application origin. Organizations can then whitelist the Site Shield servers and block all other incoming connections on standard HTTP and HTTPS ports (80 and 443), either at their network firewall or by working with their Internet service provider (ISP). Site Shield is designed to be deployed in conjunction with other Akamai Cloud Security Solutions, including Kona Site Defender. By restricting clients from directly accessing the origin, Site Shield forces web traffic to pass through the Akamai Intelligent Platform™, where Kona Site Defender can inspect the traffic for threats and mitigate detected attacks.



BENEFITS TO YOUR BUSINESS

- **Enhance site security and mitigate risk** by restricting direct access to the application origin
- **Gain an additional security layer** that increases the effectiveness of other Akamai cloud security technologies
- **Reduce the infrastructure costs** required to support a global user base by consolidating connections to the origin

“ [illegible]

— Stephen Schilinger,

[illegible]

Site Shield

In addition, Site Shield can help protect applications from connection exhaustion at the origin. By consolidating connections through a smaller number of Akamai servers, Site Shield reduces the number of connections made to the origin. This both increases performance and reduces the impact on the origin infrastructure.

The Akamai Ecosystem

Akamai makes the Internet fast, reliable and secure. Our comprehensive solutions are built on the globally distributed Akamai Intelligent Platform™, managed through the unified, customizable Luna Control Center for visibility and control, and supported by Professional Services experts who get you up and running easily and inspire innovation as your strategies evolve.

" [illegible]

— Terry Davis, Manager [illegible]

Akamai FASTER FORWARD

S-6

AGENDA
FEB 2 0 2018

January 31, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Final Pay Application from David Bulger, Inc. for Retaining Wall

Please find attached an application for final payment of $9,262.23 to David Bulger, Inc. for repair of the Annex II retaining wall.

I request that the final payment application be placed on the next agenda.

6-1

APPLICATION AND CERTIFICATE FOR PAYMENT

Application No: 3 Final

Date: January 22, 2018

Project: S. Perry & Washington Ave. Retaining Wall

To: Montgomery County Commission
101 S. Lawrence St.
Montgomery, AL 36104

From: David Bulger, Inc.
3904 Birmingham Highway
Montgomery, AL 36108
334 264-0450
Fax: 334 264-1901

1.	Original Contract Amount	$	185,244.68
2.	Net Change by Change Orders		0.00
3.	Total Contract Including Change Orders		185,244.68
4.	Total Amount Complete		185,244.68
5.	Retainage – 5%		9,262.23
6.	Total Due		175,982.45
7.	Less Total Previous Certified Payments		175,982.45
8.	Balance Due This Pay Request	$	9,262.23

I certify that amounts shown in this request are correct and that work was performed as specified for this project.

David Bulger
David Bulger, President
David Bulger, Inc.

6-2

AGENDA

FEB 20 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: February 1, 2018

RE: Contract No. 52110-17B-008
Sheriff's Office Uniforms

I request that the attached Amendment No. 1 to Galls, LLC contract for Sheriff's Office uniforms items 1-21, 23-27, 30, 57 and 58 be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning February 7, 2018 and ending on February 6, 2019.

Galls, LLC would like to increase pricing by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Sheriff Derrick Cunningham.

Attachment

7-1

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

Amendment
To
Contract # 52110-17B-008

Amendment No. 1

Contract with Galls, LLC for Sheriff's Office uniforms is hereby extended for one (1) year, beginning February 7, 2018 and ending February 6, 2019.

Prices will increase by 5%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS: GALLS, LLC

________________________ BY: ________________________________

TITLE: ________________________________

WITNESS: MONTGOMERY COUNTY COMMISSION

________________________ BY: ________________________________

TITLE: ________________________________

7-2

AGENDA

FEB 2 0 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager MRS

DATE: February 2, 2018

RE: Contract No. 52200-18B-009
Emergency Medical Treatment & Transportation

I request that the attached Amendment No. 4 to Haynes Ambulance of Alabama, Inc. contract for emergency medical treatment and transportation be considered for approval on a future agenda.

Amendment No. 4 will allow the contract to be extended for ninety (90) days, beginning March 1, 2018 and ending on May 30, 2018.

All other provisions of the contract shall remain the same.

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

Attachment

8-1

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

Amendment
To
Contract # 52110-15B-009

Amendment No. 4

Contract with Haynes Ambulance of Alabama, Inc. for emergency medical treatment and transportation, is hereby extended for ninety (90) days beginning March 1, 2018 and ending May 30, 2018.

All other provisions of the contract will remain the same.

WITNESS: HAYNES AMBULANCE OF ALABAMA, INC.

____________________ BY: ____________________

TITLE: ____________________

WITNESS: MONTGOMERY COUNTY COMMISSION

____________________ BY: ____________________

TITLE: ____________________

8-2

AGENDA

FEB 20 2018

Office of Public Affairs
P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

Thursday, February 1, 2018

MEMORANDUM

TO: Donald Mims
County Administrator

FROM: Hannah Hawk
Manager of Public Affairs

SUBJECT: Public Relations Council of Alabama, Montgomery Chapter Membership Dues

I would like to request your approval for payment of PRCA membership dues. The cost of membership dues for a new active member is $300 for the period of February 1, 2018 – December 31, 2018.

PRCA is the state's oldest and largest group of public relations professionals. PRCA offers career development opportunities, along with monthly chapter meetings, state workshops, and state and regional conferences. Previous Public Affairs Managers were also members of the Montgomery Chapter.

9-1

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
FEB 20 2018

February 20, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator DLM

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) and to sign the contracts:

**C-2018-51:	Rescind Appropriation to Pilgrim Rest Community Development Committee, for Feeding of Local College Students for College Sunday Event - $1,500; (Dean-$500, Harris- $500, and Sankey-$500)
Note:	Organization did not provide required documentation.
C-2018-59:	Optimist International, for Central Montgomery Optimist Club, for Community Services Programs - $1,000; (Harris)
C-2018-60:	Child Protect, Inc., for Support of their Mission of Service to Children of Abuse - $500; (Singleton)
C-2018-61:	Women of Refined Gold, Inc., for #Me Too Program for Montgomery County High School Girls and Their Mothers - $1,000; (Sankey)
NC-2018-59:	City of Montgomery, to be used by BONDS to Eastwood Villa Homeowner Association, with Funding for the Eastwood Villa Community Park - $5,000; (Singleton)
NC-2018-60:	City of Montgomery, to be used by BONDS to Support the Regency Community Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - $1,500; (Singleton)

NC-2018-61:	City of Montgomery, to be used by BONDS to Support Brookview Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - $500; (Sankey)
NC-2018-62:	City of Montgomery, to be used by BONDS to Support Capitol Heights Civic Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - $500; (Sankey)
NC-2018-63:	City of Montgomery, to be used by BONDS to Flatwood Community Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - $500; (Sankey)
NC-2018-64:	City of Montgomery, to be used by BONDS to Garden District Preservation Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - $500; (Sankey)
NC-2018-65:	City of Montgomery, to be used by BONDS to Support Homeview/Baremash Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - $500 (Sankey)
NC-2018-66:	City of Montgomery, to be used by BONDS to Westcottville Neighborhood Watch, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - $500; (Sankey)

From fund code 001-59320-494 (Commissioner's Education Miscellaneous Appropriations) to:

BOE-2018-39:	Pike Road Board of Education, for Pike Road Schools, for their Department of Athletics, for the Football Program - $1,000; (Singleton)
BOE-2018-40:	BOE, Park Crossing High School, for their Department of Athletics, for the Wrestling State Tournament - $1,000; (Singleton)
BOE-2018-41:	BOE, Dunbar-Ramer School, for Principal's Discretionary Fund - $1,000; (Singleton)

**Rescind

DLM/tll

10-2

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

FEB 20 2018

February 15, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Appropriations from Donation Revenue

The Montgomery County Commission, at its meeting on February 5, 2018, agreed to place on the next agenda authorization of appropriations from donation revenue to the organizations contained on the attached schedule.

I am requesting that the Commission approve agenda items 11 through 25 based upon this schedule. There are no additional attachments for agenda items 12 through 25.

DLM/tn

Attachment

MISCELLANEOUS APPROPRIATIONS FROM DONATED REVENUE											
Meeting Date	Organization	Description of Program	TOTAL	Joint	Infrastructure	Harris	Dean	Walker	Sankey	Singleton
2/20/2018	Alabama-Korea Educational Exchange Program, Inc. (A-KEEP)	Global Youth Leadership Program	5,000	5,000						
2/20/2018	Alabama Dance Theatre	Free Admission for Title One Economically Disadvantaged School Children & 20 Montgomery Area Outreach Organizations to the Production "Celebration of the Season" & Teacher Workbook	15,000	15,000						
2/20/2018	Central Al Community Foundation	Educational Programs for Youth who are from Economically Disadvantaged Circumstances	42,964	42,964						
2/20/2018	EAT South	Dowtown Farm Development Project & Related Educational Workshops	5,000	5,000						
2/20/2018	House to House Community Development, Inc.	Operating Expenses for Rehabilitating the Houses of Low-Income Homeowners in Montgomery County	12,400	12,400						
2/20/2018	Liberty Learning Foundation, Inc.	Program Expenses	25,000	25,000						
2/20/2018	Lifetime Resolutions II, Inc.	Holistic Center for Women, for Program for Youth & Their Mothers who need Treatment for Substance Abuse & Mental Illnesses	100,000	100,000						
2/20/2018	Montgomery Education Foundation	Summer Program "Brain Forest Summer Learning Academy"	32,000	32,000						
2/20/2018	Montgomery S.T.E.P Foundation	Violence Prevention Program	10,000	10,000						
2/20/2018	The Montgomery Symphony Association, d/b/a Montgomery Symphony Orchestra	Music Education & Musical Enrichment Program for All Ages	20,000	20,000						
2/20/2018	Motherly Care Family Services	Nursing Assistant Training Program	15,000	15,000						
2/20/2018	Troy University Rosa Parks Museum	Annual Juneteenth Celebration	5,375	5,375						
2/20/2018	The Second Chance Foundation	Counseling Svcs., & Academic Remedication for At-Risk Children Expelled from the M.P.S., System	25,000	25,000						
2/20/2018	Southern Youth Leadership Dev Inst.	Youth Program	25,000	25,000						
2/20/2018	Southeastern Livestock Exposition, Inc.	Awards, Premiums and Expo Expenses	20,000	20,000						
			357,739	357,739	0	0	0	0	0	0

2/12 x

AGENDA

FEB 20 2018

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 1

DEPARTMENT: Personnel

REQUESTED BY: Carmen Douglas 2/13/18
Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 2/13/18
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ✓

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Administration Expense	123-51961.499	11,144	(6,000)	5,144
Legal Services	123-51961.305	10,500	6,000	16,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		$ 21,644	$ 0	$ 21,644

JUSTIFICATION: To adjust budget for increased legal expenses

AGENDA

FEB 20 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: 500013235 (Replacement of Bridget Powe)

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

Proposed Effective Date: February 26, 2018

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 02/02/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/02/2018

Employee Benefit Manager

Sherrill Thomas Date 2/06/2018

Finance Director

ADMINISTRATIVE APPROVAL:

_________________________ Date ____________

County Administrator

Revised 12/14/2016

AGENDA

FEB 20 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: 500419034 (Replace J. Momo)

Pay Grade: PCT Pay Range: $30,096

Proposed Effective Date: February 26, 2018

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 02/12/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/12/2018

Employee Benefit Manager

Sherrill Thomas Date 2/12/2018

Finance Director

ADMINISTRATIVE APPROVAL:

________________ Date ________

County Administrator

Revised 12/14/2016

27-2

AGENDA

FEB 20 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: 500419203 - Replace J. Moton

Pay Grade: PCT Pay Range: $30,096

Proposed Effective Date: February 26, 2018

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 02/09/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/09/2018

Employee Benefit Manager

Sherrill Thomas Date 2/12/2018

Finance Director

ADMINISTRATIVE APPROVAL:

______________________ Date ________

County Administrator

Revised 12/14/2016

27-3

AGENDA

FEB 20 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: 500419211 (Replace A. Dickerson)

Pay Grade: PCT Pay Range: $30,096

Proposed Effective Date: February 26, 2018

Type of Hire: (✓) New (   ) Promotional

Type of Appointment: (✓) Permanent (   ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham — Date 02/13/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Date 02/13/2018

Employee Benefit Manager

Sherrill Thomas — Date 2/13/2018

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

Revised 12/14/2016

AGENDA

FEB 20 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 Sergeant

Position Number: 500421061 - Replacement of Q. Dabney

Pay Grade: PC3 Pay Range $39,257 - $58,655

Proposed Effective Date: February 26, 2018

Type of Hire: ( ) New (✓) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date February 7, 2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/07/2018

Employee Benefit Manager

Sherrill Thomas Date 2/9/2018

Finance Director

ADMINISTRATIVE APPROVAL:

_________________________ Date __________

County Administrator

Revised 12/14/2016

AGENDA

FEB 20 2018

POSITION FILL REQUEST- BUDGETED VACANCY

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title: Corrections Officer Corporal

Position Number: 500425168 - Replace K. Mims-Harris

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

Proposed Effective Date: February 26, 2018

Type of Hire: (☐) New (☑) Promotional

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

DEPARTMENT APPROVAL:

Derrick Cunningham — Date 02/09/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring — Date 02/09/2018

Employee Benefit Manager

Sherrill Thomas — Date 2/12/2018

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

AGENDA

FEB 20 2018

POSITION FILL REQUEST- BUDGETED VACANCY

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title: Corrections Officer Corporal

Position Number: 500425011 (Replace V. Roberson)

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

Proposed Effective Date: February 26, 2018

Type of Hire: ( ) New (✓) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 02/09/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/09/2018

Employee Benefit Manager

Sherrill Thomas Date 2/12/2018

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

27-7

AGENDA

FEB 20 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: Maintenance Mechanic

Position Number: 500748002

Pay Grade: S09 Pay Range: $34,109 - $50,965

Proposed Effective Date: February 26, 2018

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 02/05/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/05/2018

Employee Benefit Manager

Sherrill Thomas Date 2/06/2018

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

Revised 12/14/2016

AGENDA

FEB 20 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate

DEPARTMENT HEAD: Judge Steven Reed

SUPERVISOR: Malcolm Richard

POSITION INFORMATION:

Position Title: Customer Service Clerk

Position Number: 750016019

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

Proposed Effective Date: 26 February 2018

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Department Head Date: 6 February 2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date: 02/06/2018

Employee Benefit Manager

Sherrill Thomas Date: 2/06/2018

Finance Director

ADMINISTRATIVE APPROVAL:

Date ____________

County Administrator

Revised 12/14/2016

AGENDA

FEB 20 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 Trainee

Position Number: 550430101 (Replace D. Bell)

Pay Grade: PS1-4 Pay Range: $38,236

Proposed Effective Date: February 26, 2018

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 02/13/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/13/2018

Employee Benefit Manager

Sherrill Thomas Date 2/14/2018

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

Revised 12/14/2016

29-1

AGENDA

FEB 20 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Tax & Audit Department

DEPARTMENT HEAD: Terri Henderson, Revenue Manager

SUPERVISOR: Terri Henderson, Revenue Manager

POSITION INFORMATION:

Position Title: Senior Revenue Auditor

Position Number: To be Assigned

Pay Grade: A08 Pay Range: $45,440 - $67,894

Proposed Effective Date: 02-12-2018

Type of Hire: ( ) New (✓) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Terri Henderson Date 01-30-2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 01/30/2018

Employee Benefit Manager

Sherrill Thomas Date 1/31/2018

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

Revised 12/14/2016

AGENDA

FEB 20 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Tax & Audit Department

DEPARTMENT HEAD: Terri Henderson, Revenue Manager

SUPERVISOR: Terri Henderson, Revenue Manager

POSITION INFORMATION:

Position Title: Revenue Compliance Officer

Position Number: To Be Assigned

Pay Grade: A07 Pay Range: $40,664 - $60,755

Proposed Effective Date: 02-12-2018

Type of Hire: ( ) New (✓) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Terri Henderson Date 01-30-2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 01/30/2018

Employee Benefit Manager

Sherrill Thomas Date 1/31/2018

Finance Director

ADMINISTRATIVE APPROVAL:

______________________ Date ________

County Administrator

Revised 12/14/2016

30-2

AGENDA

FEB 20 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Youth Facility

DEPARTMENT HEAD: Beverly Riddle Wise

SUPERVISOR: Brandi Alexander

POSITION INFORMATION:

Position Title: Juvenile Detention Officer

Position Number: 900300019 (to replace Woods)

Pay Grade: PC1 Pay Range: $31,344 - $46,832

Proposed Effective Date: March 5, 2018

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Beverly Riddle Wise Date 02/08/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/08/2018

Employee Benefit Manager

Sherrill Thomas Date 2/9/2018

Finance Director

ADMINISTRATIVE APPROVAL:

_______________ Date _______________

County Administrator

Revised 12/14/2016

31-1

AGENDA

FEB 20 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Youth Facility

DEPARTMENT HEAD: Beverly Riddle Wise

SUPERVISOR: Preston Frazier

POSITION INFORMATION:

Position Title: Administrative Support Associate

Position Number: 900013009

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

Proposed Effective Date: March 5, 2018

Type of Hire: (☑) New (☐) Promotional

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

DEPARTMENT APPROVAL:

Beverly Riddle Wise Date 2/12/18

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 02/12/2018

Employee Benefit Manager

Sherrill Thomas Date 2/12/2018

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

Revised 12/14/2016

31-2

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA
FEB 20 2018

Date:	02/12/2018
To:	Donald L. Mims, Administrator
From:	Terri Henderson, Revenue Manager
Re:	Approval for the following travel:

Destination: Prattville, AL (Marriott Legends Hotel and Conference Center at Capitol Hill)

Departure Date: 03/07/2018 Return Date: 03/08/2018

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Attend CROAA: Enforcement of Licenses and Taxes Class.
Qualifies for 12 CPE Hours Toward 2018 CCRO Certification Requirement.
Sponsored by the ACCA CGEI.

Traveler (s) Name:
1. Barbara Brouillard
2. Courtney Oates
3.
4.
5.
6.

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

Total (est.) Cost: $479.76 Advance Registration Required: $370.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration $370 Total ($185 Each). Mileage $69.76 Total. Meals $40 Total.

To:	Terri Henderson, Revenue Manager
From:	Donald L. Mims, Administrator

The above request is app. 2/20/18 reimbursement of actual and necessary expenses in the approximate amount of $479.76 and advance registration of $370.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51800.265	(ex: 000-00000-000)
Description:	Registration & Travel	
Current Budget:	$12,250.00	
Approved Requests:	$1,452.48	
Budget Available:	$10,797.52	
Current Requests:	$479.76	
Budget Balance:	$10,317.76	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/12/2018

cc: Finance Director / Buyer

32-1

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA
FEB 20 2018

Date: 02/12/2018
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Prattville, AL (Marriott Legends Hotel and Conference Center at Capitol Hill)
Departure Date: 03/07/2018 Return Date: 03/08/2018
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend CROAA: Enforcement of Licenses and Taxes Class as Speaker/Presenter. Sponsored by the ACCA CGEI.

Traveler (s) Name: 1. Terri Henderson 4.
2. 5.
3. 6.

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

Total (est.) Cost: $54.88 Advance Registration Required: $0.00
Department Name: Tax & Audit Fund Name: 001-51800-265
Additional Comments: Registration $0. Mileage $34.88. Meals $20.

To: Terri Henderson, Revenue Manager
From: Donald L. Mims, Administrator
The above request is app. 2/20/18 reimbursement of actual and necessary expenses in the approximate amount of $54.88 and advance registration of $0.00 is authorized.

To be completed by the Finance Department	
Fund Code:	001-51800.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$12,250.00
Approved Requests:	$1,452.48
Budget Available:	$10,797.52
Current Requests:	$534.64
Budget Balance:	$10,262.88

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/12/2018
cc: Finance Director / Buyer

32-2

Montgomery County Commission
Travel / Training Request Approval
Request # 7

AGENDA
FEB 20 2018

Date: February 12, 2018
To: Donald L. Mims, Administrator
From: Beverly Riddle Wise
Re: Approval for the following travel:

Destination: Birmingham, AL
Departure Date: February 21, 2018 Return Date: February 21, 2018
Conference Leave (Days / Hours): one day
Purpose of Travel: Attend Understanding the Impact of Trauma on Children and Adolescents Conference

Traveler (s) Name: 1. Ashlee London 4.
2. 5.
3. 6.

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

Total (est.) Cost: $35.00 Advance Registration Required:
Department Name: Youth Facility Fund Name: 00152603-265
Additional Comments:

To: Beverly Riddle Wise
From: Donald L. Mims, Administrator
The above request is app. 2/20/18 reimbursement of actual and necessary expenses in the approximate amount of $35.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	001-52603.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$10,000.00	
Approved Requests:	$2,473.80	
Budget Available:	$7,526.20	
Current Requests:	$35.00	
Budget Balance:	$7,491.20	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/12/2018
cc: Finance Director / Buyer

32-3

Montgomery County Commission
Travel / Training Request Approval
Request # 8

AGENDA
FEB 20 2018

Date: February 12, 2018
To: Donald L. Mims, Administrator
From: Beverly Riddle Wise
Re: Approval for the following travel:

Destination: Pelham, AL
Departure Date: May 2, 2018 Return Date: May 2, 2018
Conference Leave (Days / Hours): one day
Purpose of Travel: Attend Alabama Adolescent and Young Adult Conference

Traveler (s) Name:
1. Ashlee London, Alex Thomas
2. Leigh Smith, Garry Gregg
3. Ann Sikes, Kimberlyn Parham
4. Ebony Raine, Tyrone Anderson
5. Ray Williams, Rhonda Wimbley
6. LaVennia Anthony

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

Total (est.) Cost: $660.00 Advance Registration Required: $660.00
Department Name: Youth Facility Fund Name: 00152603-265
Additional Comments: Registration Check to be addressed to:
Bradford Health Services ATTN: Angela Camp
166 Owen Drive, Alexandria, AL 36250

To: Beverly Riddle Wise
From: Donald L. Mims, Administrator
The above request is app. 2/20/18 reimbursement of actual and necessary expenses in the approximate amount of $660.00 and advance registration of $660.00 is authorized.

To be completed by the Finance Department		
Fund Code:	001-52603.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$10,000.00	
Approved Requests:	$2,473.80	
Budget Available:	$7,526.20	
Current Requests:	$695.00	
Budget Balance:	$6,831.20	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/12/2018
cc: Finance Director / Buyer

32-4

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 16

AGENDA

FEB 20 2018

Date: February 1, 2018

To: Donald L. Mims, Administrator

From: Carmen Douglas, Personnel Director

Re: Approval for the following travel:

Destination: Huntsville, AL

Departure Date: April 12, 2018 Return Date: April 13, 2018

Conference Leave (Days / Hours): 1.5 Days

Purpose of Travel: to attend the 2018 Inclusion and Diversity Symposium: Allowing Differences to Make the Difference

Traveler (s) Name: 1. Kaila Matney 4. ____
2. ____ 5. ____
3. ____ 6. ____

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

Total (est.) Cost: $657.10 Advance Registration Required: $75.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration: $75; Food: $75; Hotel: $300; Mileage: $207.10

To: Carmen Douglas, Personnel Director

From: Donald L. Mims, Administrator

The above request is app. 2/20/18 reimbursement of actual and necessary expenses in the approximate amount of $657.10 and advance registration of $75.00 is authorized.

To be completed by the Finance Department	
Fund Code:	123-51961.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$25,000.00
Approved Requests:	$9,947.17
Budget Available:	$15,052.83
Current Requests:	$657.10
Budget Balance:	$14,395.73

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/2/2018

cc: Finance Director / Buyer

32-5

Revised 2/8/17