

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

FEBRUARY 6, 2017

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:03 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Sankey. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees and items on the agenda. He noted that students from Montgomery Christian School would lead the Pledge of Allegiance followed by a short performance by their Hand Bell Choir.

Administrator Mims noted that Dr. D'Linell Finley with Alabama State University of the College of Liberal Arts and Social Sciences requested funding in the amount of \$3,000 for student travel. No action was taken by the Commission.

DISCUSSION BY THE COMMISSION

Commissioner Harris noted a miscellaneous appropriation from Chairman Dean in the amount of \$6,000 to the City of Montgomery for Montgomery County ADA Compliance Coordinator. The Commission discussed this appropriation and agreed to place a contract on the next agenda for the Montgomery County ADA Compliance Coordinator.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims informed the Commission that County offices will be closed on Monday, February 20, 2017 in observance of Presidents' Day.

PRESENTATION BY ARTISTIC DIRECTOR KITTY SEALE, DIRECTOR OF DEVELOPMENT BRENDA DENNIS AND DANCERS ALORIA ADAMS, MAYA PEGUES AND LEAH REDD WITH THE ALABAMA DANCE THEATRE

Director of Development Brenda Dennis with the Alabama Dance Theatre briefed the Commission regarding the Education Outreach Programs. Artistic Director Kitty Seale introduced Aloria Adams, Maya Pegues and Leah Redd, who are program participants, and they expressed to the Commission how much these programs have helped them. No action was taken by the Commission.

PRESENTATION BY DIRECTOR KAREN SMITH WITH THE MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES

Director Karen Smith with the Montgomery County Department of Human Resources briefed the Commission regarding the mission, vision and values of the resources that are provided by the department.

PRESENTATION BY REGIONAL DIRECTOR PAM SPARKS WITH THE ALABAMA KIDNEY FOUNDATION, 2017 MONTGOMERY KIDNEY WALK CHAIR CARL BARKER AND 2017 PATIENT CHAIR JILES WILLIAMS, JR.

Regional Director Pam Sparks with the Alabama Kidney Foundation, 2017 Montgomery Kidney Walk Chair Carl Barker and 2017 Patient Chair Jiles Williams, Jr., briefed the Commission regarding the organization and the 2017 Kidney Walk. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$10,000 on the next agenda for this event.

PRESENTATION BY CHIEF APPRAISER CLAY HENLEY

Chief Appraiser Clay Henley briefed the Commission regarding a new position for a supervisor in the Business Personal Property division. After discussion, the Commission agreed for the Personnel Department to review the position and develop a job description. Vice Chairman Walker expressed that this position fill request should be considered during budget hearings this summer.

PRESENTATION BY EXECUTIVE DIRECTOR ED CASTILE WITH AIDT AND REGIONAL WORKFORCE COUNCIL LIAISON BRENDA TUCK WITH THE ALABAMA DEPARTMENT OF COMMERCE

Executive Director Ed Castile with AIDT and Regional Workforce Council Liaison Brenda Tuck with the Alabama Department of Commerce briefed the Commission regarding a Workforce Innovation and Opportunity Act Local Area Designation Policy and a Chief Local Elected Officials Agreement. After discussion, the Commission agreed to place a Resolution on the next agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding an Industrial Access Agreement with the Alabama Department of Transportation concerning a new side road in the Montgomery Industrial Park for Gerhardi, Inc. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake briefed the Commission regarding a Resolution in support of ATRIP-2 Bond Issue. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY SENIOR VICE PRESIDENT OF CORPORATE DEVELOPMENT
ELLEN G. MCNAIR WITH THE MONTGOMERY AREA CHAMBER OF COMMERCE

Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce briefed the Commission regarding a request from Gerhardi Inc., to change the road name in the Montgomery Industrial Park from “Lynn Gowan Close” to “Gerhardi Drive”. After discussion, the Commission denied the request.

PRESENTATION BY EXECUTIVE DIRECTOR MEESOON HAN WITH THE ALABAMA-KOREA EDUCATION & ECONOMIC PARTNERSHIP (A-KEEP)

Executive Director Meesoon Han with the Alabama-Korea Education & Economic Partnership (A-KEEP) briefed the Commission regarding the program and requested funding in the amount of \$15,000. No action was taken by the Commission.

PRESENTATION BY CHAIRMAN CLAY TORBERT WITH BLUE GRAY NATIONAL COLLEGIATE TENNIS CLASSIC

Chairman Clay Torbert with Blue Gray National Collegiate Tennis Classic briefed the Commission regarding the 2017 Blue Gray National Tennis Tournament. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$8,000 for this event on the next agenda.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding a Contractual Agreement with Tri-State Abatement, Inc., regarding asbestos abatement and demolition of a county-owned house located at Snowdown Park. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Deputy Administrator Cauthen briefed the Commission regarding a Bid Award to Galls, LLC, Gulf States Distributors and MAC Uniforms for Sheriff’s Office uniforms. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY REVENUE MANAGER TERRI HENDERSON

Revenue Manager Terri Henderson briefed the Commission regarding a Renewal Agreement with Don H. Payne regarding external collection services for the Tax and Audit Department. After discussion, the Commission agreed to waive rules and add this item to the agenda.

DISCUSSION BY THE COMMISSION

Commissioner Walker noted the high number of waived rules items that were on the briefing memo and asked Administrator Mims to write a memo to Department Heads and put them on notice that rules will be waived only in extreme circumstances.

PRESENTATION BY GRANT WRITER REGINA WALKER

Grant Writer Regina Walker briefed the Commission regarding a Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 5PER (FY2015 - \$81,927.14) for the Sheriff's Office. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Ms. Walker briefed the Commission regarding a Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 6LEL (FY2016 - \$6,932.86) for the Sheriff's Office. After discussion, the Commission agreed to waive rules and add this item to the agenda.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Commissioner Sankey.

The Pledge of Allegiance was led by Students from Montgomery Christian School, and the school's hand bell choir performed.

Administrator Mims called Roll to establish a quorum, and the following Commissioners were present: Chairman Dean, Vice Chairman Walker and Members Harris, Sankey and Singleton. Also present were County Attorney Tyrone C. Means and County Engineer George C. Speake.

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of January 17, 2017. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Mims presented the Accounts Payable Checks and Payroll Checks Authorization for approval.

Commissioner Harris made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 8, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – APPROVED CONTRACT FOR DESIGN ENGINEERING SERVICES WITH GOODWYN, MILLS AND CAWOOD, INC., REGARDING PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF A NEW INDUSTRIAL ACCESS ROADWAY IN THE MONTGOMERY INDUSTRIAL PARK

Commissioner Singleton made a motion to approve Contract for Design Engineering Services with Goodwyn, Mills and Cawood, Inc., regarding Plans and Specifications for Construction of a New Industrial Access Roadway in the Montgomery Industrial Park. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 1-1 through 1-9, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH DIETER CONSULTING SERVICES, INC., REGARDING INSPECTION AND EVALUATION OF ELEVATORS, CONTRACT NUMBER 59310-16P-002

Vice Chairman Walker made a motion to approve Amendment Number 1 to Contract with Dieter Consulting Services, Inc., regarding Inspection and Evaluation of Elevators, Contract Number 59310-16P-002. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 2-1 and 2-2, are attached to these Minutes.)

COUNTY COMMISSION – DENIED AUTHORIZATION OF PROPOSED 2017 LEGISLATIVE AGENDA ITEM PROPOSING AN AMENDMENT TO THE CONSTITUTION OF ALABAMA OF 1901, TO ALLOW THE MEMBERS OF THE MONTGOMERY COUNTY COMMISSION TO PARTICIPATE IN THE EMPLOYEES' RETIREMENT SYSTEM

Commissioner Harris made a motion to approve the Authorization of the Proposed 2017 Legislative Agenda Item proposing an amendment to the Constitution of Alabama of 1901, to allow the members of the Montgomery County Commission to participate in the Employees' Retirement System. Chairman Dean passed the gavel to Vice Chairman Walker and seconded the motion. Chairman Dean and Commissioner Harris voted in favor of the motion. Vice Chairman Walker, Commissioner Singleton and Commissioner Sankey opposed the motion and the motion failed. (Copy of A Bill To Be Entitled An Act, Agenda Pages 3-1 through 3-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PROPOSED 2017 LEGISLATIVE AGENDA ITEM RELATING TO ANY CLASS 3 MUNICIPALITY ORGANIZED UNDER ACT 618, 1973 REGULAR SESSION (ACTS 1973, P. 879); TO FURTHER PROVIDE FOR THE MEMBERSHIP OF ANY AIRPORT AUTHORITY ESTABLISHED BY THE CITY

Commissioner Harris made a motion to approve Proposed 2017 Legislative Agenda Item relating to any Class 3 municipality organized under Act 618, 1973 Regular Session (Acts 1973, p. 879); to further provide for the membership of any airport authority established by the city.

The motion was seconded by Commissioner Sankey. Chairman Dean, and Commissioners Harris, Sankey and Singleton voted in favor of the motion. Vice Chairman Walker opposed the motion, and the motion carried. (Copy of A Bill To Be Entitled An Act, Agenda Pages 4-1 and 4-2, are attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – APPROVED PROPOSED 2017 LEGISLATIVE AGENDA ITEM RELATING TO MONTGOMERY COUNTY; LEVYING A SALES TAX ON THE RETAIL AND WHOLESALE PRICE OF ALL SPIRITUOUS OR VINOUS LIQUORS SOLD IN THE COUNTY, AND PROVIDING FOR DISPOSITION OF THE PROCEEDS

Commissioner Harris made a motion to approve Proposed 2017 Legislative Agenda Item Relating to Montgomery County; Levying a Sales Tax on the Retail and Wholesale Price of all Spirituous or Vinous Liquors Sold in the County, and Providing for Disposition of the Proceeds. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of A Bill To Be Entitled An Act, Agenda Pages 5-1 and 5-2, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED PROPOSED 2017 LEGISLATIVE AGENDA ITEM RELATING TO MONTGOMERY COUNTY; TO AMEND SECTION 2 OF ACT 2015-264, 2015 REGULAR SESSION, IMPOSING AN ADDITIONAL SERVICE OF PROCESS FEE FOR THE SERVICE OF DOCUMENTS IN THE CIVIL AND CRIMINAL DIVISIONS OF THE CIRCUIT AND DISTRICT COURTS; TO CLARIFY THAT THE FEE SHALL BE COLLECTED ON EACH DOCUMENT REQUIRING PERSONAL SERVICE OF PROCESS BY THE SHERIFF OF MONTGOMERY COUNTY FOR MATTERS PENDING OR TO BE COMMENCED IN A COURT IN MONTGOMERY OR IN A COURT OUTSIDE OF MONTGOMERY COUNTY

Vice Chairman Walker made a motion to approve Proposed 2017 Legislative Agenda Item Relating to Montgomery County; to amend Section 2 of Act 2015-264, 2015 Regular Session, imposing an additional service of process fee for the service of documents in the civil and criminal divisions of the circuit and district courts; to clarify that the fee shall be collected on each document requiring personal service of process by the Sheriff of Montgomery County for matters pending or to be commenced in a court in Montgomery or in a court outside of Montgomery County. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of A Bill To Be Entitled An Act, Agenda Pages 6-1 through 6-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF EX-OFFICIO MEMBERSHIP TO THE MONTGOMERY AREA COMMITTEE OF 100, INC., FOR CHAIRMAN DEAN

Commissioner Singleton made a motion to approve Payment of Ex-Officio Membership to the Montgomery Area Committee of 100, Inc., for Chairman Dean. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Invoice, Agenda Page 7-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

Administrator Mims requested approval of the miscellaneous appropriations included in his memorandum dated February 6, 2017. During the County Commission Meeting this date, Chairman Dean requested that the following miscellaneous appropriation reprogramming request be withdrawn from consideration and his fellow Commissioners concurred:

NC-2017-68: City of Montgomery, for Montgomery County ADA Compliance
Coordinator - \$6,000; (Dean)

Vice Chairman Walker made a motion to approve Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 8-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD FOR MOVING THE DISTRICT
ATTORNEY’S OFFICE – CHILD SUPPORT DIVISION, BID NUMBER 51100-17B-007

Commissioner Harris made a motion to approve Bid Award for Moving the District Attorney’s Office – Child Support Division, Bid Number 51100-17B-007. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Bid, Agenda Pages 9-1 and 9-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED 2015-2016 PERFORMANCE EVALUATION OF
COUNTY ADMINISTRATOR DONALD L. MIMS

Commissioner Harris made a motion to approved 2015-2016 Performance Evaluation of County Administrator Donald L. Mims. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 10-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUEST (1)

1. County Road Equipment Operator II, Position Number 620552014

Commissioner Harris made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 11-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (7)

1. Corrections Officer/Corrections Officer Trainee, Position Number 500419041
2. Corrections Officer/Corrections Officer Trainee, Position Number 500419118
3. Corrections Officer/Corrections Officer Trainee, Position Number 500420019

4. Corrections Officer/Corrections Officer Trainee, Position Number 500420031
5. Corrections Officer/Corrections Officer Trainee, Position Number 500420034
6. Administrative Support Associate, Position Number 500013238
7. Stores Clerk I, Position Number 500018190

Vice Chairman Walker made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 12-1 through 12-7, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUEST (1)

1. Deputy Sheriff/Deputy Sheriff Trainee, Position Number 550431177

Commissioner Singleton made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 13-1, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED POSITION FILL REQUESTS (3)

1. Tag and License Supervisor, Position Number 750052008
2. Customer Service Clerk, Position Number 750016051
3. Customer Service Clerk, Position Number 750016023

Commissioner Harris made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Page 14-1 through 14-3, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (8)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|--------------------------|------------------------------|
| 1. Sheriff's Office | Request Number 18, 26 and 27 |
| 2. Appraisal Department | Request Number 15 |
| 3. Personnel Department | Request Number 14 |
| 4. Community Corrections | Request Number 8, 9 and 10 |

Vice Chairman Walker made a motion to approved Travel/Training Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 15-1 through 15-8, are attached to these Minutes.)

WAIVE RULES

Chairman Dean requested to waive rules and add the following items to the agenda, and his fellow Commissioners concurred:

COUNTY COMMISSION – APPROVED CONTRACTUAL AGREEMENT WITH TRI-STATE ABATEMENT, INC., REGARDING ASBESTOS ABATEMENT AND DEMOLITION OF A COUNTY-OWNED HOUSE LOCATED AT SNOWDOWN PARK

Vice Chairman Walker made a motion to approve Contractual Agreement with Tri-State Abatement, Inc., regarding Asbestos Abatement and Demolition of a County-Owned House located at Snowdown Park. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies Memorandum, Agreement, Letter and Attorney Gallion's Opinion, Agenda Pages 16-1 through 16-5, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 5PER (FY2015 - \$81,927.14)

Commissioner Harris made a motion to approve Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 5PER (FY2015 - \$81,927.14). The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies Memorandum, Agreement and Certification, Agenda Pages 17-1 through 17-13, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 6LEL (FY2016 – \$6,932.86)

Commissioner Harris made a motion to approve Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 6LEL (FY2016 - \$6,932.86). The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Agreement and Certification, Agenda Pages 18-1 through 18-14, are attached to these Minutes.)

TAX AND AUDIT – APPROVED RENEWAL AGREEMENT WITH DON H. PAYNE REGARDING EXTERNAL COLLECTION SERVICES

Commissioner Harris made a motion to approve Renewal Agreement with Don H. Payne regarding External Collection Services, Tax and Audit. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 19-1 through 19-4, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED BID AWARD TO GALLS, LLC, GULF STATES DISTRIBUTORS AND MAC UNIFORMS FOR SHERIFF'S OFFICE UNIFORMS

Commissioner Harris made a motion to approve Bid Award to Galls, LLC, Gulf States Distributors and MAC Uniforms for Sheriff's Office Uniforms. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandums and Bid, Agenda Pages 20-1 through 20-6, are attached to these Minutes.)

COMMENTST BY COMMISSONERS AND ATTENDEES

Mr. Crews Reaves, of the Midtown Montgomery Neighborhood Alliance, invited everyone to attend the 50th Annual Ceremony of the Dale's Penthouse Restaurant fire on Tuesday, February 7, 2017 at 9:00 a.m. Mr. Reeves said that the fire killed 26 people, and two of the firefighters that were on the scene that night will be at the ceremony.

Mr. Reaves also recommended putting more chairs in the Commission Conference Room to accommodate more people at the information session.

Commissioner Singleton said good morning and thanked everyone for coming. He thanked Mr. Jim Franklin, Executive Vice President of Operations, East YMCA, and said he appreciated everything he does. Commissioner Singleton acknowledged some of the Sheriff's Office Staff and also thanked the Montgomery County Sheriff's Office for all the hard work they do in being proactive in covering the county. He stated he believes Montgomery County has the best Sheriff's Office in the Country.

Commissioner Sankey said good morning and reminded everyone to keep education first. He encouraged everyone to visit a school of their choice. Commissioner Sankey stated that support is good, but a warm body showing up at a school to volunteer is even better.

Vice Chairman Walker said good morning and echoed Commissioner Sankey's support of the schools. She recognized two ladies from the Montgomery Christian School and asked them to introduce themselves. Vice Chairman Walker thanked the ladies, Beth Dubina and Judy Kyser, for making great things happen at the school.

Vice Chairman Walker also recognized Montgomery County Sheriff Deputies Kofee Anderson and Gil Robinson. She said both deputies are assigned to Catoma Elementary School. She said that students at Catoma Elementary participated in the Liberty Learning Program, which helps students stay engaged in learning and teaches them about civics and how to become good citizens. Vice Chairman Walker stated the deputies were chosen by the students as their heroes, and she congratulated them for their honor.

Chairman Dean said good morning to everyone and thanked Commissioner Sankey and Vice Chairman Walker for inviting their special guests. He thanked the law enforcement officers that were present for the great job they do. Chairman Dean thanked them for exemplifying great leadership qualities and for being very professional.

Commissioner Harris said good morning and that he felt everything has already been said. He told everyone to have a good week.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY SEDERICK FLUKER WITH THE MONTGOMERY S.T.E.P. FOUNDATION

Mr. Sederick Fluker with the Montgomery S.T.E.P. Foundation briefed the Commission regarding the program and requested funding in the amount of \$50,000. Commissioner Sankey strongly recommended supporting this organization. Chairman Dean stated that the Commission would discuss the request.

PRESENTATION BY DIRECTOR OF RISK MANAGEMENT SCOTT KRAMER

Director of Risk Management Scott Kramer briefed the Commission regarding a Pharmacy Management Services Agreement with Carlisle Medical Incorporated and Carlisle & Associates. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Kramer presented a Health Center Share Agreement with Alliance Insurance Group, Inc., and CareHere, LLC, concerning a health center location for the benefit of CareHere clients. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Kramer requested payment of his 2017 Membership Dues to the Public Risk Management Association (PRIMA). After discussion, the Commission agreed to place this item on the next agenda.

Mr. Kramer briefed the Commission regarding a three-year trend analysis concerning monthly healthcare claims costs, workers compensation injuries and motor vehicle accidents. (Copy of Trend Analysis, Pages 21-1 through 21-4, is attached to these Minutes.)

PRESENTATION BY FINANCE DIRECTOR BARRY CRABB AND SENIOR PLANNER LYNDY WOOL WITH THE CITY OF MONTGOMERY

Finance Director Barry Crabb and Senior Planner Lyndy Wool with the City of Montgomery briefed the Commission regarding an Alabama Recycling Fund Grant Application to the Alabama Department of Environmental Management (ADEM) regarding the Solid Waste Recycling Program. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY ACTING JUVENILE COURT ADMINISTRATOR BEVERLY WISE

Acting Juvenile Court Administrator Beverly Wise briefed the Commission regarding a Temporary Agreement with Dallas County Juvenile Detention Center for overflow detention beds. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY GENERAL SERVICES DIRECTOR LAMAR ALLEN

General Services Director Lamar Allen presented a preliminary unfunded construction, repair and maintenance analysis for county-owned property. After discussion, the Commission requested a prioritized list for all of the projects. (Copy of Maintenance Analysis, Page 22-1, is attached to these Minutes.)

PRESENTATION BY FINANCE DIRECTOR SHERRILL THOMAS

Finance Director Sherrill Thomas presented a Position Fill Request for Retired RSA Employee/Professional for the Personnel Department. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry reviewed the calendar of upcoming events.

Ms. Henry briefed the Commission regarding the County Employee Blood Drives for 2017. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN AND ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding the reappointment of Board Member David Livingston to the Pike Road Volunteer Fire Protection Authority for a term expiring March 1, 2023. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding Amendment Number 2 to Contract with The Office Pal for toner cartridges (Contract Number 51901-15B-014). After discussion, the Commission agreed to place this item on the next agenda and requested an analysis of toner usage by department.

Deputy Administrator Cauthen briefed the Commission regarding a Bid Award to Coast to Coast, Inc., for SAN backup storage appliance expansion, Bid Number 51965-17B-009. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented an invoice for payment to the Garrett Coliseum Redevelopment Corp in the amount of \$50,000 for FY2017 Appropriation and \$25,000 for 2017 Facility Upgrades for a total of \$75,000.

He noted that the Commission has appropriated a total of \$200,000 regarding this matter over the years, in which \$50,000 was given on each of the following dates: December 17, 2012, January 21, 2014, April 20, 2015 and May 2, 2016.

Chairman Dean stated that the Commission would only pay \$50,000. After discussion, the Commission agreed to place this item on the next agenda.

DISCUSSION BY THE COMMISSION

The Commission discussed the Award for Request for Proposals for the Implementation of The Montgomery County Commission's Minority and Women Business Enterprise Initiative. Commissioner Singleton requested additional information on two candidates since he was not able to attend the interviews. The Commission agreed to discuss this issue at a later meeting.

The Commission agreed to place a Budget Change Request in the amount of \$5,000 on the next agenda for the A-KEEP Program. Chairman Dean and Commissioner Harris requested a \$1,666.67 miscellaneous appropriation from each of their accounts and Commissioner Singleton requested a \$1,666.66 miscellaneous appropriation from his account to be placed on the next agenda for this program.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims informed the Commission that Montgomery Christian School has requested to meet with them at their next meeting. The Commission agreed for Administrator Mims to schedule representatives from the school to meet with them at their next meeting.

Administrator Mims presented County Tax Levies for the Year 2017. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented a letter from the National Association of Counties (NACo) in which they thanked Montgomery County for participating in the national Stepping Up initiative to reduce the number of people with mental illnesses in jails.

Administrator Mims presented a letter from the Montgomery Community Action Agency requesting the reappointment of Melanie Bicatel-Wilson to the board. No action was taken by the Commission.

Administrator Mims presented a letter from President Matt Holdbrooks with Kid One Transport Systems requesting to make a presentation to the Commission at their next meeting. The Commission agreed for Administrator Mims to schedule this organization to meet with them at their next meeting.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for 2017.

Administrator Mims presented a Service of Process Fee (Sheriff Process Fee) Collection for February 2017.

DISCUSSION BY THE COMMISSION

Chairman Dean and Commissioner Harris requested a \$1,500 miscellaneous appropriation from each of their accounts for the Alabama State University of the College of Liberal Arts and Social Sciences for student travel. The Commission agreed to place these items on the next agenda.

ADJOURNMENT

Commissioner Harris made a motion to adjourn the meeting of the Montgomery County Commission on February 6, 2017, at 11:55 a.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

AGENDA

FEB - 6 2017

2-6-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-13-17

Check Number	To	Check Number
266499		266554
Total Checks Paid		\$425,514.57

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

2-6-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-13-17

Check Number	To	Check Number
266555		266641
Total Checks Paid		\$324,450.38

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

AGENDA

FEB - 6 2017

2-6-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-20-17

Check Number	To	Check Number
266642		266688
Total Checks Paid		\$163,329.78

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

2-6-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-20-17

Check Number	To	Check Number
266689		266754
Total Checks Paid		\$448,489.03

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

2-6-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-27-17

Check Number	To	Check Number
266755		266824
Total Checks Paid		\$140,234.23

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-27-17

Check Number	To	Check Number
266825		266920
Total Checks Paid		\$952,905.74

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

MONTGOMERY COUNTY COMMISSION

1/17/17 Meeting

REVISED

AGENDA

FEB - 6 2017

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
1/6/17

Payroll Check Number	127043	To	Payroll Check Number	127108	\$ 49,895.72
Direct Deposits					\$ 884,815.66
Payroll Check Number	127109	To	Payroll Check Number	127133	\$ 295,970.55
Direct Deposits					\$ 408,825.85
Federal Deposits					\$ 348,131.35
Total Payroll Paid					\$ 1,987,639.13

**REVISED - CHECK DATE 1/17/17 CHANGED TO 1/6/17
AND PAYROLL CHECK NUMBER 127132 CHANGED TO 127133**

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

MONTGOMERY COUNTY COMMISSION

AGENDA**FEB - 6 2017**

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
1/20/17

Payroll Check Number	127134	To	Payroll Check Number	127200	\$ 48,939.98
Direct Deposits					\$ 879,749.06
Payroll Check Number	127201	To	Payroll Check Number	127223	\$ 263,041.21
Direct Deposits					\$ 407,770.50
Federal Deposits					\$ 337,416.01
Total Payroll Paid					\$ 1,936,916.76

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

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 - 6 2017

February 2, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Contract for Design Engineering Services with Goodwyn, Mills & Cawood, Inc.,
regarding Plans and Specifications for Construction of a New Industrial Access
Roadway in the Montgomery Industrial Park

The Montgomery County Commission, at its meeting on January 17, 2017, agreed to place on the next agenda a Contract for Design Engineering Services with Goodwyn, Mills & Cawood, Inc., regarding Plans and Specifications for Construction of a New Industrial Access Roadway in the Montgomery Industrial Park.

I am requesting approval of this item.

DLM/tn

Attachment

- A COUNTY OLDER THAN THE STATE -

P.O. BOX 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

CONTRACT FOR DESIGN ENGINEERING SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 2017 by and between **GOODWYN, MILLS AND CAWOOD, INC.**, of Montgomery, Alabama, hereinafter referred to as "ENGINEER" and **THE MONTGOMERY COUNTY COMMISSION**, hereinafter referred to as "OWNER",

WHEREAS, the OWNER desires to have professional Engineering services and consultation performed relative to the preparation of plans and specifications for construction of

A NEW INDUSTRIAL ACCESS ROADWAY (LYNN GOWAN CLOSE) IN THE MONTGOMERY INDUSTRIAL PARK

*ALDOT PROJECT NO. IAR-051-000-012
MONTGOMERY COUNTY PROJECT NUMBER MCP 51-81-17*

hereinafter referred to as "the Project".

WHEREAS, not having engaged any other engineers for the Project, OWNER desires to employ the services of ENGINEER as its sole and exclusive Engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and ENGINEER do agree, each with the other, as follows:

1. BASIC SERVICES

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the project to which this agreement applies as hereinafter provided. ENGINEER shall serve as owner's prime design professional and engineering representative for the project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such engineer's consultants as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any engineer's consultant unacceptable to ENGINEER. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions of the same time and the same locality.

- 1.1 ENGINEER shall perform professional services as hereinafter stated which includes customary civil engineering services as required by this project.

1.2 PROJECT SCOPE OF WORK / PRELIMINARY DESIGN PHASE

The scope of the services shall be limited to the design and development of roadway plans to construct a new industrial access roadway (Lynn Gowan Close) in the Montgomery Industrial Park as defined by the agreement between the Montgomery County Commission and the Alabama Department of Transportation described as Project Number IAR-051-000-012.

- 1.2.1 The ENGINEER shall further consult with OWNER and review available data to clarify and define OWNER's requirements for the Project.

- 1.2.2 In consultation with the OWNER, determine the extent of the Project, which includes the limits of the project, curb and/or gutter improvements, storm sewer improvements, possible utility conflicts and potential environmental issues.
- 1.2.3 Prepare preliminary design documents consisting of the preliminary layout, final design criteria, and an Opinion of Probable Project Cost.
- 1.2.4 Furnish and review the preliminary design documents with the OWNER for final approval of the OWNER's requirements for the project.

1.3 FINAL DESIGN PHASE

After authorization by the OWNER to proceed with the Final Design Phase, ENGINEER shall:

- 1.3.1 On the basis of the accepted preliminary design documents and the Opinion of Probable Project Cost, prepare final drawings and specifications for incorporation in the Contract Documents that show the character and extent of the Project, hereinafter called "Bid Documents".
- 1.3.2 Design the project to conform to all Federal, State and Local standards.
- 1.3.3 The Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, will govern in the development of the plans and specifications for this project.
- 1.3.4 Perform all route surveying for the Project corridor.
- 1.3.5 Conduct subsurface geotechnical explorations, such as borings and soil tests, and prepare a report to be included in the Final Design Phase of the construction documents.
- 1.3.6 Prepare an ADEM Stormwater permit application and CBMPP plan (if required) and assist the OWNER with the submittal of the ADEM Stormwater permit prior to the Bidding Phase.
- 1.3.7 Other environmental services such as performing wetland delineation, US Fish & Wildlife Concurrence, US Army Corps of Engineers permitting, Alabama Historical Commission concurrence or other permitting, investigations or regulatory requirements are not expected to be needed and therefore are not included in this Scope. If needed, the services will be considered additional services.
- 1.3.8 The OWNER will be responsible for acquiring any Rights of Entry, additional Rights of Way, Easements, etc. that may be required for the development of the roadway plans. Any assistance required by the OWNER for Right of Way and/or Easement acquisition shall be considered additional services.
- 1.3.9 Advise OWNER of any adjustments to the latest Opinion of Probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised Opinion of Probable Project Cost based on the Final Bid Documents. ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from Opinions of Probable Project Cost prepared by ENGINEER.

1.3.10 Prepare for review and approval by the OWNER, its legal counsel and other advisors, contract agreement forms, general conditions, bid forms, invitation to bid and instructions to bidders, and assist in the preparation of other related documents.

1.3.11 Provide sufficient plans, specifications, bid sheets, cost estimates, design analysis, and other contract documents required for the Project.

1.4 BIDDING OR NEGOTIATING PHASE

After the OWNER's acceptance of the plans and specifications as well as ENGINEER's most recent estimate of probable cost, and upon the OWNER's and ALDOT's authorization to proceed, ENGINEER shall proceed with the performance of the services called for in the Bidding Phase.

1.4.1 The ENGINEER will assist the OWNER in preparing the Contract Documents, the bid and any pre-qualification packages, and any necessary advertisements for the Project. The ENGINEER will assist the OWNER in receiving bids and any pre-qualification applications for the Project, in conducting any pre-bid conference and bid openings, and in making recommendations for qualifying contractors and awarding contracts for construction. For projects subject to the competitive bid law, the OWNER is responsible for the final determination of the lowest responsible and responsive bidder to whom a construction contract is awarded, shall obtain such legal counsel as necessary to make that determination, and shall hold ENGINEER harmless therefrom.

1.4.2 Issue addenda as appropriate to clarify, correct or change the bid documents.

1.4.3 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.4.4 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.4.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and assembling and awarding contracts for construction, materials, equipment and services.

1.5 CONSTRUCTION PHASE

Construction services (including, but not limited to construction administration, inspection, engineering and management) are not included as a part of this agreement.

2. OWNER'S RESPONSIBILITIES

OWNER agrees to provide ENGINEER with complete information concerning the requirements of the project and to perform the following services:

- 2.1 Provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish ENGINEER with a copy of any design and construction standards which the OWNER will require the ENGINEER to follow for the Project.
- 2.2 Assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.
- 2.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.
- 2.4 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 2.5 Arrange for access to and make all provisions for the ENGINEER to enter upon public and private property for data collection as required for ENGINEER to perform services under this Agreement. OWNER agrees to hold the ENGINEER harmless from any and all claims, actions, damages and costs, including but not limited to attorney's fees, arising from OWNER's arrangements and provisions for access to property.
- 2.6 Pay all costs associated with necessary easement / right of way acquisition.
- 2.7 Obtain all permits and environmental clearances necessary to construct the project.
- 2.8 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.
- 2.9 Be the Applicant for all permits and environmental clearances necessary to construct the Project and pay for any and all regulatory permitting and applications fees.
- 2.10 The OWNER's representative shall attend the any pre-bid meetings and the bid opening.
- 2.11 If Additional Services are required for the Project, the OWNER agrees to pay ENGINEER for those Additional Services as outlined in Section 3 of this Agreement.

3. ADDITIONAL SERVICES

The following scope of services shall be considered additional work above and beyond the Basic Services outlined in Section 1 of this Agreement. The OWNER and ENGINEER shall agree to any Additional Services through a written amendment hereto, for the ENGINEER to furnish or obtain from others, prior to such services being performed. Compensation for the Additional Services will be as negotiated between the OWNER and ENGINEER. The Terms for such compensation shall be included in said written amendment to the Agreement.

- 3.1 Performing additional survey work or additional courthouse research as needed for the preparation of easements and deeds, preparation of documents for easement and right of way acquisition, research of legal documents, boundary surveys and post construction services.
- 3.2 Performing environmental permitting and investigation work other than the specific permits outlined in Section 1 of this Agreement such as wetlands delineation and mitigation, subsurface soil or groundwater contamination, survey of endangered or threatened species, cultural resource surveys, US Army Corps of Engineers permitting, etc.
- 3.3 Perform additional subsurface investigations should unusual subsurface conditions be discovered during the Design Phase.
- 3.4 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by the ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond the ENGINEER's control.
- 3.5 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

4. TERMS AND CONDITIONS

- 4.1 The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Engineer's services. ENGINEER and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- 4.2 ENGINEER shall not at any time supervise, direct, or have control over any contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- 4.3 ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between OWNER and such contractor.
- 4.4 OWNER may, from time to time, request changes in the scope of the services of ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, which are mutually agreed upon by and between OWNER and ENGINEER, shall be incorporated in written amendments to this Contract.

- 4.5 ENGINEER represents that it has, or will secure at his own expense, all personnel required in performing the services under this Contract. All of the services required hereunder will be performed by ENGINEER, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- 4.6 All design documents prepared or furnished by ENGINEER are instruments of service, and ENGINEER retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- 4.7 ENGINEER will not assign any interest on this Contract, and will not transfer any interest in the same without the prior written consent of OWNER thereto, provided, however, that claims for money by ENGINEER from OWNER under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to OWNER.
- 4.8 The parties acknowledge that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable laws and Regulations.
- 4.9 ENGINEER will in its preparation of the Bid Documents, require the Contractor to comply with all applicable laws, ordinances and codes of the State and Local governments.
- 4.10 ENGINEER shall procure and maintain insurance for protection from claims under Worker's Compensation Acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from.
- 4.11 If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Goodwyn, Mills and Cawood, Inc.
- 4.12 Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

- 4.13 The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's reasonable control, including but not limited to, delays because of strikes, lockouts, work slowdowns or stoppages, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of the ENGINEER's services or work product promptly, or delays caused by faulty performance by the OWNER or by contractors of any level. When such delays beyond the ENGINEER's reasonable control occur, the OWNER agrees the ENGINEER is not responsible for damages, nor shall the ENGINEER be deemed to be in default of this Contract.
- 4.14 This Agreement represents the entire and integrated agreement between OWNER and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER.
- 4.15 Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER.
- 4.16 Any provision or part of this agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that this agreement shall be reformed or replaced such stricken provision or parts thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 4.17 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 4.18 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time shall be computed upon applicable terms of Section 5 of this Agreement, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

5. FEES AND PAYMENTS

The OWNER agrees to pay to the ENGINEER a lump sum fee of \$66,500 for the Basic Services as outlined in Section 1 of this Agreement based on the fee schedule shown below. Payment for these Basic Services shall be made in installments (no more than once monthly) based upon percentage complete as work progresses.

- 5.1 For the Preliminary Design Phase, the Final Design Phase and the Bidding Phase, the OWNER will pay the ENGINEER a lump sum fee of \$60,000.
- 5.2 For subsurface geotechnical explorations, such as borings and soil tests, and Report, the OWNER will pay the ENGINEER a lump sum fee of \$4,500.

- 5.3 For Stormwater Permitting costs, which include the preparation of the permit, preparation of the CBMPP, preparation to transfer the permit to the Contractor, and the permit termination, the OWNER will pay ENGINEER a lump sum fee of **\$2,000**. This does not include the application fee required by ADEM for the NPDES permit or the ADEM fee for transferring the permit into the Contractor's name. At this time, those fees are \$1,385 and \$800, respectively, and will be paid directly to ADEM by the OWNER.
- 5.4 Items listed under Section 3 of this Agreement are **NOT ANTICIPATED** to be needed and therefore are not included in the Scope of these Services. However, should it be determined that any of these items are needed, they can be added as Additional Services under the terms described in Section 3 of this Agreement.
- 5.5 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by the ENGINEER's consultant to the ENGINEER time a factor of two.
- 5.6 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice, the amounts due ENGINEER will be increased at a rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, without liability, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to the interest and then to principal.

IN TESTIMONY OF WHICH, ENGINEER has signed this agreement and OWNER, by an appropriate motion adopted at a legally authorized meeting of its governing body held on the _____ day of _____, 2017, has authorized this agreement to be executed.

MONTGOMERY COUNTY COMMISSION

**GOODWYN, MILLS AND CAWOOD, INC.
MONTGOMERY, ALABAMA**

By: _____
Elton N. Dean, Sr., Chairman
Montgomery County Commission

By: _____
Bobby Kemp, P.E.
Transportation Engineering

Attest:

Attest:

AGENDA

FEB -6 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: January 9, 2017

RE: Contract No. 59310-16P-002
Inspection and Evaluation of Elevators

I request that the attached Amendment No. 1 to Dieter Consulting Services, Inc. contract for inspection and evaluation of elevators be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning February 15, 2017 and ending on February 16, 2018.

All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 59310-16P-002

Amendment No. 1

Contract with Dieter Consulting Services, Inc. for inspection and evaluations of elevators is hereby extended for one (1) year, beginning February 15, 2017 and ending February 16, 2018.

All other provisions of the contract remain the same.

WITNESS: DIETER CONSULTING SERVICES, INC.

BY: _____

TITLE: _____

WITNESS: MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

FEB -6 2017

172433-1 : n : 11/03/2015 : FC / tj LRS2015-3150

SYNOPSIS: This bill would propose an amendment to the Constitution of Alabama of 1901, to allow the members of the Montgomery County Commission to participate in the Employees' Retirement System.

A BILL
TO BE ENTITLED
AN ACT

Proposing an amendment to the Constitution of Alabama of 1901, to allow the members of the Montgomery County Commission to participate in the Employees' Retirement System.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. The following amendment to the Constitution of Alabama of 1901, is proposed and shall become valid as a part of the Constitution when all requirements of this act are fulfilled:

PROPOSED AMENDMENT

No elected or appointed Montgomery County Commissioner may assume a supernumerary office after the

1 effective date of this amendment. Each member of the
2 Montgomery County Commission may participate in the Employees'
3 Retirement System of Alabama upon the same terms and
4 conditions as may be specified by law for any other employee
5 in the same retirement system. A Montgomery County
6 Commissioner holding office at the time of the ratification of
7 this amendment shall be eligible to purchase service credit in
8 the Employees' Retirement System for the time the official has
9 served in the current office; provided, however, the official
10 may not assume a supernumerary office.

11 Section 2. An election upon the proposed amendment
12 shall be held in accordance with Section 284.01
13 Constitution of Alabama of 1901, now appearing as Section
14 284.01 of the Official ReCompilation of the Constitution of
15 Alabama of 1901, as amended, and the election laws of this
16 state.

17 Section 3. The appropriate election official shall
18 assign a ballot number for the proposed constitutional
19 amendment on the election ballot and shall set forth the
20 following description of the substance or subject matter of
21 the proposed constitutional amendment:

22 "Relating to Montgomery County, proposing an
23 amendment to the Constitution of Alabama of 1901, to allow the
24 members of the Montgomery County Commission to participate in
25 the Employees' Retirement System.

26 "Proposed by Act _____."

1 This description shall be followed by the following
2 language:
3 "Yes () No ()."

AGENDA

FEB -6 2017

1 164485-1 : n : 02/06/2015 : FC / agb LRS2015-445

2

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4

5

6

7

8

9

A BILL

10

TO BE ENTITLED

11

AN ACT

12

13

Relating to any Class 3 municipality organized under

14

Act 618, 1973 Regular Session (Acts 1973, p. 879); to further

15

provide for the membership of any airport authority

16

established by the city.

17

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

18

Section 1. Notwithstanding any other provision of

19

law, any airport authority established by any Class 3

20

municipality organized under Act 618, 1973 Regular Session

21

(Acts 1973, p. 879), shall have two additional members

22

appointed by the county commission of the county where the

23

municipality is located. Members appointed pursuant to this

24

section shall serve for terms as currently provided for other

25

members of the authority.

26

Section 2. All laws or parts of laws which conflict

27

with this act are repealed.

1 Section 3. This act shall become effective
2 immediately following its passage and approval by the
3 Governor, or its otherwise becoming law.

AGENDA

FEB -6 2017

1 172669-1 : n : 12/08/2015 : FC / tj LRS2015-3358
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8

9 A BILL
10 TO BE ENTITLED
11 AN ACT
12

13 Relating to Montgomery County; levying a sales tax
14 on the retail and wholesale price of all spirituous or vinous
15 liquors sold in the county, and providing for disposition of
16 the proceeds.

17 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

18 Section 1. Pursuant to the authority granted in
19 Section 104 of the Constitution of Alabama of 1901, in
20 Montgomery County, there is hereby levied and shall be
21 collected a sales tax at the rate of five percent upon the
22 wholesale and retail price, excluding taxes, of spirituous or
23 vinous liquors sold at retail or wholesale in the county by
24 the Alcoholic Beverage Control Board, its stores, or its
25 successors or assigns. The county tax herein levied shall be
26 collected by the board, its successors, or assigns, from the
27 wholesale and retail purchaser at the time the wholesale or

Page 1

1 retail price is paid. The tax shall be collected as are other
2 taxes on alcoholic beverages and deposited into the county
3 general fund to be distributed to the Montgomery County
4 district attorney's office, district attorney fund, for the
5 operation of the office. The Alcoholic Beverage Control Board
6 may withhold five percent of the tax collected under this act
7 for costs for administration and collection not to exceed two
8 thousand dollars (\$2,000) per year.

9 Section 2. This act shall become effective on the
10 first day of the third month following its passage and
11 approval by the Governor, or its otherwise becoming law.

AGENDA

FEB -6 2017

181105-1 : n : 01/06/2017 : KMS / tj LRS2017-13

A BILL

TO BE ENTITLED

AN ACT

Relating to Montgomery County; to amend Section 2 of Act 2015-264, 2015 Regular Session, imposing an additional service of process fee for the service of documents in the civil and criminal divisions of the circuit and district courts; to clarify that the fee shall be collected on each document requiring personal service of process by the Sheriff of Montgomery County for matters pending or to be commenced in a court in Montgomery County or in a court outside of Montgomery County.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. Section 2 of Act 2015-264, 2015 Regular Session, is amended to read as follows:

"Section 2. (a) In addition to all existing charges, fees, judgments, and costs of court, in the civil division and in the criminal division of the district and circuit courts of

1 Montgomery County, an additional one-time service of process
2 fee of thirty dollars (\$30) per document shall be imposed and
3 collected for service or attempted service of process on each
4 document requiring personal service of process by the Sheriff
5 of Montgomery County for matters pending or to be commenced in
6 a court in Montgomery County.

7 " (b) ~~In addition to all existing charges, fees,~~
8 ~~judgments, and costs of court, in the civil division of the~~
9 ~~district and circuit courts of Montgomery County, an~~ An
10 additional one-time service of process fee of thirty dollars
11 (\$30) per document shall be imposed and collected for service
12 or attempted service of process on each document requiring
13 personal service of process by the Sheriff of Montgomery
14 County for matters pending or to be commenced in a court
15 outside of Montgomery County.

16 "(c) The court official designated in Montgomery
17 County by law for the respective courts shall collect the
18 service of process fee designated in subsections (a) and (b) -
19 and shall remit the fees collected as follows: Ten percent of
20 each fee shall be retained by the circuit clerk and deposited
21 in the circuit clerk's fund or similar fund to be used for the
22 operation of the circuit clerk's office and the remainder of
23 the fee shall be distributed to the Montgomery County
24 Commission to be deposited in the county general fund.
25 Notwithstanding the foregoing, the fee shall not be imposed
26 and collected if the court finds payment of the fee will
27 create a substantial hardship. A verified statement signed by

1 the person requesting service and approved by the court
2 attesting the substantial hardship shall be filed with the
3 clerk of the court.

4 "(d) The district attorney, law enforcement, and
5 grand juries shall be exempt from payment of the fees provided
6 in this act."

7 Section 2. This act shall become effective on the
8 first day of the third month following its passage and
9 approval by the Governor, or its otherwise becoming law.

FEB -6 2017



Montgomery Area Committee of 100, Inc.

P. O. Box 79

Montgomery, AL 36101

Invoice

Honorable Elton Dean
Montgomery County Commission
P O Box 1667
Montgomery, AL 36102

Date	Invoice #
1/5/2017	1672

Item Code	Description	Amount
Ex-Officio	Ex-Officio Membership	500.00
Please remit upon receipt to: Montgomery Area Committee of 100 P. O. Box 79 Montgomery, AL 36101-0079		Total \$500.00

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 - 6 2017

February 6, 2017

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-2017-35: Southeastern Dixie Youth Baseball League, Inc., for Permanent Storage Building - \$2,500; (Singleton)

NC-2017-67: Montgomery County Sheriff's Fund, for Pine Level Community Day Event - \$1,200; (Singleton)

NC-2017-68: City of Montgomery, for Montgomery County ADA Compliance Coordinator - \$6,000; (Dean)

NC-2017-69: Troy University, for Facility Upgrades at The Davis Theatre - \$5,000; (Walker)

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

BOE-2017-3: BOE, Robert E. Lee High School, for Football Banquet, Attn: Tyrone Rogers - \$3,000; (Walker)

DLM/tll

AGENDA

FEB - 6 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: January 25, 2017

RE: Invitation to Bid No. 51100-17B-007
Move District Attorney's Office- Child Support Division

Request approval of award on the above referenced Invitation to Bid to the lowest responsible bidder, Armstrong Relocation in the amount of \$6,995.00, be placed on the agenda for February 6, 2017.

Coordination of award made with Shaun Lehman, information Technology Support Coordinator, Montgomery County District Attorney's Office.

Attachment

[illegible]

14 BIDS MAILED

Move DA Child Support Office, 51100-17B-007

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 -6 2017

February 2, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Performance Evaluation of County Administrator

The Montgomery County Commission, at its meeting on January 17, 2017, agreed to place the Performance Evaluation (Consolidated Report) for County Administrator Donald L. Mims, CPA, MPA, on the next agenda.

I am requesting approval of this Performance Evaluation.

Should you have any questions, please contact me.

DLM/tn

- A COUNTY OLDER THAN THE STATE -

P.O. Box 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Engineering
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: George Speake

POSITION INFORMATION:

Position Title County Road Equipment Operator II
 Position Number 620552014
 Pay Grade S06 Pay Range \$27,921 - \$41,718
 Proposed Effective Date 3/13/2017

Type of Hire (☐) New (☒) Promotional - *Engineering Dept only*
 Type of Appointment (☒) Permanent (☐) Temporary *In house*

DEPARTMENT APPROVAL:

George I. Speake
 Department Head

Date 1/31/2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Risa Herring
 Employee Benefit Manager

Date 1-31-17

Sherill Thomas
 Finance Director

Date 1-31-17

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

Revised 12/14/2016

FEB -6 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office - Detention
 DEPARTMENT HEAD: Sheriff Derrick Cunningham
 SUPERVISOR: Col. Wanda Robinson

POSITION INFORMATION:

Position Title Corrections Officer / Trainee
 Position Number 500419041
 Pay Grade PCT / PC-1 Pay Range \$30,096 - \$46,832
 Proposed Effective Date 2/13/2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

[Signature]
 Department Head

Date 1-31-17

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

[Signature]
 Employee Benefit Manager

Date 1-31-17

[Signature]
 Finance Director

Date 1-31-17

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

Revised 12/14/2016

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

FEB -6 2017

DEPARTMENT: Montgomery County Sheriff's Office - Detention

DEPARTMENT HEAD: Sheriff Derrick Cunningham

SUPERVISOR: Wanda Robinson

POSITION INFORMATION:

JobAps Req ID# 1334

Position Title Corrections Officer / Corrections Officer Trainee

Position Number 500419118

Pay Grade PCT - \$30,096

Proposed Effective Date 1/17/17

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham
Department Head

Date 1-23-17

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Risa Henning
Employee Benefit Manager

Date 1-23-17

Sherill A. Thomas
Finance Director

Date 1-23-17

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

PERSONNEL APPROVAL:

Personnel Director

Date _____

Revised 12/14/2016

FEB -6 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office - Detention
 DEPARTMENT HEAD: Sheriff Derrick Cunningham
 SUPERVISOR: Col. Wanda Robinson

POSITION INFORMATION:

Position Title Corrections Officer / Trainee
 Position Number 500420019
 Pay Grade PCT / PC-1 Pay Range \$30,096 - \$46,832
 Proposed Effective Date 2/13/2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

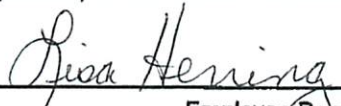
DEPARTMENT APPROVAL:


 Department Head

Date 1-31-17

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.


 Employee Benefit Manager

Date 1-31-17


 Finance Director

Date 1-31-17

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

Revised 12/14/2016

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

FEB -6 2017

DEPARTMENT: Montgomery County Sheriff's Office - Detention

DEPARTMENT HEAD: Sheriff Derrick Cunningham

SUPERVISOR: Wanda Robinson

POSITION INFORMATION:

JobAps Req ID# 1321

Position Title Corrections Officer / Corrections Officer Trainee

Position Number 500420031

Pay Grade PCT - \$30,096

Proposed Effective Date 1/17/17

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:


Department Head

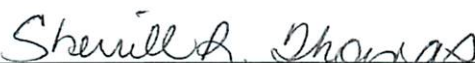
Date 1-23-17

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.


Employee Benefit Manager

Date 1-23-17


Finance Director

Date 1-23-17

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

PERSONNEL APPROVAL:

Personnel Director

Date _____

Revised 12/14/2016

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

FEB -6 2017

DEPARTMENT: Montgomery County Sheriff's Office - Detention

DEPARTMENT HEAD: Sheriff Derrick Cunningham

SUPERVISOR: Wanda Robinson

POSITION INFORMATION:

JobAps Req ID# 1320

Position Title Corrections Officer / Corrections Officer Trainee

Position Number 500420034

Pay Grade PCT - \$30,096

Proposed Effective Date 1/17/17

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

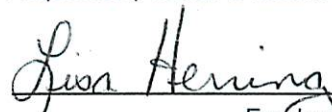
DEPARTMENT APPROVAL:


Department Head

Date 1-23-17

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.


Employee Benefit Manager

Date 1-23-17


Finance Director

Date 1-23-17

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

PERSONNEL APPROVAL:

Personnel Director

Date _____

Revised 12/14/2016

FEB -6 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office - Detention
 DEPARTMENT HEAD: Sheriff Derrick Cunningham
 SUPERVISOR: Col. Wanda Robinson

POSITION INFORMATION:

Position Title Administrative Support Associate
 Position Number 500013238
 Pay Grade A03 Pay Range \$25,630 - \$38,294
 Proposed Effective Date 1/30/2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

[Signature]
 Department Head

Date 1-31-17

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

[Signature]
 Employee Benefit Manager

Date 1-31-17

[Signature]
 Finance Director

Date 1-31-17

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

Revised 12/14/2016

FEB - 6 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office - Detention

DEPARTMENT HEAD: Sheriff Derrick Cunningham

SUPERVISOR: Wanda Robinson

POSITION INFORMATION:

JobAps Req ID# 1340

Position Title Stores Clerk I

Position Number 500018190

Pay Grade A03 \$25,630 - 38,294

Proposed Effective Date 1/30/17

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

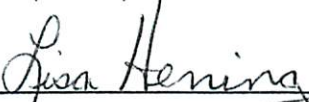
DEPARTMENT APPROVAL:


Department Head

Date 1-23-17

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.


Employee Benefit Manager

Date 1-23-17


Finance Director

Date 1-23-17

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

PERSONNEL APPROVAL:

Personnel Director

Date _____

Revised 12/14/2016

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

FEB -6 2017

DEPARTMENT: Montgomery County Sheriff's Office -

DEPARTMENT HEAD: Sheriff Derrick Cunningham

SUPERVISOR: Sheriff Derrick Cunningham

POSITION INFORMATION:

JobAps Req ID# 1331

Position Title Deputy Sheriff / Deputy Sheriff Trainee

Position Number 550431177

Pay Grade PS1 - \$38,236 - \$51,661

Proposed Effective Date 1/17/17

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:


Department Head

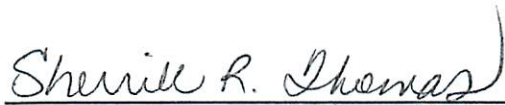
Date 1-23-17

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.


Employee Benefit Manager

Date 1-23-17


Finance Director

Date 1-23-17

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

PERSONNEL APPROVAL:

Personnel Director

Date _____

Revised 12/14/2016

FEB -6 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: PROBATE

DEPARTMENT HEAD: Judge Steven Reed

SUPERVISOR: William Flowers

POSITION INFORMATION:

Position Title Customer Service Clerk

Position Number 750016051

Pay Grade A04 Pay Range \$28,765-\$42,978

Proposed Effective Date 2/6/2017

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:


Department Head

Date 1/26/2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.


Employee Benefit Manager

Date 1-26-17


Finance Director

Date 1-26-17

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

Revised 12/14/2016

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 18

AGENDA
FEB - 6 2017

Date: January 11, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Dothan, Alabama
Departure Date: February 13, 2017 Return Date: February 17, 2017
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend K9 Seminar

Traveler (s) Name: 1. Josh Henry 4. _____
2. Mike Krzeminski 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,159.96 Advance Registration Required: \$200.00
Department Name: Sheriff's Office Fund Name: 001-52110.380
Additional Comments: _____

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 2/6/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,159.96 and advance registration of \$200.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.380</u>	(ex: 000-00000-000)
Description:	<u>Investigations-Canine</u>	
Current Budget:	<u>\$45,300.00</u>	
Approved Requests:	<u>\$7,862.44</u>	
Budget Available:	<u>\$37,437.56</u>	
Current Requests:	<u>\$1,159.96</u>	
Budget Balance:	<u>\$36,277.60</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/23/2017

cc: Finance Director / Buyer

15-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 26

AGENDA

FEB - 6 2017

Date: January 31, 2017

To: Donald L. Mims, Administrator

From: Sheriff Derrick Cunningham

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Chelsea, AL

Departure Date: February 13, 2017

Return Date: February 16, 2017

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: attend Sergeant Assessment Training

Traveler (s) Name: 1. Jorge Crawford 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$100.00

Advance Registration Required: \$0.00

Department Name: Sheriff's Office

Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 2/6/17 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-52110.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$25,000.00

Approved Requests: \$13,058.27

Budget Available: \$11,941.73

Current Requests: \$1,100.00

Budget Balance: \$10,841.73

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/1/2017

cc: Finance Director / Buyer

15-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 27

AGENDA
FEB - 6 2017

Date: January 31, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, AL
Departure Date: May 15, 2017 Return Date: May 19, 2017
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend RCTA training

Traveler (s) Name: 1. Kenneth Gordon 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$500.00 Advance Registration Required: \$0.00

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

Additional Comments: _____

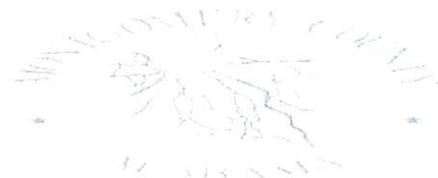
To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 2/6/17 reimbursement of actual and necessary expenses in the
approximate amount of \$500.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$14,058.27</u>	
Budget Available:	<u>\$10,941.73</u>	
Current Requests:	<u>\$1,600.00</u>	
Budget Balance:	<u>\$9,341.73</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/1/2017

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 15

AGENDA

FEB -6 2017

Date: January 12, 2017
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: March 20, 2017 Return Date: March 24, 2017
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Appraisal Manual (RES/AGR) (30 Hours)

Traveler (s) Name: 1. Antreece Martin 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$275.00 Advance Registration Required: \$275.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration: \$275.00

TOTAL EST. COST: \$275.00

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 2/6/17 reimbursement of actual and necessary expenses in the
approximate amount of \$275.00 and advance registration of \$275.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>120-51958.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$11,193.92</u>
Budget Available:	<u>\$18,806.08</u>
Current Requests:	<u>\$275.00</u>
Budget Balance:	<u>\$18,531.08</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/13/2017

cc: Finance Director / Buyer

15-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 14

AGENDA

FEB -6 2017

Date: January 27, 2017
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: San Antonio, TX
Departure Date: September 17, 2017 Return Date: September 21, 2017
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend the IPMA-HR Conference 2017

Traveler (s) Name: 1. Robbie Estes 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,373.00 Advance Registration Required: \$499.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration - 499.00; Airfare - 500.00; Food - 350.00; Hotel - 934.00
Taxi - 70.00; Tips - 20.00

To: Carmen Douglas, Director
From: Donald L. Mims, Administrator

The above request is app. 2/6/17 reimbursement of actual and necessary expenses in the
approximate amount of \$2,373.00 and advance registration of \$499.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>123-51961-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$10,703.07</u>	
Budget Available:	<u>\$14,296.93</u>	
Current Requests:	<u>\$2,373.00</u>	
Budget Balance:	<u>\$11,923.93</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/30/2017

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

AGENDA

FEB -6 2017

Date: January 23, 2017
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: North Augusta, SC
Departure Date: February 15, 2017 Return Date: February 17, 2017
Conference Leave (Days / Hours): three days
Purpose of Travel: To attend Taser Instructor Course

Traveler (s) Name: 1. Ronald Sellers 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,070.00 Advance Registration Required: \$435.00
Department Name: Community Corrections Fund Name: Community Corrections
Additional Comments: hotel, food, gas, registration fee

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 2/6/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,070.00 and advance registration of \$435.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>124-52960.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$9,000.00</u>
Approved Requests:	<u>\$2,895.58</u>
Budget Available:	<u>\$6,104.42</u>
Current Requests:	<u>\$1,070.00</u>
Budget Balance:	<u>\$5,034.42</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/25/2017

cc: Finance Director / Buyer

15-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

AGENDA

FEB -6 2017

Date: February 1, 2017
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 75 TechnaCenter Drive Montgomery AL 36117
Departure Date: March 14, 2017 Return Date: March 14, 2017
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: To attend Alabama Crime Prevention Clearinghouse & Training Institute

Traveler (s) Name: 1. Demetric Shipman 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Community Corrections Fund Name: Community Corrections

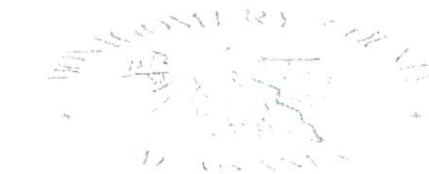
Additional Comments: _____

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 2/6/17 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$9,000.00</u>	
Approved Requests:	<u>\$2,895.58</u>	
Budget Available:	<u>\$6,104.42</u>	
Current Requests:	<u>\$1,070.00</u>	
Budget Balance:	<u>\$5,034.42</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/1/2017

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

AGENDA

FEB -6 2017

Date: February 1, 2017
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: SummaSource at Auburn Montgomery

Departure Date: February 28, 2017 Return Date: February 28, 2017

Conference Leave (Days / Hours): one day

Purpose of Travel: To attend Mental Health First Aid Training

Traveler (s) Name: 1. Ronald Sellers 4. Jeffery Solomon
2. Amberly Tutt-Lewis 5. _____
3. ReBecca Johnson 6. _____

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

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

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 2/6/17 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$200.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$9,000.00</u>	
Approved Requests:	<u>\$2,895.58</u>	
Budget Available:	<u>\$6,104.42</u>	
Current Requests:	<u>\$1,270.00</u>	
Budget Balance:	<u>\$4,834.42</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/2/2017

cc: Finance Director / Buyer

February 1, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Demolition of Snowdoun Park Building

A collapsing building is located on the Snowdoun Park property and requires demolition. Demolition will make way for future expansion of parking. Attached is a proposal and contract from Tri-State Abatement, Inc., for asbestos abatement and demolition of the building at a cost of \$10,450.

Because there is an immediate need for demolition, I request that rules be waived and the contract be placed on the agenda for approval.

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into the ____ day of February, 2017, between Tri-State Abatement, Inc., Brookwood, Alabama, ("Contractor") and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Montgomery County Commission desires to have asbestos abatement and demolition of a house located at Snowdown Park, 8440 US Highway 331, Montgomery, Alabama, and Contractor agrees to perform said work in accordance with its Proposal dated January 17, 2017, a copy of which is attached hereto;

NOW, THEREFORE, in consideration thereof, Contractor and Montgomery County Commission agree as follows:

1. Contractor agrees to perform work as described in its Proposal. All terms and conditions of the Proposal are incorporated herein by this reference.
2. Contractor shall at all times be in compliance with all OSHA and EPA guidelines.
3. Contractor shall hold Montgomery County Commission harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work of any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this agreement.
4. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Graybar.
5. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly

employ, hire for employment, or continue to employ an authorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the _____ day of February, 2016.

WITNESS:

Tri-State Abatement, Inc.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY
COMMISSION

BY: _____

TITLE: _____

Tri-State Abatement, Inc.

**15237 Howton Loop Road
Brookwood, AL 35444
(205) 331-5506
tristateabatement@gmail.com**

January 17, 2017

Lamar Allen
Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36102

RE: 8440 US HWY 331
Abatement and Demolition
Montgomery, AL

Mr. Allen,

Tri-State Abatement, Incorporated is pleased to submit this proposal to furnish all labor, materials and equipment to remove and dispose of transite siding, window glazing, sheetrock, and linoleum as well as demolish house to the ground for the total sum of **\$10,450.00 (Ten thousand four hundred fifty and NO dollars)**. We are assuming all suspect materials to be ACM. County will provide a dump truck to haul off concrete debris. All wood will be recycled or disposed of by us.

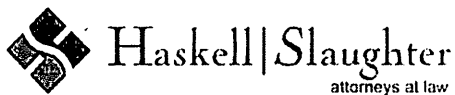
This price includes all asbestos waste and debris disposal and OSHA air monitoring. All work will be completed according to OSHA and EPA guidelines. This price is good for 30 days. Our payment terms are 30 days from receipt of invoice which will be processed after completion of work. Thank you for allowing Tri-State Abatement, Incorporated to serve you on this project. If you need any additional information, please do not hesitate to contact me @ (205) 454-7882

Sincerely,
Sean Johnson
Sean Johnson

By signing this letter and faxing to (205) 331-5507 or presenting it to a Tri-State supervisor, I am accepting as authorized Company Representative to have the work done as described above.

Signature of Company Representative

Date



Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334.265.8573 | f. 334.264.7945

TT6

MEMORANDUM

January 31, 2017

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Contractual Agreement with Tri-State Abatement, Inc.

I have reviewed your memorandum of January 31, 2017, and the contractual agreement with Tri-State Abatement, Inc., regarding asbestos abatement and demolition of a house located at Snowdown Park, 8440 US Highway 331, Montgomery, Alabama, which the County Commission owns. The County plans to demolish the home and to place a parking lot on this property which will serve the Snowdown Park.

It is my opinion that this agreement is acceptable. The agreement will be binding on all parties if executed.

I am also of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the agreement should not be executed if it is the desire of the Montgomery County Commission.

50051-317



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

FEB - 6 2017

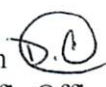
KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

January 12, 2017

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT: Homeland Security Grant
SPER Grant - \$81,927.14

2017 JAN 12 PM 4:23
MONTGOMERY COUNTY
SHERIFF'S OFFICE

I am requesting that the County Commission approve the above-mentioned Cooperative Grant Agreement at the February 6th Commission meeting. After the grant is approved, please have Chairman Dean sign the agreements. Please return both of the original signed copies to Regina Walker, Grant Manager.

If you have any questions, please do not hesitate to contact me, 832-1660 or 313-7216.

DC/rw

encls.

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH McDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

17-1

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

1. Administrator 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: \$81,927.14 Total: \$81,927.14	5. Effective Dates Begin: 1/1/2017 End: 7/31/2018	6. Award Number: 5PER

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Administrator, 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 Administrator and the Equipment 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 Administrator 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 Administrator and Equipment Recipient must comply with Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations. The Administrator 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 Administrator and Equipment 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 Administrator has not expended the amount of federal funds that would require a compliance audit. The Administrator agrees to accept these requirements.

4. Non-Supplanting Agreement: The Administrator and the Equipment 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 Administrator may resume charging for the grant position.

5. Project Implementation: The Administrator and the Equipment 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.

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

8. **Bidding Requirements:** The Administrator and Equipment Recipient must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (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 Administrator 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 thirty (30) 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 Administrator'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 Administrator must be such that the Administrator can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
 - a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;
 - b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c. The accounting system should provide accurate and current financial reporting information;
 - d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

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

14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Administrator and the Equipment Recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Administrator and the Equipment 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 Administrator or the Equipment Recipient.

b. The federal procedures for managing equipment will be the responsibility of the Administrator. 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 Administrator agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

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

e. Equipment Marking: The Administrator and the Equipment 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 Administrator or the Equipment 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.
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.

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

17. Americans with Disabilities Act of 1990 (ADA): The Administrator and the Equipment 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: Administrators 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 Administrator and the Equipment 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 Administrator 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 Administrator 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 Administrator.
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 Administrator and the Equipment 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.
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.

Initial Here D.C.
175

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

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 an Administrator 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 FY14 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY14 Homeland Security Grant Program funding.

a. The Administrator of FY14 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 Administrator 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.

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

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Administrator will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Administrator 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 Administrator 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 \$5,000.00 or more, a new signature sheet by stakeholders is required to be submitted with the BDW revision. 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 Administrator 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 Administrators 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 Administrator'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.

**COOPERATIVE AGREEMENT
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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: Administrators must read and comply with the funding restrictions provided in FY14 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 Administrator. 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 Administrator must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Administrators 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.

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.

CERTIFICATION BY THE ADMINISTRATOR

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 Administrator 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 Administrator; and that the receipt of these funds will not supplant state or local funds.

Name: Derrick Cunningham
Title: Sheriff
Agency Address: 115 South Perry St. Mowbray, AL 36104
Phone Number: (334) 832-1646
Fax Number: (334) 832-7113
Mobile Number: (334) 850-1329
E-Mail Address: DerrickCunningham@mc-ala.org
Signature: [Signature] Date: 1-12-17

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 Administrator; and, that the receipt of these funds will not supplant state or local funds.

Name: _____
Title: _____
Agency Address: _____
Phone Number: _____
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: Stan Stabler
Title: Secretary, Alabama Law Enforcement Agency
Signature: [Signature] Date: 12/16/16

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17-10

**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 (SCEMD) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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:

Title:

Signature:

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1713



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

FEB - 6 2017

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

January 12, 2017

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Sheriff Derrick Cunningham *(D.C.)*
Montgomery County Sheriff's Office

SUBJECT: Homeland Security Grant
6LEL Grant - \$6,932.86

2017 JAN 12 PM 4:23
MONTGOMERY COUNTY SHERIFF'S OFFICE

I am requesting that the County Commission approve the above-mentioned Cooperative Grant Agreement at the February 6th Commission meeting. After the grant is approved, please have Chairman Dean sign the agreements. Please return both of the original signed copies to Regina Walker, Grant Manager. .

If you have any questions, please do not hesitate to contact me, 832-1660 or 313-7216.

DC/rw

encls.

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7115

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH McDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

18-1

**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 2016	4. Amount of: Federal: \$6,932.86 Total: \$6,932.86	5. Effective Dates Begin: 1/1/2017 End: 7/31/2018	6. Award Number: 6LEL

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 2016 is herein referred to as the Agreement Fiscal Year.

1. **Applicable Federal Regulations and Guidance:** The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Sub-Grantee and Equipment Recipient must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. The Sub-Grantee and Equipment Recipient or Sub-Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Sub-Grantee and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

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

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

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

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

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

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

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

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

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

14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Sub-Grantee and the Equipment Recipient or Sub-Recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Sub-Grantee and the Equipment Recipient or Sub-Recipient will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Sub-Grantee or the Equipment Recipient or Sub-Recipient.

b. The federal procedures for managing equipment will be the responsibility of the Sub-Grantee. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

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

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

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

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

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

16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.
17. Americans with Disabilities Act of 1990 (ADA): The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-Grantees and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the cooperative agreement, the Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.
23. Publications: The Sub-Grantee agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.
26. Compliance Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

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

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.
- a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
- b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
- c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with ALEA. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA, ALEA) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the award (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (ALEA). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for the space. Please note that the award can only be charged for the portion of rental costs in accordance with the above requirements. The award cannot be used for mortgage payments, as this is unallowable.
28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.
- b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.
- c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.
- d. Failure to submit reports on a semi-annual basis and as otherwise required.
- e. Filing a false certification, other report or document.
- f. Other good cause shown.
29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY16 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY16 Homeland Security Grant Program funding.
- a. The Sub-Grantee of FY16 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.
- b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.

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

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient or Sub-Recipient agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the US DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total \$1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.
- b. In regard to Law Enforcement, the Sub-Grantee agrees to spend the appropriate percentage of this award in compliance with US DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.
32. Metropolitan Medical Response System (MMRS):
- a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS Sub-Grantees are to:
- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
 - Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework.
 - Promote sub-State regional coordination of mutual aid with neighboring localities.
 - Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events.
 - Validate the Sub-Grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
 - Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
 - Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard.
 - Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible.
 - Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained.
 - Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments.

COOPERATIVE AGREEMENT STATE HOMELAND SECURITY GRANT PROGRAM TERMS AND CONDITIONS

- b. Budget detail worksheets will document program expenses as prescribed in other sections of the Homeland Security Grant Program guidance. Budget detail worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.
33. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.
34. Overtime and Backfill: Sub-Grantees must read and comply with the funding restrictions provided in FY16 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.
- a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Sub-Grantee. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package.
35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Sub-Grantee must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Sub-Grantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding. MMRS funds may not be used for any type of construction.
36. Reporting Requirement: The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifth teen (15) days after the end of each quarter. The Sub-Grantee agrees to submit a Final Report thirty days (30) after the grant end date.

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.

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 South Perry St Montg. 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: 1-12-17

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:			
Title:			
Agency Address:			
Phone Number:			
Signature:			Date:

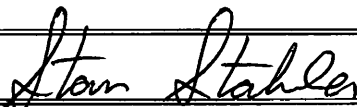
NOTE: THE HS POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. ANY STAFF FUNDED UNDER THIS AWARD MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.

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:	Stan Stabler		
Title:	Secretary, Alabama Law Enforcement Agency		
Signature:			Date: 12/16/16

Initial Here DC

**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.

**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.

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:

Title:

Signature:

Budget #: 1

County: Montgomery

Agency: Montgomery Police Department

Grant: 5PER/6LEL

Date: December 19, 2016

HS POC:

Signature

Category must be one of the following: Personal Protective Equipment (PPE), CBRNE Search and Rescue (SAR), Information Technology (IT), Cyber Security (SC), Interoperable Communications (Int. Op), Physical Security (PS), Terrorism Prevention (TP), Power Equipment (PE) CBRNE Logistical Support (LS), Medical Supplies and Pharmaceuticals (MED), CBRNE Response Vehicles (VEH), CBRNE Reference Materials (REF), CBRNE Detection (DET), Decon (DECON), Explosive Device Mitigation & Remediation (EDM), Agricultural Terrorism PR & M (AG), CBRNE Response Watercraft (Water), CBRNE Aviation (Air), Intervention Equipment (IE), Other Authorized Equipment (OAE), Inspection & Screening Systems (I&S)

Discipline Abbreviations: LE-Law Enforcement, EMS-Emergency Medical Services, EMA-Emergency Management, FS-Fire Services, HZ-HAZMAT, PW-Public Works, PH-Public Health, GA-Governmental Administrative, PSC-Public Safety Communications, HC-Health Care

[illegible]

* Any changes to the budget requires submission of a new budget worksheet outlining the requested changes. The new budget must be attached to Project Revision form. Any changes to the budget and project requires formal approval from ALEA.

ELTON N. DEAN, SR.
CHAIRMAN

RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ANDREW D. HALL
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

Tax & Audit Department
P.O. Box 4779
Montgomery, Alabama 36103-4779

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mc-ala.org

AGENDA

FEB - 6 2017

MEMORANDUM

DATE: January 31, 2017

TO: Sherrill Thomas, Finance Director

FROM: Terri Henderson, Revenue Manager *Terri Henderson* *SD*
01/31/2017 *2/1/17*

RE: Renewal of External Collection Services Agreement

Please note the term of our current External Collection Services Agreement between the Montgomery County Commission and Don H. Payne is set to expire on February 13, 2017. The proposed renewal Agreement that has been submitted to our office today via email from Attorney Constance Walker with Haskell Slaughter Young & Gallion, LLC is attached for your review. Please note that the proposed Agreement is for a new eighteen (18) month term commencing on February 14, 2017. A copy of the current Agreement that expires on February 13, 2017 is also attached.

I would respectfully request that this proposed renewal Agreement be included on the agenda for the Montgomery County Commission meeting on February 6, 2017, or as soon as possible thereafter, for further discussion and consideration. Thank you in advance for your consideration and assistance with this matter.

tah/attachments

AGREEMENT

THIS NEW AGREEMENT made this 14th day of February 2017 between The MONTGOMERY COUNTY COMMISSION ("COUNTY") AND DON H. PAYNE (MR. PAYNE or the EXTERNAL COLLECTOR).

WITNESSETH:

WHEREAS, The COUNTY is in need of an agent capable of performing certain tax compliance and enforcement services, specifically collection services for delinquent tax accounts; and

WHEREAS, The COUNTY and the EXTERNAL COLLECTOR desire to enter into this AGREEMENT under which EXTERNAL COLLECTOR shall provide such tax collection services for delinquent accounts for the COUNTY;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants of the parties hereinafter set forth, The COUNTY and the EXTERNAL COLLECTOR hereby agree as follows.

1. Services/Scope.

During the term of this AGREEMENT, THE EXTERNAL COLLECTOR agrees to perform the following tax collection services for the COUNTY:

THE EXTERNAL COLLECTOR will provide tax collection services for a designated portion of businesses within Montgomery County's universe of non-property taxpayers as assigned or approved by Montgomery County. Taxes included in that universe include Sales, Use, Lodgings, Gasoline, and Fuel taxes. Collection services will be performed on those taxpayer accounts identified and assigned to the EXTERNAL COLLECTOR. Montgomery County will provide letters of authorization and introduction of the EXTERNAL COLLECTOR as a representative of the COUNTY. Collection of delinquent taxes shall only be initiated with the assignment of delinquent accounts from Montgomery County. The EXTERNAL COLLECTOR agrees and understands that he shall have no authority to determine the amount of any tax, interest, court cost, or penalty owed to Montgomery County.

All taxpayer information is confidential and may not be used outside the scope and performance of this AGREEMENT. Applicable tax documents or information may be shared with other tax jurisdictions with an Information Sharing Agreement with the COUNTY.

Conditions of Work.

It is understood that the EXTERNAL COLLECTOR may employ an appropriate range of means, methods, and conditions of work so long as such remain consistent with established and acceptable business practices for professional third party collecting firms under applicable law.

2. Fee for Services.

(a) As a fee for services to be rendered hereunder, the COUNTY shall pay \$25 per hour for the services of collection of delinquent taxes.

(b) It is understood that the EXTERNAL COLLECTOR shall pay all local travel and other expenses incurred in the performance of these collection services. If any overnight travel outside the State is required, the EXTERNAL COLLECTOR may request payment for applicable travel costs. All revenue generated by collection activities shall be received in the form of a check made payable to the *Montgomery County Commission* and shall be forwarded, along with applicable paperwork, as soon as possible. The EXTERNAL COLLECTOR shall submit invoices with applicable supporting documents to Montgomery County. Payment shall be due within thirty (30) days of receipt of such invoice.

3. Term. The term of this AGREEMENT shall commence on the date hereof and shall continue in effect for eighteen (18) months or until canceled by either party upon ninety (90) days prior written notice of cancellation. This AGREEMENT shall terminate automatically if the EXTERNAL COLLECTOR loses or foregoes any license or bond that is required under applicable law.

4. Assignment. The EXTERNAL COLLECTOR may not assign the rights or obligations under this AGREEMENT without the prior written consent of the COUNTY. Further, use of any other collector or individual other than MR. PAYNE must have prior approval from Montgomery County.

5. Governing Law. This AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

6. Initial Dispute Resolution

If a dispute arises out of or relates to the AGREEMENT between the EXTERNAL COLLECTOR and the County, or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution.

7. Final Dispute Resolution. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the parties to the AGREEMENT.

8. Entire Agreement. This AGREEMENT contains the entire understanding of the parties and supersedes all previous verbal and written agreements and may only be modified, altered, or amended in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day and year first set forth above.

MONTGOMERY COUNTY COMMISSION

DON H. PAYNE

By: _____

Elton N. Dean, Sr.

Title: Chairman

Date: _____

By: _____

Don H. Payne

Date: _____

AGENDA

FEB -6 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MS*

DATE: February 1, 2017

RE: Invitation to Bid No. 52110-17B-008
Sheriff's Office Uniforms

Request that rules be waived and approve of award on the above referenced Invitation to Bid, to: Galls, LLC for item numbers 1-21, 23-27, 30, 57 and 58 in the amount of \$74,830.70, based on unit pricing; Gulf States Distributors for item numbers 28 and 29, in the amount of \$1,942.50, based on unit pricing; MAC Uniforms for item numbers 22, 37-58 in the amount of \$54,805.00, based on unit pricing, be placed on the agenda for the County Commission February 6, 2017.

This contract will be for one (1) year, with the option to renew for two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

February 1, 2017

MEMORANDUM

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

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Sheriff's Office Uniform Bid
Bid #: 52110-17B-008

I am hereby requesting that the County Commission waive the rules for the Sheriff's Office Uniform Bid as the current contract expires on Monday, February 6th, same day as the next County Commission meeting. Please waive rules so that the new uniform contract will be in effect on Tuesday, February 7th.

If you need anything further, please do not hesitate to contact me.

DC/crv

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990 *20-2*

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 56 BIDS MAILED				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 52110-17B-008				Galls, LLC.		Gulf States Distributors		MAC Uniforms		Goalex		ICS	
ISSUED: January 10, 2017				1340 Russell Cave Rd.		P.O. Box 241387		2208 3rd Ave. North		Nateco		Lawmen's Shooters' Supply	
OPENED: January 31, 2017				Lexington, KY 40505		Montgomery, AL 36117		Birmingham, AL 35203		G & C Supply CO., Inc.		Uniform Sales of America	
SHERIFF'S OFFICE				Attn: Michael Andres Jr.		Attn: Theresa Floyd		Attn: Brian Stignani		Siegel's Uniform		NO BID	
TERMS OF PAYMENT / DISCOUNT:				(800) 876-4242		(334) 271-2010		(205) 324-6011		NO BID		NO BID	
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	10-30 Bus. Days		3-6 Weeks ARO		7 BUS. Days ARO					
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	BLAUER SUPERSHIRT L/S-MEN	EA	50	\$50.33	\$2,516.50								
1	BLAUER SUPERSHIRT L/S-MEN 4X	EA	1	\$65.44	\$65.44								
1	BLAUER SUPERSHIRT 4X XLN	EA	1	\$70.47	\$70.47								
1	BLAUER SUPER SHIRT 5X LNG. XLN	EA	1	\$88.09	\$88.09								
2	BLAUER SUPERSHIRT S/S MEN	EA	50	\$46.33	\$2,316.50								
2	BLAUER SUPERSHIRT S/S MEN 4X	EA	1	\$60.22	\$60.22								
3	BLAUER CLASSACT PANTS- MEN	EA	50	\$39.67	\$1,983.50								
3	BLAUER CLASSACT PANTS- MEN 52-54	EA	1	\$47.60	\$47.60								
3	BLAUER CLASSACT PANT 56-60	EA	1	\$60.22	\$60.22								
4	BLAUER SUPERSHIRT L/S WOMEN	EA	50	\$46.33	\$2,316.50								
4	BLAUER SUPERSHIRT L/S WOMEN 50-52	EA	1	\$55.61	\$55.61								
5	BLAUER SUPERSHIRT S/S WOMEN	EA	50	\$50.33	\$2,516.50								
5	BLAUER SUPERSHIRT S/S WOMEN 50-52	EA	1	\$60.39	\$60.39								
6	BLAUER CLASSACT PANTS-WOMEN	EA	50	\$39.67	\$1,983.50								
6	BLAUER CLASSACT PANTS-WOMEN 28-30	EA	1	\$47.60	\$47.60								
7	BLAUER PATROL SHELL	EA	50	\$145.33	\$7,266.50								
7	BLAUER PATROL SHELL 4X LNG	EA	1	\$212.73	\$212.73								
7	BLAUER PATROL SHELL 5X LNG	EA	1	\$286.36	\$286.36								
7	BLAUER PATROL SHELL 2X-5X SHT	EA	1	\$255.33	\$255.33								
8	BLAUER SOFTSHELL FLEECE JACKET	EA	50	\$110.00	\$5,500.00								
8	BLAUER SOFTSHELL FLEECE JACKET 4X	EA	1	\$142.88	\$142.88								
9	BLAUER BDU TACTICAL SHIRT L/S - MEN	EA	50	\$58.67	\$2,933.50								
9	BLAUER BDU TACTICAL SHIRT L/S - MEN 4X LNG.4X XLN	EA	1	\$82.14	\$82.14								
10	BLAUER BDU TACTICAL SHIRT S/S- MEN	EA	50	\$52.67	\$2,633.50								
11	BLAUER BDU TACTICAL SHIRT S/S- WOMEN	EA	50	\$52.67	\$2,633.50								
12	BLAUER BDU TACTICAL SHIRT L/S- WOMEN	EA	50	\$58.67	\$2,933.50								
12	BLAUER BDU TACTICAL SHIRT L/S- WOMEN 5X	EA	1	\$88.00	\$88.00								
13	BLAUER BDU TACTICAL PANTS- MEN	EA	50	\$58.00	\$2,900.00								
13	BLAUER BDU TACTICAL PANTS- MEN 52-56	EA	1	\$69.61	\$69.61								
13	BLAUER BDU TACTICAL PANTS- MEN 56-60	EA	1	\$75.39	\$75.39								
13	BLAUER BDU TACTICAL PANTS- MEN 60+	EA	1	\$87.00	\$87.00								
14	BLAUER BDU TACTICAL PANTS- WOMEN	EA	50	\$58.00	\$2,900.00								
14	BLAUER BDU TACTICAL PANTS- WOMEN 28-30	EA	1	\$69.61	\$69.61								
15	5.11 TACTICAL SHIRT S/S-MEN	EA	50	\$35.00	\$1,750.00	\$39.90	\$1,995.00						

Notes: Galls, LLC has additional charges for oversized clothing not included in bid price

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**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:													
BID NO. 52110-17B-008													
ISSUED: January 10, 2017													
OPENED: January 31, 2017													
SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
15	5.11 TACTICAL SHIRT S/S-MEN	EA	50	\$35.00	\$1,750.00								
15	5.11 TACTICAL SHIRT S/S-MEN, 5X RE & LNG	EA	1	\$40.44	\$40.44								
16	5.11 TACTICAL SHIRT L/S-MEN	EA	50	\$38.16	\$1,908.00	\$44.00	\$2,200.00						
17	5.11 TACTICAL SHIRT S/S WOMEN	EA	50	\$34.99	\$1,749.50	\$39.90	\$1,995.00						
18	5.11 TACTICAL SHIRT S/S WOMEN	EA	50	\$34.99	\$1,749.50	\$44.00	\$2,200.00						
18	5.11 TACTICAL SHIRT L/S WOMEN	EA	50	\$34.99	\$1,749.50								
19	5.11 TACTICAL PANTS- MEN	EA	50	\$36.05	\$1,802.50	\$41.50	\$2,075.00						
19	5.11 TACTICAL PANTS- MEN 28-44	EA	1	\$37.07	\$37.07								
19	5.11 TACTICAL PANTS- MEN 46-54	EA	1	\$42.41	\$42.41								
19	5.11 TACTICAL PANTS- MEN 54	EA	1	\$43.81	\$43.81								
20	5.11 TACTICAL PANTS-WOMEN	EA	50	\$32.60	\$1,630.00	\$41.50	\$2,075.00						
21	WINDBREAKER	EA	50	\$26.00	\$1,300.00	\$32.90	\$1,645.00	\$34.50	\$1,725.00				
21	WINDBREAKER 2X-3X	EA	1	\$27.00	\$27.00								
21	WINDBREAKER 4X-5X	EA	1	\$29.00	\$29.00								
21	WINDBREAKER 6X	EA	1	\$30.00	\$30.00								
22	T-SHIRTS	EA	50	\$25.00	\$1,250.00	\$10.90	\$545.00	\$4.95	\$247.50				
23	BLAUER ARMORSKIN BASE SHIRT S/S MEN	EA	50	\$37.00	\$1,850.00								
23	BLAUER ARMORSKIN BASE SHIRT S/S MEN 4X	EA	1	\$48.11	\$48.11								
23	BLAUER ARMORSKIN BASE SHIRT S/S MEN 5X	EA	1	\$64.76	\$64.76								
24	BLAUER ARMORSKIN BASE SHIRT L/S MEN	EA	50	\$40.00	\$2,000.00								
24	BLAUER ARMORSKIN BASE SHIRT L/S MEN 4X	EA	1	\$51.85	\$51.85								
24	BLAUER ARMORSKIN BASE SHIRT L/S MEN 5X	EA	1	\$70.00	\$70.00								
25	BLAUER ARMORSKIN BASE SHIRT L/S WOMEN	EA	50	\$40.00	\$2,000.00								
26	BLAUER ARMORSKIN BASE SHIRT S/S WOMEN	EA	50	\$37.00	\$1,850.00								
27	BLAUER FLEECE LINED V-NECK SWEATER	EA	50	\$89.33	\$4,466.50								
27	BLAUER FLEECE LINED V-NECK SWEATER 4X	EA	1	\$116.14	\$116.14								
28	DICKIE PANTS- MEN	EA	50	\$25.00	\$1,250.00	\$18.95	\$947.50	\$22.55	\$1,127.50				
28	DICKIE PANTS- MEN 52-70	EA	1	\$27.50	\$27.50								
29	DICKIE PANTS- WOMEN	EA	50	\$25.00	\$1,250.00	\$19.90	\$995.00	\$23.65	\$1,182.50				
29	DICKIE PANTS- WOMEN 18 REG, 20-24 REG	EA	1	\$25.50	\$25.50								
29	DICKIE PANTS- WOMEN 18 SHT, 20-24 OB, 20-24 SHT	EA	1	\$27.25	\$27.25								
30	BLAUER TURTLE NECK DICKIE	EA	50	\$11.33	\$566.50								

Notes:

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**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 52110-17B-008					Galls, LLC.		Gulf States Distributors		MAC Uniforms		Goaltex		ICS	
ISSUED: January 10, 2017					1340 Russell Cave Rd.		P.O. Box 241387		2208 3rd Ave. North		Nafeco		Lawmen's Shooters' Supply	
OPENED: January 25, 2017					Lexington, KY 40505		Montgomery, AL 36117		Birmingham, AL 35203		G & C Supply CO., Inc.		Uniform Sales of America	
SHERIFF'S OFFICE					Attn: Michael Andrews Jr.		Attn: Theresa Floyd		Attn: Brian Stignani		Siegel's Uniform		NO BID	
TERMS OF PAYMENT / DISCOUNT:					(800) 876-4242		(334) 271-2010		(205) 324-6011		NO BID		NO BID	
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY		UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
31	FLYING CROSS CLASS A SHIRT - L/S - MEN	EA	50											
32	FLYING CROSS CLASS A SHIRT - S/S - MEN	EA	50											
33	FLYING CROSS CLASS A PANTS - MEN	EA	50											
34	FLYING CROSS CLASS A SHIRT L/S- WOMEN	EA	50											
35	FLYING CROSS CLASS A SHIRT S/S - WOMEN	EA	50											
36	FLYING CROSS CLASS A PANTS- WOMEN	EA	50											
37	ELBECO TEXTROP2 SHIRT W/ ZIPPER L/S- MEN	EA	50											
38	ELBECO TEXTROP2 SHIRT W/ ZIPPER S/S- MEN	EA	50											
39	ELBECO TEXTROP2 PANTS- MEN	EA	50											
40	ELBECO TEXTROP2 SHIRT W/ZIPPER L/S - WOMEN	EA	50											
41	ELBECO TEXTROP2 SHIRT W/ZIPPER S/S - WOMEN	EA	50											
42	ELBECO TEXTROP2 PANTS-WOMEN	EA	50											
43	ELBECO SHIELD PERFORMANCE SOFT SHELL	EA	50											
44	ELBECO DUTY MAXX TACTICAL SHIRT L/S- MEN	EA	50											
45	ELBECO DUTY MAXX TACTICAL SHIRT S/S- MEN	EA	50											
46	ELBECO DUTY MAXX CARGO PANTS- MEN	EA	50											
47	ELBECO DUTY MAXX TACTICAL SHIRT L/S- WOMEN	EA	50											
48	ELBECO DUTY MAXX TACTICAL SHIRT S/S- WOMEN	EA	50											
49	ELBECO DUTY MAXX CARGO PANTS- WOMEN	EA	50											
50	ELBECO UFX TACTICAL POLO L/S- MEN	EA	50											
51	ELBECO UFX TACTICAL POLO S/S- MEN	EA	50											
52	ELBECO BODYSHEILD EXTERNAL VEST CARRIER	EA	50											
53	HORACE SMALL SENTRY SHIRT W/ ZIPPER L/S- MEN	EA	50											
54	HORACE SMALL SENTRY SHIRT W/ ZIPPER S/S- MEN	EA	50											
55	HORACE SMALL SENTRY SHIRT W/ ZIPPER L/S-WOMEN	EA	50											

Notes:

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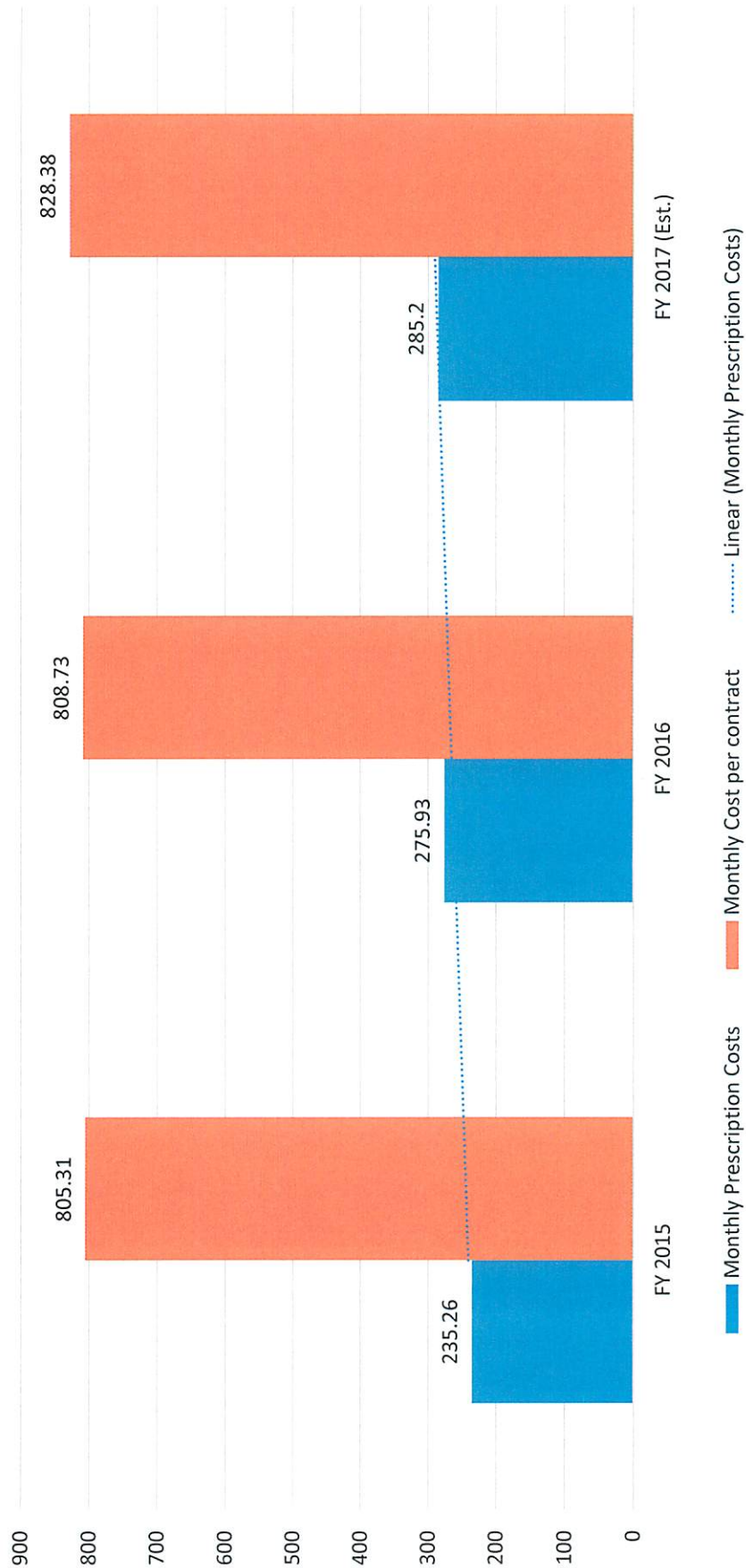
Purchasing Department

ABSTRACT FOR BIDS:													
BID NO. 52110-17B-008				Galls, LLC 1340 Russell Cave Rd. Lexington, KY 40505 Attn: Michael Andrews Jr. (800) 876-4242									
ISSUED: January 10, 2017													
OPENED: January 31, 2017													
SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
56	HORACE SMALL SENTRY SHIRT W/ZIPPER S/S- WOMEN	EA	50										
57	OPTIONAL EMBROIDERY OF BADGE	EA	50	\$10.00	\$500.00	\$10.00	\$500.00	\$6.00	\$300.00				
58	OPTIONAL EMBROIDERY OF NAME	EA	50	\$7.00	\$350.00	\$7.00	\$350.00	\$3.00	\$150.00				

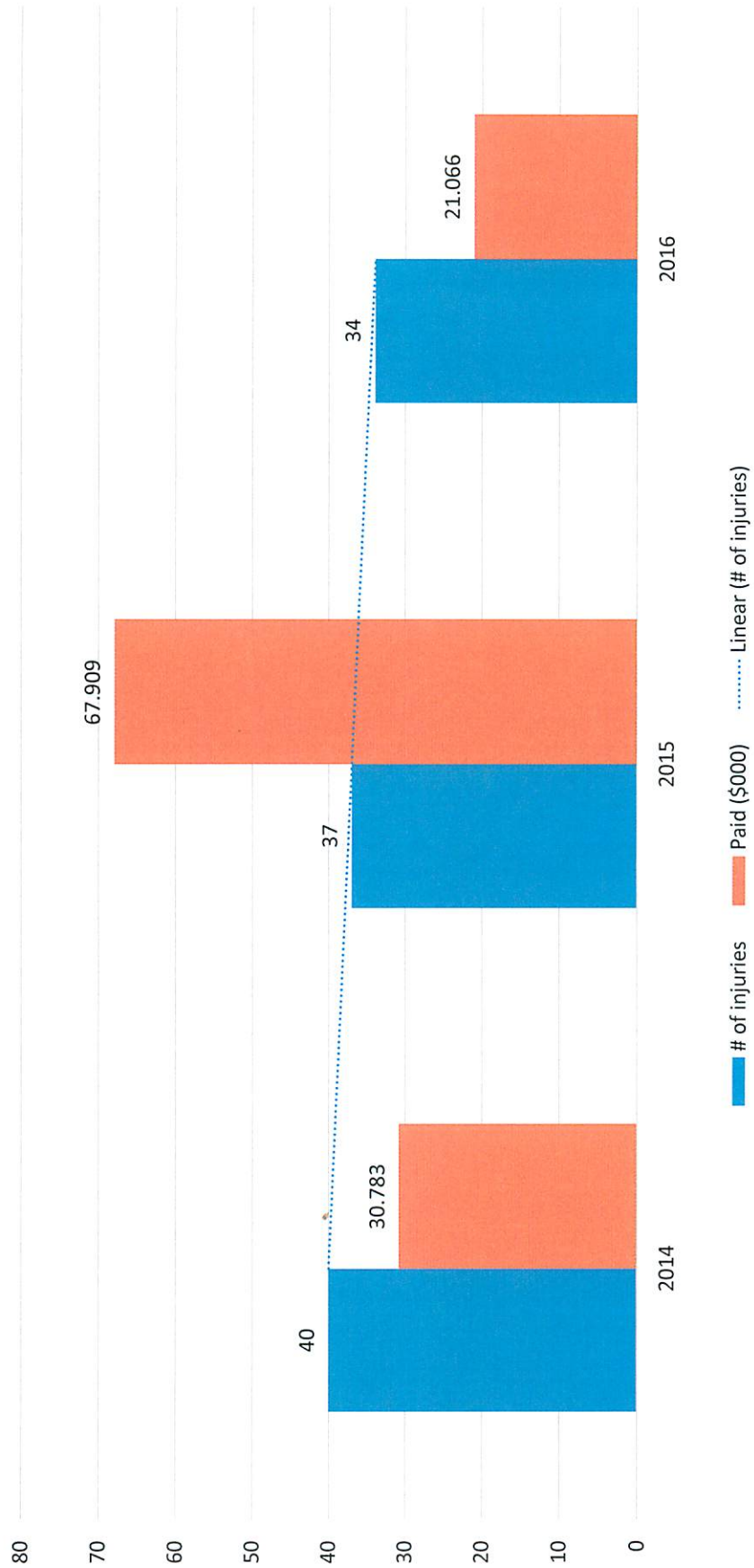
Notes:

20-6

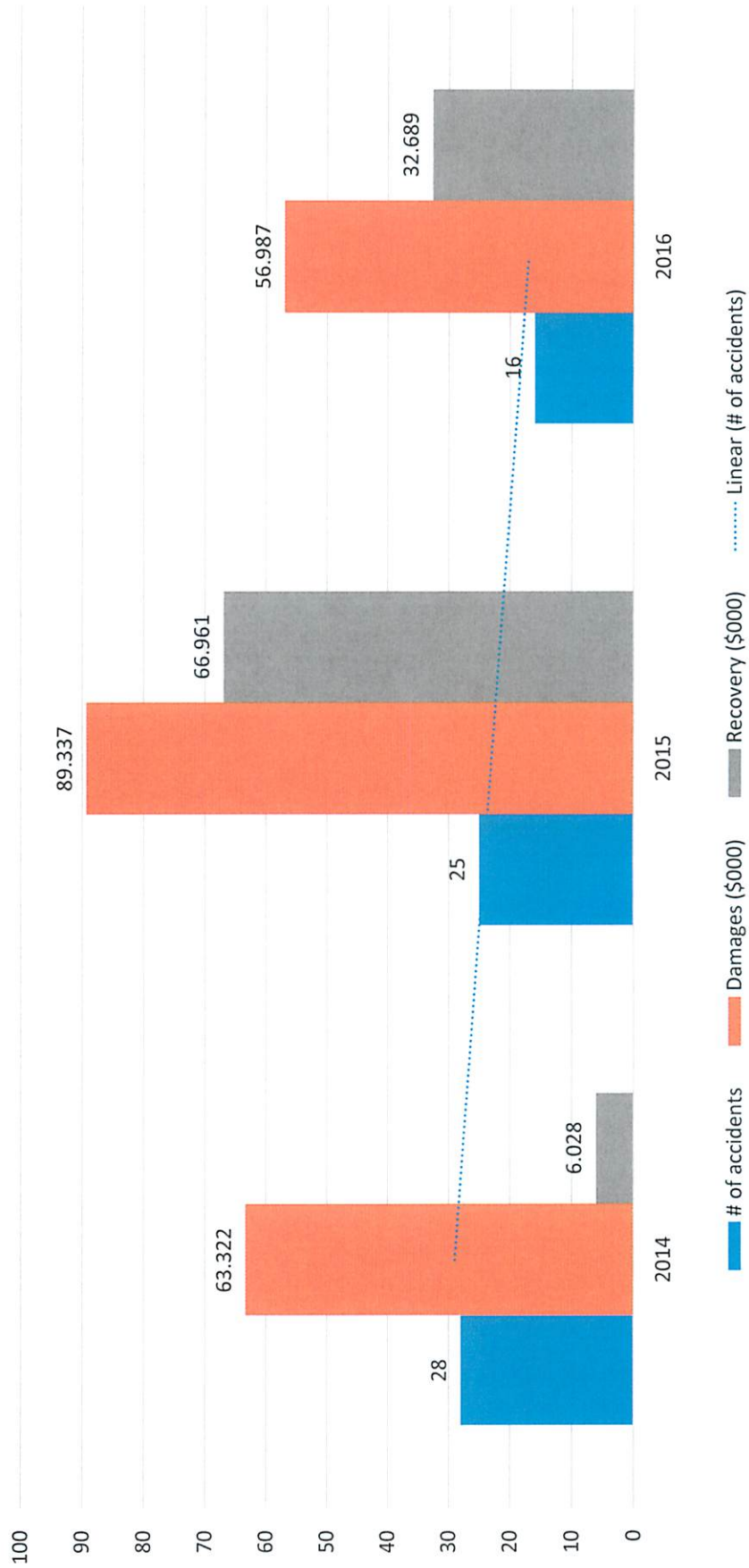
Montgomery County Commission Average Monthly Healthcare Claim Cost



Montgomery County Commission – Workers Compensation Injuries



Montgomery County Commission – Motor Vehicle Accidents



Tammy Nix

From: Donald Mims
Sent: Monday, January 30, 2017 9:46 PM
To: Tammy Nix
Subject: Fwd: Handouts for Risk Mgt. Discussion
Attachments: Montgomery County Commission – Monthly Healthcare Claim Cost - FY15-FY17.pptx; ATT00001.htm; Montgomery County Commission – Workers Comp Injuries - 2014-16.pptx; ATT00002.htm; Montgomery County Commission – Motor Vehicle Accidents - 2014-16.pptx; ATT00003.htm

Thur Memo Info

Sent from my iPhone

Begin forwarded message:

From: Scott Kramer <ScottKramer@mc-ala.org>
Date: January 30, 2017 at 5:04:59 PM CST
To: Donald Mims <DonaldMims@mc-ala.org>
Cc: Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>, Tammy Nix <TammyNix@mc-ala.org>
Subject: Handouts for Risk Mgt. Discussion

I have attached the handouts for my discussion with the Commission at the next meeting. Let me know if you would like to discuss.

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

PRELIMINARY UNFUNDED CONSTRUCTION, REPAIR AND MAINTENANCE ANALYSIS

IMMEDIATE/CRITICAL

VEHICLE MAINTENANCE SHOP (including voting machine storage and County property storage)

Commission approved preliminary budget (not including A/E fees)	\$1.3 mil
Scott Street Deck (page 8) Roof repair-in progress	\$34,250
Jail 2 (Page 7) Replacement of all showers	\$1 mil
Jail 1 (Page 7) Interior Paint	\$400,000
Annex II (page 3) Retaining wall, weatherization, windows, interiors	\$1.5 mil
Herron Street (page 17) Retaining wall, roof, siding, paint, carpet	\$187,520
CareHere (page 10) Weatherization, OSHA required sinks, interior insulation for soundproofing, paint, carpet	\$80,000
ADA bathroom(s) – to be determined	
350 Adams Avenue (page 11) Roof, interiors and exterior paint and caulking, flooring, bathroom fixtures, ADA bath, HVAC repair	minimum \$130,000
Annex III (page 4) Parking deck separation, exterior weatherization, parking deck water membrane	\$600,000
Flatwood (page 16) Mortar repair, exterior and interior paint	\$15,000
Greil (page 9) Exterior weatherization, interior paint repair	\$150,000
TOTAL	\$5,316,790

NEGLECTED REPAIR AND MAINTENANCE

Courthouse (page 6) Carpet, paint, law library renovation to provide witness and conference rooms to separate parties and witnesses, etc.	\$1.0 mil
Community Corrections (page 12) Carpet, exterior caulking	\$24,000
Probate/Revenue West (page 14) Parking lot repair	\$7,500
Carnegie (page 2) Plaster repair and paint, bathroom renovation	\$195,000
Annex IV (page 5) Carpet, paint and caulk	\$75,000
District 2 Engineering (page 15) Koolseal Roof	\$5,000
TOTAL	\$1,306,500

OTHER

Annex I (page 1) Complete building renovation and provide critical IT infrastructure	\$3,696,580
Carnegie (page 2) Complete interior and exterior repair	\$1.1 mil
TOTAL	\$4,796,580

GRAND TOTAL **\$11,419,870**

FUTURE

Courthouse (page 6) Complete renovation and addition	\$30 mil
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ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Tuesday, February 21, 2017, at 8:00 in the morning.



Administrator



Chairman