

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JULY 10, 2017

INFORMATION SESSION

Chairman Dean called the meeting to order at 4:15 p.m. The meeting was held at Frazer United Methodist Church, 6000 Atlanta Highway, Montgomery, Alabama.

The meeting was opened with prayer led by Commissioner Singleton. 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.

DISCUSSION BY THE COMMISSION

Chairman Dean requested a \$2,000 miscellaneous appropriation from his account for the Southern Dixie Youth Baseball League, travel costs to the State Championship.

Chairman Dean requested a \$2,000 miscellaneous appropriation from his account for the Bellingrath-Southlawn Dixie Youth Baseball League, for travel costs to the State Championship.

Commissioner Harris requested a \$3,000 miscellaneous appropriation from his account to Alabama State University, Department of Athletics, for volleyball program, Attn: Coach Penny Lucas-White.

Vice Chairman Walker requested a \$1,000 miscellaneous appropriation from her account to The Montgomery Panthers Youth Football and Cheer Organization for uniforms.

Commissioner Singleton requested a \$1,000 miscellaneous appropriation from his account to The Montgomery American League, Inc., for travel costs to the State Championship.

Commissioner Singleton requested a \$1,000 miscellaneous appropriation from his account to Montgomery Gray Dixie Softball, for Travel Costs to the State Championship.

Commissioner Singleton requested a \$500 miscellaneous appropriation from his account to City of Montgomery, to be used by BONDS to Support the Jones Road Neighborhood Association, with Funding to Promote the Community's "National Night Out".

The Commission agreed to add these items to the miscellaneous appropriations.

PRESENTATION BY COMMUNITY DEVELOPMENT MANAGER LESLIE YORK WITH
CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

Community Development Manager Leslie York with Central Alabama Regional Planning and Development Commission (CARPDC) updated the Commission regarding the 2017 CDBG deadline. The Commission agreed for CARPDC to pursue the grant.

Ms. York briefed the Commission regarding a Subgrant Agreement concerning the 2017 Low Income Weatherization Assistance Program, Grant Number LIWAP-028-17. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Ms. York also distributed a study of County Park Demographic Profiles prepared by CARPDC. (Copy of Study, Agenda Pages 18-1 through 18-13, is attached to these minutes.)

PRESENTATION BY DISTRICT ATTORNEY DARYL BAILEY

District Attorney Daryl Bailey briefed the Commission regarding the Reward Program to take guns from juveniles and the GRAVE Program (Getting Real About Violence and its Effects).

PRESENTATION BY DIRECTOR OF RISK MANAGEMENT SCOTT KRAMER

Director of Risk Management Scott Kramer briefed the Commission regarding a Scope of Work Downtown Environmental Alliance (DEA) Authorization 3 from CH2M HILL Engineers, Inc., regarding Final Environmental Investigation Report and Draft Risk Assessment/Alternatives Analysis Report for the Montgomery Downtown Environmental Assessment Project (DEAP) and related invoice. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Kramer presented an email from Blue Cross/Blue Shield of Alabama regarding their response to the Liability Exposure concerning the Teladoc program. Mr. Kramer recommended adding the Teladoc program to the HMP Plan effective October 1, 2017. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY REVENUE COMMISSIONER JANET BUSKEY

Revenue Commissioner Janet Buskey briefed the Commission regarding the Insolvents, Errors and Taxes in Litigation for 2016 and Uncollected Insolvents and Taxes in Litigation for Previous Year(s) and related Resolution. After discussion, the Commission agreed to place these items on the next agenda.

PRESENTATION BY ACTING JUVENILE COURT ADMINISTRATOR BEVERLY WISE

Acting Juvenile Court Administrator Beverly Wise briefed the Commission regarding Budget Change Request Number 2. After discussion, the Commission agreed to place this item on the next agenda.

Ms. Wise briefed the Commission regarding the reallocation of Switchboard Operator to Administrative Support Associate and related Position Fill Request for the Youth Facility. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci requested that the Commission approve Budget Change Request Number 1 for Information Systems, which was on the agenda.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham briefed the Commission regarding a Professional Services Agreement with the City of Auburn for law enforcement services at major sporting events and/or special events. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham requested authorization for the Sheriff's Office to pursue the Mid-South RC & D Council Grant. The Commission agreed with the request.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake advised the Commission that he received the federal/county funding agreement from ALDOT for resurfacing of Pike Road from Wallahatchie Road to U.S. 80 on Friday, July 7, 2017. In efforts to expedite this project, he asked if the Commission would possibly approve this agreement at the next Commission meeting.

He mentioned that work is underway to replace damaged storm sewer pipes in Rolling Acres Subdivision. Also, plans are in place to upgrade several storm sewer pipes in Selbrook Subdivision to help alleviate some of the chronic flooding problems this neighborhood has suffered from the recent flash floods and excessive rains. Additionally, as a result of recent thunderstorms, strong winds, and rain, a large tree had to be removed from a damaged power line on Garway Drive, a tree had to be removed from Williams Drive, and a sinkhole found on Felder Road had to be repaired. Chairman Dean asked Administrator Mims to work with Central Alabama Regional Planning and Development Commission to research grant funds for these expenses.

In closing, Chairman Dean inquired about the possibility of the Engineering Department employees changing back to a five day, eight hour work schedule instead of the present four day, ten hour work schedule that was put in place in September 2005. After discussion, the Commission asked Mr. Speake to submit a summary outlining of the pros and cons of each work schedule and respective cost comparisons.

PRESENTATION BY ARCHITECT BARRY ROBINSON WITH ROBINSON AND ASSOCIATES ARCHITECTURE, INC.

Architect Barry Robinson with Robinson and Associates Architecture, Inc., updated the Commission regarding the Sheriff's Office vehicle maintenance shop.

PRESENTATION BY DIRECTOR OF CORPORATE DEVELOPMENT JUSTICE SMYTH
WITH THE MONTGOMERY AREA CHAMBER OF COMMERCE

Director of Corporate Development Justice Smyth with the Montgomery Area Chamber of Commerce presented a First Amendment to Project Agreement by and among the City of Montgomery, Montgomery County, Alabama and CNJ USA, LLC. After discussion, the Commission agreed to place this item on the next agenda.

County Attorney Thomas T. Gallion, III and Mr. Smyth briefed the Commission regarding a Resolution Authorizing the Industrial Development Board to Abate County Taxes for Projects Locating in the Police Jurisdiction. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding a Bid Award to Pro Movers and Storage for delivery of election equipment, Bid Number 51910-17B-017. After discussion, the Commission agreed to place this item on the next agenda.

DISCUSSION BY THE COMMISSION

The Commission discussed a request from Commissioner Harris regarding moving Commission meetings in September and October. The Commission also discussed a Resolution to move the September 18, 2017 County Commission Meeting to Weeping Willow Baptist Church, 2925 Forbes Drive. After discussion, the Commission agreed to place these items on the next agenda.

Commissioner Singleton presented a Purchase and Sale Agreement with South Montgomery County Academy and/or South Montgomery County Private School Foundation and/or South Montgomery Academy regarding certain real property containing approximately 18.5 acres located in the Grady Community. Administrator Mims presented a Memorandum regarding the proposed utilization of the facility. After discussion, the Commission agreed to place this item on the next agenda. (A copy of the Memorandum, Agenda Page 19-1, is attached to these Minutes.)

Chairman Dean distributed copies of the Alabama's Open Meetings Law, A Primer for Counties, to his fellow Commissioners. (Copy of Alabama's Open Meeting Law, Agenda Pages 20-1 through 20-10, are attached to these Minutes.)

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a letter from Alabama Historical Commission regarding the Addition of Brassell Cemetery, Montgomery County, Alabama, to the Alabama Historic Cemetery Register.

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

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 Dr. Larry Bryars, senior minister at Frazer United Methodist Church.

The Pledge of Allegiance was led by Mr. Lee Anderson.

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 Thomas T. Gallion, III and County Engineer George C. Speake.

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of June 19, 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 Commissioner Singleton and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 6, are attached to these Minutes.)

NEW BUSINESS

COMMUNITY CORRECTIONS – APPROVED 2017-2018 ANNUAL COMMUNITY CORRECTIONS PLAN

Commissioner Singleton made a motion to approve the 2017-2018 Annual Community Corrections Plan. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Letter, Agenda Page 1-1 and 1-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PURCHASE AND SALE AGREEMENT WITH JP 25 WASHINGTON, LLC REGARDING PARKING DECK FACILITY AND UNDERLYING REAL ESTATE LOCATED AT 100 SOUTH PERRY STREET, MONTGOMERY, ALABAMA

Chairman Dean asked that a motion be made to approve the Purchase and Sale Agreement with JP 25 Washington, LLC regarding Parking Deck Facility and Underlying Real Estate Located at 100 South Perry Street, Montgomery. Commissioner Sankey had questions regarding the agreement between the City of Montgomery and Montgomery County for purchase and operation of the parking deck. Chairman Dean directed Commissioner Sankey's questions of concerns to County Administrator Donald Mims. Administrator Mims explained that the City and County have a Memorandum of Understanding to be presented at the next meeting.

Commissioner Harris made a motion to approve Purchase and Sale Agreement with JP 25 Washington, LLC regarding Parking Deck Facility and Underlying Real Estate located at 100 South Perry Street, Montgomery, Alabama. Commissioner Singleton seconded the motion. Commissioner Harris, Vice Chairman Walker and Commissioner Singleton voted in favor of the motion. Commissioner Sankey abstained from the vote and the motion carried. (Copies of Memorandum, Purchase Sale Agreement and Addendum, Agenda Pages 2-1 through 2-13, are attached to these Minutes.

SHERIFF'S OFFICE – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH LEGACY INMATE COMMUNICATIONS REGARDING A 90 DAY EXTENSION FOR INMATE TELEPHONE SERVICE, CONTRACT NUMBER 52200-14B-008

Commissioner Harris made a motion to approve Amendment Number 2 to Contract with Legacy Inmate Communications regarding a 90 Day Extension for Inmate Telephone Service, Contract Number 52200-14B-008. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 3-1 and 3-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF DUES TO THE INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION (ICMA) FOR COUNTY ADMINISTRATOR DONALD L. MIMS

Vice Chairman Walker made a motion to approve Payment of Dues to the International City/County Management Association (ICMA) for County Administrator Donald L. Mims. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 4-1, 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 July 10, 2017. During the County Commission Meeting this date, Chairman Dean requested that the following miscellaneous appropriation reprogramming requests be added and his fellow commissioners concurred:

From fund code 001-59320-498 (Agency, Miscellaneous Appropriations) to:

- C-2017-71: The Montgomery American League, Inc., a Division of Dixie Youth Baseball, for Travel Costs to the State Championship - \$1,000; (Singleton)
- C-2017-72: Montgomery Gray Girls Softball League, a Division of Dixie Youth Baseball, for Travel Costs to the State Championship - \$1,000; (Singleton)
- C-2017-73: The Montgomery Panthers Youth Football and Cheer Organization, for Purchase of Uniforms for Youth - \$1,000; (Walker)
- C-2017-74: Southern Dixie Youth Baseball League, for Travel Costs to the State Championship - \$2,000; (Dean)
- C-2017-75: Bellingrath-Southlawn Dixie Youth Baseball League, for Travel Costs to the State Championship - \$2,000; (Dean)
- NC-2017-103: City of Montgomery, to be used by BONDS to Support the Jones Road Neighborhood Association, with Funding to Promote the Community's "National Night Out" - \$500; (Singleton)
- NC-2017-104: City of Montgomery, to be used by BONDS to Support the Gladlane, Gay Meadows and Clubview Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,500; (Dean-\$750 and Harris-\$750)
- NC-2017-105: Alabama State University, Department of Athletics, for Volleyball Program, Attn: Coach Penny Lucas-White - \$3,000; (Harris)

Vice Chairman Walker made a motion to approve the Miscellaneous Appropriations Reprogramming requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 5-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD TO BUFFALO ROCK FOR VENDING MACHINE SERVICES, BID NUMBER 51988-17B-010

Commissioner Singleton made a motion to approve Bid Award to Buffalo Rock for Vending Machine Services, Bid Number 51988-17B-010. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Bid, Agenda Pages 6-1 and 6-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Commissioner Singleton made a motion to approve Budget Change Request Number 1, County Commission. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 7-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Commissioner Singleton made a motion to approve Budget Change Request Number 1, Detention Facility. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 8-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBERS 8 AND 9

Commissioner Harris made a motion to approve Budget Change Request Numbers 8 and 9, Engineering Department. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 9-1 and 9-2, are attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Commissioner Harris made a motion to approve Budget Change Request Number 1, Information Systems. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 10-1, is attached to these Minutes.)

PERSONNEL DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 2

Commissioner Singleton made a motion to approve Budget Change Request Number 2, Personnel Department. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 11-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 54 TO ALABAMA STATE UNIVERSITY FOR THE 150TH BIRTHDAY OF ALABAMA STATE UNIVERSITY AND THE LABOR DAY CLASSIC WEEKEND OF EVENTS IN THE AMOUNT OF \$25,000

Commissioner Harris made a motion to approve Budget Change Request Number 54 to Alabama State University for the 150th Birthday of Alabama State University and the Labor Day Classic Weekend of Events in the Amount of \$25,000. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Budget Change Request,

Agenda Page 12-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (4)

1. Corrections Officer Lieutenant, Position Number 500422122
2. Corrections Officer Trainee, Position Number 500419102
3. Corrections Officer Trainee, Position Number 500419199
4. Corrections Officer Trainee, Position Number 500419214

Commissioner Harris made a motion to approve the Position Fill Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 13-1 through 13-4, are attached to these Minutes.)

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

1. Deputy Sheriff Trainee, Position Number 550430068

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 14-1, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (13)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|---------------------------|-----------------------------------|
| 1. County Commission | Request Number 38 |
| 2. Support Services | Request Number 2 |
| 3. Youth Facility | Request Numbers 19 and 20 |
| 4. Risk Management | Request Number 14 |
| 5. Engineering Department | Request Numbers 6 and 7 |
| 6. Appraisal Department | Request Number 25 |
| 7. Community Corrections | Request Number 16 |
| 8. Sheriff’s Office | Request Numbers 66, 67, 69 and 70 |

Vice Chairman Walker made a motion to approve the 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 15-13, 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 SUBGRANT AGREEMENT REGARDING THE 2017 LOW INCOME WEATHERIZATION ASSISTANCE PROGRAM, GRANT NUMBER LIWAP-028-17

Commissioner Harris made a motion to approve the Subgrant Agreement regarding the 2017 Low Income Weatherization Assistance Program, Grant Number LIWAP-028-17. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Letter and Subgrant Agreement, Agenda Pages 16-1 through 16-22, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED OF RESOLUTION AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD TO ABATE COUNTY TAXES FOR PROJECTS LOCATING IN THE POLICE JURISDICTION

Vice Chairman Walker made a motion to adopt the Resolution Authorizing the Industrial Development Board to Abate County Taxes for projects locating in the Police Jurisdiction. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 17-1, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Coach Rob Palmer, head football coach of Southlawn Middle School, said good afternoon to everyone and said he comes before the Commission asking for support for his football team. Coach Palmer explained his players had trouble getting to and from football practice, they are in need of uniforms and various other personal clothing items. Chairman Dean told Coach Palmer to see him after the meeting to discuss help for the team.

David Johnson of Johnson's Martial Arts Academy greeted the Commissions. He said his Martial Arts Team has been selected to participate in a U.S. Martial Arts competition in Orlando, Florida in September and would like the Commission to help support the trip. Mr. Johnson said the team will represent Montgomery and the State of Alabama. He submitted a copy of their budget to the Commission. Chairman Dean asked Mr. Johnson if had he contacted the City of Montgomery in reference to help fund the trip; Mr. Johnson stated that he had not but was going to. Chairman Dean advised Mr. Johnson that he would take his request into consideration. Commissioner Harris asked Mr. Johnson to see him after the meeting.

Ms. Tashina Morris, Director of TS Morris Youth Intervention, and members of the Westside Neighborhood said good evening to everyone. Ms. Morris said that she came before the Commission previously and was back again to ask for assistance in developing property that the City of Montgomery donated to her. Chairman Dean asked Ms. Morris if she has asked the City Council to ask for assistance and she said yes. Chairman Dean suggested that Ms. Morris submit an itemized request to the Commission. Commissioner Sankey asked the Commission to consider assisting the foundation in any way they could. He told Ms. Morris to contact him to review her request.

Reverend Ezekiel Pettway, Pastor of the Maggie Street Missionary Baptist, greeted the Commission and said that he was not there to ask for money but to express his concerns about the recent string of violence in the City. Reverend Pettway said he conducted the funeral for the nine year old child who was shot by another child. He said he wants to do whatever he can to help bring the youth violence to an end. Reverend Pettway suggested the Commissioners visit the churches in the communities to let the citizens know they are concerned about the violence also.

Revered Paul Gourdine, Pastor of Engaged Christian Church, said good afternoon to everyone and said he was also concerned about the violence within the City, especially youth violence. He said that he would like to work with the Commission to develop a plan to deter the youth violence. Reverend Gourdine said he would like to plug in to other organizations to come up with a solutions. Commissioner Sankey said if any of the minsters have any ideas they would like to share, please let the Commissioners know.

Program Director of Positive Environment Engaging Recovery Support P.E.E.R.S Inc., Frederick Williams, greeted the Commission and said he has been before the Commission before but he did not think everyone understood what his organization is all about. Mr. Williams said his biggest concern is homeless veterans. He said he has created a home for veterans and used his own personal money to furnish it. Mr. Williams said he needed financial help to continue to help the ones that were on the front line for our freedom. He also stated he has a meeting with the Mayor to ask for help from the City of Montgomery as well.

Bishop Sawyer of Mathew Church of God said good afternoon to everyone and addressed the Commission in reference to Wares Ferry Road. Bishop Sawyer said since the progress of the road improvement issue is at a standstill, it may be time to take a different approach. He said the Department of Transportation needs to be contacted in reference to a new plan. Bishop Sawyer also suggested that Commissioner Singleton could get with the engineers and try and come up with a plan. Bishop Sawyer then thanked and commended the Commission for their time and patience they have shown the citizens of Montgomery County. He also commended District Attorney Daryl Bailey for the tremendous effort he is putting forth to cut down on youth violence and violence as a whole.

Director of Positive Environment Engaging Recovery Support P.E.E.R.S Inc., Frederick Williams addressed the Commission once again to express his goal for the program. Mr. Williams said he also works with incarcerated veterans to help them function in society after their release. He said he would like for Montgomery, Alabama to have the highest successful rate for working with veterans.

Ms. Torian Hamilton, founder and organizer of Positive Parents Have Power, said good afternoon. She said she was a mother of a victim of a triple homicide and is working to do something about the violence. She gave a comparison of murders in previous years and this year. Ms. Hamilton said she would like the Commission to help her purchase a community center so the young people in her community could have something to do. She then thanked the Commission and told everyone to have a great evening.

Commissioner Harris said that he would like to help Mr. Johnson and his Martial Arts Team go to Orlando for the competition. He asked Chairman Dean if the funds were available to donate the \$7,500.00. Chairman Dean said since the Commission helped the Montgomery County 4-H Post #133 Air Rifle Shooters' Team go to Nebraska, we can help the Martial Arts Team as well. The Martial Arts Team submitted a request for \$5286.00 but said they did not figure in added expense, therefore the final amount donated will be \$7500.00 from Donation Revenue. After discussion, Chairman Dean requested that a Budget Change in the amount of \$7,500 for the 2017 US Martial Arts Team travel cost to a competition in Orlando, Florida to be placed on the next agenda.

Commissioner Singleton said good afternoon and that he was thrilled Vice Chairman Walker Chose Frazer United Methodist Church for her district meeting. He said he has been a member since 1986. He thanked the church for allowing the meeting to be held there and said if there is anything the Commission can do to help, let them know.

Commissioner Sankey said good afternoon and that it was good to be here. He said Frazer Church has always been good in reaching out and helping people, especially people of color. Commissioner Sankey also reminded everyone to keep education in mind.

Vice Chairman Walker thanked everyone in District 3 for coming out to the meeting. She said the residents who reside in the various neighborhoods in District 3 have built great relationships within their communities. Again she thanked everyone for their support. Chairman Dean thanked Vice Chairman Walker for setting up the meeting at Frazier United Methodist Church. He said she should get the blue ribbon for attendance. Chairman Dean thanked Bishop Sawyer for his encouraging comments to the Commission. He said he enjoys bringing the meeting to the public. Chairman Dean then acknowledged some of his invited guests from the audience.

Commissioner Harris said good afternoon and said that he would echo what has already been said and that he also would like to thank Frazer Church for allowing the Commission meeting to be held there. He thanked everyone for coming out and said that he would have to work harder to get the word out about the next meeting in his district because this was a large crowd. Commissioner Harris also thanked Bishop Sawyer for his kind comments to the Commission. He said it does take a lot of patience to do the job as a Commissioner.

ADJOURNMENT

Commissioner Harris made a motion to adjourn the meeting of the Montgomery County Commission on July 10, 2017, at 6:52 p.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

AGENDA

JUL 10 2017

7-10-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-16-17

Check Number	To	Check Number
269439		269506
Total Checks Paid		\$380,052.32

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

7-10-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-16-17

Check Number	To	Check Number
269507		269581
Total Checks Paid		\$125,560.26

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 6-23-17

Check Number	To	Check Number
269582		269629
Total Checks Paid		\$320,563.52

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

AGENDA

JUL 10 2017

7-10-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-23-17

Check Number	To	Check Number
269630		269697
Total Checks Paid		\$820,384.21

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 TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
6/23/17

Payroll Check Number	128118	To	Payroll Check Number	128199	\$	54,715.46
Direct Deposits					\$	869,035.85
Payroll Check Number	128200	To	Payroll Check Number	128221	\$	269,274.00
Direct Deposits					\$	401,197.28
Federal Deposits					\$	334,953.09
Total Payroll Paid					\$	1,929,175.68

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
7/7/17

Payroll Check Number	128222	To	Payroll Check Number	128300	\$	55,642.13
Direct Deposits					\$	879,856.48
Payroll Check Number	128301	To	Payroll Check Number	128322	\$	254,182.07
Direct Deposits					\$	401,919.99
Federal Deposits					\$	337,834.76
Total Payroll Paid					\$	1,929,435.43

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

**MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY**
301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667

AGENDA

JUL 10 2017

June 13, 2017

TO: Elton Dean - Commission Chairman
Montgomery County Commission
Montgomery, Alabama

RE: Future Commission Agenda Item
Commission Review and Approval of the
2017-2018 Annual Community Corrections Plan

Dear Chairman Dean:

Under the direction and guidance of the Montgomery County Community Punishment and Corrections Authority, the Montgomery County Community Corrections Department has prepared its annual Community Corrections Plan for submittal to the Montgomery County Commission and the Department of Corrections for approval. The approval of annual Community Corrections Plans by the County Commission and Alabama Department of Corrections are mandated for the Montgomery County Community Corrections Authority to receive State funding for Jail/Prison diversion felony offenders on Community Corrections Supervision. We anticipate state funding/support for our program to be in excess of \$365,000 for the upcoming fiscal year. The MCCPCA Board met on June 13, 2017 and approved adoption and referral to the Commission (for final approval) the FY 2017-2018 annual plan for Montgomery County Community Corrections.

The Montgomery County Community Corrections Department provides a variety of beneficial services to the Courts and the community which include: Pre-Trial Release, Community Service Restitution, County Probation, Drug Court support, GPS Electronic Monitoring of Offenders, administration of the E.V.E.N. Domestic Violence Education/Intervention Program, drug abuse screening, drug/alcohol abuse assessments, referrals to community-based providers for services and coordination and direct supervision of felony offenders diverted from incarceration in State prison. The Department is a participant in the local Healthy Minds initiative and sponsored the successful demonstration project to help keep post-incarcerated individuals receiving mental health services from becoming reincarcerated. The Department provides vital offender monitoring, referral and supervision services to offenders predicated to help these individuals live a drug and crime free lifestyle while ensuring public safety. The local citizens as well as the State of Alabama benefit from the cost savings of placing non-violent offenders on Community Supervision in lieu of more costly incarceration.

The Montgomery County Community Corrections Department relies greatly on the administrative and financial support it receives from the Community Corrections Division of the Alabama Department of Corrections. The provision of these services helps to protect public safety while maintaining offender accountability.

PAUL BROWN - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176

JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE PROGRAM
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1-1

**MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY
301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667**

The funds received from the Alabama Department of Corrections fully cover the cost of delivering services to the offenders for which we are reimbursed and also are used to offset other operational and administrative costs of providing Community Corrections services to Montgomery County as a whole.

The Alabama Department of Corrections Community Corrections Plan requires written evidence of approval of the Plan on the part of the County Commission. Confirmation of the Commission's approval of the Annual Plan is due by the close of business on Monday, July 31st, 2017, I respectfully request that you place the Commission review and approval of the Plan as a Future Agenda Item for the next regularly scheduled Commission meeting.

Respectfully submitted,

Paul H. Brown – Executive Director
Montgomery County Community Corrections Department

PAUL BROWN - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176
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1-2

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

AGENDA

JUL 10 2017

July 5, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Purchase and Sale Agreement with JP 25 Washington, LLC

The Montgomery County Commission, at its meeting on June 19, 2017, agreed to place on the next agenda a Purchase and Sale Agreement with JP 25 Washington, LLC, regarding the parking deck facility and underlying real estate located at 100 South Perry Street, Montgomery, Alabama.

I am requesting approval of this Agreement.

/tn

Attachment

STATE OF ALABAMA
COUNTY OF MONTGOMERY

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between **JP 25 WASHINGTON, LLC** (hereinafter referred to as "Seller"), and **MONTGOMERY COUNTY COMMISSION** (hereinafter referred to as "Buyer");

WITNESSETH:

1. **PROPERTY.** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof, that certain real property initially described as follows:

The parking deck facility and underlying real estate located at 100 South Perry, Montgomery, Alabama known by Tax Parcel Number 1003073303056.000.

containing approximately .5784 acres lying and being situated in The City of Montgomery, Alabama, as more particularly designated on Exhibit "A" attached hereto and made a part hereof as though set forth in full herein (hereinafter referred to as "Property"), together with all appurtenances, rights of way, improvements, privileges, easements, and other rights benefitting or pertaining to the Property and all right, title and interest of the Seller in and to any land lying in the right-of-way in front or adjoining the Property to the centerline thereof. The legal description of the Property shall be based on the Survey attached hereto as Exhibit "A" and the Legal Description attached hereto as Exhibit "B".

2. **PURCHASE PRICE.** The Purchase Price of the Property (the "Purchase Price") shall be Four Hundred Twenty Five Thousand and No/100 (\$425,000.00). The Purchase Price shall be payable as follows:

The Purchase Price, after deductions for credits and prorations as herein provided, shall be paid in full at the Closing by cashier's check, wire transfer or cash.

3. **INSPECTION PERIOD.** Buyer shall have a period of thirty (30) days after the Effective Date of this Agreement (the "Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the Property and the intended use and development thereof. During the Inspection Period, Buyer shall have the right to inspect the Property, to conduct land use, engineering and environmental studies (to include Phase I, Phase II, or greater) and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary and other governmental land use approvals, zoning variance(s), permits and licenses with respect to the Property and the intended use and development thereof, and to otherwise conduct a feasibility review and analysis with respect to the Property and the intended use and development thereof. Notwithstanding anything contained herein to the contrary, in the event that Buyer determines, in its sole and absolute discretion,

that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the Inspection Period by delivering to Seller its notice in writing and all rights and obligations hereunder shall cease and terminate. Should Buyer fail to notify Seller within the Inspection Period, it shall be understood by all parties that Buyer elects not to proceed with the purchase of the Property and both parties shall be released from any further obligation to the other. The parties hereto agree and acknowledge that Buyer has been furnished access to the Property for the purpose of assessing its condition and allowing Buyer to make Buyer's own determination as to whether or not Buyer wishes to purchase the Property.

In the event that an initial Phase I Environmental Study shows that the Property has environmental concerns then it will be necessary for the Buyer to conduct a Phase II Environmental Study. In said event it is understood by all parties that the Inspection Period shall be extended for an additional thirty (30) days and all other terms and conditions of the Agreement shall remain the same.

4. **GOVERNMENTAL APPROVALS.** Buyer is hereby authorized to seek and obtain any and all permits, licenses, site and development plan approvals, permits and authorizations, zoning variance approvals, curb-cut approvals, and any and all other approvals or consents as Buyer may deem necessary in connection with its proposed acquisition, development and use of the Property and Seller agrees to cooperate with Buyer in such endeavor. As part of the consideration for Buyer's payment of the Purchase Price, Seller shall assign, transfer and convey to Buyer at Closing all permits, approvals, licenses, site and development plans and shall deliver such originals to Buyer at closing. IN NO EVENT SHALL BUYER RE-ZONE THE PROPERTY, OR ANY PORTION THEREOF, PRIOR TO CLOSING THIS SALE WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

5. **ENTRY UPON PROPERTY.** Upon execution of this Agreement, Buyer, its agents, employees, contractors, and all other persons authorized by it, or any of them, are permitted to enter the Property and to obtain and perform such tests, studies and maps as Buyer may deem necessary or advisable including, but not limited to, percolation, soils, hazardous waste, appraisals, topographic studies, environmental, and geological tests and studies all at Buyer's cost. In the event Buyer, its agents, or its employees disturbs any portion of the Property, or the surface thereof, as a result of such entry, studies, tests, or inspections, Buyer agrees to restore the Property to its original condition at Buyer's sole cost and expense (the provisions of this paragraph shall expressly survive the expiration or termination of this Agreement or the Closing as the case may be).

6. **BUYER'S INDEMNIFICATION.** Buyer hereby indemnifies and agrees to hold harmless Seller and Frank Thomas and Associates, LLC from any and all damages, claims, costs and expenses (including, but not limited to, reasonable attorney's fees) arising from any injury or death to persons or damage or destruction to property arising from the act or omission of Buyer, its agents, employees or independent contractors, their respective agents or employees, on or near the Property. This provision shall survive the Closing.

7. **SURVEY.** See Survey attached as Exhibit "A". Seller has furnished Buyer with a Survey dated 10/17/07. Buyer reserves the right to conduct its own Survey at its own expense.

8. **TITLE COMMITMENT.** Seller agrees at its cost to furnish the Buyer within seven (7) days after the Effective Date of this Agreement, an up-to-date Title Commitment (the "Commitment") for the entire Property extending back at least sixty (60) years and disclosing good and merchantable fee simple title thereon vested in Seller. Buyer shall have its attorney examine the Commitment; provided, however, it is Buyer's requirement that the Commitment disclose Seller as present owner of fee simple title to the Property without exception except for ad valorem taxes not yet due and payable, any existing mortgage(s) (from which the Property shall be released at Closing) and such other easements and exceptions as Buyer may, in its sole and absolute discretion, waive in writing (the "Permitted Exceptions"). If the Commitment discloses a defect or defects in title to any portion of the Property or discloses easements or other exceptions that Buyer is unwilling to waive, then Buyer agrees to notify Seller in writing of such matters within ten (10) days of Buyer's receipt of the Commitment and Seller, in its sole discretion may, but shall not be obligated to, proceed to cure such matters at Seller's expense. If said matters are not cured within ten (10) days after notice, then Buyer may within ten (10) days thereafter, at its option, in writing, waive such defect or unacceptable easements or other exceptions or cancel this Agreement. Seller represents that it presently owns fee simple title to the Property, except for any existing mortgage which Seller covenants to have released with respect to the Property at the time of Closing, and the exception shown on the Commitment and Seller covenants that it will not permit any change in the status of the title to the Property until this Agreement has been consummated or otherwise terminated in accordance with the terms hereof. Risk of loss prior to Closing shall be borne by Seller. Seller will at its expense deliver a Title Policy at Closing.

9. **CLOSING.** Subject to the satisfaction of all the conditions hereof or the waiver in writing thereof by Buyer, the date of Closing shall be the date that is thirty (30) days after the end of the Inspection Period unless such date is a Saturday, Sunday or legal holiday, in which event the date shall be extended to the next business day or such earlier date as Seller and Buyer may mutually agree. The sale shall be closed in Montgomery, Alabama, at the office of Buyer's attorney. At Closing, Seller shall deliver to Buyer a Special Warranty Deed conveying a good and merchantable, indefeasible fee simple title to the Property subject to covenants, restrictions reservations, easements and rights-of-way, if any, heretofore imposed of record affecting title to said Property and further subject to any municipal zoning ordinances now, or hereafter becoming applicable, matters of survey and taxes and assessments hereafter becoming due against said Property. The description used in the deed shall be one and the same and shall coincide with the legal description of the Property by virtue of the new Survey. Seller shall pay at Closing, by deducting from the Purchase Price, any and all expenses herein provided to be paid by Seller and the cost of preparing the deed. Buyer shall pay all costs, taxes and expenses for recording the deed. Ad valorem taxes, rental income, and utilities, if any, shall be prorated as of the date of Closing. Any assessments whether due or not levied against the Property shall be paid in full by Seller at Closing. At Closing, Buyer shall pay the balance of the Purchase Price, subject to adjustments and credits as herein provided. Each party shall bear its own attorney's fees. Seller shall also execute and deliver at Closing such affidavits of title, lien and possession as may be reasonably required by Buyer, a FIRPTA Affidavit, and appropriate 1099 forms. Possession shall be given to Buyer on the date of Closing, free and clear of all tenancies and parties in possession. Buyer shall select and pay the Closing Attorney.

10. **DEFAULT: REMEDIES.** If Seller has complied with all of its obligations herein contained and all of Seller's representations and warranties are true and correct, and all of the

conditions herein have been met to Buyer's satisfaction or waived in writing by Buyer, but Buyer fails to proceed with the purchase of said Property, then Seller shall have, as its sole and exclusive remedy to seek specific performance. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations and warranties herein provided, then, in such event, Buyer may as its sole and exclusive remedy the right to seek of specific performance.

11. **ENVIRONMENTAL CONCERNS.** Notwithstanding anything contained in this Agreement to the contrary, in the event that, as a result of Buyer's investigation, "hazardous substance(s)", "hazardous waste(s)" or "hazardous material (s)", as defined under applicable federal or state law, or both, are found on the Property, then Buyer shall have the right, within the Inspection Period, to terminate this Agreement; it being a condition precedent to Buyer's obligation to purchase the Property that the results of Buyer's environmental studies, reveal that the Property is free from any and all "hazardous substance(s)", "hazardous waste(s)", or "hazardous material(s)", as defined under applicable federal or state law, or both, provided such environmental studies are performed during the Inspection Period. Buyer, its agents and representatives, are hereby authorized to perform any and all studies, tests and inquiries as it may deem appropriate or necessary in furtherance of the foregoing, including entering upon the Property and performing tests and studies thereon. Seller agrees that Buyer may make inquiry of pertinent governmental and administrative bodies and agencies concerning environmental violations or citations regarding the Property. Seller hereby represents, to its actual knowledge, that the Property contains no hazardous substances, wastes, or materials. In the event Seller is notified prior to Closing by EPA, ADEM, or other similar agency with regard to the Property, Seller agrees to immediately notify Buyer regarding such notice.

If Buyer receives notice of any violation of any Environmental Law related to the Property, Buyer will give Seller written notice of the same and all information it receives with respect thereto ten (10) days after Buyer receives notice of same.

Seller and Buyer expressly acknowledge that Frank Thomas and Associates, LLC has NOT made an independent investigation or determination with respect to the existence or nonexistence of asbestos, mold, PCB transformers, or other toxic, hazardous or contaminated substances or gases in, on, or about the Property, or for the presence of underground storage tanks. Any such investigation or determination shall be the responsibility of Buyer and Frank Thomas and Associates, LLC shall not be held responsible therefore. The provisions of this Paragraph shall survive the Closing.

12. **UTILITIES.** Seller and Buyer hereby acknowledge that this sale does NOT require Seller to deliver sanitary sewer, water service, storm drainage facilities, or any other utilities to the Property. It shall be Buyer's responsibility to determine the locations, capabilities and costs required to serve the Property with utilities necessary for the Property's intended use. Any and all costs related to these matters shall be paid by the Buyer. The provisions of this Paragraph shall survive the Closing.

13. **CONDEMNATION.** Seller covenants and agrees that to its actual knowledge there is no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof, nor does Seller have any actual knowledge that any such action is presently contemplated. Should any entity having the power of condemnation decide prior to the time of Closing to acquire any portion of or interest in the Property, Buyer, at Buyer's sole option, may elect to (a) terminate Buyer's

obligation to purchase the Property by giving written notice to Seller at any time prior to the time of Closing and receive back all sums paid hereunder, or (b) complete the purchase of the Property with Seller immediately appointing Buyer its attorney in fact to negotiate with said condemning entity and assigning to Buyer all sums to be awarded.

14. NOTICES. Any notice permitted or required to be given hereunder shall be made in writing and sent to receiving party at the address set forth below by Certified Mail, return receipt requested, or a nationally recognized overnight delivery service and shall be deemed given by either party to the other as of the date of first attempted delivery by the U.S. Postal Service or overnight delivery service, as appropriate, whether or not the receiving party receives the same. The addresses of the parties are as follows:

SELLER:

Mark D. Jordan
JP 25 Washington, LLC
2435 North Central Expressway
Suite 1650
Richardson, Texas 75080
Office: 972.458.7600
Cell: 214.906.0446
Email: mjordan@jppartners.net

With copy (which does not constitute notice) to:

Ira F. Levy
Glast, Phillips & Murray, PC
14801 Quorum Drive, Suite 500
Dallas, Texas 75254-1449
Direct: 972.419.8384
Fax: 972.419.8329
Email: ilevy@gpm-law.com

BUYER:

Chairman Elton N. Dean, Sr.
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102

Frank Thomas
Frank Thomas & Associates, LLC
2855 Zelda Road
Montgomery, Alabama 36106
Office: 334.271.1236
Fax: 334.271.1237
Email: f.thomas@frankthomasllc.com

With copy (which does not constitute notice) to:

Tommy Gallion
Haskell, Slaughter & Gallion, LLC
8 Commerce Street, Suite 36104
Montgomery, Alabama 36104
Office: 334.265.8573
Fax: 334.264.7945
Email: ttg@hst-law.com

Gregory A. Carr, Sr.
2855 Zelda Road
Montgomery, Alabama 36106
Phone: 334.269.5900
Email: greg@gregory-carr.com

The listing of telephone and facsimile numbers is for the convenience of the parties but notice by such methods is not effective.

15. **NO WASTE.** Seller agrees that from the Effective Date of this Agreement until the date of Closing, it will not commit or permit to be committed any waste or change in the condition or appearance of the Property or improvements thereon, or convey any mortgage, lien, easement, mining or mineral rights or other rights in or to the Property, nor consent to any zoning, re-zoning, or other restrictions of the Property except with the written consent and approval of Buyer. This Provision shall

16. **MISCELLANEOUS.**

(a) Seller warrants and represents to Buyer the following, all of which are true as of the date hereof (unless otherwise specified) and shall also be true as of the date of Closing:

(i) The Property is now assessed on a "fair market value" classification rather than a "current use" classification and is not subject to so-called "roll back taxes". In the event this warranty and representation shall prove to be untrue Seller shall be solely responsible for and agree to reimburse Buyer any additional ad valorem taxes in the nature of rollback or recapture taxes due under Code of Alabama 1975 Section 40-7-25.3, if such taxes are levied.

(ii) That Seller owns fee simple title to the Property and has the power and authority to enter into this Agreement, and the entering into of this Agreement and the performance of Seller's obligations hereunder shall not violate the terms or conditions of any applicable law, rule or regulation pertaining to Seller or the Property.

(iii) That unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, condemnations, environmental notices, pending public improvements, repairs, replacement, or alternations of the Property that have not been satisfactorily made.

(iv) Seller can deliver possession of the Property to Buyer free and clear from the claims of leasehold interests or other rights of occupancy, except for a Lease Agreement for the Property, to be delivered to Buyer during the Inspection Period.

(v) So long as this Agreement is in force, Seller shall not, without Buyer's consent, execute any easements or restrictions or otherwise take or permit any action which would, in Buyer's determination, constitute an exception to title.

Should any material representation by Seller herein prove false at any time prior to or at Closing, Buyer shall be entitled to terminate this Agreement in which event all rights and obligations hereunder shall terminate.

(b) In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provision of this Agreement, then each party agrees that the non-prevailing party shall pay the reasonable attorneys' fees incurred by the prevailing party in enforcing this Agreement.

(c) This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings, other options to purchase or lease any portion(s) of the Property, or any other agreements which in any way may affect or change the terms, covenants, and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

(d) Each party hereto has been represented, or had the opportunity to be represented, by separate counsel in connection with the negotiation and drafting of this Agreement. Accordingly, no ambiguity herein shall be resolved against either party based upon principles of draftsmanship.

(e) All personal pronouns used in this Agreement whether used in masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa.

(f) Any provision of the Agreement or any paragraph, sentence, clause, phrase or wording appearing herein which shall prove to be invalid, void or illegal for any reason shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions, paragraphs, sentences, clauses, phrases and words hereof shall nevertheless remain in full force and effect.

(g) The Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

(h) As used herein, the "Effective Date of this Agreement" shall be the last date of execution of this Agreement by the parties comprising Buyer and Seller.

17. AGENCY DISCLOSURE AND BROKERS. Pursuant to Ala. Code Section 34-27-8(c), the following Agency Disclosure is given by the Selling Company and the Listing Company.

The Listing Company is: Frank Thomas and Associates, LLC

The Listing company is: *[two blocks may be checked]*

_____ An Agent of the Seller
 X An Agent of the Buyer
_____ An Agent of both the Seller and Buyer and is acting as
a Limited Consensual Dual Agent
_____ Assisting the Buyer/Seller as a Transaction Broker

The Selling Company is: Frank Thomas and Associates, LLC

The Selling Company is: *[two blocks may be checked]*

☐ An Agent of the Seller
☒ An Agent of the Buyer
☐ An Agent of both the Seller and Buyer and is acting as
a Limited Consensual Dual Agent
☐ Assisting the Buyer/Seller as a Transaction Broker

Seller's initials: my

Buyer's initials: _____

18. FEE. Buyer has entered into a separate Agreement with Frank Thomas and Associates, LLC. It is agreed between Frank Thomas and Associates, LLC and Seller that Seller shall be responsible to pay one-half of the total fee (10%) or 5% of the Purchase Price. The Fee shall be paid by Seller in cash at Closing.

Except as set forth above, each of the parties agree to indemnify and hold the other harmless from and against any and all claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm or corporation in connection with this Agreement or the transactions contemplated hereby, insofar as any such claim is based upon any conversation, contact or contract with Seller or Buyer, respectively, relating to the proposed purchase of the Property by Buyer. Each party acknowledges to the other that it has not dealt with any Broker except as set forth above. The provisions of this other that it has not dealt with any Broker except as set forth above. The provisions of this Paragraph shall survive the Closing.

19. EXCHANGE. Each party agrees to cooperate with the other in the event either party elects to utilize an exchange to either purchase or sell the Property being conveyed herein, with other real estate in a transaction or transactions that will qualify as a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, and to execute any additional documents necessary to effect the exchange, including, without limitation, an exchange agreement, an escrow agreement or a qualified intermediary agreement. However, the party not initiating the exchange shall not incur any additional costs, expenses or liabilities in excess of the costs or liabilities that it would have incurred from a direct purchase/sale of the Property, nor shall it be required to accept a deed to such exchange property so that its name shall not appear in the chain of title with respect to such exchange property. Furthermore, neither party will provide any warranties of the tax treatment of the transaction to the other.

20. CONDITION OF THE PROPERTY. Seller agrees to maintain the Property and all related improvements in their current condition from the Effective Date of this Agreement until the date of Closing.

21. TAX MATTERS. Montgomery County acknowledges that the Seller contemplates seeking charitable deductions for the value of the Property over and above the Purchase Price. If requested Montgomery County will, at no cost to Montgomery County, provide such assistance and information that is required to be provided by a governmental entity receiving a charitable donation of land under the Internal Revenue Code in order for the contribution to be tax deductible by the donor of the Property, but Montgomery County will

have no obligation to take any action or provide any information or assistance that Montgomery County reasonably believes is incorrect or contrary to applicable law. The Seller shall be solely responsible for any audits, costs, or liabilities that may arise from any tax deduction claimed by Seller in connection with the contemplated transactions and shall hold Montgomery County harmless for any claims related to the same. Montgomery County makes no representation regarding the fair market value of the Property or any tax-related consequences of the contemplated transactions. If the Seller seeks to receive any tax deduction for the gift of the Property they will obtain independent tax advice and be solely responsible for the costs of any appraisal and for compliance with the applicable provisions of the Internal Revenue Code and other applicable law.

22. DISPUTE RESOLUTION. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and JP 25 Washington LLC.

SEE Addendum A attached hereto and made a part of hereof.

IN WITNESS WHEREOF, Seller and Buyer have hereunto executed this Purchase and Sale Agreement on the dates appearing beneath their respective signature blocks.

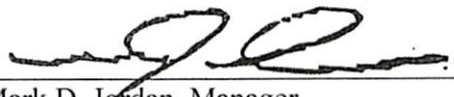
[Signatures are on following page.]

WITNESS:

Sam Malone

SELLER:

JP 25 WASHINGTON, LLC

By: 
Mark D. Jordan, Manager

Date: April 26, 2017

BUYER:

MONTGOMERY COUNTY COMMISSION

WITNESS:

By: _____
Elton N. Dean, Sr., Chairman

Date: April ____, 2017

ADDENDUM A

Special Provisions

DISCLAIMER OF WARRANTIES; "AS-IS, WHERE-IS, WITH ALL FAULTS" CONVEYANCE; INSPECTION.

- a. **"As-Is, Where-Is, With All Faults" Conveyance.** BUYER REPRESENTS, WARRANTS AND ACKNOWLEDGES TO SELLER AND AGREES WITH SELLER THAT SAVE AND EXCEPT (I) THE LIMITED WARRANTIES CONTAINED WITHIN THE DEED AND (II) THE WARRANTIES SET FORTH IN THIS CONTRACT, BUYER IS PURCHASING THE PROPERTY IN AN **"AS-IS, WHERE-IS"** CONDITION **"WITH ALL FAULTS"** AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF SELLER.
- b. **No Reliance.** Buyer hereby acknowledges that it is not entitled to, and should not, rely on Seller or its agents as to (i) the quality, existence, nature, adequacy or physical condition of soils, sub-surface support or ground water at the Property; (ii) the existence, quality, nature, adequacy or physical condition of any utilities serving the Property; (iii) the existence, quality, nature or adequacy of an ability to access utilities, including, but not limited to, electricity, natural gas, water and sewer; (iv) the existence, quality, nature, adequacy, physical condition or ability to access any rights-of-way or roads of any kind; (v) the development potential of the Property, its habitability, merchantability, fitness, suitability or adequacy for any particular purpose; (vi) the zoning classification, use or other legal status of the Property; (vii) the existence, applicability, quality or nature of any setback requirements; (viii) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions or restrictions of any governmental or quasi-governmental entity or of any other person or entity; or (ix) the condition of title to the Property or the nature, status or extent of any right, encumbrance, license, reservation, covenant, condition, restriction or any other matter affecting title to the Property.
- c. **NO SELLER REPRESENTATIONS.** BUYER ACKNOWLEDGES TO AND AGREES WITH SELLER THAT WITH RESPECT TO THE PROPERTY, SAVE AND EXCEPT (I) THE LIMITED WARRANTIES CONTAINED WITHIN THE DEED, AND (II) THE WARRANTIES SET FORTH IN THIS CONTRACT, SELLER HAS NOT MADE, DOES NOT MAKE AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

- d. **ADDITIONAL DISCLAIMERS.** BUYER WARRANTS THAT IT IS KNOWLEDGEABLE IN REAL ESTATE MATTERS. PURCHASER ACKNOWLEDGES THAT, SAVE AND EXCEPT (I) THE LIMITED WARRANTIES CONTAINED WITHIN THE DEED, AND (II) THE WARRANTIES SET FORTH IN THIS CONTRACT, SELLER HAS NOT MADE, DOES NOT MAKE AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL OR OCCUPATIONAL PROTECTION, POLLUTION, SUBDIVISION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE, MATERIAL OR SUBSTANCE.
- e. **Release.** Without in any way limiting the generality of the preceding Sections 2(a) through 2(d), Buyer, on behalf of itself, its successors and assigns, specifically acknowledges and agrees that upon Closing this transaction it forever waives, releases and discharges any claim it has, might have had or may have against Seller or any officer, director, employee, agent, contractor, servicer or affiliate of Seller, with respect to the following: the condition of the Property, either patent or latent; Seller's or Purchaser's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, other licenses for the use or operation of the Property and/or certificates of compliance for the Property; the actual or potential income or profits to be derived from the Property; the real estate taxes or assessments now or hereafter payable thereon; the compliance with any environmental or occupational protection, pollution, subdivision or land use laws, rules, regulations or requirements or liability for violations thereof; and any other state of facts which exists with respect to the Property.
- f. **Advice from Legal Counsel.** Buyer hereby specifically acknowledges that Purchaser has carefully reviewed the preceding Sections 2(a) through 2(e) and discussed their import with legal counsel (or had the opportunity, but opted not, to do so), that Buyer is fully aware of their consequences and that they are a material part of this Contract. The provisions of this Section 2 will survive the termination of this Contract or Closing.

AGENDA

JUL 10 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *ms*
DATE: June 15, 2017
RE: Contract No. 52200-14B-008
Inmate Telephone Service

I request that the attached Amendment No. 2 to Legacy Inmate Communications contract for inmate telephone service be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for ninety (90) days, beginning July 22, 2017 and ending on October 21, 2017. This will allow us time to issue a new bid.

All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 52200-14B-008

Amendment No. 2

Contract with Legacy Inmate Communications for inmate telephone services, to be provided at Montgomery County Detention Facility is hereby extended for ninety (90) days beginning July 22, 2017 and ending October 21, 2017.

All other provisions of the contract will remain the same.

WITNESS:

LEGACY INMATE COMMUNICATIONS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

JUL 10 2017

June 15, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Payment of Dues to International City/County Management Association

As past President of the Alabama City/County Management Association (ACCMA), I work with the International City/County Management Association (ICMA) organization concerning issues of importance relative to local governments in Alabama.

Last year, the County Commission approved payment of my dues to the ICMA. Membership to ICMA helps provide professional local governmental management information and knowledge resources, including leadership, ethics, and governmental operations through webinars and conferences.

I am requesting that the Commission approve payment of my dues to ICMA in the amount of \$1,132.

Thank you for your consideration of this request.

/tn

Attachment

- A COUNTY OLDER THAN THE STATE -

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

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

JUL 10 2017

July 10, 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:

NC-2017-102: 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-2017-25: BOE, Robert E. Lee High School, for Band Practice Field - \$4,000;
(Walker)

DLM/tll

JUL 10 2017

June 15, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Invitation to Bid No. 51988-17B-010
Vending Machine Services

In February 2017, Montgomery County Commission issued an invitation to bid on vending machine services to 17 vendors. Buffalo Rock Company (local Pepsi distributor) and Automatic Food Service (our current vendor that partners with Coca-Cola to distribute Coke products) were the only two vendors that responded. Buffalo Rock was the low bidder with 21% of monthly gross sales to be paid to Montgomery County. AFS bid 16.5%.

County Attorney Tommy Gallion, the Examiners of Public Accounts, and ACCA agree that the bid should be awarded to Buffalo Rock because it was the low bidder. The contract will be for one year, with an option to renew for two additional one year terms.

When the contract is rebid, it may specify "Coke;" however, AG's opinions advise including the phrase "or equal" when using brand names. It is the opinion of both the Examiners and ACCA that rebidding with the phrase "Coke or equal" will **not** allow the County to bypass a Pepsi bid if it is the lowest bidder.

I request that approval of the award of the bid to Buffalo Rock be placed on the next agenda.

Attachment

**Purchasing Department
Montgomery County Commission**

[illegible]

Notes:

6-2

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 1

AGENDA

JUL 10 2017

DEPARTMENT: County Commission **REQUESTED BY:** Donald L Mims 6/15/17
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 6/15/17
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☒
Agenda ☐

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Travel-County Commission	001-51100.265	22,500	6,000	28,500
Travel Expense-PA	001-51130.265	3,500	(3,500)	0
Copy Machine	001-51100.223	3,900	3,200	7,100
Dues	001-51100.303	21,000	1,800	22,800
Administration Expense	001-59310.499	25,000	(7,500)	17,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 75,900	\$ 0	\$ 75,900

JUSTIFICATION: To realign the budget to cover the County Commission travel and other office expense budgets.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 1

AGENDA

JUL 10 2017

DEPARTMENT: Detention Facility **REQUESTED BY:** Wanda Robinson 6/29/17
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 6/29/17
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Laundry & Dry Cleaning	001-52200-162	50,000	(18,700)	31,300
Copy Machine Rental	001-52200-223	10,500	4,000	14,500
Cellular Service	001-52200-255	30,000	9,700	39,700
Travel- Registration & Training	001-52200-265	15,000	5,000	20,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 105,500	\$ 0	\$ 105,500

JUSTIFICATION: Re-align budget to cover cost of Copier Rental, Cellular Service, and Registration & Training.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 8

AGENDA

JUL 10 2017

DEPARTMENT: Engineering Office REQUESTED BY: George Speake 6/19/17
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 6/26/17
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Dumpster Service	111-53400.248	1,700	800	2,500
Repair & Maint Motor Veh	111-53400.234	5,660	(800)	4,860
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 7,360	\$ 0	\$ 7,360

JUSTIFICATION: To realign Budget for dumpster service in D3.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 9

AGENDA

JUL 10 2017

DEPARTMENT: Engineering Office REQUESTED BY: George Speake 6/26/17
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 6/27/17
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Advertising	111-53199.253	1,500	500	2,000
Road Const & Main Supplies	111-53199.213	166,325	(500)	165,825
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 167,825	\$ 0	\$ 167,825

JUSTIFICATION: To realign Budget for advertising.

AGENDA

JUL 10 2017

COUNTY COMMISSION APPROVAL:

	Administrator Date
--	---

AGENDA

JUL 10 2017

Administrator	Date
----------------------	-------------

JUSTIFICATION: Adjust budget due to increased costs of supplies and minor equipment

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**
Request Number: 54

AGENDA

JUL 10 2017

DEPARTMENT: County Commission Appropriations **REQUESTED BY:** Donald L. Mims 6/19/17
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 6/19/17
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Alabama State University	001-58300.458	8,000	25,000	33,000
Donation Revenue	001-40000.47701	(380,564)	(25,000)	(405,564)
			.	0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(\$ 372,564)	\$ 0	(\$ 372,564)

JUSTIFICATION: To budget for an appropriation to Alabama State University for the 150th Birthday Celebration and Labor Day Classic Weekend events.

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUL 10 2017

DEPARTMENT: M.C. SHERIFF'S OFFICE - Detention Facility
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Correction's Officer Lieutenant
Position Number 500422122 (replacement of Tamberly Garner)
Pay Grade PC4 Pay Range 44,078-65,858
Proposed Effective Date July 17, 2017
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date June 29, 2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date July 3, 2017

Sherrill Thomas

Finance Director

Date 7/5/2017

ADMINISTRATIVE APPROVAL:

County Administrator

Date

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUL 10 2017

DEPARTMENT: M.C. Sheriff's Office -Detention Facility
DEPARTMENT HEAD: Derrick Cuningg, Sheriff
SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Correction Officer Trainee
Position Number 500419199 (replacement of Kywaski Braswell)
Pay Grade PCT Pay Range \$30,096
Proposed Effective Date July 17, 2017
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date June 27, 2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date June 27, 2017

Sherrill Thomas

Finance Director

Date 6/30/2017

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUL 10 2017

DEPARTMENT: M.C. Sheriff's Office -Detention Facility
DEPARTMENT HEAD: Derrick Cuning, Sheriff
SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Correction Officer Trainee
Position Number 500419214 (replacement of Charlie Morgan)
Pay Grade PCT Pay Range \$30,096
Proposed Effective Date July 17, 2017
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date June 27, 2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date June 27, 2017

Sherrill Thomas

Finance Director

Date 6/30/2017

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

JUL 10 2017

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee

Position Number 550430068 (Replacement of Caffery Rubin)

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

Proposed Effective Date July 17, 2017

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date June 29, 2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date June 29, 2017

Sherrill Thomas

Finance Director

Date 6/30/2017

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 38

AGENDA

JUL 10 2017

Date: June 30, 2017
To: Donald L. Mims, Administrator
From: Donald L. Mims
Re: Approval for the following travel:

Destination: Orange Beach, Alabama
Departure Date: August 22, 2017 Return Date: August 24, 2017
Conference Leave (Days / Hours): 3-Days
Purpose of Travel: Attend the Association of County Commissioners of Alabama Annual Convention (ACCA)

Traveler (s) Name: 1. Elton Dean 4. Isaiah Sankey
2. Ronda Walker 5. Doug Singleton
3. Dan Harris 6. Donald Mims

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

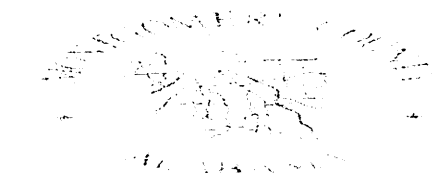
Total (est.) Cost: \$6,117.86 Advance Registration Required: \$1,200.00
Department Name: County Commission Fund Name: General
Additional Comments: Registration- \$1, 200 Hotel- \$2, 596.70 Meals- \$1,050 Mileage- \$1271.16

To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator

The above request is app. 7/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$6,117.86 and advance registration of \$1,200.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$28,500.00</u>
Approved Requests:	<u>\$22,028.83</u>
Budget Available:	<u>\$6,471.17</u>
Current Requests:	<u>\$6,117.86</u>
Budget Balance:	<u>\$353.31</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 6/30/17
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

JUL 10 2017

Date: June 26, 2017
To: Donald L. Mims, Administrator
From: Myrtle R. Singleton
Re: Approval for the following travel:

Destination: Birmingham, AL
Departure Date: August 14, 2017 Return Date: August 16, 2017
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Alabama Department of Transportation 2017 Small Business Procurement Conference

Traveler (s) Name: 1. Myrtle R. Singleton 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$378.44 Advance Registration Required: \$30.00
Department Name: Support Services Fund Name: General
Additional Comments: Registration \$30.00 Mileage \$98.44 Meals \$50 Lodging \$200

To: Myrtle R. Singleton
From: Donald L. Mims, Administrator
The above request is app. 7/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$378.44 and advance registration of \$30.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51901.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$2,000.00</u>
Approved Requests:	<u>\$557.24</u>
Budget Available:	<u>\$1,442.76</u>
Current Requests:	<u>\$378.44</u>
Budget Balance:	<u>\$1,064.32</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 6/30/17
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 19

AGENDA

JUL 10 2017

Date: 6-21-2017
To: Donald L. Mims, Administrator
From: Beverly Riddle Wise
Re: Approval for the following travel:

Destination: Mountainview Hospital, Gadsden, AL 35904
Departure Date: July 20, 2017 Return Date: July 20, 2017
Conference Leave (Days / Hours): one day
Purpose of Travel: Attend Conference-Opoids:The Prescription Drug and Heroin Overdose Epidemic

Traveler (s) Name: 1. Amanda Ashurst 4. _____
2. Ann Sikes 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$80.00 Advance Registration Required: \$0.00

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: _____

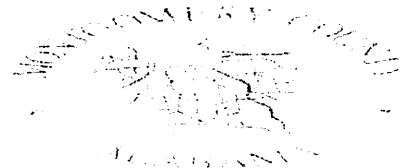
To: Beverly Riddle Wise

From: Donald L. Mims, Administrator

The above request is app. 7/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$80.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-52603.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$13,000.00</u>
Approved Requests:	<u>\$5,214.99</u>
Budget Available:	<u>\$7,785.01</u>
Current Requests:	<u>\$80.00</u>
Budget Balance:	<u>\$7,705.01</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/21/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 20

AGENDA

JUL 10 2017

Date: July 5, 2017
To: Donald L. Mims, Administrator
From: Beverly Riddle Wise
Re: Approval for the following travel:

Destination: Renaissance Montgomery Hotel, Montgomery, AL
Departure Date: July 28, 2017 Return Date: July 28, 2017
Conference Leave (Days / Hours): one day
Purpose of Travel: 2017 Alabama Children's Policy Conference

Traveler (s) Name: 1. Natalie P. Mason 4. Amanda Ashurst
2. Garry Gregg 5. Kim Parham
3. Sherunda Griffin 6. Ebony Raine

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

Total (est.) Cost: \$210.00 Advance Registration Required: _____
Department Name: Youth Facility Fund Name: 001-52603-265
Additional Comments: _____

To: Beverly Riddle Wise
From: Donald L. Mims, Administrator

The above request is app. 7/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$210.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-52603.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$13,000.00</u>
Approved Requests:	<u>\$5,294.99</u>
Budget Available:	<u>\$7,705.01</u>
Current Requests:	<u>\$210.00</u>
Budget Balance:	<u>\$7,495.01</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 7/6/17
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 14

AGENDA

JUL 10 2017

Date: June 16, 2017
To: Donald L. Mims, Administrator
From: Scott Kramer
Re: Approval for the following travel:

Destination: Burlington, Vermont
Departure Date: August 7, 2017 Return Date: August 8, 2017
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend the Board of Directors Meeting

Traveler (s) Name: 1. Scott Kramer 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Risk Management Fund Name: Liability

Additional Comments: *** All Expense will be Paid by STATES***

To: Scott Kramer
From: Donald L. Mims, Administrator

The above request is app. 7/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$3,275.01</u>	
Budget Available:	<u>\$11,724.99</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$11,724.99</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 6/19/17
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 6

AGENDA

JUL 10 2017

Date: 6/26/2017
To: Donald L. Mims, Administrator
From: George Speake, County Engineer
Re: Approval for the following travel:

Destination: Montgomery, Alabama
Departure Date: August 14, 2017 Return Date: August 16, 2017
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Radiation Safety Certification Program

Traveler (s) Name: 1. James Jackson 4. _____
2. David Price 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$600.00 Advance Registration Required: _____

Department Name: Engineering Department Fund Name: 111-53600.265

Additional Comments: _____

To: George Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 7/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$600.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$10,000.00</u>
Approved Requests:	<u>\$4,993.00</u>
Budget Available:	<u>\$5,007.00</u>
Current Requests:	<u>\$600.00</u>
Budget Balance:	<u>\$4,407.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/27/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Request # 7

AGENDA

JUL 10 2017

Date: 6/26/2017
To: Donald L. Mims, Administrator
From: George Speake, County Engineer
Re: Approval for the following travel:

Destination: Montgomery, Alabama
Departure Date: August 22, 2017 Return Date: August 25, 2017
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: Roadway Technology Training

Traveler (s) Name: 1. James May 4. _____
2. David Price 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,400.00 Advance Registration Required: _____

Department Name: Engineering Department Fund Name: 111-53600.265

Additional Comments: _____

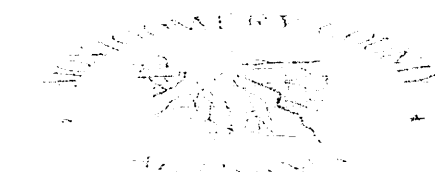
To: George Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 7/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,400.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$10,000.00</u>
Approved Requests:	<u>\$4,993.00</u>
Budget Available:	<u>\$5,007.00</u>
Current Requests:	<u>\$2,000.00</u>
Budget Balance:	<u>\$3,007.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/27/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 25

AGENDA

JUL 10 2017

Date: June 23, 2017
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: October 18, 2017 Return Date: October 20, 2017
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Subdivision Layouts & Mapping Right of Ways

Traveler (s) Name: 1. Scot Millican 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: REG: \$275.00

Expense will be Paid from the 2018 Budget

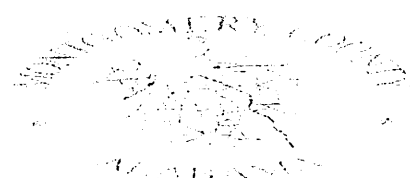
To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 7/10/17 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>\$16,740.43</u>	
Budget Available:	<u>\$13,259.57</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$13,259.57</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/28/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 16

AGENDA

JUL 10 2017

Date: June 28, 2017
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Approval for the following travel:

Destination: 301 So Ripley Street, Montgomery, AL
Departure Date: September 20, 2017 Return Date: September 20, 2017
Conference Leave (Days / Hours): one day
Purpose of Travel: The Tactical Movement of the Prisoner Training

Traveler (s) Name: 1. Jeffery Solomon 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: _____

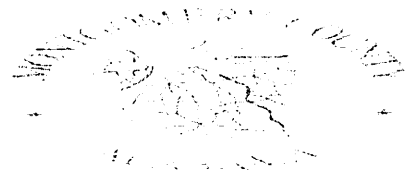
To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 7/10/17 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>\$10,500.00</u>
Approved Requests:	<u>\$10,445.39</u>
Budget Available:	<u>\$54.61</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$54.61</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/30/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 66

AGENDA

JUL 10 2017

Date: June 22, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Anniston, AL
Departure Date: July 16, 2017 Return Date: July 21, 2017
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Attend FFO Course

Traveler (s) Name: 1. James Richardson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$200.00 Advance Registration Required: \$0.00

Department Name: Sheriff's Office Fund Name: 749-52110.499

Additional Comments: Only expected expenses will be fuel

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 7/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>749-52110.499</u> (ex: 000-00000-000)
Description:	<u>Administrative Expense</u>
Current Budget:	<u>\$361,500.00</u>
Approved Requests:	<u>\$117,749.35</u>
Budget Available:	<u>\$243,750.65</u>
Current Requests:	<u>\$200.00</u>
Budget Balance:	<u>\$243,550.65</u>

Donald L. Mims, Administrator

[Handwritten signature of S. Thomas]

Reviewed by: S. Thomas

Date: 6/28/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 67

AGENDA

JUL 10 2017

Date: June 28, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Orange Beach, AL
Departure Date: August 22, 2017 Return Date: August 24, 2017
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: attend ACCA (Assoc. of Co. Commissioners of AL) Conference

Traveler (s) Name: 1. Regina Walker 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$565.00 Advance Registration Required: \$50.00

Department Name: Sheriff's Office Fund Name: 749-52110.499

Additional Comments: _____

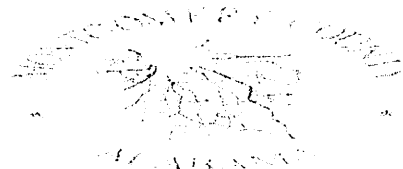
To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 7/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$565.00 and advance registration of \$50.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>749-52110.499</u> (ex: 000-00000-000)
Description:	<u>Administrative Expense</u>
Current Budget:	<u>\$361,500.00</u>
Approved Requests:	<u>\$117,749.35</u>
Budget Available:	<u>\$243,750.65</u>
Current Requests:	<u>\$765.00</u>
Budget Balance:	<u>\$242,985.65</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/28/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 69

AGENDA

JUL 10 2017

Date: June 28, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Guntersville, AL
Departure Date: October 26, 2017 Return Date: October 27, 2017
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: attend Alabama DRE in-service training

Traveler (s) Name: 1. Ricky Thompson 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: Montgomery County Sheriff's Office Fund Name: 749-52110.499

Additional Comments: _____
All Expense will be paid from the 2018 Budget.

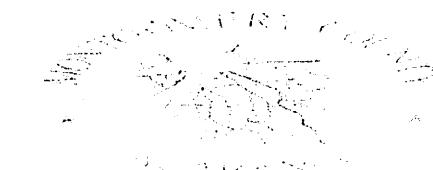
To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 7/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>749-52110.499</u> (ex: 000-00000-000)
Description:	<u>Administrative Expense</u>
Current Budget:	<u>\$361,500.00</u>
Approved Requests:	<u>\$117,819.35</u>
Budget Available:	<u>\$243,680.65</u>
Current Requests:	<u>\$765.00</u>
Budget Balance:	<u>\$242,915.65</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/28/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 70

AGENDA

JUL 10 2017

Date: June 28, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Minneapolis, MN
Departure Date: August 6, 2017 Return Date: August 11, 2017
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend CIT (Crisis Intervention Training) Class

Traveler (s) Name: 1. Sherri Taylor 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$3,000.00 Advance Registration Required: \$775.00

Department Name: Sheriff's Office Fund Name: 125-55701.304

Additional Comments: Expenses to be reimbursed from Dept. of Justice Mental Health Grant

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 7/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$3,000.00 and advance registration of \$775.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>125-55701.304</u>	(ex: 000-00000-000)
Description:	<u>Contract Services</u>	
Current Budget:	<u>\$10,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$10,000.00</u>	
Current Requests:	<u>\$3,000.00</u>	
Budget Balance:	<u>\$7,000.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/30/17

cc: Finance Director / Buyer

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE OF ALABAMA

June 20, 2017

STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-3282

AGENDA

JUL 10 2017

Honorable Elton Dean, Sr.
Chairman
Montgomery County Commission
c/o Central Alabama Regional Planning
and Development Commission
430 South Court Street
Montgomery, AL 36104

Dear Mr. Dean:

RE: Grant No. LIWAP-028-17

I am pleased to inform you that I have approved the enclosed Grant Agreement which provides your agency with **\$51,768.00** in funds to be utilized for the Weatherization Assistance Program during the Program Year 2017.

Please sign and witness both copies and return one original to the Energy Division. Retain the other copy for your files. Also enclosed for your signature are a Certification form, Disclosure Statement, and Beason-Hammon Compliance form that must be signed and returned along with the grant.

If you have any questions, please call Brenda Mock at (334) 353-5951.

Sincerely,

A handwritten signature in black ink that reads "Kay Ivey". The signature is written in a cursive, flowing style.

Kay Ivey
Governor

KI/BM/ks

Enclosures

cc: Mr. Greg Clark

SUBGRANT AGREEMENT LOW INCOME WEATHERIZATION ASSISTANCE PROGRAM

Grant Agreement No.: LIWAP-028-17
Grant Amount: \$51,768.00

THIS AGREEMENT is entered into as of April 1, 2017, by and between the Alabama Department of Economic and Community Affairs, Energy Division, hereinafter, referred to as the "Department" or "ADECA," and the Montgomery County Commission, hereinafter, referred to as the "Subrecipient." The Agreement consists of sixteen (16) typewritten pages and three attachments (3), as set forth and described below:

Subrecipient name (must match registered name in DUNS): Montgomery County Commission

Subrecipient's DUNS number: 099839086

Federal Award Identification Number ("FAIN"): 17B1ALL1EA

Federal Award Date: October 25, 2016

Subaward Period of Performance Start and End Date: April 1, 2017 – September 30, 2017

Amount of Federal Funds obligated by this action to the Subrecipient: \$51,768.00

Total amount of Federal Funds obligated to the Subrecipient: \$51,768.00

Total amount of Federal Award committed to the Subrecipient by ADECA: \$51,768.00

Federal Award project description: Low Income Home Energy Assistance (LIWAP)

Name of Federal awarding agency: U.S. Department of Health and Human Services

Pass-through entity: Alabama Department of Economic and Community Affairs

Contact information for awarding official: Kenneth W. Boswell, Director

Identification of whether the Award is Research and Development: N/A

Indirect cost rate for the Federal Award: N/A

Terms and Conditions:

1. **PURPOSE:** The purpose of this Agreement is to assist the Department with its implementation of the Low Income Weatherization Assistance Program (LIWAP). The Subrecipient agrees to provide home weatherization assistance to qualified low-income persons in accordance with Department and Federal Regulations and Guidelines.
2. **FUNDING:** It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subrecipient under this Agreement exceed **\$51,768.00** for full and complete satisfactory performance. Any additional costs shall be borne by the Subrecipient. A budget itemizing allowable expenditures is attached and hereby made a part of this Agreement.
3. **DURATION:** The Subrecipient shall commence performance of this Agreement on April 1, 2017, and shall complete performance to the satisfaction of the Department not later than September 30, 2017.

4. **OMB UNIFORM GUIDANCE FOR FEDERAL FINANCIAL AWARDS:** For any and all contracts or grants made by a non-Federal entity under a Federal Award, the non-Federal entity must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which the Department of Health and Human Services (HHS) is specifically implementing in 45 CFR Part 75. Subrecipients of HHS grants must adhere to 45 CFR Part 75 and all of its subparts, including, but is not limited to, Subpart B (45 CFR 75.100), General Provisions; Subpart C (45 CFR 75.200), Pre-Federal Awards Requirements and Contents of Federal Awards; Subpart D (45 CFR 75.300), Post Federal Award Regulations; Subpart E (45 CFR 75.400), Cost Principles; Subpart F (45 CFR 75.500), Audit Requirements; and all accompanying Appendices.

For any and all contracts made by a non-Federal entity under a Federal award, 2 CFR 200.326 requires provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

5. **TERMINATION:** A clause addressing a termination for cause and convenience must be included in all contracts in excess of \$10,000. The following provisions apply to termination under this Agreement, whether termination by the Department or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

Termination for Convenience. This agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If the Department determines that continuation of the work will serve no useful public purpose, this Agreement may be terminated by the Department and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

Termination for Cause. If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department to the Subrecipient, the Department shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of the Department, and if in accordance with applicable State and Federal regulations, become the property of the Department. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Subrecipient and the Department may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Department from the Subrecipient is determined.

6. **HEARING ON APPEAL:** The Subrecipient shall have the right to appeal any determination to terminate made by the Department; however, if the Subrecipient has failed to submit his appeal, in writing, within ten (10) calendar days from written notice of the termination and/or has failed to request and receive approval from the Department for extension of such, then he shall have no further right of appeal.

The hearing shall be conducted at the Department's offices in Montgomery, Alabama, or any other appropriate location at the Department's discretion, with a written notification of the time, place, and subject matter by the Department to the Subrecipient.

7. **EQUAL EMPLOYMENT OPPORTUNITY:** In accordance with 41 CFR 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any federally assisted construction contract as defined by 41 CFR 60-1.3, the Contractor, during the performance of this agreement, hereby agrees as follows:
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct

as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order.

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. COPELAND "ANTI-KICKBACK" ACT: For all prime construction contracts in excess of \$2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland "Anti-Kickback" Act, the Department shall report such violation to the Federal awarding agency.
9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: In the event this contract or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a Contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours

worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

10. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
11. **CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT:** In the event this contract or grant award is for an amount in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.
12. **ENERGY CONSERVATION:** The Contractor or Subrecipient shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 *et seq.*
13. **DEBARMENT AND SUSPENSION:** The Subrecipient is prohibited from using any Contractor or Subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal assistance programs (Executive Orders 12549 and 12689).

The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See Code of Federal Regulations, 2 CFR Part 376). The Excluded Parties List System is available for access from the System of Award Management website at <https://www.SAM.gov>.

The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals nor any of its Subcontractors are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any Federal agency or by any Department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Recipient.

The Subrecipient certifies that it has verified the suspension and debarment status for all Subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Subrecipients shall immediately notify the Department if any Subcontractor becomes debarred or suspended, and shall, at the Department's request, take all steps required by the Department to terminate its contractual relationship with the Subcontractor for work to be performed under this Agreement.

14. **BYRD ANTI-LOBBYING ACT:** Contractors and Subrecipients shall comply with the Byrd Anti-Lobbying Act, 31 U.S.C. 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection

with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier to the non-Federal Award.

15. **PROCUREMENT OF RECOVERED MATERIALS:** 2 CFR 200.322 provides that a non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

OTHER CLAUSES. In addition to the above clauses, the Contractor or Subrecipient agrees with, and shall adhere to, the following:

16. **TOBACCO SMOKE:** Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through state or local governments by Federal grant, contract, loan or loan guarantee.
17. **DRUG-FREE WORKPLACE REQUIREMENTS:** In accordance with provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. 8101 *et. seq.*), the "Drug-Free Workplace Act of 1988," all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.
18. **TRANSPARENCY ACT:** Awards under Federal programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" ("FFATA"). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients.
19. **POLITICAL ACTIVITY:** The Subrecipient shall comply with the Hatch Act (5 U.S.C. 1501, *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.
20. **HUMAN TRAFFICKING PROVISIONS:** This Award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).

21. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS: It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.
22. MANDATORY DISCLOSURES: Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in a timely manner in writing to the Department, all violations of Federal criminal law involving fraud, bribery, or gratuity violations.
23. NOT TO CONSTITUTE A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26.
24. CONFLICTING PROVISION: If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
25. IMMUNITY AND DISPUTE RESOLUTION: The parties to this agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of the agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama pursuant to § 41-9-60 *et seq*, Code of Alabama 1975.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

26. DISCLAIMER: ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by contract, grant, loan, or by any other means.

No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, Contractor, or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subrecipient, Contractor, agency, or any other person.

27. ACCESS TO RECORDS: The Director of the Department, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to Subrecipient personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period, but shall last as long as the records are retained.
28. ASSIGNABILITY: The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto. Provided, however, that claims for money due, or to become

due to the Subrecipient from the Department under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.

29. CONTINGENCY CLAUSE: It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Agreement is made. If this agreement involves Federal funds, the amount of this Agreement will be adjusted by the amount of any Federal recessions and/or deferrals.

Payments made by the Department under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient. Funds appropriated and obligated to this Award are available for reimbursement of costs until the end of the performance period set forth in the Agreement.

30. CONFLICT OF INTEREST: A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for Award: (1) the individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The Subrecipient certifies by signing this Agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this Agreement nor will the Subrecipient hire any person having such conflicting interest. The Subrecipient further certifies that it will maintain a written code of standards governing the performance of persons engaged in the Award and administration of contracts and subgrants.

31. INDIRECT COSTS: In accordance with 2 CFR §200.331(a)(1)(xiii) and (a)(4), and 2 CFR §200.414, Subrecipients of Federal Awards may charge indirect costs to the Award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will not negotiate indirect cost rates with Subrecipients, but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR §200.68. If requesting the 10% de minimis rate, Subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR §200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal Award. Once chosen, the method must be used consistently for all Federal Awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.

32. AUDIT REQUIREMENTS: All Subrecipients of Federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any Subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in their fiscal year, from ADECA, they must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

Nothing contained in this agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the Uniform Administrative Requirements.

Copies of all required audits must be submitted to:

Alabama Department of Economic and Community Affairs (ADECA)

ATTENTION: Chief Audit Executive
401 Adams Avenue
P.O. Box 5690
Montgomery, Alabama 36103-5690

And an additional copy to:

Alabama Department of Examiners of Public Accounts
ATTENTION: Audit Report Repository
P.O. Box 302251
Montgomery, Alabama 36130-2251

All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 CFR Part 200, Subpart F §200.512.

33. **AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS/OUTSTANDING DEBTS:** The Subrecipient certifies by signing this Agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.
34. **SUSPENSION OF PAYMENTS:** Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of ADECA, or in the event there is an amount owing to any division of ADECA, or an amount owing to the Federal government under any program administered by any division of ADECA that is not received in a reasonable and timely manner.

Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with said grantee until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any division of ADECA that has not arranged a repayment schedule.

35. **DISCLOSURE STATEMENT:** Unless otherwise exempt under § 41-16-82, Code of Alabama 1975, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts, or grant proposals in excess of \$5,000.
36. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, the Alabama Competitive Bid Law (§ 41-16-1 *et seq*, Code of Alabama 1975), the Alabama Public Works Law (§ 39-1-1 *et seq*, Code of Alabama 1975), any State permitting requirements, the Alabama Open Meetings Act (§ 36-25a-1 *et seq*, Code of Alabama 1975), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, *et seq*, Code of Alabama 1975).

For all contracts governed by the Alabama Public Works Law (§ 39-1-1 *et seq*, Code of Alabama 1975) or the Alabama Competitive Bid Law (§ 41-16-1 *et seq*, Code of Alabama 1975), the following shall apply: In compliance with Act 2016-312, the contractor hereby certifies that it is

not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

By signing this Agreement, the 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.

37. AMENDMENTS: The Department or Subrecipient may request Amendments or Modifications to various portions of this Agreement. Such changes must be made in writing and approved by all signatory authorities prior to implementation.
38. ATTACHMENTS: The parties agree that the following described attachments, appended hereto and made a part of this Agreement, shall be considered as binding as any other provisions of this Agreement. These attachments are as follows:

ATTACHMENT	DATE	NUMBER OF PAGES
A: Work to be Performed.	April 1, 2017	1
B: Budget Sheet	April 1, 2017	1
C: Beason-Hammon Compliance	April 1, 2017	1

39. METHOD OF PAYMENT:

- A. Procedures for determining costs that are reasonable and allowable in accordance with the provisions of 2 CFR Part 200 Subpart E.

The Subrecipient will be paid on an advance payment basis provided that it maintains a cash management plan, maintains or demonstrates the willingness and ability to maintain both written procedures to minimize the transfer of funds and their disbursement by the Subrecipient and financial management systems that meet the standards for fund control and accountability in accordance with 2 CFR §200.305. If the advance requested exceeds thirty (30) days, the Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by the Department. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

The Subrecipient will be paid on a reimbursement basis when the above requirements for advances cannot be met, the federal awarding agency has a specific condition per 2 CFR §200.305, or the Subrecipient requests, in writing, payment by reimbursement.

- B. All invoices shall be prepared in the invoice format provided by the Energy Division of the Department and must be accompanied by copies of all pertinent source documentation. The final invoice shall be due no later than thirty (30) days after the termination or expiration of this Agreement.
- C. The Subrecipient should only request advanced funds that will be expended within thirty (30) days. Every attempt to expend advance funds in a timely manner must be made. Any advanced funds not utilized thirty (30) days after receipt must be refunded to the Department. If advanced funds are not expended within the thirty (30) days the Subrecipient may submit a written request along with documentation which explains why

advanced funds were not spent and how and when funds will be spent. If request is denied funds must be returned immediately.

- D. Comparison of actual outlays with budgeted amounts for each grant, and which relate financial information with performance/productivity data, including the production of unit costs information.
- E. Invoicing as closely as possible to the time of making disbursements in accordance with 2 CFR §200.305 (b).
- F. Subrecipients shall promptly remit to the Department interest earned on advances. The Subrecipient may keep interest amounts up to \$500 per year for administrative expense in accordance with 2 CFR §200.305 (b), (9).
- G. All unexpended grant funds shall be returned to the Department as soon as possible after the termination date, but not to exceed thirty (30) days.

40. REPORTS, RECORDS, AND EVALUATIONS:

- A. The Subrecipient shall maintain such records and accounts which provide for:
 - (1) Accurate, current, and complete disclosure of the financial results of each grant program. When the Department requires reporting on an accrual basis, the Subrecipient shall not be required to establish an accrual accounting system, but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.
 - (2) Records that identify adequately the source and application of funds for grant supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
 - (3) Effective control over and accountability for all funds, property, and other assets. Subrecipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes in accordance.
 - (4) Accounting records sufficient to document financial activity under this Agreement to include, but not limited to, a separate ledger for Weatherization receipts and disbursements, time distribution reports by pay periods, payrolls, bids, purchase orders, property inventory records, and a perpetual inventory system for materials, source documents in support of all purchases, and claims for reimbursements.
 - (5) A systematic method to assure timely and appropriate resolutions of audit findings and recommendations.
 - (6) Written contracts for all independent Contractors hired to implement this Agreement. A signed copy of such contracts shall be kept by the Subrecipient for each Contractor.
- B. The Subrecipient agrees that the Department or its agents may carry out monitoring and evaluation activities as often as necessary to meet Program requirements and to maintain Program efficiency. Those visits will include reviews of pertinent documents and personal interviews with Program recipients. The Subrecipient further agrees to ensure the effective cooperation of its staff and board members in such efforts.

- C. The Subrecipient shall make regular financial, program progress, and other reports as requested by the Department or the administrator of the Federal Grantor Agency.
- D. Any and all documents referenced in the "Access to Records" clause above shall be kept for a period of at least three years from the receipt of final payment, or longer if cited in Operations Manual for Weatherization Programs with the exception of the following qualification:

If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

Records for non-expendable property acquired with Federal Funds shall be retained for three years after its final disposition.

When the Subrecipient is notified in writing by the Federal awarding agency, the Department, cognizant agency for audit, or cognizant agency for indirect costs to extend the retention period.

Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

When applicable, all Subrecipients shall comply with the Alabama Competitive Bid Law (§ 41-16-54, Code of Alabama 1975), which requires that all original bids together with all documents pertaining to the award of a contract shall be retained in accordance with a retention period of at least seven years.

41. PROPERTY MANAGEMENT:

- A. No equipment may be purchased with the funds provided by the Department under this Agreement without the prior written approval of the Department. Equipment is defined by 2 CFR 200.33 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equal or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.
- B. The Department shall have the right to determine at the termination or completion of this Agreement or at a later date should the project activities continue to be undertaken by the

Subrecipient, the title, ownership and disposition of all property and materials acquired under this Agreement with funds awarded by the Department.

- C. The Subrecipient shall comply with Property Acquisition and Management Standards of 2 CFR Part 200, as implemented by DOE Rules of Financial Assistance (2 CFR Part 910).

42. CONDITIONS AND ASSURANCES:

A. Subrecipient Compliance

In addition to the terms listed herein, all program and financial management shall be conducted in accordance with 10 CFR, Part 440: "Weatherization Assistance for Low-Income Persons," the "Federal Acquisition Regulation"; Subpart 9.4, "State Plan for Weatherization Assistance for Low-Income Persons for Alabama"; the "Operations Manual for DOE and LIHEAP Weatherization Program"; and with 45 CFR Part 75, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards." The Subrecipient shall also comply with all Department directives and policies governing Subrecipients and Contractors, all of which are hereby incorporated by reference.

B. Subrecipient Legal Authority to Participate

The Subrecipient assures that it possesses the legal authority to participate in this Agreement, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body authorizing participation in this Agreement, including all understandings and assurances contained therein and directing and authorizing the person identified as the Subrecipient's official representative to act in connection with the Agreement and to provide such additional information as may be required.

C. Warrants Against Person and/or Selling Agency

The Subrecipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement for a commission.

D. Site Visits

Authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your Subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

E. Publications

You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

F. Copyrights

If the Agreement results in a book or other copyrightable material, the author is free to copyright the work, but the Federal Grantor reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, all copyrighted material which can be copyrighted resulting from the Agreement.

G. Protections Regarding Applicant Information

- (1) States, Tribes, and their Subawardees, including, but not limited to Subrecipients, Contractors, and Subcontractors that participate in the Weatherization Program are required to treat all requests for information concerning applicants and recipients of LIWAP funds in a manner consistent with the Federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b) (6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.
- (2) A balancing test must be used in applying Exemption (b)(6) in order to determine:
 - (A) whether a significant privacy interest would be invaded;
 - (B) whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and,
 - (C) whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.
- (3) A request for personal information including but not limited to the names, addresses, or income information of LIWAP applicants or recipients would require the State or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.
- (4) Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

H. Relocation Assistance and Real Property Acquisitions

As applicable, the Subrecipient will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and federally Assisted Programs.

I. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Subrecipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Subrecipients facilities, or (ii) any costs which may be incurred by the Subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

J. Historic Preservation

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Subrecipient must contact

the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800.

SHPO contact information is available at the following link: <http://www.nps.gov/nr/shpolist.html>
THPO contact information is available at the following link: <http://www.nathpo.org/map.html>

Section 110(k) of the NHPA applies to HHS funded activities. Subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Subrecipients should be aware that the HHS Contracting Officer will consider the Subrecipient in compliance with Section 106 of the NHPA only after the Subrecipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Subrecipient that it does not object to its Section 106 finding or determination. Subrecipient shall provide a copy of this concurrence to the Contracting Officer.

K. Covenant Against Contingent Fees

The Subrecipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the Department shall have the right to annul this Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

L. Religious Activity Prohibitions

Direct Federal grants, subawards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR 87)

M. Standard Work Specification Requirements

All weatherization work performed with HHS funds by the Subrecipient or any of its contractors must meet the guidelines and specifications outlined in the Standard Work Specifications (SWS) provided by the Department of Energy (DOE) and the National Renewable Energy Laboratory (NREL). The Alabama Weatherization Field Guide will be updated to include specifications and references to the Standard Work Specifications (SWS) and must be adhered to when performing weatherization work. Additional information regarding the Standard Work Specifications can be found at <https://sws.nrel.gov/>. This assurance must be included in all contracts and subcontracts entered into by the Subrecipient and/or any of its contractors/subcontractors.

N. Nondisclosure and Confidentiality Agreement Assurances

By entering into this agreement, the Recipient/Subrecipient attests it does not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

O. Same-Sex Marriage Provisions

In accordance with the decision in the United States v. Windsor (133 S. Ct. 2675 (June 26, 2013); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, Subrecipients must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

IN WITNESS WHEREOF THE DEPARTMENT AND THE SUBRECIPIENT HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW:

**Alabama Department of Economic & Community
Affairs**

Department

Montgomery County Commission

Subrecipient

Maureen E. Neighbors 5/23/17
Maureen E. Neighbors Date
Energy Division Chief

Authorized Official for Subrecipient Date

Kenneth W. Boswell 5/31/17
Kenneth W. Boswell Date
Director

Subrecipient Witness Date

This grant has been reviewed for content, legal form, and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

Claudia Kennedy Smith 5/30/17
Claudia Kennedy Smith Date
General Counsel

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT NO. LIWAP-028-17

ATTACHMENT A

WORK TO BE PERFORMED

April 1, 2017

1. The Subgrantee shall weatherize a minimum of 6 dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subgrantee shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

COUNTY

NUMBER OF UNITS

MONTGOMERY	6

2. If funds remain after the specified number of dwellings have been completed, it is mutually understood that additional dwellings will be weatherized until all available Grant Funds have been utilized.

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT AGREEMENT: LIWAP-028-17

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE/ INCREASE	TOTAL
ADMINISTRATIVE	\$2,677.00		\$2,677.00
PROGRAM OPERATIONS	\$37,691.00		\$37,691.00
HEALTH AND SAFETY	\$11,400.00		\$11,400.00

GRAND TOTAL: \$51,768.00

C E R T I F I C A T I O N

GRANTEE LEGAL

NAME:

MONTGOMERY COUNTY COMMISSION

AGREEMENT NO. LIWAP 028-17

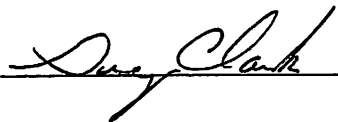
Signature: _____

FEIN NO. 63-6001653

Typed Name: Elton N. Dean, Sr.

DUNS NO. 099839086

Title: Chairman

Signature: 

Typed Name: Greg Clark

Title: Executive Director

This is to certify that the above persons are authorized to sign reports or requests for payment and other legal instruments associated with the grant agreement number referenced above, as submitted to the Alabama Department of Economic and Community Affairs, as part of a condition for the payment of funds to the agency. Any one of the three signatures on this certificate may be accepted.

Board Chairperson (name and signature)

Commissioner Elton N. Dean, Sr.

OFFICIAL SEAL

(if available)

Street Address

P.O. Box 1667

Montgomery, Alabama 36102-1667

Date

MAILING ADDRESS:

Montgomery County Commission

P.O. Box 1667

Montgomery, Alabama 36102-1667

LOCATION OF ENTITY RECEIVING

AWARD:

CARPDC

430 S. Court St.

Montgomery, Alabama 36104

Phone No. 334-262-4300



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM **Montgomery County Commission**

ADDRESS **PO Box 1667**

CITY, STATE, ZIP **Montgomery, AL 36102** TELEPHONE NUMBER **(334) 832-1210**

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD
ADECA-ED

ADDRESS **401 Adams Avenue, PO Box 5690**

CITY, STATE, ZIP **Montgomery, AL 36103-5690** TELEPHONE NUMBER **(334) 262-5365**

This form is provided with:

☒ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☒ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☒ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

State of Alabama)
County of Montgomery)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT
(ACT 2011-535, as amended by ACT 2012-491)

DATE: June 22, 2016

RE Contract/Grant/Incentive (describe by number or subject):

Weatherization Assistance Program – Grant No. LIWAP 028-17 by and between
Montgomery County Commission (MCC) (Contractor/Grantee) and
State of Alabama (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of Chairman with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

X (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

 (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20 17.

Montgomery County Commission

Name of Contractor/Grantee/Recipient

By: _____

Its Chairman

The above Certification was signed in my presence by the person whose name appears above, on
this _____ day of _____ 20 17.

WITNESS: _____

Printed Name of Witness

RESOLUTION

BE IT RESOLVED, that the Montgomery County Commission ("MCC") does hereby adopt the following Resolution:

1. That the MCC does hereby recognize that the Industrial Development Board of the City of Montgomery ("IDB") is a volunteer nonprofit corporation whose members are appointed by The City of Montgomery ("CITY") and the MCC. The appointed members of the IDB receive no compensation for their volunteer services.

2. The IDB works with the CITY and the MCC along with the Montgomery Area Chamber of Commerce to attract and locate industrial projects in Montgomery County.

3. The IDB receives no taxpayer funds from the CITY or the MCC, but by resolution with the CITY and COUNTY, receives and depends solely on fees charged by the IDB and paid by the various industries presently located in or locating in the future in Montgomery County, which includes industries located in the CITY limits and the CITY and COUNTY Police Jurisdiction ("PJ").

4. To include industries located in the PJ and in order to expedite the approval of various tax abatements created by the laws of the State of Alabama, the MCC agrees to:

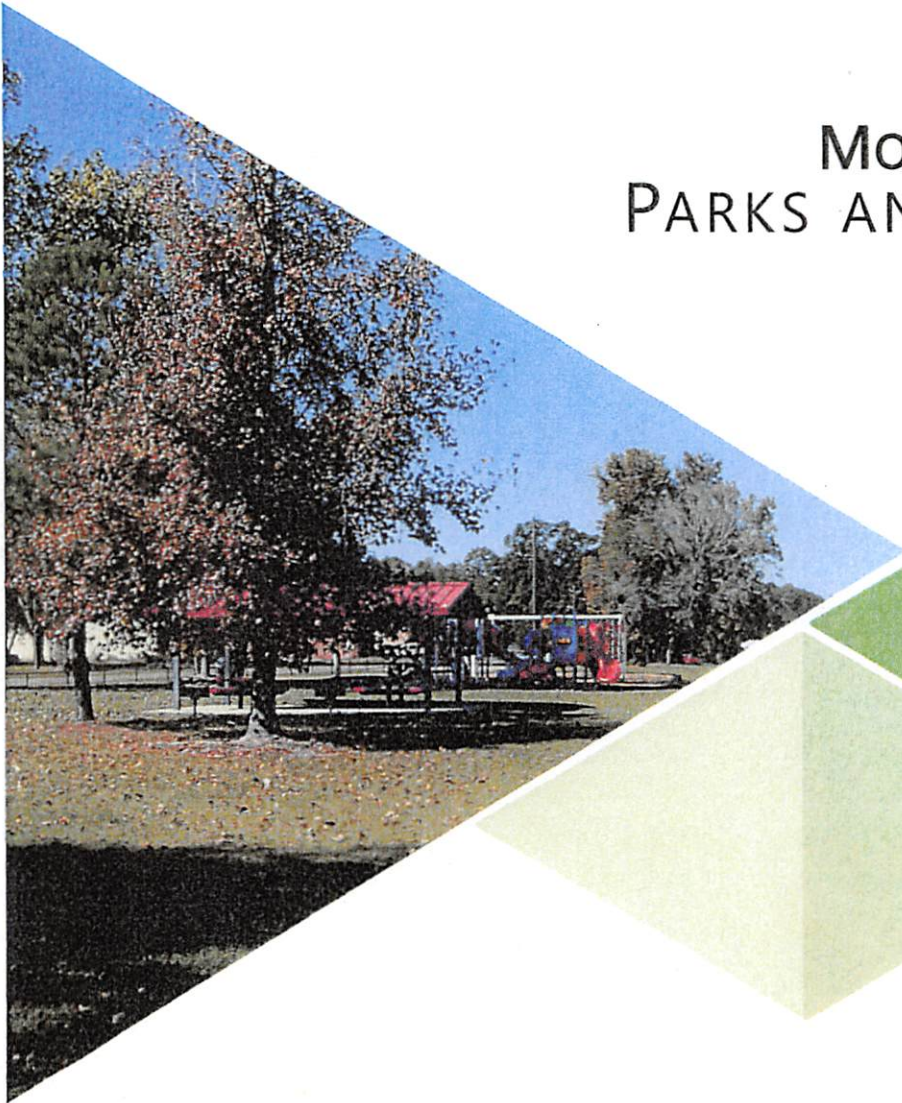
- (a) Grant the authority to approve the applications for said tax abatements by the IDB to include abatements in the PJ;
- (b) The IDB to forward approved tax abatement applications to the Revenue Department of the State of Alabama for final approval;
- (c) The IDB to forward approved tax abatements applications to the MCC;
and
- (d) To limit the tax abatements to up to 10 years under the applicable laws governing said tax abatements, unless IDB receives additional approval from MCC for tax abatements for more than 10 years.

WHEREFORE BE IT RESOLVED, that the above terms of this Resolution be hereby adopted on this the 10th day of July, 2017.

ELTON N. DEAN, SR.
CHAIRMAN
MONTGOMERY COUNTY COMMISSION

MONTGOMERY COUNTY PARKS AND RECREATION

COUNTY PARK DEMOGRAPHIC PROFILES



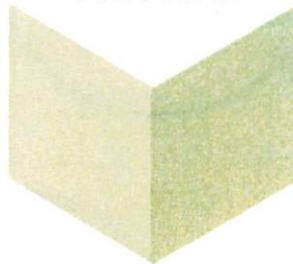
Prepared by:
CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION



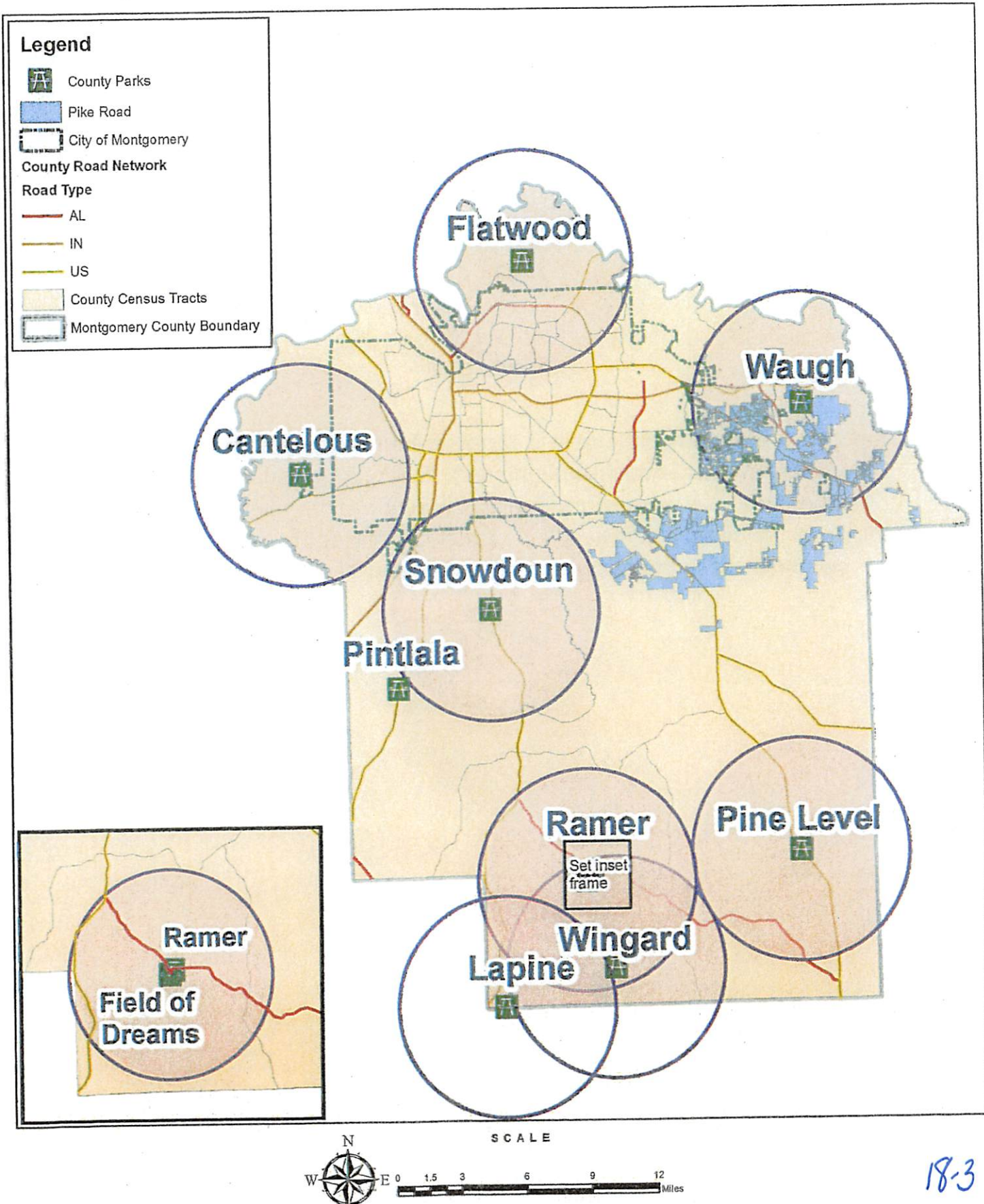
FOREWORD

The data presented in this profile is based on information provided by the U.S. Census Bureau's 2015 American Community Survey. Figures for each park were projected at the census tract level as this data was the most recent and consistent. The designated five (5) mile buffer of a few of the parks fell within the perimeters of surrounding tracts, thus, the statistics are approximated.

June 2017

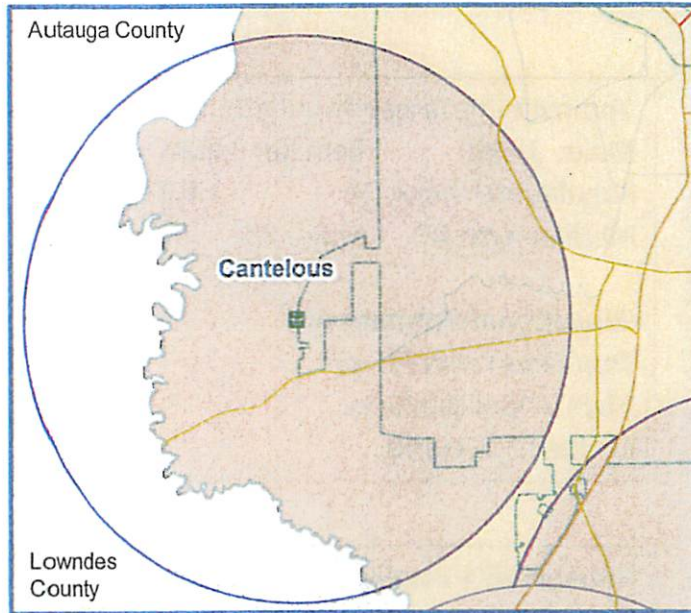


Montgomery County Parks & Five-Mile Service Areas



Catoma (Cantelous) Park

Montgomery, AL



Catoma Park was constructed in 2007. The 2-acre park was built with County General funds.

Park Amenities

- ¼ Mile Walking Trail
- Playground
- Park Benches
- Grills
- Picnic Tables
- Pavilion

Approximate Target Population: 14,589
 Male: 7,037 Female: 7,552
 Population Under 19: 3,642 (28.3%)
 Median Age: 39 Male: 35 Female: 41

Educational Attainment

Population over 25 w/
 High School Diploma: 7,215
 Bachelor's Degree: 1,458

Household + Family Composition

No. of Housing Units: 6,148
 No. of Households: 5,362
 Average Household Size: 2.76
 Households with
 children under 18: 1,319
 No. of Families: 3,908
 Average Family Size: 3.26

Income

Median Household Income: \$36,759
 Median Family Income: \$42,865

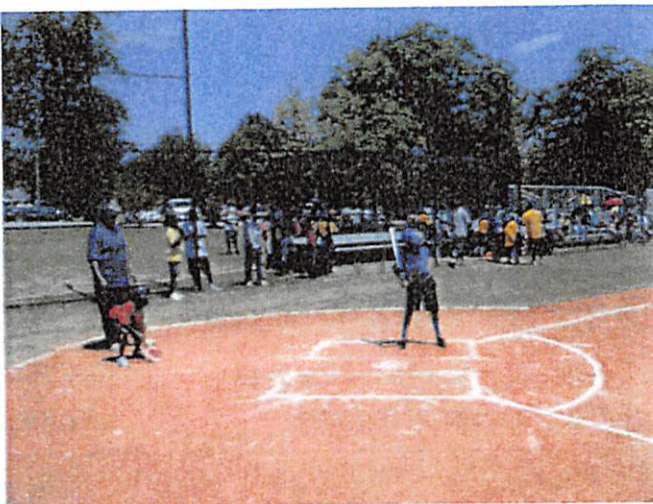
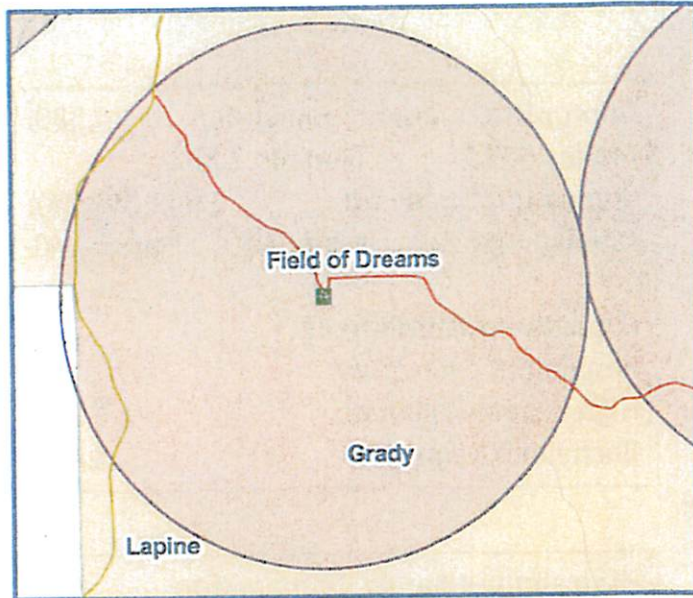
Area Occupation Composition

Management, Business,
 Science + Arts Occupations: 1,302
 Service Occupations: 1,303
 Sales + Office Occupations: 1,154
 Natural Resources, Construction,
 + Maintenance Occupations: 531
 Production, Transportation,
 + Material Moving Occupations: 1,172

18-4
1

Field of Dreams

Ramer, AL



Field of Dreams was constructed in 2007.

Park Amenities

Dugout
Back Stop
Concession Stand
Score Board
Bleachers

Visitors to this park also have access to Ramer Park, that is located within walking distance of the ball field.

Approximate Target Population: 7,167
Male: 3,333 Female: 3,834
Population Under 19: 1,473 (20.5%)
Median Age: 48 Male: 48 Female: 48

Educational Attainment

Population over 25 w/
High School Diploma: 4,302
Bachelor's Degree: 1,452

Household + Family Composition

No. of Housing Units: 3,585
No. of Households: 3,062
Average Household Size: 2.29
Households with children under 18: 649
No. of Families: 2,185
Average Family Size: 3.26

Income

Median Household Income: \$51,525
Median Family Income: \$60,488

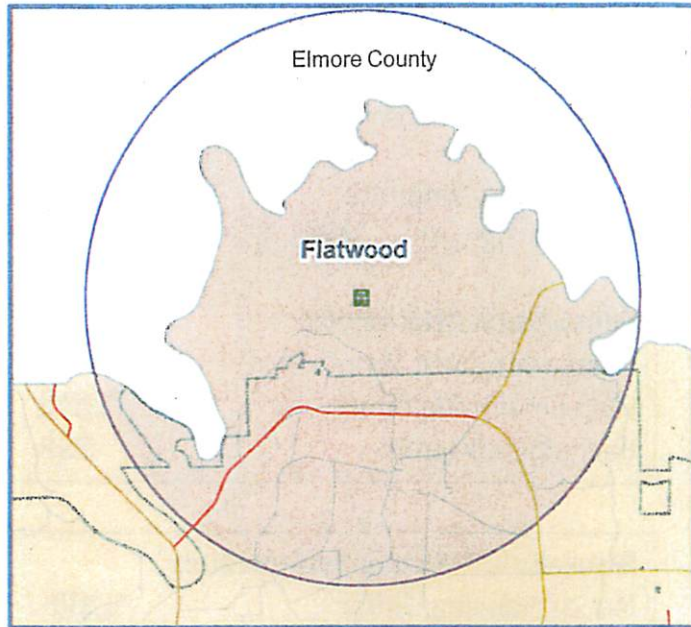
Area Occupation Composition

Management, Business, Science + Arts Occupations: 1,249
Service Occupations: 487
Sales + Office Occupations: 687
Natural Resources, Construction, + Maintenance Occupations: 258
Production, Transportation, + Material Moving Occupations: 588

18.5
2

Flatwood Park

Montgomery, AL



Flatwood Park and Community Center was constructed in 1998. The 4+ acre park was built with County General funds.

Park Amenities

Playground	Pavilion
Ball Field	Park Benches
Basketball Court	Grills
¼ Mile Fenced Walking Trail	Picnic Tables
	Parking

Approximate Target Population: 62,549
 Male: 30,357 Female: 32,192
 Population Under 19: 17,167 (27.4%)
 Median Age: 36 Male: 34 Female: 38

Educational Attainment

Population over 25 w/
 High School Diploma: 34,750
 Bachelor's Degree: 10,737

Household + Family Composition

No. of Housing Units: 28,593
 No. of Households: 24,904
 Average Household Size: 2.47
 Households with children under 18: 7,132
 No. of Families: 15,773
 Average Family Size: 3.15

Income

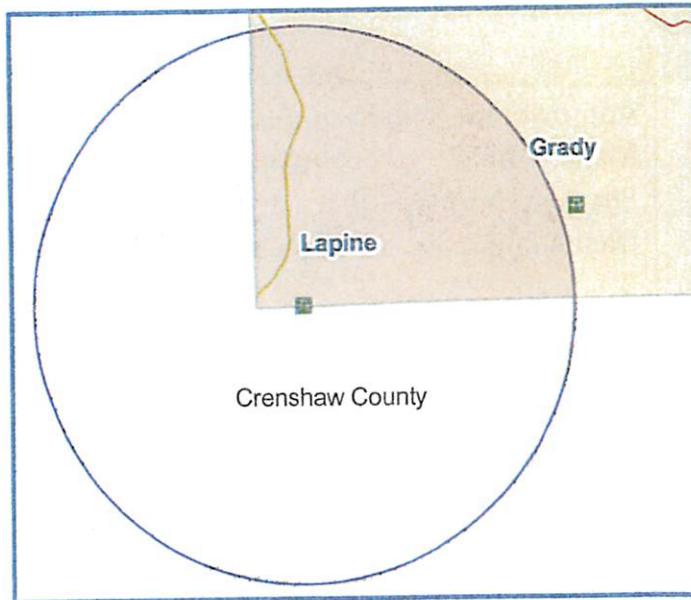
Median Household Income: \$41,941
 Median Family Income: \$48,538

Area Occupation Composition

Management, Business, Science + Arts Occupations: 9,240
 Service Occupations: 5,008
 Sales + Office Occupations: 7,019
 Natural Resources, Construction, + Maintenance Occupations: 2,277
 Production, Transportation, + Material Moving Occupations: 3,578

Lapine-Wayne Enzor Park

LaPine, AL



Wayne Enzor Park was constructed approximately 1998. The 3-acre park was built with County General funds.

Park Amenities

- ¼ Mile Walking Trail
- Playground
- Park Benches
- Grills
- Picnic Tables
- Pavilion
- Exercise Stations

Approximate Target Population: 2,276
 Male: 943 Female: 1,333
 Population Under 19: 398 (17.5%)
 Median Age: 49 Male: 47 Female: 51

Educational Attainment

Population over 25 w/
 High School Diploma: 1,171
 Bachelor's Degree: 253

Household + Family Composition

No. of Housing Units: 1,159
 No. of Households: 1,001
 Average Household Size: 2.27
 Households with children under 18: 114
 No. of Families: 679
 Average Family Size: 2.73

Income

Median Household Income: \$37,741
 Median Family Income: \$38,984

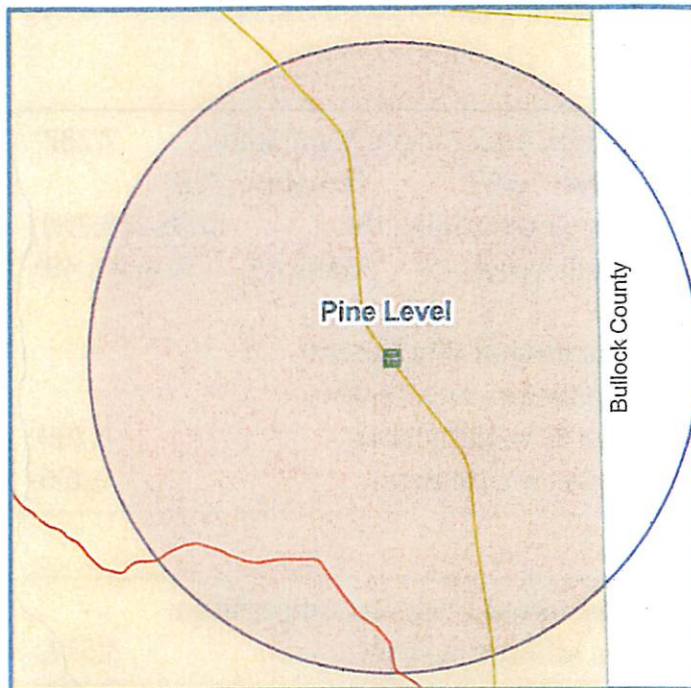
Area Occupation Composition

Management, Business, Science + Arts Occupations: 182
 Service Occupations: 131
 Sales + Office Occupations: 187
 Natural Resources, Construction, + Maintenance Occupations: 58
 Production, Transportation, + Material Moving Occupations: 278

18.7
4

Pine Level Park

Pine Level, AL



Pine Level Park was constructed in 2000. The 10-acre park was built with Recreational Trails Program funds.

Park Amenities

- ¼ Mile Walking Trail
- Park Benches
- Pavilion
- Picnic Tables
- Grills

Approximate Target Population: 1,428
 Male: 697 Female: 731
 Population Under 19: 241 (16.8%)
 Median Age: 51 Male: 51 Female: 50

Educational Attainment

Population over 25 w/
 High School Diploma: 808
 Bachelor's Degree: 119

Household + Family Composition

No. of Housing Units: 839
 No. of Households: 671
 Average Household Size: 2.13
 Households with
 children under 18: 123
 No. of Families: 427
 Average Family Size: 2.72

Income

Median Household Income: \$33,950
 Median Family Income: \$45,625

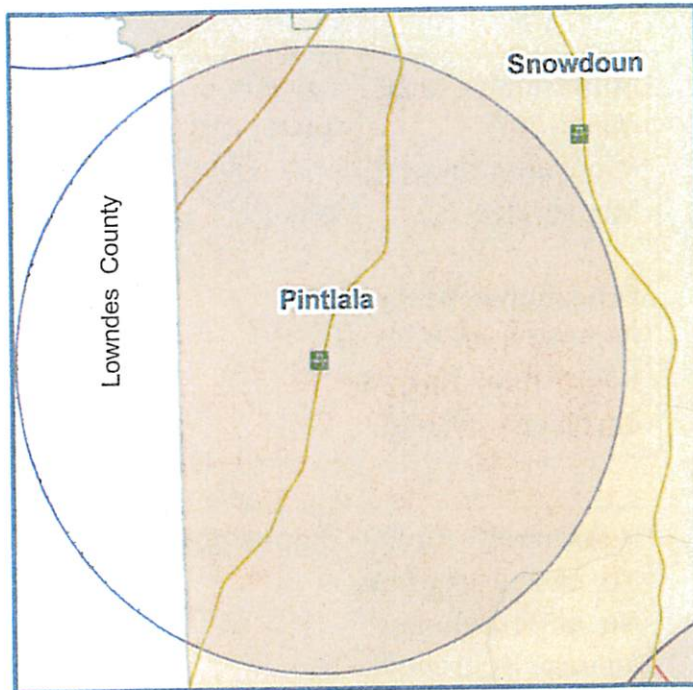
Area Occupation Composition

Management, Business,
 Science + Arts Occupations: 124
 Service Occupations: 82
 Sales + Office Occupations: 176
 Natural Resources, Construction,
 + Maintenance Occupations: 100
 Production, Transportation,
 + Material Moving Occupations: 151

188
5

Pintlala Park

Pintlala, AL



Pintlala Park was constructed in 2007. The 2.5-acre park was built with Recreational Trail Program funds.

Park Amenities

¼ Mile Walking Trail
Park Benches

Approximate Target Population: 7,282
Male: 3,463 Female: 3,819
Population Under 19: 1,508 (28.3%)
Median Age: 48 Male: 45 Female: 49

Educational Attainment

Population over 25 w/
High School Diploma: 4,209
Bachelor's Degree: 1,036

Household + Family Composition

No. of Housing Units: 3,511
No. of Households: 3,207
Average Household Size: 2.37
Households with
children under 18: 471
No. of Families: 2,168
Average Family Size: 2.81

Income

Median Household Income: \$45,555
Median Family Income: \$54,269

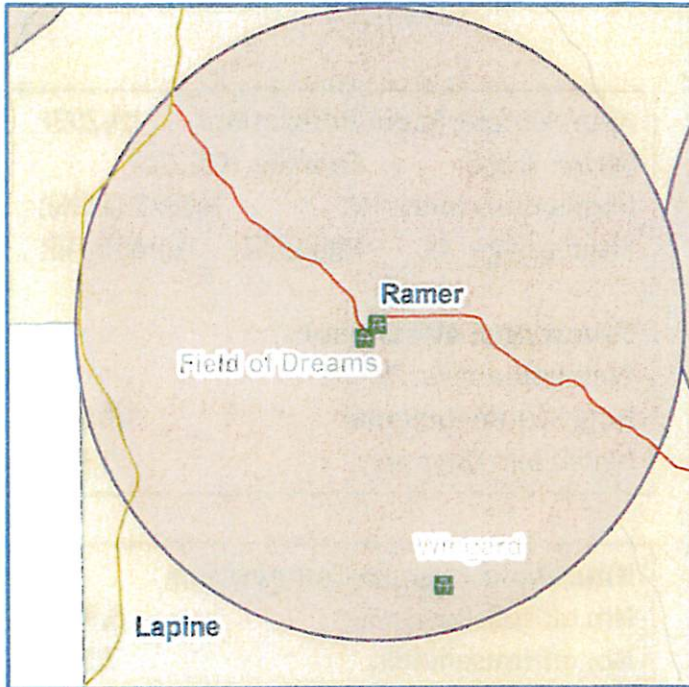
Area Occupation Composition

Management, Business,
Science + Arts Occupations: 906
Service Occupations: 461
Sales + Office Occupations: 646
Natural Resources, Construction,
+ Maintenance Occupations: 335
Production, Transportation,
+ Material Moving Occupations: 763

18-9 6

Ramer Park

Ramer, AL



Ramer Park was constructed in 1995. The 2.5-acre park was built with County General funds.

Park Amenities

- Playground
- Park Benches
- Grills
- Picnic Tables
- ¼ Mile Walking Trail
- Pavilion

Approximate Target Population: 7,167
 Male: 3,333 Female: 3,834
 Population Under 19: 1,473 (20.5%)
 Median Age: 48 Male: 48 Female: 48

Educational Attainment

Population over 25 w/
 High School Diploma: 4,302
 Bachelor's Degree: 1,452

Household + Family Composition

No. of Housing Units: 3,585
 No. of Households: 3,062
 Average Household Size: 2.29
 Households with children under 18: 649
 No. of Families: 2,185
 Average Family Size: 3.26

Income

Median Household Income: \$51,525
 Median Family Income: \$60,488

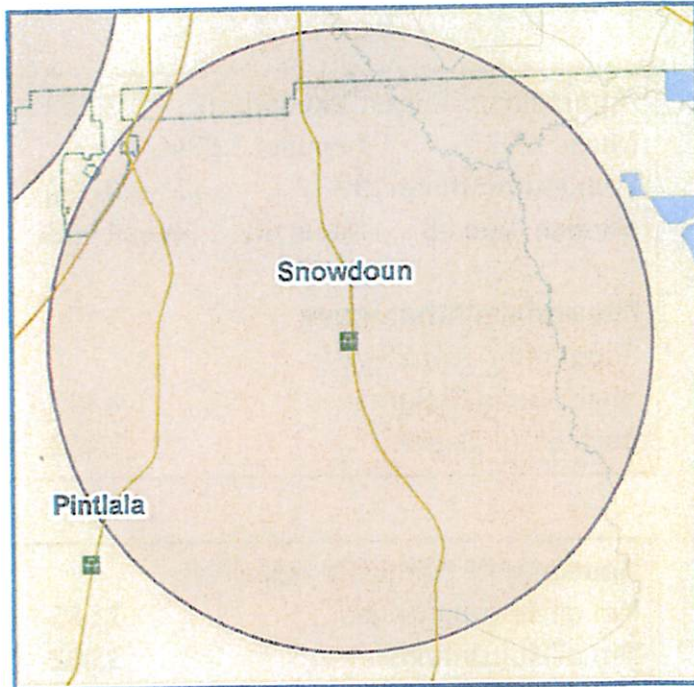
Area Occupation Composition

Management, Business, Science + Arts Occupations: 1,249
 Service Occupations: 487
 Sales + Office Occupations: 687
 Natural Resources, Construction, + Maintenance Occupations: 258
 Production, Transportation, + Material Moving Occupations: 588

1810 7

Snowdown Park

Snowdown, AL



Snowdown Park was constructed in summer 2008. The 7.42-acre park was funded by Recreational Trail Program funds.

Park Amenities

½ Mile Walking Trail	Pavilion
Playground	Life Fitness Stations
Park Benches	Restrooms
Grills	
Picnic Tables	

Approximate Target Population: 19,259
 Male: 9,085 Female: 10,174
 Population Under 19: 34,821 (25%)
 Median Age: 41 Male: 37 Female: 43

Educational Attainment

Population over 25 w/
 High School Diploma: 10,841
 Bachelor's Degree: 2,912

Household + Family Composition

No. of Housing Units: 5,995
 No. of Households: 7,545
 Average Household Size: 2.54
 Households with
 children under 18: 1,842
 No. of Families: 5,430
 Average Family Size: 3.06

Income

Median Household Income: \$53,013
 Median Family Income: \$61,751

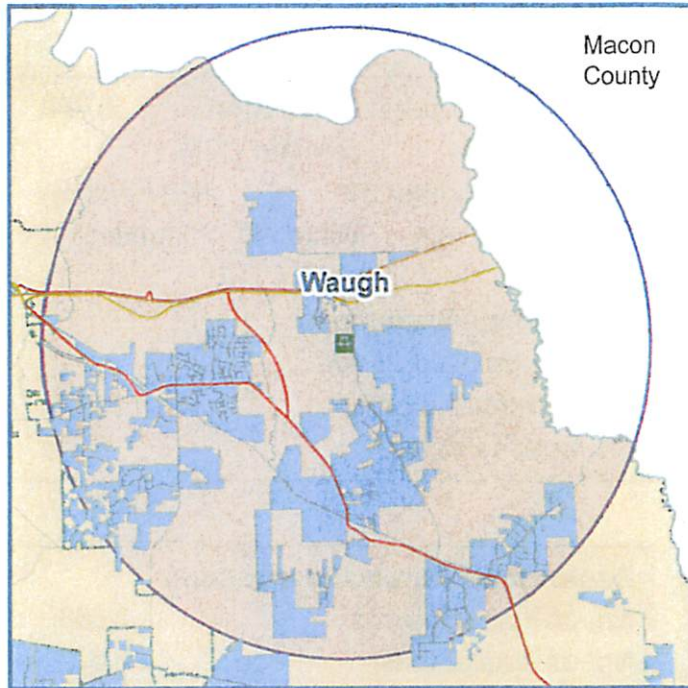
Area Occupation Composition

Management, Business,
 Science + Arts Occupations: 2,547
 Service Occupations: 2,079
 Sales + Office Occupations: 1,712
 Natural Resources, Construction,
 + Maintenance Occupations: 524
 Production, Transportation,
 + Material Moving Occupations: 1,682

18-11 8

Waugh Park

Waugh, AL



Waugh Park was constructed in 2005. The 2-acre park was built with Land and Water Conservation funds.

Park Amenities

- ¼ Mile Walking Trail
- Playground
- Park Benches
- Grills
- Picnic Tables
- Pavilion

Approximate Target Population: 36,943
 Male: 17,971 Female: 18,972
 Population Under 19: 10,149 (27.5%)
 Median Age: 40 Male: 39 Female: 41

Educational Attainment

Population over 25 w/
 High School Diploma: 23,795
 Bachelor's Degree: 13,372

Household + Family Composition

No. of Housing Units: 15,040
 No. of Households: 14,077
 Average Household Size: 2.59
 Households with
 children under 18: 4,870
 No. of Families: 10,516
 Average Family Size: 3.00

Income

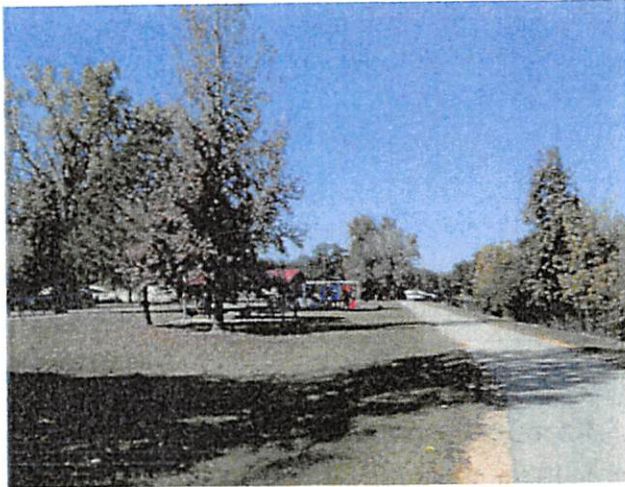
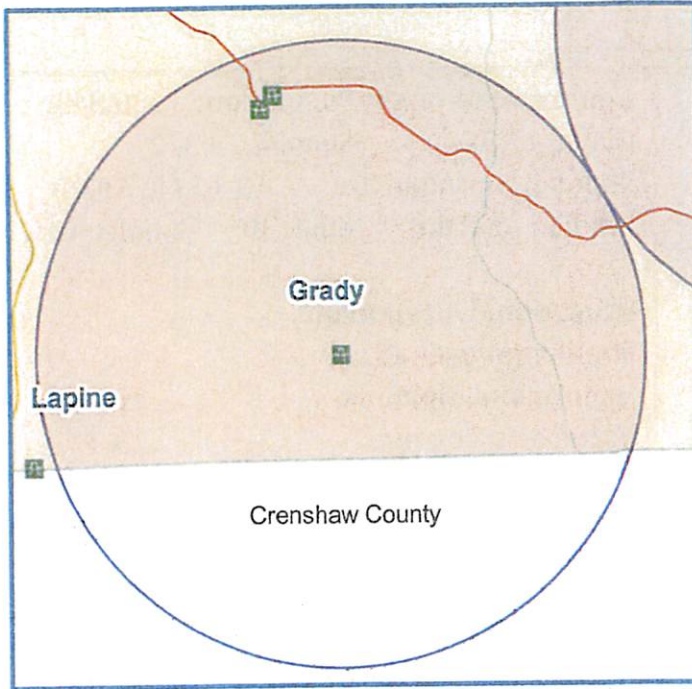
Median Household Income: \$84,053
 Median Family Income: \$96,473

Area Occupation Composition

Management, Business,
 Science + Arts Occupations: 10,292
 Service Occupations: 1,752
 Sales + Office Occupations: 3,589
 Natural Resources, Construction,
 + Maintenance Occupations: 648
 Production, Transportation,
 + Material Moving Occupations: 1,443

Wingard Park

Grady, AL



Wingard Park was constructed in 2003. The 2-acre park was built with Land and Water Conservation Funds.

Park Amenities

- ¼ Mile Walking Trail
- Playground
- Park Benches
- Grills
- Picnic Tables
- Pavilion

Approximate Target Population: 3,704
 Male: 1,640 Female: 2,064
 Population Under 19: 659 (17.8%)
 Median Age: 50 Male: 49 Female: 51

Educational Attainment

Population over 25 w/
 High School Diploma: 1,979
 Bachelor's Degree: 372

Household + Family Composition

No. of Housing Units: 1,998
 No. of Households: 1,672
 Average Household Size: 2.2
 Households with
 children under 18: 237
 No. of Families: 1,106
 Average Family Size: 2.73

Income

Median Household Income: \$35,846
 Median Family Income: \$42,305

Area Occupation Composition

Management, Business,
 Science + Arts Occupations: 306
 Service Occupations: 213
 Sales + Office Occupations: 363
 Natural Resources, Construction,
 + Maintenance Occupations: 158
 Production, Transportation,
 + Material Moving Occupations: 429

18-13 10

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
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DEPUTY ADMINISTRATOR
334.832.1210
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AGENDA

JUL 10 2017

July 10, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims **DLM**
County Administrator

SUBJECT: South Montgomery County Academy Property

Recently, we became aware of an opportunity to purchase the land and facilities of the South Montgomery County Academy. The facilities include a gymnasium, classrooms, kitchen & lunchroom building, a separate classroom building, an office building, weight rooms, along with a lighted football field, lighted baseball field and lighted softball field.

Currently, the property appraises for in excess of \$1.3 million, of which they are paying property taxes. After attending two community meetings in Grady regarding this property, the following uses have been proposed:

1. Youth Recreation Program Facility
2. Senior Citizen Program (Feeding)
3. A Healthcare Clinic
4. A Sheriff's Substation Office
5. A Head Start Center
6. GED & Vocational Training Program
7. A Church League Ball Program

Contained in the Thursday Memo is a proposed Purchase and Sale Agreement for the acquisition of this property at a total cost of \$120,000. Commissioner Singleton will be discussing this land acquisition during today's meeting.

DLM/tn

19-1

AGENDA

JUL 10 2017

Alabama's Open Meetings Law



A Primer for Counties

ALABAMA'S OPEN MEETINGS LAW

A PRIMER FOR COUNTIES

Section 1 – Meetings and Deliberation

Section 2 – Notice and Procedural Requirements

Section 3 – Executive Sessions

Section 4 – Enforcement of the Open Meetings Law

Section 5 – The Open Meetings Law
-- *Ala. Code § 36-25A-1 et seq.*

Section 6 – County Commission Notice Requirements
-- *Ala. Code § 11-3-8*

Section 1

Meetings and Deliberation under Alabama's Open Meetings Law

MEETINGS AND DELIBERATION UNDER ALABAMA'S OPEN MEETINGS LAW

Alabama's Open Meetings Law, found at *Ala. Code § 36-25A-1 et seq.*, was originally enacted in 2005 to bring some clarification to an almost century-long debate between public officials and the news media. (See, *Act 2005-40*). Alabama's prior open meetings law, which was repealed effective October 1, 2005, had no definition of "meeting." Because there had been no direct legal pronouncement regarding what is and what is not a meeting, public officials and the news media clashed when trying to determine whether informal "gatherings" of public officials constitute "meetings" and, therefore, must conform to the requirements of the open meetings act.

The law originally passed in 2005 was amended for the first time in 2015 (*Act 2015-240*). The technical amendments passed in 2015 clarify that the law applies to committees and subcommittees, specifically prohibits "serial meetings", and revises the enforcement section to ensure that penalties are assessed where there are violations of the law.

The Open Meetings Law recognizes that there are a variety of circumstances during which public officials may "deliberate" on the public's business. The law also goes to great length to ensure that all such occasions are open to the public and are conducted ONLY after the body has provided notice to the public. The opening section of Alabama's Open Meetings Law (*Ala. Code § 36-25A-1*) states:

"It is the policy of this state that the deliberative process of governmental bodies shall be open to the public during meetings as defined in Section 36-25A-2(6) of this act. Except for executive sessions permitted in Section 36-25A-7(a) of this act or as otherwise expressly provided by other federal or state statutes, all meetings of a governmental body shall be open to the public and no meetings of a governmental body may be held without providing notice pursuant to the requirements of Section 36-25A-3. No executive sessions are required by this act to be held under any circumstances. Serial meeting or electronic communications shall not be utilized to circumvent any of the provisions of this chapter." (Emphasis added)

While the prior law was written very broadly, the existing statute, which took effect October 1, 2005, includes very detailed rules governing every aspect of a meeting conducted by governmental bodies in Alabama. The law includes important definitions to assist in understanding how its provisions should be applied, but it is essential that public officials recognize that the definitions utilized in this law apply ONLY to this law. For example, a "gathering" of county commissioners may be a "meeting" as defined in and for the purposes of the Open Meetings Law. However, that does not mean the county commission can conduct public "business" at such a gathering.

The law also prohibits the utilization of "electronic communications" to "circumvent any of the provisions" of the law. See, *Ala. Code* § 36-25A-1. Therefore, efforts by public officials to use the telephone, e-mail or even internet chat rooms to avoid compliance with the law will constitute a violation and will likely gain statewide media attention and criticism. And pursuant to the amendments to the law passed in 2015 (*Act 2015-340*), *Ala. Code* § 36-25A-1 now also specifically prohibits use of "serial meetings" to circumvent any provision of the law.

WHAT IS A "MEETING"?

For the purposes of the Open Meetings Law, there are four separate circumstances which will constitute a meeting of the county commission (or a committee or subcommittee of the commission). Once any one of these conditions is met and the existence of a meeting is established, the county commission is required to comply with the provisions of the act – including the posting of notice.

1. A pre-arranged gathering of a quorum of the commission required by law;
 - This will be the "regular" county commission meeting
2. A pre-arranged gathering of a quorum of the commission where the body is authorized by law to exercise its powers;
 - This will be any special or emergency meeting called under the procedures set out in *Ala. Code* § 11-3-8
 - This section could also apply to the administrative or agenda-setting meeting, if the county commission routinely takes action during these meetings. Otherwise, these administrative meetings are more likely to fall under category 3 as explained below.
3. Any other gathering of a quorum of the commission (whether or not it was pre-arranged) where the body will deliberate on specific matters that, at the time of the exchange, the participating members expect to come before the full governmental body at a later date.
 - This will be any administrative or agenda-setting meeting at which the body does not take action but only deliberates the agenda for the upcoming regular commission meeting.
 - This will also be any informal session or occasion during which commissioners deliberate how they will vote on a specific issue that they expect to be addressed at a meeting of the body

4. A gathering of a quorum of a committee or subcommittee of the governmental body (whether or not it was prearranged) where the members will deliberate specific matters that, at the time of the exchange, the participating members expect to come before the full governmental body, committee, or subcommittee at a later date.

* Ala. Code § 36-25A-2(6)b specifically provides that a meeting is **not** any of the following

- Social or other gatherings attended by a quorum of the body provided the members do not deliberate on matters the members believe the body will act on later
- Conventions, conferences, media events, and trainings attended by a quorum of the body provided the members do not deliberate on matters the members believe the body will act on later
- Gatherings for on-site inspections or meeting with applicants for economic incentives or assistance as long as there is not deliberation
- Gatherings of a quorum to meet with state or federal officials, such as legislators and state agency heads
- Gatherings to discuss economic, industrial, or commercial prospects or incentives that do not include conclusions or final action
- Gatherings of a quorum to meet with state or federal officials, such as legislators and state agency heads

* • Gatherings of less than a quorum

The Open Meetings Law as amended in 2015 specifically prohibits the use of "serial meetings" to circumvent the law. See, Ala. Code § 36-25A-1. "Serial meetings" are defined in Ala. Code § 36-25A-2(13)a as a series of gatherings of two or more members of a governmental body where all of the following applies:

- There is less than a quorum of the body present at each individual gathering and at least one member attends one or more other gatherings in the series
- The total number of members attending two or more of the series of gatherings collectively constitutes a quorum
- There is no notice or opportunity for the public to attend as provided in the law

- The participating members deliberate specific matters they expect to come before the body at a later date
- The series of gatherings was held for the purpose of circumventing the law
- At least one of the gatherings in the series occurs within seven calendar days of a vote on any of the matters deliberated

Under *Ala. Code § 36-25A-2(13)b*, "gatherings" are not considered serial meetings if:

- There is no deliberation, or
- The sole purpose of the gathering was to exchange background and education information with members on specific issues, or
- The gatherings are related to a search to fill a position for persons required to file a Statement of Economic Interests until the search has been narrowed to three or fewer persons under consideration, or
- The gatherings only involve a single member of a governmental body

It is important to note that in order to meet the statutory definition of "serial meeting" set out in the Open Meetings Law, the series of gatherings must be held for the purpose of circumventing the law. This will likely be a high standard of proof for those alleging that members of a governmental body held serial meetings in violation of the law.

The question of "deliberation" is the key to determining whether or not a "gathering" of the body becomes a "meeting" of the body. It is the clear intent of the law to draw a distinction between those occasions when members of the body gather to discuss matters and those occasions when the members of the body gather and "deliberate" on matters that are expected to come before the body for action at a future date.

Should members of a public body begin "deliberation" during these information gatherings, the gatherings will (by operation of law) become "meetings" for the purpose of this law. When such deliberation begins, the public officials involved will have committed a violation of the open meetings law if no "notice" of the meeting was given by the governing body. Because the members of the commission do not intend these informal gatherings to be actual "meetings" for the purpose of taking votes on public matters, there will be no "notice" of the time and place of the informal gathering. Without this notice, the members who move from discussion to "deliberation" will have committed an easy-to-prove violation of the new statute.

WHAT IS "DELIBERATION"?

Because the issue of "deliberation" is at the heart of determining when social or other "gatherings" turn into "meetings", it is important to closely examine the definition of "deliberation" found in *Ala. Code § 36-25A-2(1)*:

"An exchange of information or ideas among a quorum of members of a subcommittee, committee, or full governmental body intended to arrive at or influence a decision as to how any members of the subcommittee, committee, or full governmental body should vote on a specific matter that, at the time of the exchange, the participating members expect to come before the subcommittee, committee, or full body immediately following the discussion or at a later time." (Emphasis added)

Deliberation does *not* include every conversation between members of the county commission regarding an issue which may or may not come before the body. Deliberation takes place when a number of members of the body constituting a quorum exchange information on how they intend to vote on a specific matter, and/or the appropriate action to take on a specific issue that is expected to come before the body.

County officials must be careful in their communication to ensure that, when a quorum is present, they do not "exchange" information about how they intend to vote or that they do not "exchange" information intended to influence how another member of the body will vote. The determination of whether or not "deliberation" has occurred will, in the end, be a decision which can only be made by a judge. However, county officials should be careful and avoid the obvious situations in which they are being asked how they will vote on a specific matter.

WHAT IS A "QUORUM"?

A "meeting" (as defined in this act) that results from the act of "deliberation" between members of a public body can occur only when a quorum of the body is involved. The act includes its own definition of a quorum at *Ala. Code § 36-25A-2(12)*:

"Unless otherwise provided by law, a "quorum" is a majority of the voting members of a governmental body. Except where a governmental body is prohibited from holding a non-emergency meeting as defined in subdivision (6)a.1. between the date of election of members and the date such members take office, any person elected to serve on a governmental body shall be counted in the determination of whether a quorum of that governmental body is present, except for any meeting as defined in subdivisions 2(6)a.1. and 2., beginning on the date of certification of the results of the general election. In the case of appointment to a governmental body, any person shall be counted in the determination of

whether a quorum of that governmental body is present, except for any meeting as defined in subdivisions 2(6)a.1. and 2., from the date that the appointment is made or issued whether or not the appointment is effective on that date." (Emphasis added)

In most circumstances, a quorum of a county commission as defined under the Open Meetings Law will be the number of members representing a quorum of the commission. Commissions which include the Judge of Probate or county-wide elected chairman as the presiding officer, should include such presiding officer in the number of commission members when determining the number of persons necessary to constitute a quorum for the purposes of this law.

The definition of quorum also establishes a procedure that includes persons who have been elected or appointed to public positions but have not yet taken office. County commissions are exempted from this requirement, but other public bodies associated with county government are not exempted. For example, this provision would mean that persons who have been elected to the local school board but have not yet taken office cannot "deliberate" with other members of the body or others who have been elected to the school board without triggering the open meeting statute.

WHAT IS A "GOVERNMENTAL BODY"?

The act says governmental bodies must comply with the open meeting requirements. Although county commissions and their committees and sub-committees are included within this definition found in *Ala. Code § 36-25A-2(4)*, members of other local groups should review the definition closely to determine whether or not the group is a "governmental body" and therefore subject to the act:

All boards, bodies, and commissions of the executive and legislative departments of the state or its political subdivisions or municipalities which expend or appropriate public funds; all multimember governing bodies of departments, agencies, institutions, and instrumentalities of the executive and legislative departments of the state or its political subdivisions or municipalities, including, without limitation, all corporations and other instrumentalities whose governing boards are comprised of a majority of members who are appointed or elected by the state or its political subdivisions, counties or municipalities; and all quasi-judicial bodies of the executive and legislative departments of the state and all standing, special, or advisory committees or subcommittees of, or appointed by, the body. The term "governmental body" does not include any of the following:

- a. Legislative party caucuses or coalitions.

b. Alabama appellate or trial courts, except as required by the constitution of this state or any body governed by rules of the Alabama Supreme Court.

c. Voluntary membership associations comprised of public employees, retirees, counties, municipalities, or their instrumentalities which have not been delegated any legislative or executive functions by the Legislature or Governor.

It is also important to note that, pursuant to *Ala. Code § 36-25A-11*, any boards or commissions which are exempt from the old open meetings law are also exempt from the current law. This means that solid waste authorities are exempt under *Ala. Code § 11-89A-6* and health care authorities are exempt under *Ala. Code § 22-21-316*. There may be other bodies to which this exemption applies.

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, July 24, 2017, at 8:00 in the morning.



Administrator



Chairman