

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

DECEMBER 4, 2017

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:07 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees and items on the agenda.

DISCUSSION BY THE COMMISSION

Chairman Dean requested a \$2,000 miscellaneous appropriation from his account to Kappa Alpha Psi Guide Right Foundation of Montgomery, Inc., for Guide Right Programs for elementary, middle, and senior high school students.

Commissioner Singleton requested a \$250 miscellaneous appropriation from his account to the Montgomery Area Chamber of Commerce, for the promotion of minority- owned businesses located in the west side of Montgomery, for The Lacey-Boyd Annual New Year's Day Parade.

Commissioner Harris requested a \$2,500 miscellaneous appropriation from his account to the Montgomery YMCA, for Bell Road YMCA Branch, for Montgomery Fire AAU basketball program.

Commissioner Harris requested a \$1,000 miscellaneous appropriation from his account to The Alabama World Affairs Council, for educational programs.

Commissioner Sankey requested a \$500 miscellaneous appropriation from his account to the Bad Boys Boxing Gymnasium, Inc., for operational expenses.

Commissioner Sankey requested a \$500 miscellaneous appropriation from his account to the Trenholm Tech Foundation, Inc., for operational expenses.

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

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims stated that the Commission meeting on December 18, 2017 will be held at Weeping Willow Baptist Church, 2925 Forbes Road, Montgomery, AL. The information session will begin at 5:00 p.m., followed by the formal session at 6:30 p.m.

Administrator Mims reminded the Commission that he presented his Performance Evaluation to them on October 10, 2017, and that only two Commissioners have completed the evaluation. He asked them to complete the evaluation as soon as possible and present it to Personnel.

PRESENTATION BY MANAGING DIRECTOR MIKE DUNN WITH STIFEL AND EXECUTIVE VICE PRESIDENT NEILL WRIGHT WITH LIBERTY BANK

Managing Director Mike Dunn and Executive Vice President Neill Wright with Liberty Bank updated the Commission regarding the General Obligation Warrants, Series 2017 and presented the County Government Bond Financing Review Form. (Copies of Presentation Material, Agenda Pages 26-1 through 26-15, are attached to these Minutes.)

PRESENTATION BY PERSONNEL DIRECTOR CARMEN DOUGLAS

Personnel Director Carmen Douglas briefed the Commission regarding an Employee Engagement Survey. She stated that the fee for the study is \$8,000 and the City of Montgomery has agreed to pay \$5,000 if the County will pay \$3,000. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of \$3,000 for the Employee Engagement Survey.

Ms. Douglas informed the Commission that every 3 years, the Personnel Department will do a pay and classification study. She stated that the current study should be completed late winter or early spring. Ms. Douglas stated that the Personnel Department will take a close look at the Sheriff's Office and City Police and Fire Department during the study.

PRESENTATION BY ORGANIZATIONAL TRAINER AND CONSULTANT STEPHEN WOERNER WITH TROY UNIVERSITY

Organizational Trainer and Consultant Stephen Woerner with Troy University briefed the Commission regarding a Customer Service Initiative. He requested that the City and County sponsor the Hospitality Series in the amount of \$16,000. The Commission agreed for Mr. Woerner and a representative from the Chamber of Commerce to meet with them at their December 18, 2017 meeting to discuss this program further.

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

Executive Director Meesoon Han with the Alabama-Korea Education & Economic Partnership (A-KEEP) briefed the Commission regarding the program and requested funding in the amount of \$10,000.

Ms. Han also requested an additional \$5,000 from each Commissioner who would like for her to offer Korean as a Second Language Afterschool class at their choice of school for their district constituent. After discussion, Chairman Dean stated that the Commission would consider her request.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci briefed the Commission regarding a Member Agreement with the Center for Internet Security Multi-State ISAC Division. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake advised the Commission that Sprague Junction Road between U.S. 331 and Hobbie Road will be closed on Tuesday, December 5, 2017, for replacement of a deteriorated cross-drain pipe. This road will remain open for local traffic but not for through traffic; it should be reopened for normal traffic flow on Wednesday, December 6, 2017.

Also, he mentioned that resurfacing work should begin on Pike Road between Wallahatchie Road and U.S. 80 this week. The contractor is presently placing construction traffic signs along the project site limits. Additionally, Deputy Administrator Cauthen advised the Commission that Hannah Hawk is currently working with Assistant Engineer Kevin Boone to schedule a press conference regarding upcoming County road improvement projects.

PRESENTATION BY DIRECTOR WILLIAM LEVI GAILLIARD WITH AMERICAN ASSOCIATION FOR CHILDREN

Director William Levi Gailliard with American Association for Children briefed the Commission regarding Super Bowling on Super Bowl Sunday and requested funding in the amount of \$10,000. After discussion, the Commission agreed that if the program receives funding from the City Council, the County would consider an appropriation.

PRESENTATION BY GENERAL MANAGER JOYCE S. PEARSON WITH MOTHERLY CARE FAMILY SERVICES

General Manager Joyce S. Pearson with Motherly Care Family Services briefed the Commission regarding the Nursing Assistant Training Program and requested funding in the amount of \$25,000. No action was taken by the Commission.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding an Alabama Power Company Easement which is needed for the installation of utilities at the vehicle maintenance shop on Terminal Road. After discussion, the Commission agreed to waive rules and add this item to the agenda.

RECESS TO EXECUTIVE SESSION

Administrator Mims presented a letter from Senior Vice President of Corporate Development Ellen G. McNair, Montgomery Area Chamber of Commerce regarding the Calling of an Executive Session to Discuss a Commerce or Trade Matter. Vice Chairman Walker made a motion to go into the Executive Session. The motion was seconded by Commissioner Singleton and unanimously approved by each Commissioner, openly giving their individual vote. Administrator Mims noted that all five Commissioners were present and that the Commission would reconvene to the Formal Session. Chairman Dean recessed the Information Session to the Executive Session. (Letter from Ellen McNair and a Checklist for Conducting Lawful Executive Sessions, Pages 27-1 and 27-2, are attached to these Minutes).

RECESS TO FORMAL SESSION

Chairman Dean recessed the Executive Session to the Formal Session.

Vice Chairman Walker made a motion to recess the Executive Session. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

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

The Pledge of Allegiance was led by Commissioner Dan Harris.

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 November 20, 2017. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

CONSENT AGENDA

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

Commissioner Harris made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 5, are attached to these Minutes.)

NEW BUSINESS

SOUTHEAST ALABAMA EMERGENCY MEDICAL SERVICES COUNCIL, INC – APPROVED BOARD MEMBER APPOINTMENTS

Commissioner Singleton made a motion to approve the Board Member Appointments to the Southeast Alabama Emergency Medical Services Council, Inc. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Board Members' Appointment Pages, Agenda Pages 1-1 through 1-3, are attached to these Minutes.)

OMNIBUS VOTE

Chairman Dean requested that the Commission omnibus the following eight items, and the Commission concurred. Commissioner Singleton made a motion to approve the eight agenda items. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 5ADM FOR THE MONTGOMERY COUNTY SHERIFF'S OFFICE (FY2015 - \$40,000)

As approved in the Omnibus Vote, Commissioner Singleton made a motion to approve the Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 5ADM for the Montgomery County Sheriff's Office (FY2015 - \$40,000). The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 2-1 through 2-13, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 7ATL FOR THE MONTGOMERY COUNTY SHERIFF'S OFFICE (FY2017 - \$50,000)

As approved in the Omnibus Vote, Commissioner Singleton made a motion to approve the Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 7ATL for the Montgomery County Sheriff's Office (FY2017 - \$50,000). The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 3-1 through 3-12, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 7FIL FOR THE MONTGOMERY FIRE AND RESCUE AMAS TEAM (FY2017 - \$8,791)

As approved in the Omnibus Vote, Commissioner Singleton made a motion to approve the Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 7FIL for the Montgomery Fire and Rescue AMAS Team (FY2017 - \$8,791), Sheriff's Office.

The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum, Letter and Agreement, Agenda Pages 4-1 through 4-14, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 7LOC FOR THE MONTGOMERY COUNTY SHERIFF'S OFFICE (FY2017 - \$373.00)

As approved in the Omnibus Vote, Commissioner Singleton made a motion to approve the Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 7LOC for the Montgomery County Sheriff's Office (FY2017 - \$373.00). The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 5-1 through 5-12, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 7LOC FOR THE MONTGOMERY COUNTY SHERIFF'S OFFICE (FY2017 - \$50,000)

As approved in the Omnibus Vote, Commissioner Singleton made a motion to approve the Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 7LOC for the Montgomery County Sheriff's Office (FY2017 - \$50,000). The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 6-1 through 6-14, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 7LOC FOR THE MONTGOMERY POLICE DEPARTMENT (FY2017 - \$21,750)

As approved in the Omnibus Vote, Commissioner Singleton made a motion to approve the Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 7LOC for the Montgomery Police Department (FY2017 - \$21,750), Sheriff's Office. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum, Letter and Agreement, Agenda Pages 7-1 through 7-14, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 7LOC FOR THE PIKE ROAD VOLUNTEER FIRE DEPARTMENT (FY2017 - \$49,781).

As approved in the Omnibus Vote, Commissioner Singleton made a motion to approve the Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 7LOC for the Pike Road Volunteer Fire Department (FY2017 - \$49,781), Sheriff's Office. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission.

(Copies of Memorandum, Letter and Agreement, Agenda Pages 8-1 through 8-14, are attached to these Minutes.)

End of Omnibus Vote

YOUTH FACILITY – APPROVED CONTRACTS FOR HOUSING JUVENILES AT THE MONTGOMERY COUNTY YOUTH FACILITY FOR AUTAUGA, BUTLER, CHILTON, ELMORE AND MONROE COUNTIES AND THE CITY OF PRATTVILLE

Commissioner Singleton made a motion to approve the Contracts for Housing Juveniles at the Montgomery County Youth Facility for Autauga, Butler, Chilton, Elmore and Monroe Counties and the City of Prattville. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Agreements, Agenda Pages 9-1 through 9-19, are attached to these Minutes.)

YOUTH FACILITY – APPROVED CONTRACT WITH THE BRIDGE, INC., FOR THE DAVIS TREATMENT PROGRAM

Commissioner Singleton made a motion to approved the Contract with The Bridge, Inc., for the Davis Treatment Program. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 10-1 through 10-6, are attached to these Minutes.)

DISTRICT ATTORNEY’S OFFICE – APPROVED EQUITABLE SHARING AGREEMENT AND CERTIFICATION WITH THE U.S. DEPARTMENT OF JUSTICE

Commissioner Harris made a motion to approve the Equitable Sharing Agreement and Certification with the U.S. Department of Justice. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 11-1 through 11-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PROPOSAL FROM CARMICHAEL ENGINEERING, INC., FOR GEOTECHNICAL INVESTIGATION AND ENGINEERING SERVICES AT THE NEW MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES (MCDHR) BUILDING

Commissioner Singleton made a motion to approve the Proposal from Carmichael Engineering, Inc., for Geotechnical Investigation and Engineering Services at the New Montgomery County Department of Human Resources (MCDHR) Building. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Letters and Proposal, Agenda Pages 12-1 through 12-11, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH OSBURN ASSOCIATES, INC., REGARDING A ONE (1) YEAR EXTENSION, BEGINNING JANUARY 4, 2018 AND ENDING ON JANUARY 3, 2019, FOR TRAFFIC SIGNAGE AND SUPPLIES, CONTRACT NUMBER 53104-16B-005

Commissioner Singleton made a motion to approve Amendment Number 2 to Contract with Osburn Associates, Inc., regarding a One (1) Year Extension, beginning January 4, 2018 and ending on January 3, 2019, for Traffic Signage and Supplies, Contract Number 53104-16B-005. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 13-1 and 13-2, are attached to these Minutes.)

REVENUE COMMISSIONER’S OFFICE – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH DIVERSIFIED COMPANIES, LLC, REGARDING A ONE (1) YEAR EXTENSION, BEGINNING JANUARY 3, 2018 AND ENDING ON JANUARY 2, 2019, FOR OFFSITE PRINTING OF NOTICES, CONTRACT NUMBER 51500-17B-006

Commissioner Sankey made a motion to approve Amendment Number 1 to Contract with Diversified Companies, LLC, regarding a One (1) Year Extension, beginning January 3, 2018 and ending on January 2, 2019, for Offsite Printing of Notices, Contract Number 51500-17B-006. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 14-1 and 14-2, are attached to these Minutes.)

DETENTION FACILITY – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH SUMMIT FOOD SERVICES, LLC, REGARDING A ONE (1) YEAR EXTENSION, BEGINNING DECEMBER 1, 2017 AND ENDING ON NOVEMBER 30, 2018, AND A 2.2% PRICING INCREASE FOR INMATE FOOD SERVICES, CONTRACT NUMBER 52200-16B-041

Commissioner Singleton made a motion to approve Amendment Number 2 to Contract with Summit Food Services, LLC, regarding a One (1) Year Extension, beginning December 1, 2017 and ending on November 30, 2018, and a 2.2% Pricing Increase for Inmate Food Services, Contract Number 52200-16B-04. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 15-1 and 15-2, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH GULF STATES DISTRIBUTORS, INC., REGARDING A ONE (1) YEAR EXTENSION, BEGINNING DECEMBER 21, 2017 AND ENDING ON DECEMBER 20, 2018, AND A 5% PRICING INCREASE FOR EMERGENCY EQUIPMENT, CONTRACT NUMBER 52110-16B-008,

Commissioner Singleton made a motion to approve Amendment Number 2 to Contract with Gulf States Distributors, Inc., regarding a One (1) Year Extension, beginning December 21, 2017 and ending on December 20, 2018, and a 5% Pricing Increase for Emergency Equipment, Contract

Number 52110-16B-008. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 16-1 and 16-2, are attached to these Minutes.)

DETENTION FACILITY – APPROVED BID AWARD TO LEGACY INMATE COMMUNICATION FOR INSTALLATION, SERVICE AND OPERATIONS OF THE INMATE TELEPHONES AND PUBLIC PAY TELEPHONES, BID NUMBER 52200-18B-001

Vice Chairman Walker made a motion to approve the Bid Award to Legacy Inmate Communication for Installation, Service and Operations of the Inmate Telephones and Public Pay Telephones, Bid Number 52200-18B-001. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memoranda, Bid and Attorney Gallion's Opinion, Agenda Pages 17-1 through 17-9, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED SPONSORSHIP AGREEMENT WITH ESPN PRODUCTIONS, INC., REGARDING THE 2017 RAYCOM MEDIA CAMELLIA BOWL

Vice Chairman Walker made a motion to approve the Sponsorship Agreement with ESPN Productions, Inc., regarding the 2017 Raycom Media Camellia Bowl. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memoranda, Agreement, Dispute Resolution and Email, Agenda Pages 18-1 through 18-8, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED SERVICE CONTRACT WITH PEACHTREE RECOVERY SERVICES, INC., REGARDING PROPERTY DAMAGE RECOVERY SERVICES

Commissioner Harris made a motion to approve the Service Contract with Peachtree Recovery Services, Inc., regarding Property Damage Recovery Services. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memoranda, Contract and Documents, Agenda Pages 19-1 through 19-16, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED LOUNGE RETAIL LIQUOR – CLASS I LICENSE TO ALABAMA AUBURN SPORTS BAR AND GRILL, 14716 TROY HIGHWAY, MATHEWS, ALABAMA

Commissioner Harris made a motion to approve the Lounge Retail Liquor Class I License to Alabama Auburn Sports Bar and Grill, 14716 Troy Highway, Mathews, Alabama. The motion was seconded by Commissioner Sankey. Chairman Dean, Vice Chairman Walker, Commissioner Harris, and Commissioner Sankey voted in favor of the motion. Commissioner Singleton voted in opposition and the motion carried. (Copies of Memorandum, State of Alabama Alcohol License Application and Public Notice, Agenda Pages 20-1 through 20-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

Administrator Mims requested approval of the miscellaneous appropriations included in his memorandum dated November 6, 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-2018-35: Kappa Alpha Psi Guide Right Foundation of Montgomery, Inc., for Guide Right Programs for Elementary, Middle, and Senior High School Students - \$2,000; (Dean)
- C-2018-36: Montgomery Area Chamber of Commerce, for the Promotion of Minority-Owned Businesses Located in the West Side of Montgomery, for The Lacey-Boyd Annual New Year's Day Parade - \$250; (Singleton)
- C-2018-37: Montgomery YMCA, for Bell Road YMCA Branch, for Montgomery Fire AAU Basketball Program (Attn: James Garvin) - \$2,500; (Harris)
- C-2018-38: The Alabama World Affairs Council, for Educational Programs - \$1,000; (Harris)
- C-2018-39: Bad Boys Boxing Gymnasium, Inc., for Operational Expenses - \$500; (Sankey)
- C-2018-40: Trenholm Tech Foundation, Inc., for Operational Expenses - \$500; (Sankey)

Commissioner Sankey made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Memorandum, Agenda Pages 21-1 and 21-2, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 4 TO CENTRAL ALABAMA SPORTS COMMISSION, INC., IN THE
AMOUNT OF \$100,000 FOR THE 2017 RAYCOM MEDIA CAMELLIA BOWL COLLEGE
FOOTBALL GAME TO BE HELD AT CRAMTON BOWL IN MONTGOMERY, WHICH
PROMOTES TOURISM AND RELATED ECONOMIC BENEFITS TO MONTGOMERY
COUNTY

Vice Chairman Walker made a motion to approve Budget Change Request Number 4 to Central Alabama Sports Commission, Inc., in the amount of \$100,000 for the 2017 Raycom Media Camellia Bowl College Football Game to be held at Cramton Bowl in Montgomery, which Promotes Tourism and Related Economic Benefits to Montgomery County. The motion was

seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 22-1, is attached to these Minutes.)

YOUTH FACILITY – APPROVED POSITION FILL REQUEST (1)

1. Assistant Juvenile Detention Director, Position Number 900329004

Commissioner Singleton made a motion to approve Position Fill Request, Youth Facility. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 23-1, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (7)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|---------------------------|-------------------------|
| 1. County Commission | Request Number 3 |
| 2. Youth Facility | Request Numbers 2 and 3 |
| 3. Risk Management | Request Number 4 |
| 4. Engineering Department | Request Number 5 |
| 5. Personnel Department | Request Number 8 |
| 6. Probate Judge's Office | Request Number 7 |

Commissioner Singleton made a motion to approve Travel/Training Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 24-1 through 24-7, are attached to these Minutes.)

WAIVE RULES

COUNTY COMMISSION – APPROVED ALABAMA POWER COMPANY EASEMENT REGARDING THE INSTALLATION OF UTILITIES AT THE VEHICLE MAINTENANCE SHOP ON TERMINAL ROAD

Vice Chairman Walker made a motion to approve the Alabama Power Company Easement regarding the Installation of Utilities at the Vehicle Maintenance Shop on Terminal Road. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, APC Document and Maps, Agenda Pages 25-1 through 25-4, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

County Engineer George Speake informed the audience that Sprague Junction Road will be closed between U.S. 331 and Hobbie Road on Tuesday, 12/5/2017, to replace a deteriorated cross-drain pipe. Local traffic should have access either from Hobbie Road or from U.S. 331, but it will not be open for through traffic.

Montgomery County Extension Coordinator Jimmy Smitherman invited the Commission, along with members of the audience, to the Montgomery County Soil & Water Conservation District Office on Carmichael Road for a Come & Go Open House on Wednesday, December 6, 2017, from 10:00 am to 12:00 noon.

Pastor of the Pintlala Baptist Church Rev. Gary Burton said good morning and introduced himself to everyone. Rev. Burton said that he was there to advocate on behalf of the Pintlala Elementary School. Rev. Burton said he was advised the Montgomery County School Board is developing a list of schools and facilities to be consolidated and the list will be disclosed on December 31, 2017. He said it is possible Pintlala Elementary School is not on the list but he is seeking advice from the Commission on how to plead his case for Pintlala Elementary School. Rev. Burton asked the Commission to call, email or text him with any advice they could supply. He then thanked the Commission for the great leadership and great job they are doing. Chairman Dean pledged to Rev. Burton the Commission will do everything it can to make sure Pintlala will not close.

Coordinator of Westcottville Neighborhood Watch Association Betty J. Prince greeted the Commission and said she signed in to receive an Agenda. Ms. Prince said she and her Association looks forward to working with Commissioner Sankey to improve their neighborhood. She thanked the Commission for allowing her to speak.

Alabama Auburn Sports Bar owner Larry Floyd greeted the Commission and thanked them for their support.

Montgomery County District Attorney Daryl Bailey said good morning and invited the Commission to come and fellowship at the Children's Center Christmas Party sponsored by the District Attorney's Office on December 15, 2017, from 9:00 a.m. to 10:00 a.m. He also said Commissioner Singleton would be playing Santa Claus for the center this year. Vice Chairman Walker complemented Mr. Bailey and his staff for showing such kindness to the Center and said it was a great cause.

Montgomery County Grant Writer Regina Walker said good morning and invited the Commission to the Camellia Bowl Tailgating Fan Fest on Saturday, December 16, 2017, at Cramton Bowl beginning at 3:00 p.m. at Patterson Field. She also said each department head should check and make sure all their staff received the email.

Commissioner Singleton said he was proud to be associated with people like the Sheriff's Office and the DA's Office that does special things for special people. He said special needs children love unconditionally, and we should love in that manner. He then wished a happy belated birthday to Commissioner Sankey.

Commissioner Sankey made a few comments and also thanked the District Attorney's Office and Commissioner Singleton for what they are doing at the Children's Center. He said that he donates to the center and that he also trained there when he was in nursing school.

Commissioner Sankey congratulated Bishop Sawyer for celebrating 43 years in the ministry. He thanked Bishop Sawyer for the work he does in the Community. He reminded everyone to vote on December 12th and take someone to the polls.

Vice Chairman Walker congratulated the Troy Trojans for winning the Sunbelt Championship. She said the team will play in the New Orleans Bowl on Saturday, December 16, 2017.

Chairman Dean elaborated on what Commissioner Singleton said in reference to special needs children. He informed everyone that Commissioner Singleton founded the Miracle League at Ray Thorington Park and has always had a passion for the special needs citizens as all the Commissioners. Chairman Dean said the Commissioners are one great team that work together.

Commissioner Harris said good morning and congratulated Bishop Sawyer on his 43 years of service in the ministry. He encouraged everyone to keep in mind the reason for this season, the season for giving.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

DISCUSSION BY THE COMMISSION

Chairman Dean mentioned the Intergovernmental Agreement with the Poarch Band of Creek Indians. After discussion, the Commission agreed to place this item on the next agenda.

Vice Chairman Walker recommended the appointment of Yulanda Tyre to replace Margaret Arthur as a board member to the Montgomery Area Mental Health Authority, for a term ending April 1, 2023. After discussion, the Commission agreed to place this appointment on the next agenda.

The Commission discussed an email from Vice President John Flournoy, Sr., with the Montgomery County Association of Volunteer Fire Departments requesting the 2018 Budget Appropriation in the amount is \$190,000. The Commission discussed using a portion of the appropriation to pay the \$41,100 to Pilgrim Providence Water and Fire Protection Authority for the water pump. Commissioner Singleton stated that he was against using the appropriation to pay for the water pump. The Commission agreed that Commissioner Singleton should obtain information about how the \$190,000 is disbursed. The Commission agreed for the County to pay the invoice for the water pump, with the County to be reimbursed from donation revenue.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims informed the Commission that Lynn Gowan would like to be reappointed as a member to the Montgomery County Parks and Recreation Board. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims discussed a Resolution authorizing the County's Christmas Holiday Observance for 2017. After discussion, the Commission agreed to place a Resolution authorizing Tuesday, December 26, 2017, as a day off on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding Amendment Number 3 to Contract with MASTSEC, LLC, regarding a sixty (60) day extension, beginning January 1, 2018 and ending on February 28, 2018, for security guard services, Contract Number 51100-16B-004. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a copy of Garrett Coliseum Income/Expense Overview and related details along with Upcoming Events and Revenue Projections and Copy of Invoice from Garrett Coliseum Redevelopment Corp. regarding FY2017 Appropriation in the amount of \$50,000. The Commission requested Administrator Mims provide payroll information concerning the Garrett Coliseum at the next meeting. After discussion, the Commission agreed to place on the next agenda a Budget Change Request to the Montgomery Area Chamber of Commerce in the Amount of \$50,000 for Maintaining Garrett Coliseum for Agricultural and Tourism Development.

Administrator Mims presented the 2018 ACCA Conferences and Training Calendar.

Administrator Mims presented an ACCA Fact Sheet regarding Office Closings. He stated that he would be sending this information to Elected Officials and Department Heads.

Administrator Mims presented a letter from Alabama Historical Commission regarding the addition of Brantwood Children's Home, 1309 Upper Wetumpka Road, to the Alabama Register of Landmarks and Heritage.

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

COMMENTS FROM COUNTY ATTORNEY THOMAS T. GALLION, III

County Attorney Thomas T. Gallion, III, presented a Fee Agreement from Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., regarding legal representation to pursue potential claims for injuries and damages against the manufacturers and/or distributors of opioids related to losses suffered by the Montgomery County Commission. After discussion, the Commission agreed for Attorney Gallion to execute the agreement. He stated that no action had to be taken by the Commission. (Copy of Fee Agreement, Agenda Pages 28-1 and 28-2, is attached to these Minutes.)

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen presented a list of architects for the County renovation projects. The Commission agreed to place contracts with the architects on the next agenda. (Copies of Memorandum and Construction Projects and Asset Purchases Document, Agenda Pages 29-1 and 29-2, are attached to these Minutes.)

Deputy Administrator Cauthen distributed a list of upcoming events and reminded the Commission of the Christmas Luncheon to be held December 14, 2017.

ADJOURNMENT

Commissioner Singleton made a motion to adjourn the meeting of the Montgomery County Commission on December 4, 2017, at 11:00 a.m. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-17-17

Check Number	To	Check Number
273435		273501
Total Checks Paid		\$718,036.74

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-17-17

Check Number	To	Check Number
273502		273558
Total Checks Paid		\$539,579.22

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 11-22-17

Check Number	To	Check Number
273559		273588
Total Checks Paid		\$417,485.37

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 11-22-17

Check Number	To	Check Number
273589		273672
Total Checks Paid		\$554,848.79

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
11/22/17

Payroll Check Number	129102	To	Payroll Check Number	129164	\$	46,921.98
Direct Deposits					\$	890,595.16
Payroll Check Number	129165	To	Payroll Check Number	129184	\$	260,893.48
Direct Deposits					\$	415,280.87
Federal Deposits					\$	340,281.29
Total Payroll Paid					\$	1,953,972.78

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

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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

DEC - 4 2017

November 28, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Appointments to the Southeast Alabama Emergency Medical Services Council, Inc.

The Montgomery County Commission, at its meeting on November 20, 2017, agreed to place on the next agenda Board Member appointments to the Southeast Alabama Emergency Medical Services Council, Inc.

Attached is a list of eight individuals who are currently serving on the Southeast Alabama Emergency Medical Services Council, Inc. These individuals have been contacted and seven of them would like to be reappointed to another full term on this Council.

Ms. Patti Brown with Haynes Ambulance is retiring and Mr. Mark Norris, who is also employed with Haynes Ambulance, desires to be appointed to replace her.

I am requesting approval of these appointments for terms expiring November 3, 2018.

DLM/tn

Attachments

- A COUNTY OLDER THAN THE STATE -

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

1-1

Southeast Alabama Emergency
Medical Services Council, Inc.

Members:**Term Expires:**

Asst. Fire Chief Ronnie H. Bozeman
Medic Division
Montgomery Fire Department
P.O. Box 1111
Montgomery, AL 36101-1111
slcooper@montgomeryal.gov
Work: (334) 625-2960

11/3/2017

Annitta Love
134 Cantabury Lane
Millbrook, AL 36054
Work: (334) 420-4483
Cell: (334) 467-4857

11/3/2017

Mike Green
47 Honeysuckle Lane
Cecil, AL 36013
Home: (334) 277-2153
Cell: (334) 309-5026

11/3/2017



Patti Brown
Haynes Ambulance
2530 East Fifth Street
Montgomery, AL 36107
Work: (334) 241-5259

11/3/2017

John Treat
2845 Zelda Road, Apt. P1
Montgomery, AL 36106
Cell: (334) 318-9924

11/3/2017

Keith Bryan
110 Zolman Road
Ramer, AL 36069
Home: (334) 284-6307
Cell: (334) 303-3840

11/3/2017

Kevin Harrilson
Care Ambulance
P.O. Box 241468
Montgomery, AL 36124-1468
Cell: (706) 256-0273
Work: (706) 289-2138

11/3/2017

Southeast Alabama Emergency
Medical Services Council, Inc.

Kitty Harris
120 West Rosemary Road
Montgomery, AL 36109
(334) 306-0165

11/3/2017

Term: 1 year



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

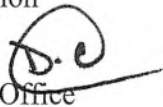
KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

November 21, 2017

MEMORANDUM

TO : Mr. Elton N. Dean, Sr., Chairman
Montgomery County Commission

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Homeland Security Grant
5ADM Grant - \$40,000

Please find attached a Homeland Security Cooperative Agreement for the above referenced grant. This is a standard Homeland Security Grant which requires no monetary match money. Please place on the agenda and sign where indicated, once approved, and return to Christie, my Administrative Assistant, as soon as possible. If you have any questions, please do not hesitate to contact me at extension 1646.

DC/crv

encls.

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

WWW.MONTGOMERYSHERIFF.COM

2-1
DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

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

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2015	4. Amount of: Federal: \$40,000.00 Total: \$40,000.00	5. Effective Dates Begin: 10/15/2017 End: 5/1/2018	6. Award Number: 5ADM EOD Symposium

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub- Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2015 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

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

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

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

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

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

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

14. Property Management Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION BY THE SUB-GRANTEE

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

Name: Derrick Cunningham
Title: Sheriff
Agency Address: 115 S Perry Street, Montgomery, AL 36104
Phone Number: 334.832.1646
Fax Number: 334.832.7113
Mobile Number: 334.850.1329
E-Mail Address: DerrickCunningham@mc-ala.org

Signature:  Date: 11/21/17

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name: Elton N. Dean, Sr.
Title: Chairman
Agency Address: 101 S Lawrence Street, Montgomery, AL 36104
Phone Number: 334.832.1210
Signature: _____ Date: _____

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

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

Name: _____
Title, Agency, Agency Address, Phone Number: _____
Signature: _____ Date: _____

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Hal Taylor
Title: Secretary, Alabama Law Enforcement Agency
Signature:  Date: 11/15/17

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

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

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending		
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2. Audit will be submitted to ALEA Accounting Office by:		
	(Date)	

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

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

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

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

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

Form Completed By

Name: Elton N. Dean, Sr.

Title: Chairman

Signature:

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DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

DEC -4 2017

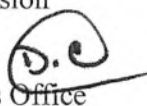
KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

November 21, 2017

MEMORANDUM

TO : Mr. Elton N. Dean, Sr., Chairman
Montgomery County Commission

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Homeland Security Grant
7ATL Grant - \$50,000

Please find attached a Homeland Security Cooperative Agreement for the above referenced grant. This is a standard Homeland Security Grant which requires no monetary match money. Please place on the agenda and sign where indicated, once approved, and return to Christie, my Administrative Assistant, as soon as possible. If you have any questions, please do not hesitate to contact me at extension 1646.

DC/crv

encls.

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

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

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

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2017	4. Amount of: Federal: \$50,000.00 Total: \$50,000.00	5. Effective Dates Begin: 11/15/2017 End: 11/15/2018	6. Award Number: 7ATL

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub- Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2017 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Sub-Grantee and Equipment Recipient or Sub-Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Sub-Grantee and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

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

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

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

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

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

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

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

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

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

14. Property Management Requirements:

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

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

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

c. Disposition: In accordance to 2CFR §200.313: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

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

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

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

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

16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.
17. Americans with Disabilities Act of 1990 (ADA): The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-Grantees and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the cooperative agreement, the Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to be registered and active without any exclusions with in the federal database, the System for Award Management (SAM) as outlined in the FEMA/DHS Notice of Funding Opportunity Guide.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.
23. Publications: The Sub-Grantee agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the Federal Emergency Management Agency/Department of Homeland Security". The Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.
26. Compliance Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

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

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.
- a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
 - b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2016 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification, other report or document.
 - f. Other good cause shown.
29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY17 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY17 Homeland Security Grant Program funding.
- a. The Sub-Grantee of FY17 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.
 - b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.
30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the FEMA/DHS Homeland Security Grant

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

Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total \$1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

b. In regard to Law Enforcement, the Sub-Grantee agrees to spend the appropriate percentage of this award in compliance with FEMA/DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.

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

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

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

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

CERTIFICATION BY THE SUB-GRANTEE

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

Name: Derrick Cunningham

Title: Sheriff

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

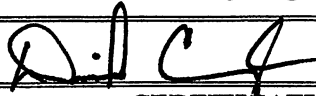
Phone Number: 334.832.1646

Fax Number: 334.832.7113

Mobile Number: 334.850.1329

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

Signature:



Date:

11/21/17

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name: Elton N. Dean, Sr.

Title: Chairman

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

Phone Number: 334.832.1210

Signature:

Date:

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

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

Name:

Title, Agency, Agency Address, Phone Number:

Signature:

Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Hal Taylor

Title: Secretary, Alabama Law Enforcement Agency

Signature:



Date:

11/15/17

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

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

1. LOBBYING

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

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

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

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable 2CFR Part 180 --

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning	Ending
2. Audit will be submitted to ALEA Accounting Office by:	(Date)	

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

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

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

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

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

Form Completed By

Name: Elton N. Dean, Sr.

Title: Chairman

Signature:

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DC



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

DEC - 4 2017

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

November 17, 2017

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Regina Walker, Grant Manager *R.W.*
Montgomery County Sheriff's Office

SUBJECT: Homeland Security Grant, Montgomery Fire and Rescue AMAS Team
7FIL Grant - \$8,791.00

I am requesting that the County Commission approve and sign the attached Cooperative Grant Agreement at the December 4th County Commission meeting. After the grant is approved and both copies are signed, please return both of the original signed copies to Regina Walker, Grant Manager.

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

DC/rw

encls.

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

WWW.MONTGOMERYSHERIFF.COM

4-1
DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
PHONE 334.517.2800 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

November 1, 2017

Sheriff Derrick Cunningham
Montgomery Sheriff Department
PO Box 4219
Montgomery, Alabama 36103-4219

Dear Sheriff Cunningham:

This letter is notification that the Montgomery Fire Department AMAS Team has been awarded an allocation from the Alabama Law Enforcement Agency (ALEA) under the FY2017 Homeland Security Grant Program. Allocations made under this grant program is for the purpose of conducting exercises, receiving training or the purchase of equipment and services for the department.

Enclosed are two (2) original copies of the Cooperative Grant Agreement for the HS POC office and two (2) copies of the Budget Detail Worksheet. Please submit one (1) signed copy of the Cooperative Grant Agreement and Budget Detail Worksheet to the following address: **ALEA, Homeland Security, Attn: Sharri Miller, PO Box 304115, Montgomery, Alabama 36103**

Submission of the Cooperative Grant Agreement and Budget Detail Worksheet it is agreed that the Sub-Grantee and Sub-Recipient will adhere to all certifications and regulations set in the agreement. The grant start date is November 1, 2017 and end date is May 1, 2019.

All AMAS teams that receive allocation under Homeland Security Grant Program are required to submit quarterly reporting and any administrative required documentation through the Homeland Security Point of Contact office. If there any questions concerning the allocation please contact Sharri Miller at (334) 517-2776 or email at sharri.miller@alea.gov

Sincerely,

Shirrell Roberts
Director, Homeland Security

CC: AMAS Team Leader
Darrand Cleckler, AEMA

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

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2017	4. Amount of: Federal: \$8,791.00 Total: \$8,791.00	5. Effective Dates Begin: 11/1/2017 End: 5/15/2019	6. Award Number: 7FIL

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub- Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2017 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Sub-Grantee and Equipment Recipient or Sub-Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Sub-Grantee and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

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

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

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

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

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

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

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

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

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

14. Property Management Requirements:

- a. Effective control and accountability must be maintained for all award-purchased property. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Sub-Grantee or the Equipment Recipient (Sub-Recipient).
- b. The federal procedures for managing equipment will be the responsibility of the Sub-Grantee and/or Sub-Recipient. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:
- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - (2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
 - (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - (4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- c. Disposition: In accordance to 2CFR §200.313: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.
- d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. *These vehicles may not be used for routine administration or daily operations.* The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
- e. Equipment Marking: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.
15. Performance: Funds may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those award conditions or other obligations established by ALEA. In the event the Sub-Grantee or the Equipment Recipient or Sub-Recipient fails to perform the services described herein and has previously received an award from ALEA, the full amount of the payments made shall be reimbursed to ALEA. However, if the services described herein are partially performed, and the Sub-grantee has previously received financial assistance, then a proportional reimbursement shall be made to ALEA for payments made.

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

16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.
17. Americans with Disabilities Act of 1990 (ADA): The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-Grantees and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the cooperative agreement, the Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to be registered and active without any exclusions with in the federal database, the System for Award Management (SAM) as outlined in the FEMA/DHS Notice of Funding Opportunity Guide.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.
23. Publications: The Sub-Grantee agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the Federal Emergency Management Agency/Department of Homeland Security". The Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.
26. Compliance Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

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

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.
- a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
 - b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2016 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification, other report or document.
 - f. Other good cause shown.
29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY17 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY17 Homeland Security Grant Program funding.
- a. The Sub-Grantee of FY17 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.
 - b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.
30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the FEMA/DHS Homeland Security Grant

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

Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total \$1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

b. In regard to Law Enforcement, the Sub-Grantee agrees to spend the appropriate percentage of this award in compliance with FEMA/DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.

32. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.

33. Overtime and Backfill: Sub-Grantees must read and comply with the funding restrictions provided in FY16 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

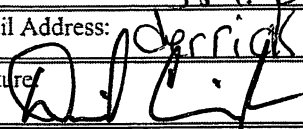
b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Sub-Grantee. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package. Unless Sub-Grantee is a part of the Operation Stonegarden in conjunction with FEMA/DHS and Office of Border Patrol and Customs.

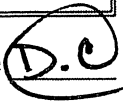
34. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Sub-Grantee must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Sub-Grantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding

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

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

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

CERTIFICATION BY THE SUB-GRANTEE	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Sub-Grantee as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and that the receipt of these funds will not supplant state or local funds.	
Name:	Derrick Cunningham
Title:	Sheriff
Agency Address:	115 South Perry Street
Phone Number:	334.832.1646
Fax Number:	
Mobile Number:	334.850.1329
E-Mail Address:	derrickcunningham@mc-ala.org
Signature:	 Date: 11/17/17
CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and, that the receipt of these funds will not supplant state or local funds.	
Name:	
Title:	
Agency Address:	
Phone Number:	
Signature:	Date:
<u>NOTE: THE HS POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. ANY STAFF FUNDED UNDER THIS AWARD MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.</u>	
CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.	
Name:	
Title, Agency, Agency Address, Phone Number:	
Signature:	Date:
CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR	
Name: Hal Taylor	
Title: Secretary, Alabama Law Enforcement Agency	
Signature:	 Date: 11/16/17

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

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

1. LOBBYING

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

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

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

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable 2CFR Part 180 --

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending			
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2. Audit will be submitted to ALEA Accounting Office by:		
	(Date)	

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

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

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

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

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

Form Completed By
Name:

Title:

Signature:



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

DEC - 4 2017

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

November 17, 2017

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Regina Walker, Grant Manager *R.W.*
Montgomery County Sheriff's Office

SUBJECT: Homeland Security Grant, Montgomery County Sheriff's Office
7LOC Grant - \$373.00

I am requesting that the County Commission approve and sign the attached Cooperative Grant Agreement at the December 4th County Commission meeting. After the grant is approved and both copies are signed, please return both of the original signed copies to Regina Walker, Grant Manager.

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

DC/rw

encls.

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

WWW.MONTGOMERYSHERIFF.COM

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

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

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2017	4. Amount of: Federal: \$373.00 Total: \$373.00	5. Effective Dates Begin: 11/1/2017 End: 12/1/2018	6. Award Number: 7LOC

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub- Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2017 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Sub-Grantee and Equipment Recipient or Sub-Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Sub-Grantee and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

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

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

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

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

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

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

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

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

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

14. Property Management Requirements:

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

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

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

c. Disposition: In accordance to 2CFR §200.313: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

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

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

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

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

16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.
17. Americans with Disabilities Act of 1990 (ADA): The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-Grantees and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the cooperative agreement, the Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to be registered and active without any exclusions with in the federal database, the System for Award Management (SAM) as outlined in the FEMA/DHS Notice of Funding Opportunity Guide.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.
23. Publications: The Sub-Grantee agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the Federal Emergency Management Agency/Department of Homeland Security". The Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.
26. Compliance Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

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

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.
- a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
 - b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2016 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification, other report or document.
 - f. Other good cause shown.
29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY17 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY17 Homeland Security Grant Program funding.
- a. The Sub-Grantee of FY17 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.
 - b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.
30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the FEMA/DHS Homeland Security Grant

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**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total \$1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

b. In regard to Law Enforcement, the Sub-Grantee agrees to spend the appropriate percentage of this award in compliance with FEMA/DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.

32. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.

33. Overtime and Backfill: Sub-Grantees must read and comply with the funding restrictions provided in FY16 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency*. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

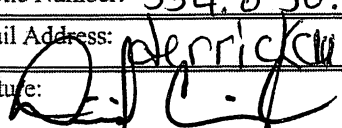
b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Sub-Grantee. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package. Unless Sub-Grantee is a part of the Operation Stonegarden in conjunction with FEMA/DHS and Office of Border Patrol and Customs.

34. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Sub-Grantee must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Sub-Grantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding

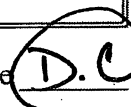
35. Reporting Requirement: The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifteen (15) days after the end of each quarter. The Sub-Grantee agrees to submit a Final Report thirty days (30) after the grant end date.

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

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

CERTIFICATION BY THE SUB-GRANTEE	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Sub-Grantee as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and that the receipt of these funds will not supplant state or local funds.	
Name:	Derrick Cunningham
Title:	Sheriff
Agency Address:	115 South Perry Street
Phone Number:	334.832.1646
Fax Number:	
Mobile Number:	334.850.1329
E-Mail Address:	derrickcunningham@mc-ala.org
Signature:	 Date: 11/12/17
CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and, that the receipt of these funds will not supplant state or local funds.	
Name:	
Title:	
Agency Address:	
Phone Number:	
Signature:	Date:
<u>NOTE: THE HS POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. ANY STAFF FUNDED UNDER THIS AWARD MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.</u>	
CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.	
Name:	
Title, Agency, Agency Address, Phone Number:	
Signature:	Date:
CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR	
Name:	Hal Taylor
Title:	Secretary, Alabama Law Enforcement Agency
Signature:	 Date: 11/6/17

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

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

1. LOBBYING

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

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

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

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable 2CFR Part 180 --

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending		
2. Audit will be submitted to ALEA Accounting Office by:					
				(Date)	

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

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

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

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

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

Form Completed By

Name:

Title:

Signature:



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

DEC -4 2017

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

November 17, 2017

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Regina Walker, Grant Manager *R.W.*
Montgomery County Sheriff's Office

SUBJECT: Homeland Security Grant, Montgomery County Sheriff's Office
7LOC Grant - \$50,000

I am requesting that the County Commission approve and sign the attached Cooperative Grant Agreement at the December 4th County Commission meeting. After the grant is approved and both copies are signed, please return both of the original signed copies to Regina Walker, Grant Manager.

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

DC/rw

encls.

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

WWW.MONTGOMERYSHERIFF.COM

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



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
PHONE 334.517.2800 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

November 13, 2017

Derrick Cunningham
Montgomery County Sheriff Office
PO Box 4219
Montgomery, Alabama 36103

Dear Sheriff Cunningham:

This letter is notification that the Montgomery County Sheriff Office has been awarded a grant from the Alabama Law Enforcement Agency (ALEA) under the Homeland Security Grant Program. Awards made under the grant are for the purpose of conducting exercises, receiving training or the purchase of equipment for the department.

Enclosed are two (2) original copies of the Cooperative Grant Agreement for the HS POC office on behalf of the **Montgomery County Sheriff Office** and one (1) copy of the Budget Detail Worksheet. Please submit one (1) signed copy of the Cooperative Grant Agreement to the following address: **ALEA, Homeland Security, Attn: Sharri Miller, PO Box 304115, Montgomery, Alabama 36103**

The submission of the Cooperative Grant Agreement is acceptance that the Sub-Grantee and Sub-Recipient will adhere to all certifications and regulations set in the agreement. The grant start date is November 1, 2017 and end date is December 1, 2018.

Any agency that receives an award under the Homeland Security Grant Program is required to submit quarterly reports and any other required documentation through the Homeland Security Point of Contact office. If there any questions concerning the allocation please contact Sharri Miller at (334) 517-2776 or email at sharri.miller@alea.gov.

Sincerely,

Shirrell Roberts
Homeland Security Director

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

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2017	4. Amount of: Federal: \$50,000.00 Total: \$50,000.00	5. Effective Dates Begin: 11/1/2017 End: 12/1/2018	6. Award Number: 7LOC

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub- Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2017 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Sub-Grantee and Equipment Recipient or Sub-Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Sub-Grantee and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

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

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

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

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

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

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

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

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14. Property Management Requirements:

- a. Effective control and accountability must be maintained for all award-purchased property. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Sub-Grantee or the Equipment Recipient (Sub-Recipient).
- b. The federal procedures for managing equipment will be the responsibility of the Sub-Grantee and/or Sub-Recipient. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:
- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - (2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
 - (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - (4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- c. Disposition: In accordance to 2CFR §200.313: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.
- d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. *These vehicles may not be used for routine administration or daily operations.* The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
- e. Equipment Marking: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

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

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16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.
17. Americans with Disabilities Act of 1990 (ADA): The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-Grantees and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the cooperative agreement, the Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to be registered and active without any exclusions with in the federal database, the System for Award Management (SAM) as outlined in the FEMA/DHS Notice of Funding Opportunity Guide.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.
23. Publications: The Sub-Grantee agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the Federal Emergency Management Agency/Department of Homeland Security". The Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.
26. Compliance Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

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27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.
- a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
 - b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2016 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification, other report or document.
 - f. Other good cause shown.
29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY17 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY17 Homeland Security Grant Program funding.
- a. The Sub-Grantee of FY17 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.
 - b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.
30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the FEMA/DHS Homeland Security Grant

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Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total \$1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

b. In regard to Law Enforcement, the Sub-Grantee agrees to spend the appropriate percentage of this award in compliance with FEMA/DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.

32. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.

33. Overtime and Backfill: Sub-Grantees must read and comply with the funding restrictions provided in FY16 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency.

Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Sub-Grantee. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package. Unless Sub-Grantee is a part of the Operation Stonegarden in conjunction with FEMA/DHS and Office of Border Patrol and Customs.

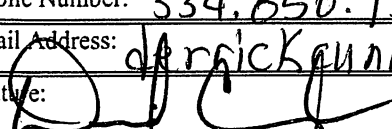
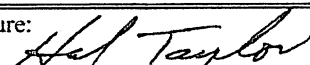
34. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Sub-Grantee must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Sub-Grantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding

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

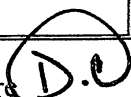
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36. Civil Rights Act of 1964-Title VI: All Sub-Grantees and Sub-Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on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



CERTIFICATION BY THE SUB-GRANTEE	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Sub-Grantee as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and that the receipt of these funds will not supplant state or local funds.	
Name:	Derrick Cunningham
Title:	Sheriff
Agency Address:	115 South Perry Street
Phone Number:	334.832.1646
Fax Number:	
Mobile Number:	334.850.1329
E-Mail Address:	derrickcunningham@mc-ala.org
Signature:	 Date: 11/17/17
CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and, that the receipt of these funds will not supplant state or local funds.	
Name:	
Title:	
Agency Address:	
Phone Number:	
Signature:	Date:
<u>NOTE: THE HS POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. ANY STAFF FUNDED UNDER THIS AWARD MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.</u>	
CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.	
Name:	
Title, Agency, Agency Address, Phone Number:	
Signature:	Date:
CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR	
Name: Hal Taylor	
Title: Secretary, Alabama Law Enforcement Agency	
Signature:	 Date: 11/6/17

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

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

1. LOBBYING

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

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

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

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable 2CFR Part 180 --

A. The applicant certifies that it and its principals:

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

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



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

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

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

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

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

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

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

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

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending		
2. Audit will be submitted to ALEA Accounting Office by:					
				(Date)	

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

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

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

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

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

Form Completed By

Name:

Title:

Signature:

County: Montgomery

Agency: Montgomery County Sheriff's Office

HS Pod:

Signature

Category must be one of the following: Personal Protective Equipment (PPE), CBRNE Search and Rescue (SAR), Information Technology (IT), Cyber Security (CS), Interoperable Communications (In-Com), Physical Security (PS), Terrorism Prevention (TP), Power Equipment (PE), CBRNE Logistics Support (LS), Medical Supplies and Pharmaceuticals (MED), CBRNE Response Vehicles (VR), CBRNE Reference Materials (REF), CBRNE Detection (DE), Decon (DECON), Explosive Device Mitigation & Remediation (EDM), Agricultural Terrorism (P-R-T-M), AG, CBRNE Response Watercraft (WR), CBRNE Aviator (AV), Interceptor Equipment (IE), One Authorized Equipment (OAE), Inspection & Screening Systems (IS).

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

[illegible]



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

DEC - 4 2017

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

November 17, 2017

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Regina Walker, Grant Manager *R.W.*
Montgomery County Sheriff's Office

SUBJECT: Homeland Security Grant, Montgomery Police Department
7LOC Grant - \$21,750.00

I am requesting that the County Commission approve and sign the attached Cooperative Grant Agreement at the December 4th County Commission meeting. After the grant is approved and both copies are signed, please return both of the original signed copies to Regina Walker, Grant Manager.

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

DC/rw

encls.

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

WWW.MONTGOMERYSHERIFF.COM

2-1
DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
PHONE 334.517.2800 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

November 13, 2017

Derrick Cunningham
Montgomery County Sheriff Office
PO Box 4219
Montgomery, Alabama 36103

Dear Sheriff Cunningham:

This letter is notification that the Montgomery County Sheriff Office has been awarded a grant from the Alabama Law Enforcement Agency (ALEA) under the Homeland Security Grant Program on behalf of the **Montgomery Police Department**. Awards made under the grant are for the purpose of conducting exercises, receiving training or the purchase of equipment for the department.

Enclosed are two (2) original copies of the Cooperative Grant Agreement for the HS POC office on behalf of the **Montgomery Police Department** and one (1) copy of the Budget Detail Worksheet. Please submit one (1) signed copy of the Cooperative Grant Agreement to the following address: **ALEA, Homeland Security, Attn: Sharri Miller, PO Box 304115, Montgomery, Alabama 36103**

The submission of the Cooperative Grant Agreement is acceptance that the Sub-Grantee and Sub-Recipient will adhere to all certifications and regulations set in the agreement. The grant start date is November 1, 2017 and end date is December 1, 2018.

Any agency that receives an award under the Homeland Security Grant Program is required to submit quarterly reports and any other required documentation through the Homeland Security Point of Contact office. If there any questions concerning the allocation please contact Sharri Miller at (334) 517-2776 or email at sharri.miller@alea.gov.

Sincerely,

Shirrell Roberts
Homeland Security Director

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

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2017	4. Amount of: Federal: \$21,750.00 Total: \$21,750.00	5. Effective Dates Begin: 11/1/2017 End: 12/1/2018	6. Award Number: 7LOC Montgomery PD

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub- Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2017 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Sub-Grantee and Equipment Recipient or Sub-Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Sub-Grantee and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

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

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

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

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

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

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

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

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

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

14. Property Management Requirements:

- a. Effective control and accountability must be maintained for all award-purchased property. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Sub-Grantee or the Equipment Recipient (Sub-Recipient).
- b. The federal procedures for managing equipment will be the responsibility of the Sub-Grantee and/or Sub-Recipient. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:
- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - (2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
 - (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - (4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- c. Disposition: In accordance to 2CFR §200.313: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.
- d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
- e. Equipment Marking: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.
15. Performance: Funds may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those award conditions or other obligations established by ALEA. In the event the Sub-Grantee or the Equipment Recipient or Sub-Recipient fails to perform the services described herein and has previously received an award from ALEA, the full amount of the payments made shall be reimbursed to ALEA. However, if the services described herein are partially performed, and the Sub-grantee has previously received financial assistance, then a proportional reimbursement shall be made to ALEA for payments made.

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

16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.
17. Americans with Disabilities Act of 1990 (ADA): The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-Grantees and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the cooperative agreement, the Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to be registered and active without any exclusions with in the federal database, the System for Award Management (SAM) as outlined in the FEMA/DHS Notice of Funding Opportunity Guide.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.
23. Publications: The Sub-Grantee agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the Federal Emergency Management Agency/Department of Homeland Security". The Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.
26. Compliance Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

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

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.
- a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
 - b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2016 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification, other report or document.
 - f. Other good cause shown.
29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY17 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY17 Homeland Security Grant Program funding.
- a. The Sub-Grantee of FY17 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.
 - b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.
30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the FEMA/DHS Homeland Security Grant

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**COOPERATIVE AGREEMENT
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Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total \$1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

b. In regard to Law Enforcement, the Sub-Grantee agrees to spend the appropriate percentage of this award in compliance with FEMA/DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.

32. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.

33. Overtime and Backfill: Sub-Grantees must read and comply with the funding restrictions provided in FY16 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Sub-Grantee. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package. Unless Sub-Grantee is a part of the Operation Stonegarden in conjunction with FEMA/DHS and Office of Border Patrol and Customs.

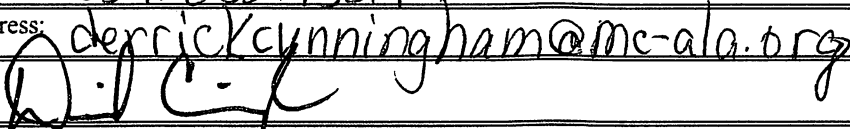
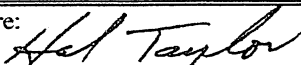
34. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Sub-Grantee must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Sub-Grantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding

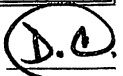
35. Reporting Requirement: The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifteen (15) days after the end of each quarter. The Sub-Grantee agrees to submit a Final Report thirty days (30) after the grant end date.

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

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CERTIFICATION BY THE SUB-GRANTEE	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Sub-Grantee as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and that the receipt of these funds will not supplant state or local funds.	
Name:	Derrick Cunningham
Title:	Sheriff
Agency Address:	115 South Perry Street
Phone Number:	334.832.1646
Fax Number:	
Mobile Number:	334.850.1329
E-Mail Address:	derrickcunningham@mc-ala.org
Signature:	 Date: 11/17/17
CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and, that the receipt of these funds will not supplant state or local funds.	
Name:	
Title:	
Agency Address:	
Phone Number:	
Signature:	Date:
NOTE: THE HS POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. ANY STAFF FUNDED UNDER THIS AWARD MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.	
CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.	
Name:	
Title, Agency, Agency Address, Phone Number:	
Signature:	Date:
CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR	
Name: Hal Taylor	
Title: Secretary, Alabama Law Enforcement Agency	
Signature:	 Date: 11/6/17

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

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

1. LOBBYING

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

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

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

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable 2CFR Part 180 --

A. The applicant certifies that it and its principals:

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

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


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

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

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

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

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

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

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

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

Initial Here



ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending		
-------------------	-----------	--	--------	--	--

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

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

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

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

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

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

Form Completed By
Name:

Title:

Signature:

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DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

DEC -4 2017

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

November 17, 2017

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Regina Walker, Grant Manager *R.W.*
Montgomery County Sheriff's Office

SUBJECT: Homeland Security Grant, Pike Road Volunteer Fire Department
7LOC Grant - \$49,781

I am requesting that the County Commission approve and sign the attached Cooperative Grant Agreement at the December 4th County Commission meeting. After the grant is approved and both copies are signed, please return both of the original signed copies to Regina Walker, Grant Manager.

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

DC/rw

encls.

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

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. Box 304115 | MONTGOMERY, AL 36130-4115
PHONE 334.517.2800 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

November 13, 2017

Derrick Cunningham
Montgomery County Sheriff Office
PO Box 4219
Montgomery, Alabama 36103

Dear Sheriff Cunningham:

This letter is notification that the Montgomery County Sheriff Office has been awarded a grant from the Alabama Law Enforcement Agency (ALEA) under the Homeland Security Grant Program on behalf of the **Pike Road VFD**. Awards made under the grant are for the purpose of conducting exercises, receiving training or the purchase of equipment for the department.

Enclosed are two (2) original copies of the Cooperative Grant Agreement for the HS POC office on behalf of the **Pike Road VFD** and one (1) copy of the Budget Detail Worksheet. Please submit one (1) signed copy of the Cooperative Grant Agreement to the following address:
ALEA, Homeland Security, Attn: Sharri Miller, PO Box 304115, Montgomery, Alabama 36103

The submission of the Cooperative Grant Agreement is acceptance that the Sub-Grantee and Sub-Recipient will adhere to all certifications and regulations set in the agreement. The grant start date is November 1, 2017 and end date is December 1, 2018.

Any agency that receives an award under the Homeland Security Grant Program is required to submit quarterly reports and any other required documentation through the Homeland Security Point of Contact office. If there any questions concerning the allocation please contact Sharri Miller at (334) 517-2776 or email at sharri.miller@alea.gov.

Sincerely,

Shirrell Roberts
Homeland Security Director

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

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2017	4. Amount of: Federal: \$49,781.00 Total: \$49,781.00	5. Effective Dates Begin: 11/1/2017 End: 12/1/2018	6. Award Number: 7LOC Pike Road VFD

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub- Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2017 is herein referred to as the Agreement Fiscal Year.

- 1. Applicable Federal Regulations and Guidance:** The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Sub-Grantee and Equipment Recipient or Sub-Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Sub-Grantee and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.
- 2. Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulation referenced above.
- 3. Audit Requirements:** The Sub-Grantee and Equipment Recipient or Sub-Recipient agree to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the Sub-Grantee has not expended the amount of federal funds that would require a compliance audit. The Sub-Grantee agrees to accept these requirements.
- 4. Non-Supplanting Agreement:** The Sub-Grantee and the Equipment Recipient or Sub-Recipient shall not use FEMA/ Homeland Security Grant Program funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the Sub-Grantee may resume charging for the grant position.
- 5. Project Implementation:** The Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to implement all projects within 90 days following the award effective date or be subject to automatic cancellation of the award. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.
- 6. Written Approval of Changes:** Any mutually agreed upon changes to this award must be approved in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this award. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
- 7. Individual Consultants:** Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.

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

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



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

14. Property Management Requirements:

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

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

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

c. Disposition: In accordance to 2CFR §200.313: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

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

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

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

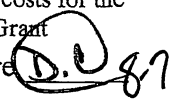
**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.
17. Americans with Disabilities Act of 1990 (ADA): The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-Grantees and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the cooperative agreement, the Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to be registered and active without any exclusions with in the federal database, the System for Award Management (SAM) as outlined in the FEMA/DHS Notice of Funding Opportunity Guide.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.
23. Publications: The Sub-Grantee agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the Federal Emergency Management Agency/Department of Homeland Security". The Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.
26. Compliance Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

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

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.
- a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
 - b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2016 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification, other report or document.
 - f. Other good cause shown.
29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY17 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY17 Homeland Security Grant Program funding.
- a. The Sub-Grantee of FY17 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.
 - b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.
30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the FEMA/DHS Homeland Security Grant

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**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total \$1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

b. In regard to Law Enforcement, the Sub-Grantee agrees to spend the appropriate percentage of this award in compliance with FEMA/DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.

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

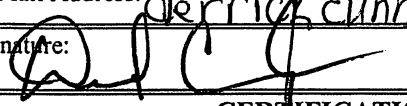
**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

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

A handwritten signature or set of initials, possibly "D.C. 89", written in black ink.

CERTIFICATION BY THE SUB-GRANTEE

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

Name:	Derrick Cunningham
Title:	Sheriff
Agency Address:	115 South Perry Street
Phone Number:	334. 832. 1646
Fax Number:	334. 832. 7113
Mobile Number:	334. 850. 1329
E-Mail Address:	derrickcunningham@mc-ala.org
Signature:	
Date:	11/12/17

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

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

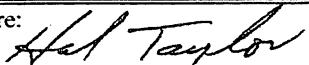
NOTE: THE HS POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. ANY STAFF FUNDED UNDER THIS AWARD MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

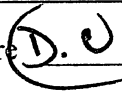
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented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

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name:	Hal Taylor
Title:	Secretary, Alabama Law Enforcement Agency
Signature:	
Date:	11/6/17

Initial Here

 8-10

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

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

1. LOBBYING

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

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

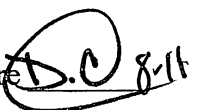
2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable 2CFR Part 180 --

A. The applicant certifies that it and its principals:

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

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



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

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

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

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

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

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

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

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

Initial Here (D.C.) 8-12

ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending			
-------------------	-----------	--	--------	--	--	--

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

(Date)

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

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

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

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

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

Form Completed By

Name:

Title:

Signature:

D.C. 8-13

County:	Montgomery
Agency:	Pike Road Volunteer Fire Department
Date:	8/30/2017

Signature

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

[illegible]

Youth Facility

Memo

To: Donald Mims, Montgomery County Administrator
From: Beverly Riddle Wise, Acting Juvenile Court Administrator
cc: Brandi Alexander, Juvenile Detention Director
Date: 11/28/17
Re: Juvenile Detention Contracts

Please see the attached six contracts for detention beds from Monroe County, Autauga County, the City of Prattville, Butler County, Chilton County, and Elmore County. I am requesting that these contracts be placed on the next agenda for the Commissioners' consideration.

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and;

WHEREAS, Autauga County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Autauga County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee a **second** bed to **Autauga County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. **Autauga County** will pay to Montgomery County the sum of \$20,000.00 for the second guaranteed bed. Payments of \$5,000.00 are to be made at the beginning of each quarter (October, January, April, and July). Autauga County will be guaranteed a third bed in the amount of \$15,000. Payments of \$3,750 are to be made at the beginning of each quarter (October, January, April, and July).
4. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Autauga County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Autauga County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
5. **Autauga County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
6. Montgomery County covenants and agrees to contact the duly authorized representative of **Autauga County** in the event that any extraordinary circumstances occur in the

- housing of the juvenile. The duly authorized representative of **Autauga County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
7. In the event a juvenile housed at the Youth Facility shall become disruptive or “beyond control” while detained or in the custody of the Youth Facility, **Autauga County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
 8. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Autauga County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Autauga County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
 9. All juveniles housed at the Youth Facility and forwarded by **Autauga County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Autauga County** is to contact the Youth Facility prior to presenting a juvenile for detention.
 10. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
 11. **Autauga County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Autauga County**, and they shall assume responsibility for payment to the provider of said services.
 12. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility

Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **Autauga County** will report all suspicion of sexual abuse or sexual harassment immediately.

13. If any dispute arises between **Autauga County** and Montgomery County, then said **Autauga County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
14. This contract shall be for a period of three years except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Autauga County** has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

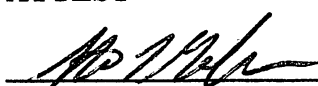
MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

AUTAUGA COUNTY



**ADMINISTRATOR/CLERK/
TREASURER**



CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, Butler County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Butler County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee this bed to **Butler County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Butler County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Butler County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **Butler County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **Butler County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Butler County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

6. In the event a juvenile housed at the Youth Facility shall become disruptive or “beyond control” while detained or in the custody of the Youth Facility, **Butler County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Butler County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Butler County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **Butler County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Butler County** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **Butler County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Butler County**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **Butler County** will report all suspicion of sexual abuse or sexual harassment immediately.

12. If any dispute arises between **Butler County** and Montgomery County, then said **Butler County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
13. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Butler County** has caused this instrument to be executed by the Chairman of its County Commission on the 12th day of September, 2017.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

BUTLER COUNTY

Diane Kipatuck
ADMINISTRATOR/CLERK/
TREASURER

Mark A. Haden
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, Chilton County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. The said Montgomery County covenants and agrees to guarantee this bed to **Chilton County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
2. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Chilton County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Chilton County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
3. **Chilton County** will pay to Montgomery County the sum of \$100.00 per day for any juvenile housed.
4. Montgomery County covenants and agrees to contact the duly authorized representative of **Chilton County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Chilton County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
5. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Chilton County** will be notified and shall take said juvenile back into custody as soon as practicable but in no

case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.

6. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Chilton County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Chilton County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
7. All juveniles housed at the Youth Facility and forwarded by **Chilton County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Chilton County** is to contact the Youth Facility prior to presenting a juvenile for detention.
8. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
9. **Chilton County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Chilton County**, and they shall assume responsibility for payment to the provider of said services.
10. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **Chilton County** will report all suspicion of sexual abuse or sexual harassment immediately.
11. If any dispute arises between **Chilton County** and Montgomery County, then said **Chilton County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
12. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Chilton County** has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

CHILTON COUNTY

Crista Madden
ADMINISTRATOR/CLERK/
TREASURER

Alle BH
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and;

WHEREAS, Elmore County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Elmore County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee a **second and third** bed to **Elmore County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. **Elmore County** will pay to Montgomery County the sum of \$25,000.00 for the second and \$20,000 for the third guaranteed bed for a total of \$45,000. Payments of \$11,250.00 are to be made at the beginning of each quarter (October, January, April, and July).
4. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Elmore County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Elmore County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
5. **Elmore County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
6. Montgomery County covenants and agrees to contact the duly authorized representative of **Elmore County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Elmore County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling

and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

7. In the event a juvenile housed at the Youth Facility shall become disruptive or “beyond control” while detained or in the custody of the Youth Facility, **Elmore County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
8. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Elmore County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Elmore County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
9. All juveniles housed at the Youth Facility and forwarded by **Elmore County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Elmore County** is to contact the Youth Facility prior to presenting a juvenile for detention.
10. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
11. **Elmore County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Elmore County**, and they shall assume responsibility for payment to the provider of said services.
12. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the

Juvenile Detention Director. **Elmore County** will report all suspicion of sexual abuse or sexual harassment immediately.

13. If any dispute arises between **Elmore County** and Montgomery County, then said **Elmore County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

14. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Elmore County** has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

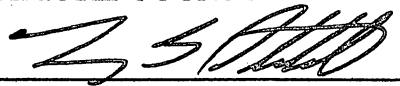
CHAIRMAN

ATTEST

ELMORE COUNTY



**ADMINISTRATOR/CLERK/
TREASURER**



CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, Monroe County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Monroe County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee this bed to **Monroe County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Monroe County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Monroe County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **Monroe County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **Monroe County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Monroe County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

6. In the event a juvenile housed at the Youth Facility shall become disruptive or “beyond control” while detained or in the custody of the Youth Facility, **Monroe County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Monroe County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Monroe County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **Monroe County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Monroe County** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **Monroe County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Monroe County**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **Monroe County** will report all suspicion of sexual abuse or sexual harassment immediately.

12. If any dispute arises between **Monroe County** and Montgomery County, then said **Monroe County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
13. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Monroe County** has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

MONROE COUNTY

Gwendolyn D. Richardson

**ADMINISTRATOR/CLERK/
TREASURER**

Greg Adams

CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the City of Prattville, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. The said Montgomery County covenants and agrees to guarantee **one** bed to **the City of Prattville** for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
2. **The City of Prattville** will pay to Montgomery County the sum of \$20,000.00 for the guaranteed bed. Payments of \$5,000.00 are to be made at the beginning of each quarter (October, January, April, and July).
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **the City of Prattville** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **City of Prattville** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **The City of Prattville** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **the City of Prattville** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **the City of Prattville** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **City of Prattville** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles

requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.

7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **City of Prattville** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **City of Prattville** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **City of Prattville** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **City of Prattville** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **The City of Prattville** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **City of Prattville**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **City of Prattville** will report all suspicion of sexual abuse or sexual harassment immediately.
12. If any dispute arises between **the City of Prattville** and Montgomery County, then said **City of Prattville** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
13. This contract shall be for a period of three years except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and the City of Prattville has caused this instrument to be executed by the Mayor of its Municipality on the 19th day of September, 2017.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

CITY OF PRATTVILLE

Cathy Dickerson
ADMINISTRATOR/CLERK/
TREASURER

Bill Villalaz
~~CHAIRMAN~~ Mayor

DEC - 4 2017

Memo

To: Donald Mims, County Administrator
From: Beverly Riddle Wise, Acting Juvenile Court Administrator *BRW*
Re: Davis Treatment Center Contract
Date: November 14, 2017

Attached please find a draft copy of the Davis Treatment Center Agreement with The Bridge, Inc. I am requesting that it be placed on the Commission Agenda for Approval. The agreement is for the period commencing December 1, 2017 and ending September 30, 2018.

STATE OF ALABAMA
AGREEMENT
Between
Montgomery County Commission
And
The Bridge, Inc.

FOR THE
Davis Program

This Contract (the "Agreement") is entered into by and between the Montgomery County Commission (hereinafter sometimes referred to as "Contracting Authority") and The Bridge, Inc. (hereinafter sometimes referred to as "Company" and/or "The Bridge").

WHEREAS, the Contracting Authority is the designated authority seeking the Implementation of the Davis Program (hereinafter referred to as "the Program") in Montgomery County, Alabama.

WHEREAS, the Contracting Authority desires to have the Program operated and managed by an organization with experience in adolescent programs; and

WHEREAS, the Contracting Authority desires that The Bridge, Inc. undertake the operation and management of said Davis Program under the following conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

Section 1. Purpose. The Company hereby agrees to undertake the development, operation and management responsibilities of the Davis Treatment Center to include a community day reporting/treatment program, Parent Project program, and Transitions program. The Company agrees to operate the Program under the terms of this Agreement at such time agreed to by the Company and the Contracting Authority and established as set out herein. The operation of the Program will be in accordance with the required terms and conditions provided within the Request for Proposal # 52601-17P-024.

Section 2. Duty to Cooperate. The parties acknowledge that their cooperation is critical to the ability of the Company to perform its duties successfully and efficiently. Accordingly, each party agrees to cooperate with the other fully in formulating and implementing the Company's recommendations. Both parties agree to cooperate with all audits, reviews, or inspections.

Section 3. Standard for the Davis Program Operation. While the Davis Program is under the management and control of the Company's operation, the Program will, subject to limitations beyond the control of the Company, conform to applicable federal, state, and local statutes and ordinances and the applicable laws of the State of Alabama.

Section 4. Inventory. Representatives of the Contracting Authority and the Company will complete an inventory of equipment and furnishings provided by the Contracting Authority for the operations of the Davis Program. The Contracting Authority will be responsible for all major repair and replacement of equipment and furnishings provided to the Company for the operation of the Davis Program.

Section 5. Insurance. The Company, at its sole cost and expense, shall provide for the comprehensive liability coverage and workers' compensation for all of the Company's agents, servants, employees, personnel, and other persons connected in any way to the operation and the management of the Program. The Company shall provide property coverage for any personal property used in the operation of the Davis Program. The Contracting Authority will be responsible for the property and facilities furnished to the Company in operating the Davis Program.

Section 6. Characteristics. The Program shall comply with applicable constitutional and DYS standards as well as any local, state, or federal standards, statutes, rules and regulations.

Section 7. Juvenile Records. The Company will have written policies and procedures to govern a juvenile record system. Information contained in the juvenile records shall be consistent with that required by Alabama Department of Youth Services for non-committed youth, and has been established in all programs of The Bridge, Inc. All information shall be considered confidential and is subject to release or disclosure only to authorized representatives of the agency having jurisdiction over the juvenile. Release of juvenile records to physicians or other health care providers for use in treatment is hereby expressly authorized by the Confining Jurisdiction.

Section 8. Program Records. The Company will maintain program records of all significant activities related to the operation of the Program. These records will be available for review by the Contracting Authority.

Section 9. Compliance. The Company agrees to comply with the standards of the Alabama Department of Youth Services and the Medicaid Administrative Code, the Medicaid Provider manual, Rehabilitative Services, Chapter 105.

Section 10. Physical Examination. The Contracting Authority will pay for a complete physical exam to include the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) for youth entering the Program.

Section 11. Term. The Term of this Agreement shall commence on **December 1, 2017** and shall run through **September 30, 2018** with the option of both the Contracting Authority and the Company to renew this agreement under the same terms. If State funding is available, the contract may be increased up to 5% for each one-year renewal period. The Company understands that the term of this Agreement and any subsequent renewal periods is dependent on necessary funds being paid to the Contracting Authority for the compensation outlined in Section 13 herein.

Section 12. Termination for Convenience. Either party may terminate this Agreement without cause for any reason. Either party shall give written notice to the other party at least thirty (30) days before the effective termination date.

Section 13. Compensation for Services. The Contracting Authority hereby agrees to pay the Company, as compensation for their services related to this Agreement, for the period commencing on **December 1, 2017** and ending **September 30, 2018**, the sum of **\$387,500** dollars, payable in monthly installments of **\$38,750.00**.

The parties agree that the compensation to the Company for any renewal periods will be negotiated by the parties beginning not later than sixty (60) days prior to each such remaining annual period. In the event the parties are not able to agree on the compensation for said remaining annual periods, the Company shall continue operation of the Facility for the then existing compensation for a period through and including thirty (30) days from delivery of written notice termination this Agreement.

Section 14. Billing for Services. The Company will submit an invoice to the Contracting Authority monthly for services provided during the month in accordance with the Request for Proposal #52601-17P-024. Payment for the services invoiced is due within 10 days of receipt of the invoice by the Contracting Authority.

Section 15. Unusual Occurrences and Incidents. The Company will immediately notify the Contracting Authority in the event of an unusual occurrence or incidents and thereafter as requested and as soon as practical, furnish written notification of such occurrence or incident. In the event of a disturbance caused by a client, or if any security threat or peril should occur with or outside the Program, the Contracting Authority shall be notified immediately. The Company will cooperate with the Contracting Authority and local law enforcement agencies in taking command and restoring order.

Section 16. Breach, Notice, and Cure. In the event of a breach of any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have ten (10) days in which to cure the breach. Only if the breach is not cured within such period shall the non-breaching party be entitled to pursue any remedies it may have due to the breach.

In the event any provision contained in the Agreement shall be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 17. Prohibition of Assignment. The Contracting Authority acknowledges that the nature of the services to be rendered under this agreement are unique and based on the Company's expertise and that as a consequence of such, the Contracting authority is prohibited from assigning duties or obligations due under the terms of this Agreement without the consent of the Company.

Section 18. Hold Harmless. The Company will hold harmless the Contracting Authority as to any charge back, penalties, state or federal repayments and any interest incurred by reason of any Title XIX noncompliance arising out of or connected with any action or failure to act by the Company in regard to the Company's responsibilities in regard to the Rehabilitative services or eligibility therefor as contemplated by this agreement. The term "Title XIX noncompliance" shall be construed to mean any failure or inability of the Company to meet the Medicaid requirements of Title XIX of the Social Security Act, and any regulations promulgated by the Federal government in connection therein.

The Company will hold harmless the Contracting Authority as to any penalties, state, or federal charge backs and/or replacements and any interest incurred by any reason as a result of the findings of any Medicaid, Attorney General or DYS Audit. The Company will hold harmless the Contracting Authority as to any and all actions of the Company.

Section 19. Notice. If notice or demand of any kind is to be given by any party to any other party, it shall be in writing, signed by the party giving it, directed to the intended recipient with sufficient postage prepaid certified mail, addressed as follows:

To the Contracting Authority:

Beverly Wise
Montgomery County Family Court
P.O. Box 9219
1111 Airbase Blvd
Montgomery, AL 36108-9219

To the Company:

Tim Naugher, Executive Director
The Bridge, Inc.
3232 Lay Springs Road
Gadsden, AL 35904-8611

Section 20. Formal Review and Evaluation. The Company and the Montgomery County youth facility staff will provide a quarterly review and evaluation of the services provided under this Agreement and the corresponding RFP. A written report summarizing the review and evaluation will be provided to the presiding Family Court Judge of Montgomery, Alabama.

Section 21. Resolution of Disputes. 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 and 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 Montgomery County Commission and The Bridge, Inc.

Section 22. Complete Agreement; Amendments and Waivers. This Agreement and all exhibits hereto and incorporated by references as set out fully herein comprise the entire understanding of the parties with respect to the transactions contemplated hereby.

This Agreement may be amended, each party may take any action herein prohibited or omit to take action herein required to be performed by it, and any breach of any covenant, agreement, warranty or representation may be waived, only if each party has obtained the written consent or waiver of the other party as to that specified breach only.

ATTEST:

The Bridge, Inc.

By: _____ Date: _____
Tim Naugher, Executive Director

ATTEST:

The Montgomery County Commission

By: _____ Date: _____



www.mc-ala.org/da

Daryl D. Bailey
District Attorney
Fifteenth Judicial Circuit of Alabama
251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667



(334)832-2550
AGENDA
DEC - 4 2017

MEMORANDUM

TO: Elton N. Dean, Sr., Chairman
Montgomery County Commission

FROM: Rhonda B. Cape
Chief Administrator

DATE: November 15, 2017

SUBJECT: Equitable Sharing Agreement and Certification

The Equitable Sharing Agreement and Certification for our office is enclosed. Your signature is required for submission. I respectfully request this item be placed on the next agenda.

Contact me at 832-1652 if you have any questions.



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: AL003025A
Agency Name: Montgomery County District Attorney 15th Judicial
Mailing Address: 100 South Lawrence St
PO Box 1667
Montgomery, AL 36102

Type: Prosecutor's Office

Finance Contact

Name: Cape, Rhonda
Phone: 334-832-1652

Email: rhondacape@mc-ala.org

ESAC Preparer

Name: Cape, Rhonda
Phone: 334-832-1652

Email: rhondacape@mc-ala.org

FY End Date: 09/30/2017

Agency FY 2018 Budget: \$7,897,958.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (Must match Ending Balance from prior FY)	\$0.00	\$0.00
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force (Complete Table B)	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$0.00	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n below)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$0.00	\$0.00

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0.00	\$0.00
b	Training and education	\$0.00	\$0.00
c	Law enforcement, public safety and detention facilities	\$0.00	\$0.00
d	Law enforcement equipment	\$0.00	\$0.00
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang and other education or awareness programs	\$0.00	\$0.00
j	Matching grants (Complete Table C)	\$0.00	\$0.00
k	Transfers to other participating law enforcement agencies (Complete Table D)	\$0.00	\$0.00
l	Support of community-based programs (Complete Table E)	\$0.00	
m	Non-categorized expenditures (Complete Table F)	\$0.00	\$0.00
n	Salaries (Complete Table G)	\$0.00	\$0.00
Total		\$0.00	\$0.00

Date Printed: 11/15/2017

Page 1 of 4

February 2016
Version 3.2

11-2

Table B: Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Table E: Support of Community-based Programs

Recipient	Justice Funds	

Table F: Non-categorized expenditures in (a) - (n) Above

Description	Justice Funds	Treasury Funds

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Did your agency purchase any controlled equipment? ☐ YES ☒ NO

Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted within 60 days of the end of the Agency's fiscal year. This Document must be signed and submitted electronically. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that funds are maintained by the jurisdiction maintaining appropriated funds and agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Super Circular, 11-4

Date Printed: 11/15/2017

Page 3 of 4

February 2016
Version 3.2

Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Bailey, Daryl D
Title: District Attorney
Email: darylbailey@mc-ala.org

Signature: D. Bailey Date: 11/17/17

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing programs. The Law Enforcement Head also certifies that no items on the Prohibited list, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds on or after October 1, 2015.

Governing Body Head

Name: Dean Sr., Elton N
Title: Chairman, Montgomery County Commission
Email: eltondean@mc-ala.org

Signature: _____ Date: _____

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

☐ I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

PH&J architects
INCORPORATED
ARCHITECTS & INTERIOR DESIGN
Founded 1957 ♦ Pearson, Humphries, & Jones Architects

AGENDA

DEC - 4 2017

807 South McDonough Street ♦ Montgomery, AL 36104-5080 ♦ P.O. Box 215-36101
334-265-8781 ♦ www.phjarchitects.com ♦ phj@phjarch.com

Patrick T. Addison, AIA

Harrell G. Gandy, AIA

E. Griffin Harris, AIA

Renis Jones III, AIA

Tuesday, November 14, 2017

Mr. Donnie Mims, Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Proposals from Carmichael Engineering, Inc. for Geotechnical Investigation and Engineering Services at the New Montgomery County Department of Human Resources (MCDHR) Building and Site Development
PH&J No: 1711-GV

Mr. Mims:

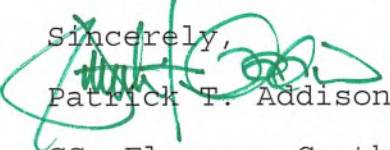
I have received the proposal from Carmichael Engineering, Inc. for the geotechnical investigation and engineering services for the New Montgomery County Department of Human Resources (MCDHR) Building and Site Development as directed by my office. Based on my review of the proposal, we would recommend that the Montgomery County Public Building Authority accept Carmichael's proposal, based on the proposed price of \$8,330.00 for completing the requested services.

If the proposal is acceptable to the Public Building Authority, please let me know, so I get Carmichael to schedule the geotechnical work.

If you or the Public Building Authority have any questions, please don't hesitate to call.

Thanking you in advance, I am

Sincerely,


Patrick T. Addison, AIA, NCARB

CC: Florence Cauthen, Lamar Allen, Sherrill Thomas, Hal Gandy, Tena Barnes



CARMICHAEL

Engineering, Inc.

November 13, 2017

Ms. Tena Barnes -Architect
PH&J Architects
807 South McDonough Street
Montgomery, Alabama 36104

Reference: Geotechnical Investigation For
Montgomery County DHR Officer
3030 Mobile Highway
Montgomery, Alabama
Our Proposal No. 8139R1

Dear Ms. Barnes,

Carmichael Engineering, Inc. appreciates this opportunity to submit a proposal to provide a geotechnical investigation for the planned Montgomery County DHR Office. We are submitting this proposal based on the request for proposal dated November 3, 2017 and the preliminary construction information you provided.

The project is located at 3030 Mobile Highway in a geologic location characterized by Coastal Plain Sediments. Two predominate formations, the Mooreville Chalk Formation and the Eutaw Formation, are mapped at the proposed building site. Carmichael Engineering, Inc., has had extensive experience in these formations in the Montgomery area.

Project Information

It is our understanding that the project will include the construction of a three-level building with approximately 100,000 square feet. The planned construction will include concrete/composite deck, steel columns, metal stud and brick veneer. The building column loads are expected to be in the range of 300 kips. The building will include 2 elevators with hydraulic lifts. We also understand the soil conditions at the site may require the use of a deep foundation system.

The planned DHR building will be located in an existing asphalt paved parking lot although the exact location has not been finalized. The new building will be located north of the existing DHR building. The existing DHR building will be demolished at a later date to make room for a new parking lot to serve the new building. Other portions of the existing drives and parking lots may also be upgraded to serve the new DHR building.

Geotechnical and Environmental Consultants

P.O. Box 241702
Montgomery, Alabama 36124-1702

careng@carmichaelengineering.com

Phone: 334 213-5647
Fax: 334 213-7348

12-2

Proposed Scope of Work

Geotechnical Investigation

We propose to provide a comprehensive geotechnical investigation of the site which will be completed under the direction of and will be evaluated by J. Stephen Carmichael, P.E. and Brandon M. Rountree, P.E. Based on our examination of the site and the provided construction information, we propose the following scope of work;

1. Perform 8 soil test bores at depths of 35 to 40' below the existing ground surface, in the planned building area and 7 soil test bores in the planned new and upgraded pavement areas. Five of the pavement area bores will be completed to depths of 6.5' where the grades are expected to remain close to the existing grades. The two bores at the front corners of the existing DHR building will be extended to depths of 35 to 40' due to potential deeper cuts in this area. The attached aerial plan shows a proposed test boring scheme that will be adjusted accordingly once the building location is finalized. The boring layout will be accomplished using a sub-foot accurate GPS referencing the site plan when it becomes available.
2. Laboratory testing will include 6 atterberg limits tests, 6 grain size analyses, 42 soil moisture tests, and other tests as appropriate based on the conditions encountered.
3. We will submit an initial Design Report with our findings, recommendations for site preparation and recommendations for shallow foundations, intermediate foundations, or deep foundations as appropriate based on the soil conditions. The recommendations will also address floor slabs, loading docks, retaining walls, pavements, and general recommendations and comments for the planned construction. This report will address all of the applicable items listed in the request for proposal.
4. We will prepare a final Approved Soil Report that addresses the specific site development requirements and foundation systems once the design team has selected any options described in the Design Report.

Geotechnical Investigation Fee

We propose to provide the mobilization, the necessary field engineering technician time and senior geotechnical engineering time to complete the field work, laboratory analyses, and engineering analysis, the initial Design Report and the final Approved Report for a cost of \$8330.



Ms. Tena Barnes
November 13, 2017
Page 3

Schedule

We are available to begin work within 5 to 7 days of your notification to proceed. Please allow 2 full days to complete the field work. We will complete the field work in a manner to minimize disruption of the parking lot operations. The Design Report will be available within 3 weeks of your notice to proceed.

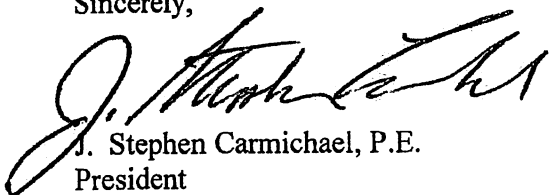
Construction Materials Testing Services and Special Inspections

Carmichael Engineering, Inc., would appreciate the opportunity to provide the construction materials testing, construction monitoring, and special inspections for the project. We routinely provide special inspections on projects of this magnitude. We have an experienced staff of eight senior level engineering technicians (including weld inspectors) in our main Montgomery office working under the supervision of our engineers to provide the special inspections. These services can be provided on a full or part time basis as required by the demands of the project. Furthermore, we have a dedicated administrative and clerical support staff to provided project reports in a timely manner. Once the construction plans, a construction schedule and a construction cost estimate is available, we can establish a budget for the construction materials testing and special inspection services.

Authorization

We look forward to working with you for this project. Please sign the attached work authorization to serve as our work order for the proposed geotechnical services. If you have any questions concerning our proposal, please do not hesitate to call our office.

Sincerely,



J. Stephen Carmichael, P.E.
President

attachments: Work Authorization
Proposed Bore Plan
Geotechnical Fee Schedule / Estimate
Qualifications
Similar Projects List

Copy: 1 - Ms. Tena Barnes - Architect



Carmichael Engineering, Inc.

PROPOSAL/WORK ORDER

P.O. Box 241702

Montgomery, Alabama 36124-1702

(334) 213-5647 / FAX (334) 213-7348

Carmichael Engineering, Inc., (CEI), is pleased to provide the services described below. The purpose of this form is to obtain written authorization for the work requested and to establish the terms under which these services are to be provided as herein set forth.

Compensation for services rendered will be based on the attached Fee Schedules, Exhibit A, to the agreement, or as herein set forth as part of this work order. If CEI is required to modify the scope of work at your request or it is determined during the execution of the work that a modification of scope is required, CEI will promptly seek a mutually agreeable revision to the scope of work and associated Fee Schedule. Exhibit C to this agreement (entitled General Conditions Of Agreement With The Client) is made an integral part of this agreement and is incorporated herein by reference and this agreement is subject to all the terms and conditions as set forth in Exhibit C.

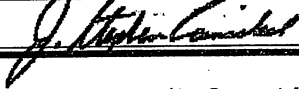
PROPOSAL NO.: WO#8139R1 JOB NAME: Montgomery County DHR Office

JOB LOCATION: Montgomery STATE: AL

JOB DESCRIPTION: Geotechnical Investigation and report of findings, recommendations for site preparation, shallow foundations, intermediate foundations or deep foundations as appropriate and ground supported floor slabs, loading dock walls, pavements, and general recommendations and comments for the planned construction.

SCOPE OF WORK AUTHORIZED: The scope of work includes mobilization, bore layout, asphalt coring and patching, 8 soil test bores at depths of 35' to 40' in the planned building area, 7 soil test bores in the planned pavement areas (5 at 6.5' deep and 2 at 35 to 40' deep), 6 soil particle size tests, 6 soil atterberg limit tests, 42 soil moisture tests, 20 hours for a senior engineering technician (level 2), 3 hours for a senior engineering technician (level 3), 3 hours for an engineering technician, and 10 hours for a senior geotechnical engineer for site review, evaluation of test data and report preparation. We propose to provide these services at a cost not to exceed \$8330. The scope of the field and laboratory work may be modified depending on the conditions encountered. We will not exceed the estimated cost without authorization. This proposal is based on the site being accessible to truck and ATV mounted drilling equipment.

CEI AGENT: J. Stephen Carmichael President



(SIGNATURE)

Date: 11/13/17

(Information Below To Be Provided By Client)

INVOICE TO BE PAID BY:

CLIENT: _____ FEDERAL I.D.#: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT: _____ PHONE () _____

WORK AUTHORIZED BY: _____ (PLEASE PRINT NAME)

_____ (PLEASE PRINT TITLE)

DATE: _____ (SIGNATURE)

INSTRUCTIONS: COMPLETE, SIGN AND RETURN ONE COPY TO CEI. RETAIN ONE COPY FOR YOUR RECORDS. 125

EXHIBIT C
CARMICHAEL ENGINEERING, INC.
GENERAL CONDITIONS OF AGREEMENT WITH THE CLIENT

1. **PAYMENT TERMS.** CARMICHAEL ENGINEERING, INC., (hereinafter called "CEI") will submit invoices to client monthly and a final bill upon completion of services. Invoice will show charges for different personnel, unit prices and/or expense classifications unless a lump sum payment is agreed to as part of this agreement. Payment is due upon presentation of invoice and is past due ten (10) days from the invoice date. Client agrees to pay a finance charge of two percent (2%) per month (minimum of \$25.00 per month) on the principal amount of any past due account. In the event CEI deems it necessary to refer the account to an attorney for collection, client agrees to pay all costs of collection, including a reasonable attorney's fee.
2. **INSURANCE.** CEI maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits and property damage limits of, to wit \$1,000,000 combined single limit. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen (15) days written notice be given prior to cancellation. Cost of the above is included in our quoted fees. If additional coverage, such as additional insured endorsements, waiver of subrogation or increased limits of liability are required, CEI will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
3. **STANDARD OF CARE.** The only warranty or guarantee made by CEI in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for geotechnical/environmental services or by our furnishing oral or written reports.
4. **LIMITATION OF LIABILITY.** Client agrees to limit CEI's liability to client, and to all construction contractors and subcontractors on the project, arising from CEI's professional acts, errors or omissions or other professional negligence, so that the total aggregate liability of CEI to all those named shall not exceed \$1,000,000 (one million dollars).
5. **RIGHT OF ENTRY.** Unless otherwise agreed in writing, client will provide for the right of entry for CEI, its agents and employees and all equipment necessary for the completion of the work. While CEI will take reasonable precautions to minimize any damage to the site, it is understood by the client that in the normal course of work some damage may occur and that the cost of correction or repairing such damage is not included in the quoted fee and CEI is not responsible unless specifically stated. If client desires CEI to repair or correct the damage, the cost of such repairs or corrections will be paid by client as an additional fee.
6. **EXISTING MAN MADE OBJECTS.** It is the duty of the client to disclose the presence and accurate location of all hidden or obscure man made objects, including utility lines, relative to field test or boring locations. CEI field personnel are trained to recognize clearly identifiable stakes or markings in the field and, without special written instructions to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. If CEI is notified in writing of the presence or potential presence of underground or above ground obstructions, such as utilities, CEI will give special instructions to its field personnel. CEI will contact the Alabama Line Location Service and the local utility service to have underground lines marked prior to beginning the fieldwork. Client agrees to indemnify and save harmless CEI from all claims, suits, losses, personal injuries, deaths and property liability resulting from unusual subsurface structures, owned by client or third parties, occurring in the performance of the proposed services, the presence and exact locations of which were not revealed to CEI in writing, and to reimburse CEI for expenses in connection with any such claims or suits, including reasonable attorney's fees.
7. **SAMPLING OR TESTING LOCATION.** The fees included in the Agreement do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field test or boring locations described in CEI's report or shown on sketches are based on specific information furnished by the client or clients agent or estimates made by CEI technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report or contracted for at the inception of the Agreement.
8. **SAMPLE DISPOSAL AGREEMENT.** CEI will retain soil and rock samples which are not used for testing for forty-five (45) days after submission of our report. After forty-five (45) days the retained samples will be discarded unless the client has made written request for storage or transfer of the samples. Client shall be responsible for the expense of such storage or transfer.

9. **SAFETY.** If CEI's scope of work includes periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor (i.e. not CEI) will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by CEI is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.
10. **ENGINEERING, EQUIPMENT AND TECHNICAL SERVICES.** Fees for such services are based on all time spent on the project by engineering or technical personnel at the hourly or unit rates of the Fee Schedules. The quoted fee may not cover the cost of conferences, site visits, review of foundation plans and specifications, or other services subsequent to submission of our report. Such additional services will be invoiced at the applicable rates. All engineering and technical work is generally done by CEI's regular employees; however, special services by other firms or consultants may be needed on occasion and will be invoiced at the applicable rates but no "outside" services will be contracted for without clients prior permission.
11. **ASSIGNMENT.** Neither client or CEI may delegate, assign, sublet or transfer its duties or interest in this agreement without the prior written consent of the other party.
12. **OWNERSHIP OF DOCUMENTS.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by CEI, as instruments or service, shall remain the property of CEI. Client agrees that under no circumstances shall any documents or reports produced by CEI pursuant to this Agreement be used at any location or for any project not expressly provided for in this agreement without the written permission of CEI. Client agrees that all reports and other work furnished to client or its agents, which are not paid for, will be returned upon demand and will not be used by client for any purpose whatsoever. CEI will retain all pertinent written records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to client at all reasonable times. During this five (5) year period, CEI will provide client with copies of documents created in the performance of the work, at the expense of client.
13. **TERMINATION.** This agreement may be terminated by either party upon fourteen (14) days written notice in the event of material failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if the material failure has been remedied before the expiration of the period specified in the written notice. In the event of termination, CEI shall be paid for all services performed and expenses incurred up to the termination notice date plus reasonable termination expenses. The expenses of termination or suspension shall include all direct costs of CEI in completing such analysis, records and reports.
14. **GOVERNING LAW.** This agreement shall be governed and construed in accordance with the laws of the State of Alabama, United States of America.
15. **SEPARABILITY.** The provisions of this agreement are separate and divisible, and, if any court of competent jurisdiction shall determine that any provision hereof is void and/or unenforceable, the remaining provisions shall be construed and shall be valid as if the void and/or unenforceable provisions or were not included in this Agreement.
16. **WAIVER.** Except as otherwise especially provided in this Agreement, no failure on the part of either party to exercise, and no delay in exercising, any rights, privilege or power under this Agreement shall operate as a waiver or relinquishment thereof, nor shall any single partial exercise by either party or any right, privilege or power under this Agreement preclude any other or further exercise thereof, or the exercise of any right, privilege or power. Waiver by any party of any breach of any provisions of the Agreement shall not constitute or be construed as a continuing waiver, or a waiver of any other breach of any provision of this Agreement.
17. **BINDING.** This agreement shall be binding upon all of the parties and their respective estates, heirs, administrators, executors, successors and assigns.
18. **STIPULATION.** Each of the parties to this Agreement as set forth herein and in the Work Order furnished by CEI stipulates that they have read, understand and agree to be bound by all of the terms set forth pursuant to the documents which are the basis of this agreement.

(Revised 1/1/09)

Exhibit A

Geotechnical Services Fee Estimate

Montgomery County DHR

Montgomery, Alabama

November 13, 2017

Proposal # 8139R1

Description	Estimated Quantity	Item	Unit Fees \$	Total \$
Field Services				
Mobilization of Drill Rig & Equipment	1	L.S.	75.00	75.00
Boring Layout	1	L.S.	175.00	175.00
ASTM D-1586 Soil Bores 7 @ 35, 3 @ 40', 5 @ 6.5'	397.5	Feet	10.00	3975.00
Asphalt Coring Equipment	0.5	Days	175.00	87.50
Asphalt Cores	3	Cores	15.00	45.00
Asphalt Patches	11	Patches	7.00	77.00
Senior Engineering Technician Level 3	3	Hours	65.00	195.00
Senior Engineering Technician Level 2	20	Hours	55.00	1100.00
Engineering Technician	3	Hours	35.00	105.00
Laboratory Tests				
Soil Grain Size Tests (sieves)	6	Tests	55.00	330.00
Soil Atterberg Limit Tests	6	Tests	65.00	390.00
Moisture Tests	42	Tests	7.75	325.50
Engineering/Reporting				
Senior Geotechnical Engineer	10	Hours	145.00	1450.00
Fee Estimate Grand Total				\$8,330.00



QUALIFICATIONS

J. Stephen Carmichael, P.E., President - Senior Geotechnical Engineer

Mr. Carmichael is a graduate of Auburn University with Bachelor of Science degree in Civil Engineering. He is a Licensed Professional Engineer in Alabama, Georgia, Mississippi, Florida, Tennessee, and Louisiana. He has 40 years experience in the field of geotechnical and construction materials testing and over 35 years experience in geotechnical engineering and environmental evaluations. In 1988 Mr. Carmichael was a founding principal partner and senior geotechnical engineer in Christian Carmichael Inc., a geotechnical, environmental and construction materials testing firm. In 1997 he was founder and president of Carmichael Engineering, Inc., til the present time. Carmichael Engineering, Inc., provides geotechnical, environmental, and construction materials testing services throughout the southeastern United States.

During his career Mr. Carmichael has been the senior design geotechnical engineer for over 5000 geotechnical investigations for a multitude of projects ranging from residential structures to multilevel office buildings, hotels and hospitals, schools and colleges, roadways, bridges, runways, water tanks, communication towers, water treatment and sewage treatment plants, industrial plants and manufacturing facilities. His responsibilities have also included management and performance of quality control and quality assurance construction materials testing and monitoring programs for over 10,000 individual projects.

Brandon M. Rountree, P.E. - Senior Geotechnical Engineer / Project Manager

Mr. Rountree is a graduate of Auburn University with a Bachelor of Science degree in Civil Engineering. He is a Licensed Professional Engineer in Alabama. He has been involved in the construction industry for the past 15 years ranging from residential projects to large commercial projects. Mr. Rountree became a partner of Carmichael Engineering in 2005. In the past 12 years he has been providing geotechnical consulting services and construction materials testing services.

As a partner of Carmichael Engineering, Inc., (CEI) Mr. Rountree serves as a project manager for CEI on numerous projects and has been the project manager for over 750 projects. He insures continuity of the geotechnical aspects of the project from the design to the construction phases through monitoring of field operations and coordination with other project team members. His duties involve the management of the daily operations of CEI personnel and providing oversight of the construction materials testing and special inspection services provided by CEI. He has been the senior design geotechnical engineer for over 500 geotechnical investigations for various types of projects.

Similar Projects Lists

The following is a partial listing of projects similar in size and work scope to the planned Montgomery County DHR Facility that Carmichael Engineering has provided geotechnical services and/or construction materials testing and special inspection services.

- Montgomery Cardio Vascular Center - Montgomery, Alabama.
- Social Security Building - Montgomery, Alabama.
- Five Story Commercial / Residential Building (79 Commerce) - Montgomery, Alabama.
- Troy University Wellness Center - Troy Alabama.
- East Alabama Medical Center Cancer Center - Opelika, Alabama.
- Bessemer City Hall - Bessemer Alabama.
- Auburn University Performing Arts Building - Auburn, Alabama



MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: November 7, 2017

RE: Contract No. 53104-16B-005
Traffic Signage

I request that the attached Amendment No. 2 to Osburn Associates, Inc. contract for traffic signage be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning January 4, 2018 and ending on January 3, 2019.

Osburn Associates, Inc. chooses not to increase prices during the terms of this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated George Speaker, County Engineer.

Attachment

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

Amendment
To
Contract # 53104-16B-005

Amendment No. 2

Contract with Osburn Associates, Inc. for Traffic Signage and Supplies is hereby extended for one (1) year, beginning January 4, 2018 and ending January 3, 2019.

There will be no price increase during this contract period

All other provisions of the contract remain the same.

WITNESS:

OSBURN ASSOCIATES, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: November 7, 2017

RE: Contract No. 51500-17B-006
Offsite Printing of Notices

I request that the attached Amendment No. 1 to Diversified Companies, LLC. contract for offsite printing of notices be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning January 3, 2018 and ending on January 2, 2019.

Diversified Companies, LLC. chooses not to increase prices during the terms of this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Janet Buskey, Revenue Commissioner.

Attachment

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

Amendment
To
Contract # 51500-17B-006

Amendment No. 1

Contract for offsite printing, is hereby extended for one (1) year beginning January 3, 2018 and ending January 2, 2019.

There will be no price increase during this contract period.

All other provisions of the contract will remain the same.

WITNESS:

DIVERSIFIED COMPANIES, LLC

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

DEC - 4 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *mes*
DATE: November 15, 2017
RE: Contract No. 52200-16B-041
Inmate Food Service

I request that the attached Amendment No. 2 to Summit Food Services contract for inmate food services be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning December 1, 2017 and ending on November 30, 2018.

Summit Food Services would like to increase pricing by 2.2% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 52200-16B-041

Amendment No. 2

Contract with Summit Food Services, LLC. for inmate food service, is hereby extended for one (1) year, beginning December 1, 2017 and ending November 30, 2018.

Prices will increase by 2.2%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

SUMMIT FOOD SERVICES, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

DEC - 4 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: November 7, 2017

RE: Contract No. 52110-16B-008
Emergency Equipment

I request that the attached Amendment No. 2 to Gulf States Distributors contract for emergency equipment be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning December 21, 2017 and ending on December 20, 2018.

Gulf States Distributors would like to increase pricing by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 52110-16B-008

Amendment No. 2

Contract with Gulf States for emergency equipment, is hereby extended for one (1) year, beginning December 21, 2017 and ending December 20, 2018.

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

All other provisions of the contract remain the same.

WITNESS:

GULF STATES DISTRIBUTORS, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

DEC - 4 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *mls*

DATE: November 15, 2017

RE: Invitation to Bid No. 52200-18B-001
Installation, Service and Operations of the Inmate Telephone,
Video Visitation Services and Public Pay Telephones

Request that approval of award of a three (3) year contract on the above referenced Invitation to Bid to Legacy Inmate Communications, for a commission rate of 82% for Part I: Inmate Telephone System and Part II: Public Pay Telephones being paid to Montgomery County, be placed on a future agenda. (Copy of spreadsheet attached.)

Legacy Inmate Communications had the 3rd highest commission rate for Part I: Inmate Telephones and Part II: Public Pay Telephones and meet all required specifications of Invitation to Bid. The Sheriff elected not to award Part III: Inmate Video Visitation Services at this time.

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

MEMORANDUM

TO : Myrtle Singleton, Purchasing

FROM : Sheriff Derrick Cunningham

DATE : November 15, 2017

SUBJECT: Inmate Communications

After we reviewed the Inmate Phone bids we found that our current vendor had the best rate and provided us with the services needed. It has been recommended that the award goes to Legacy Inmate Communications for Part 1 - Inmate Telephone System and Part 2 - Public Pay Telephones because they will give commission at a rate of 82%.

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:													
INVITATION TO BID NO: 52200-18B-001													
DATE ISSUED: October 5, 2017													
DATE OPENED: October 26, 2017													
Inmate Telephone Services,VVS Services, PP Services													
TERMS OF PAYMENT / DISCOUNT:													
			BID # 1		BID # 2		BID # 3		BID # 4		BID # 5		
			Correct Solutions Group 1482 Basille Lane Ruston, LA 71270 Attn: Patrick Temple (318) 232-1525 Is Company Minority Business Owned Yes X No		NCIC Inmate Communications 607 E. Whaley Street Longview, TX 75801 Attn:William L. Pope (903) 757-4455 Is Company Minority Business Owned Yes X No		Legacy Inmate Communications 10833 Valley View Street STE. 150 Cypress, CA 90630 Attn: Curtis Brown (562) 972-9883 Is Company Minority Business Owned Yes X No		ICSolutions Advanced Technology 2200 Danbury Street San Antonio, TX 78217 Attn: Michael Kennedy (866) 228-4040 Is Company Minority Business Owned Yes X No		Telmate, LLC 655 Montgomery St., 18th Floor San Francisco, CA 94111 Attn: Jeffrey Heidinger (415) 933-7139 Is Company Minority Business Owned Yes X No		
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Commission for Part I and Part II	1		77%		95%		82%		78%		27%	
2	Commission for Part III	1		50%		20%		68%		100%		25%	
					</								

Notes:

NCIC Inmate Communications: has two offers for Commission Part I and Part II (See page 96 of Proposal)
 Legacy Communications: has three options for Part I And Part II; has three options for Part III (See page 47 of Proposal)
 IC Solutions: County will receive additional commission revenue at the rate of \$0.50 per voicemail message as additional revenue. Friends/ family will pay standard voicemail fee of \$1.00 per message.
 Note: Commission for Part III: Montgomery County will receive 100% of all VVS revenue generated after the first \$8,000 in VVS revenue each month (see Attachment O page 3-5 of Proposal)
 Telmate has been acquired by GTL; 27% true commission for Part I and Part II, base on call rates at \$0.15 per minute. Optionally, MCSO may charge \$0.11 per minute for calls receive no commission
 Part III- 25% based upon VVS being charged \$0.15 per minute, so that the inmates and friends members are incentivized to use either mode if communications because of similarity in per minute charges.

17-3

17-4

Regulation, Service and Operation of the Inmate Telephone, Video Visitation Services and Public Pay Telephones, 52200-18B-001

17-4



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

TTG

MEMORANDUM

November 20, 2017

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Bid Award to Legacy Inmate Communications regarding Inmate Telephone and Public Pay Telephones

I have reviewed your memorandum of November 17, 2017, regarding a bid award to Legacy Inmate Communications regarding Inmate Telephone and Public Pay Telephones.

I agree with Mrs. Singleton that Legacy is the only bid that met the specifications. In reviewing the memorandum and not knowing anything further, it appears Legacy Inmate was the lowest bid and should be awarded the contract.

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

50051-317

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

November 17, 2017

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Bid Award to Legacy Inmate Communications regarding Inmate Telephone and Public Pay Telephones

Attached is a memorandum from Purchasing Manager Myrtle Singleton regarding Invitation to Bid Number 52200-18B-00, Installation, Service and Operations of the Inmate Telephone, Video Visitation Services and Public Pay Telephones. The topic regarding this memorandum involves awarding the bid to the vendor which met the bid specifications and gave us the highest Commission rate/revenue regarding inmate telephone service.

The highest Commission rate was 95% by NCIC, but they stated in their bid that they will charge customers 5% of deposit amount on all credit card funding fee transactions. Purchasing believes that this requirement makes this vendor not meet our bid specifications.

The next highest Commission rate was 85% by Securus. According to Purchasing, Securus, throughout the Invitation to bid, partially agreed to some of the specifications. Purchasing believes that by partially agreeing to meet the bid specs makes this vendor not meet our bid specifications.

The next highest Commission rate was 82% by Legacy Inmate Communications. According to Purchasing, they met all required specifications of the Invitation to Bid.

Please review the attached memorandum and issue an opinion as to whether we can award the bid to Legacy Inmate Communications because they were the only vendor to meet all required bid specifications, per Purchasing.

You can issue the written opinion later next week, but give me a call at 850-9131 regarding your thoughts prior to Monday's 8:00 a.m. Commission meeting. I apologize for such a late request, but I just received the information yesterday afternoon.

As always, thank you for your assistance.

DLM/tn

Attachment

- A COUNTY OLDER THAN THE STATE -

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

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager
DATE: November 16, 2017
RE: Invitation to Bid No. 52200-18B-001
Installation, Service and Operations of the Inmate Telephone,
Video Visitation Services and Public Pay Telephones

On October 26, 2017, at 10:00 am bids were opened and copies were sent to Montgomery County Detention Facility for review.

On November 14, 2017, at 9:00 a.m. there was a review of all bids and consideration was narrowed down to the three vendors with the highest commission rates. NCIC Inmate Communications, Securus Technologies and Legacy Inmate Communications.

NCIC proposal was for 95% commission rate on Part I: Inmate Telephones and Part II: Public Pay Telephones, but stated they will charge customers 5% of deposit amount on all credit card funding transactions, therefore; they did not meet all required specifications of Invitation to Bid.

Securus proposal was for 85% commission rate on Part I: Inmate Telephones and Part II: Public Pay Telephones. Securus throughout the Invitation to Bid partially agreed to some of the specifications; therefore they did not meet all required specifications of Invitation to Bid.

Legacy Inmate Communications proposal was for 82% commission rate for Part I: Inmate Telephones and Part II: Public Pay Telephones and meet all required specifications of Invitation to Bid.

The Sheriff elected not to award Part III: Inmate Video Visitation Services at this time.

Request that an opinion be obtained from Mr. Tommy Gallion, County Attorney.

Attachment

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:									
NOTIFICATION TO BID NO. SZ200-188-001 DATE ISSUED: October 3, 2017 DATE OPENED: October 26, 2017 Vendor Telephone Services, VVS Services, PP Services									
TERMS OF PAYMENT / DISCOUNT:									
ITEM NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Commission for Part I and Part II	1		77%		77%		77%	
2	Commission for Part III	1		50%		50%		50%	
TOTAL BID AMOUNTS									

Notes:

MCIC Innate Communications: has two offers for Commission Part I and Part II (See page 86 of Proposal)
 Legacy Communications: has three offers for Part I and Part II; has three offers for Part III (See page 47 of Proposal)
 IC Solutions: County will receive additional commission revenue at the rate of \$0.50 per voicemail message as additional revenue. Friends family will pay standard voicemail fee of \$1.00 per message.
 Note: Commission for Part III: Montgomery County will receive 100% of all VVS revenue generated after the first \$8,000 in VVS revenue each month (see Attachment O page 3-6 of Proposal)
 Telmate has been acquired by GTL: 27% true commission for Part I and Part II, based on call rates at \$0.15 per minute. Optionally, MCISO may charge \$0.11 per minute for calls receive no commission
 Part III: 25% based upon VVS being charged \$0.15 per minute, so that the inmates and friends members are incentivized to use other mode of communications because of similarity in per minute charges

Purchasing Department

ABSTRACT FOR BIDS:				BID # 6		BID # 7		BID # 8		BID # 9		BID # 10	
ORIGINATION TO BID NO: 0200-112-01				Securus Technologies 4200 International Park Carrollton, TX 75007 Attn: Robert E. Pickens (972) 377-0300 is Company's Exclusive Business Owner Yes ☒ No ☐									
DATE ISSUED: October 6, 2017													
DATE OPENED: October 26, 2017													
Internal Service													
TERMS OF PAYMENT / DISCOUNT:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Commission for Part I and Part II		1	65%	65%								
2	Commission for Part III		1	25%	25%								
			</										

Klapp:

Securus Technologies: Part I and Part II see page 300 of Proposal (Based on call rates per minute); Part III: Commission Rates are based on remote VV Rates (per one 20 min. visit) page 301
See SecurusView Table(s) on page 301)

Regulation, Service and Operation of the Inmate Telephone, Video Visitation Services and Public Pay Telephones. 52200-168-001

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
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TDD: 334.265.3568
WWW.MC-ALA.ORG

AGENDA

DEC -4 2017

November 28, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Sponsorship Agreement with ESPN Productions, Inc.

The Montgomery County Commission, at its meeting on November 20, 2017, agreed to place on the next agenda a Sponsorship Agreement with ESPN Productions, Inc., regarding the 2017 Raycom Media Camellia Bowl.

I am requesting that the Commission approve this Agreement.

/tn

Attachment

- A COUNTY OLDER THAN THE STATE -

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

ESPN PRODUCTIONS, INC. SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the “**Agreement**”), dated as of _____ (the “**Effective Date**”), is by and between ESPN Productions, Inc., d/b/a ESPN Events, the owner and operator of the Raycom Media Camellia Bowl with offices located at 166 Commerce Street, 2nd Floor, Montgomery, AL 36104 (“**EPI**”) and Montgomery County Commission with offices at P.O. Box 1667, Montgomery, AL 36102 (“**Sponsor**”) (each a “**party**” and collectively the “**parties**”).

The parties agree as follows:

- I. **EVENT**: 2017 Raycom Media Camellia Bowl and any ancillary events held in connection with such game(s) only if and as specifically set forth in Exhibit A (collectively, the “**Event**”)
- II. **TERM**: The term of this Agreement commences on the Effective Date and continues through the completion of the parties’ obligations relating to the Event (the “**Term**”)
- III. **CONSIDERATION**: Sponsor shall pay EPI the amount(s) set forth in **Exhibit A** (the “**Sponsorship Fee**”)
- IV. **DATE OF EVENT, SITE OF EVENT, DISTRIBUTION DETAILS**:
 - a) The anticipated “**Dates**” of the Event are (subject to change in EPI’s sole discretion): Saturday, December 16, 2017
 - b) EPI (or its designated affiliate) may choose to, but is not obligated to, distribute one or more audio, visual, and/or audio-visual recordings of the Event, whether live or tape-delayed, via all means and media now known or hereafter devised (all, “**Programs**”).
 - c) The Event shall take place at Cramton Bowl (the “**Site**”).
- V. **OBLIGATIONS OF THE PARTIES**: The additional rights and obligations of the parties related to the sponsorship of the Event are set forth in **Exhibit A**, attached hereto and incorporated by this reference. Sponsor acknowledges and agrees that the sponsorship and advertising benefits set forth therein are limited to the Event only, and may be used by Sponsor during the Term, solely to advertise and promote Sponsor’s products and/or services as identified therein, via the methods described therein, in accordance with and subject to the terms and conditions of this Agreement.
- VI. **GRANT OF RIGHTS**

Sponsor grants to EPI a nonexclusive, nontransferable, perpetual, worldwide right and license to use Sponsor’s trade/service marks (“**Sponsor IP**”), as provided by Sponsor to EPI, in furtherance of EPI’s promotion, staging and distribution of the Event (including, but not limited to, in the creation and distribution of Event-related merchandise, in-Site signage, and within and in the promotion and distribution of any Programs (collectively, “**Event Promotion and Distribution**”)). EPI’s license to use Sponsor IP is perpetual with respect to uses within the Programs (and portions thereof), but is limited to the Term hereof with respect to other uses (e.g., EPI shall not create merchandise bearing Sponsor IP upon expiration of the Term but, for clarity, may continue to distribute existing merchandise created prior to expiration of the Term). Sponsor and EPI shall meaningfully consult regarding EPI’s use of Sponsor’s IP within such Event Promotion and Distribution. For clarity and

notwithstanding anything to the contrary herein, EPI's (or its affiliate's) distribution of any Programs (and portions thereof) including the Sponsor IP does not require further permission from Sponsor beyond the permission granted herein. Sponsor may use only the designated Event-specific trade/service mark(s) of EPI ("**Designated Marks**"), during the Term, in accordance with this Agreement and only as specifically set forth in Exhibit A and Section V above. Notwithstanding the foregoing, all of Sponsor's proposed executions of the sponsorship and/or advertising benefits set forth herein containing the Designated Marks shall be subject to EPI's prior written approval, granted or withheld in EPI's sole discretion. Sponsor shall provide EPI the proposed material in connection with any and all such executions appropriately in advance to enable EPI's review and approval. For clarity, Sponsor does not have any right to, and shall not: (i) use any marks of EPI or its affiliates other than the Designated Marks; nor (ii) utilize the Designated Marks on products or merchandise. Sponsor acknowledges and agrees that all collateral materials (e.g., signage and promotional materials, to the extent permitted hereunder) that Sponsor is authorized to produce hereunder utilizing the Designated Marks shall be printed in the United States of America.

As between EPI and Sponsor, EPI owns, exclusively, all rights in and to the Event, the Designated Marks, and any and all Programs. All rights not specifically granted to Sponsor herein are exclusively reserved by EPI.

VII. CANCELLATION/TERMINATION

EPI may cancel or postpone the Event and/or terminate this Agreement, in its sole discretion. In such event, EPI shall advise Sponsor of any cancellation or postponement and shall, if applicable under the circumstances, use commercially reasonable efforts to remit to Sponsor a pro rata refund or "make good" inventory consistent with EPI's then current "make good" policy and practices.

Sponsor may not terminate this Agreement. If Sponsor materially breaches this Agreement (including, but not limited to, failure to remit the Sponsorship Fee), (i) Sponsor agrees to pay as liquidated damages (and not as a penalty), the full amount of the Sponsorship Fee as well as any out-of-pocket expenses incurred by EPI relating to this Agreement and/or Sponsor's obligations hereunder; and (ii) EPI shall have no obligation to provide Sponsor any benefits hereunder from and after the date of any such material breach.

VIII. INDEMNIFICATION

- a) Sponsor shall indemnify and hold harmless EPI from and against any and all third party demands, claims, suits, causes of action (whether at law or in equity), costs, expenses and reasonable attorney's fees, and/or any liability whatsoever, for any injuries and/or damages whatsoever sustained by anyone, whether to their persons, property, and/or reputation (collectively, "**Claims**"), to the extent caused, or alleged to be caused, by: (i) the acts or omissions of Sponsor, its employees, agents, guests, invitees or subcontractors; (ii) any products liability claim related to any products or services of Sponsor; (iii) Sponsor's unauthorized use of EPI's/ESPN's marks or the Designated Marks; (iv) the infringement or alleged infringement of any intellectual property rights by Sponsor (including with respect to Sponsor IP and EPI's use thereof pursuant to this Agreement); (v) Sponsor's breach or alleged breach of this Agreement or any applicable law.
- b) EPI shall indemnify and hold harmless Sponsor from and against any and all Claims, to the extent caused by: (i) the negligent acts or willful misconduct of EPI, its employees, agents, or subcontractors; (ii) EPI's unauthorized use of Sponsor's marks; (iii) EPI's breach or alleged

breach of this Agreement or any applicable law.

- c) The obligations of this Section VIII shall survive the expiration or earlier termination of this Agreement.
- d) In any legal proceeding brought by one party hereunder against the other, the prevailing party will be entitled to recover from the other party its reasonable attorneys' fees and other costs of suit.
- e) See attached Dispute Resolution

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SPONSOR

ESPN PRODUCTIONS, INC.

By _____

By _____

Name:

Name:

Title:

Title:

EXHIBIT A

Sponsorship Elements and Sponsorship Fee:

\$100,000 (net)

Montgomery County Commissioners and a guest to attend the following events as ambassadors to community leaders from the Sun Belt Conference and Mid-American Conference representatives and dignitaries from both institutions.

ESPN Welcome Party, Tuesday, December 12
Executive Directors Dinner, Thursday, December 14
Alabama Football Legend Luncheon, Friday, December 15
Raycom Media Camellia Bowl, Saturday, December 16

Sponsorship Elements:

- (2) Television Visible Field Signs
- (2) Television Commercial Units on ESPN broadcast of the Raycom Media Camellia Bowl on Saturday, December 16 at 7 pm CT
- Reserved Table at the Alabama Football Legend Luncheon
- (100) Game Tickets for the 2017 Raycom Media Camellia Bowl
- Logo placement on CamelliaBowl.com
- Welcome Letter featured in the game program
- 1st Down Tailgate Package at Fan Fest for Montgomery County Sheriff's Office
 - (2) 20' x 20' tents
 - Corporate logo displayed on Fan Fest video board
 - (8) 6' table with linen table cloths
 - (30) Folding chairs
 - Green outdoor carpet
 - 47" flat screen lcd tv with satellite service
 - (4) 40 Gallon coolers with unlimited ice
 - Unlimited tailgating accessories (cups, plates, napkins and dinnerware)
 - (100) Reserved Game Tickets
 - Full-Page Game Program Advertisement
 - (8) Parking Passes

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 discussion 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 ESPN Productions, Inc.

Tammy Nix

From: Tyrone Means <tcmeans@meansgillislaw.com>
Sent: Sunday, November 19, 2017 6:13 PM
To: Tammy Nix; Donald Mims
Cc: egbandy@meansgillislaw.com; Ashlen Cuyler; Linda Steele
Subject: Re: Request for Opinion - Sponsorship Agreement with ESPN Productions Inc

This agreement appears to be consistent with previous sponsorship agreements from years past involving the Camellia Bowl and the county's involvement. Insofar as I am aware, the governmental purpose of service as ambassadors to this community and economic development goals remain the same. Again, the county is cautioned to provide a fair means of distribution as in the past. With that said, the county may enter into another sponsorship agreement involving the Camellia Bowl.

Tyrone C. Means, Esq.
tcmeans@meansgillislaw.com

Means Gillis Law, LLC
www.meansgillislaw.com
60 Commerce Street, Suite 200
P.O. Box 5058
Montgomery, Alabama 36104
(334) 270-1033
(800) 626-9684
(334) 260-9396 fax

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On Nov 17, 2017, at 12:19 PM, Tammy Nix <TammyNix@mc-ala.org> wrote:

Attorney Means,

Please review the attached request for opinion from Donnie and issue an opinion by Monday, November 20, 2017.

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
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FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

November 17, 2017

MEMORANDUM

TO: Tyrone C. Means
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Sponsorship Agreement with ESPN Productions, Inc.

Attached is a Sponsorship Agreement with ESPN Productions, Inc., regarding the 2017 Raycom Media Camellia Bowl. Please review Exhibit A, which contains Sponsorship Elements and Sponsorship Fee. Please review the events the Commissioners are to serve as ambassadors and Sponsorship Elements. Also, attached is the County's Dispute Resolution which should be made part of the Contract.

Please review the documents and issue an opinion by Monday, November 20, 2017, as to whether the Agreement is acceptable and whether the County Commission can participate in the events and utilize the Sponsorship Elements within the provisions of the Alabama Ethics Law.

As always, thank you for your assistance.

DLM/tn

Attachments

AGENDA

DEC - 4 2017

November 28, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Director of Risk Management

SUBJECT: Service Contract with Peachtree Recovery Services, Inc.

On November 20, 2017, I discussed with the Commission the attached Services Contract with Peachtree Recovery Services. This company will identify the potential damaged County property claims through online review of police reports and referrals, determine through various means the individual or party responsible for the damage, invoice and collect on County property damage claims. We have used this company with the City of Montgomery, and they have recovered in excess of \$70,000 on property damage we were not able to recover in the past.

This contract has been reviewed by the County attorney. As you are aware questions were answered and the Commissioners concluded to place this item on the next agenda. Please let me know if anything further is needed.

SK/tn

SERVICE CONTRACT

Agreement Number [] between:

The County of Montgomery, hereinafter referred to as County, and;

Peachtree Recovery Services, Inc. (PRS)
5955 Waterford Place
Suwanee, GA 30024

hereinafter referred to as PRS, enter into an agreement for Property Damage Recovery Services, Agreement or contract, effective the ____ day of _____, 2017 and expires on the ____ day of _____, 2020, unless earlier terminated under the terms of this Agreement.

1. COUNTY AND PRS CONTACT INFORMATION:

The mailing addresses, telephone numbers, and contact persons listed below for the County and PRS may be changed during the term of this Agreement by written notification to the other party by the County's division or office representatives or PRS.

A. The County's mailing address and telephone numbers for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Montgomery County
Scott Kramer
Risk Manager
101 S. Lawrence Street
Montgomery, AL 36104
334.832.1280
scottkramer@mc-ala.org

B. PRS's mailing address and telephone number for correspondence, reports, and other matters relative to this Contract are:

Peachtree Recovery Services, Inc.
Todd Rhoad
Vice President
5955 Waterford Place
Suwanee, GA 30024
(678) 230-7594
todd.rhoad@peachtreers.com

2. TERM OF AGREEMENT:

This Agreement shall be effective as of the date of signature of this Contract by both parties, as stated in writing herein above, and shall expire on the ____ day of _____, 2020, unless terminated earlier or renewed under provisions of this Agreement.

3. CONTRACT SERVICES AND SCHEDULE:

The Agreement Services will be described in the Statement of Work (SOW), Exhibit A.

4. CONTRACT RENEWAL:

If both parties agree, the Agreement may be renewed for an additional term of three (3) years, so long as the terms and conditions remain the same.

5. PRICE ADJUSTMENT CLAUSE

Contract pricing shall remain fixed for the initial three (3) year term of the contract. After the initial term, PRS may request a price escalation by submitting a fully documented request for a review of the pricing. Such escalation shall not exceed a five percent (5%) increase.

The using agencies and Purchasing Manager will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons. If approved, the price increase shall not commence until the City's next fiscal year.

If for any reason PRS has a price increase that exceeds five percent (5%), the price increase will be evaluated on a case-by-case basis. The City and PRS will have the option to discuss and make adjustments to the requested increase.

6. TERMINATION PROVISIONS:

The Agreement may be terminated for any reason by the County upon thirty (30) days notice to PRS. This Agreement may also be canceled by the County for non-performance of terms and conditions of the Agreement. The Agreement may also be terminated by PRS upon one hundred twenty (120) days written notice. Upon execution of termination provisions, the PRS will submit to the County all payments due from submitted claims prior to the contract termination date.

7. PAYMENT TO COUNTY:

A. PRS shall pay to the County eighty-two percent (82%) of all damages recovered during the initial term of the Agreement, retaining as its fee eighteen percent (18%) of such recovered claims for its recovery services.

B. PRS shall pay County thirty (30) days in arrears on a monthly basis for damage claims recovered during the previous month. Such payments shall be accompanied by a progress report detailing all claims paid during the payment period. County should always include the Agreement number on such reports.

C. PRS shall provide such payments and reports to County in electronic format or mail. An email address for the reports and account numbers, routing numbers, County IDs, and project numbers will be determined after contract execution.

D. In the event it appears to the County that PRS is failing to substantially comply with the quality of services or the specified completion schedule of its duties under the Agreement, the County shall provide written notice thereof to PRS. The notice must identify specific incidents or circumstances comprising the conditions of the complaint. As soon as possible after receipt of said notice, the appropriate representatives of both parties shall meet to discuss the conditions of the complaint. In the event that such conditions are not thereafter corrected, the County reserves the right to withhold Agreement payment.

8. CONTRACT MODIFICATION OR ALTERATION:

A. If during the period of this Agreement the County is impacted with new requirements due to changes in state or federal law or regulations or organizational changes, the County reserves the right to negotiate with PRS if an increase or decrease in service is affected. The circumstances and specific Contract changes will be stated in writing by the County to PRS's agent designated in Paragraph 1., B. PRS will identify and itemize, in writing to County, the affected processes and/or work volume but such renegotiation may not effect changes to the quoted cost of services.

B. If during the period of this Agreement the County is impacted with new requirements due to changes in state or federal law or regulations or organizational changes or process changes that results in material reduction in PRS's work volume or increases in PRS's work process or related expenses, PRS reserves the right to negotiate with County if an increase or decrease in service is affected. PRS will identify and itemize, in writing to County, the affected processes and/or work volume but such renegotiation may not effect changes to the quoted cost of services.

C. If during the period of this Agreement PRS makes a survey or otherwise prescribes modifications or improvements, PRS will recommend in writing the proposed modifications, if any, to County designee in Paragraph 1., A.

D. Should it be determined by County that some portion of the PRS's prescribed performance or a task of PRS is not producing the intended or desired result, PRS and County shall meet to review and redefine procedures to correct performance results. This process may be repeated as required.

E. No changes, modifications or alterations of this Agreement will be valid or effective unless made in writing and signed by both parties and affixed to this Agreement as an amendment indicating appropriate information and properly executed.

9. PRS AND COUNTY AGREEMENTS:

- A. PRS shall provide the services in the Statement of Work (SOW), Exhibit A.
- B. County shall be responsible for data acquisition fees, Exhibit B.

10. DRUG-FREE WORKPLACE

- A. PRS is an entity other than an individual, it hereby certifies that:

1. A drug-free workplace will be provided for PRS's employees during the performance of this Contract.

B. PRS may be suspended, terminated or debarred if it is determined that:

1. PRS has made false certification hereinabove.

11. COMPLIANCE WITH STATUTES:

PRS will comply with laws, ordinances, rules, and regulations that directly apply to its rendering of services to County pursuant to this Agreement.

12. APPLICABLE LAW:

This agreement shall be governed in all aspects by the laws of the State of Alabama. In case of disputes arising out of this Agreement or amendments hereto, it is agreed that this Agreement be treated as if executed solely in County.

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 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 PRS.

13. ADDITIONAL TERMS:

Neither County nor any agency shall be bound by any terms and conditions included in any PRS packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

14. WAIVER:

The waiver by County of the breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. No such waiver or waivers serve to establish a course of performance between the parties contradictory to the terms hereof.

15. PERFORMANCE OF OTHER DUTIES:

PRS shall not perform services not listed on the Agreement SOW, Exhibit A.

16. ADDITIONAL REPRESENTATIONS AND WARRANTIES:

PRS represents and warrants to County that:

- A. PRS is a duly organized corporation authorized to do business in the State of Georgia or, doing business through an enterprise that is authorized to do business in the State of Georgia;
- B. PRS has authorized the execution, delivery and performance of this Agreement;
- C. The person signing this Agreement has been duly authorized by PRS to execute and deliver same;
- E. This Agreement is a valid, enforceable, and legally binding obligation of PRS;

17. REVIEW OF WORK:

Authorized representatives of County, may at all reasonable times have access to review and inspect the Agreement activities and data collected under the terms of this Agreement and any amendments thereto. All books, documents, plans, papers, records, drawings, studies, specifications, estimates, maps and computations, prepared by or for the PRS under the terms of this Agreement, shall be available to authorized representatives of County for inspection and review at all reasonable times in the general offices of County or the office of PRS as determined by County. Acceptance by County shall not relieve PRS of its professional obligation to correct, at its expense, any of its errors in the work.

18. CHANGES IN PRS ORGANIZATION:

PRS shall notify County in writing within five (5) business days upon PRS taking any action to change its corporate structure, including voluntary or involuntary bankruptcy proceedings, company mergers, company acquisitions, changes in corporate names, changes in corporate officers, changes in governing structure, and similar relevant information. Such notification shall identify how the change in corporate business structure will impact County, including payments to PRS, and PRS shall identify how these impacts to County will be mitigated.

In the event of the death of any member, partner or officer of PRS or any of its supervisory personnel assigned to the Agreement, or dissolution of the partnership, termination of the corporation, or the disaffiliation of the principally involved employee, the surviving members of PRS hereby agree to complete the work under the terms of this Agreement, if requested to do so by County. This subsection shall not be a bar to renegotiating the Agreement between the surviving members of PRS and County, if County so chooses.

19. SEVERABILITY:

Any section, subsection, paragraph, term, condition, provision or other part (herein collectively referred to as 'part' of this Agreement) that is judged, held, found or declared to be avoidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Agreement shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

20. FORCE MAJURE:

Neither party to this Agreement will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting of such delays, that may result from labor strikes, terrorist acts, riots, wars, acts of governmental authorities preventing performance, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

21. QUOTATION

A. The price quoted and listed in 6., A. shall be firm throughout the term of this Agreement.

Exhibit A – Statement of Work (SOW)

Exhibit B – Data Acquisition Fee

22. ENTIRE AGREEMENT:

This Agreement, as executed and approved, shall constitute the entire agreement between the parties, and no change in or modification of this Agreement shall be binding upon the County or any agency unless the change or modification shall be in writing, consented to and approved by County.

County

Peachtree Recovery Services, Inc. (PRS)

Authorized representative of the County
of Montgomery, AL

Todd Rhoad, Vice President

(SEAL)

Tracey Leonard, CEO

ATTEST

Witness

I, _____, a Notary Public of _____ County of the State of _____, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of this Agreement on behalf of said Contractor.

Witness my hand and notarial stamp or seal, this _____ day of _____, 2017.

My commission expires: _____ (SEAL)

EXHIBIT A

STATEMENT OF WORK

Peachtree Recovery Services, Inc. (PRS) will identify the potential property claims for the County of Montgomery through online review of police reports and referrals, determine through various means the individual or party responsible for the damage, invoice and collect funds on these claims. PRS will perform the following duties as part of its service.

Duties Performed by PRS

A. Process Development

PRS will develop a process for identification of damaged property, identification of the individual or party responsible for the damage, identification of insurance coverage, and development of the cost of damages.

1. PRS shall have and exercise specific methodology authority over the method and manner of damage claim information collection and submission to the responsible party or their insurance carrier.
2. PRS shall monitor all statutes of limitations and make proper notice on all claims submitted, including maintaining a status report of all pending claims that specifies the expiration date of the corresponding statute of limitation. However, PRS shall have no liability for any statute of limitation or notification issues.
3. Retention of Counsel and Legal Expenses. PRS may recommend claims for litigation. County of Montgomery is responsible for all aspects and expenses of the litigation process on any claim, including but not limited to the engagement of attorneys, filing fees and court costs.
4. Non-litigation. PRS has complete authority to submit, sign notice of claim forms, compromise, settle and release parties from claims owed to County of Montgomery, so long as the amount compromised does not exceed the difference of ten thousand dollars (\$10,000) between the billed amount and the settlement amount, and to execute such documents that are necessary to its exercise of this authority. If the compromised amount of the claim is greater than ten thousand dollars (\$10,000), PRS shall obtain written approval from County of Montgomery to perform any such tasks.
5. PRS shall not be responsible for the following "miscellaneous charges": police report searches, municipality notice certified mail, overnight mail, Department letterhead, photograph printing and copying, skip search costs, fees for processing notification

services, photographs, diagrams, costs for copies of public records, costs of depositions and court reported or recorded statements, reasonable charges for billing, structural engineering, technical certified expert, investigation, negotiation, settlement or defense of a claim or loss or the protection and perfection of the subrogation rights of County of Montgomery. These "miscellaneous charges" are incurred solely as a result of damage inflicted upon County of Montgomery property and therefore are properly included by County of Montgomery in any damage claim filed.

6. PRS will monitor all statute of limitations and make proper notice on all claims, including maintaining a status report on all pending claims that specifies the expiration date of the corresponding statute of limitation for each claim. PRS is not liable for any statute of limitation or notification issues.
7. Recovery of claims less than three thousand dollars (\$3000) by PRS will be attempted for up to two hundred seventy days. At that time PRS will cease recovery efforts and allow for a potential response from the responsible party and/or their insurance company. If unrecovered after twelve (12) months and no promise of payment has been established, PRS will close the claim as "further efforts not warranted," provided that PRS shall promptly notify County of Montgomery of any decision to close such claim, and, thereafter, County of Montgomery shall be entitled to pursue such claim itself or through a third-party without any further or other obligations to PRS hereunder relative to such claim. If a promise of payment is established then claim will remain open for an additional ninety (90) days.

B. Monitoring

PRS shall electronically monitor the County of Montgomery Highway System for damage to roads and facilities. County of Montgomery shall work with PRS to establish access to such electronic reports. Contacts for such monitoring, include but are not limited to law enforcement agency police reports, County owned police reports, automotive collision centers, paint and body shops, insurance companies and junk yards. In conjunction with County of Montgomery's Department of Public Works and Road Department, PRS shall acquire and maintain relevant damage data on the following highway facilities:

1. Signs
2. Guardrail
3. Intelligent Transportation Management System (ITMS) facilities
4. Lighting
5. Signals
6. Paving
7. Bridges
8. Drainage Structures
9. Hazmat incidents
10. Count/County vehicles and off road equipment except totaled vehicles and equipment
11. Other County of Montgomery property

C. Identification and Pursuit

PRS shall to the extent possible:

1. Identify the individual(s) and/or company which caused the damage
2. Identify responsible parties
3. Identify available insurance coverage
4. Identify the specific damage to property and potential return
5. File any insurance claims and pursue the maximum recovery available for the County
6. Support queries and inquiries about submitted claims
7. Interact with County of Montgomery offices of Safety and Legal Services as appropriate, to support negotiations with responsible individuals or parties and/or their representatives (such as insurance companies):
 - a. Payment process for non-insured motorists
 - b. Legal actions against responsible parties
 - c. Court Appearances

D. Documentation

PRS shall prepare with County of Montgomery oversight:

1. Repair estimates
2. Invoices
3. Cover Letters
4. Other documentation and resources as required

E. Reporting

PRS shall provide Monthly Reporting which includes, at a minimum:

1. Summary of statute claims submissions in the period.
2. Summary of new claims opened in the period.

F. Administration Fee

The administration fee charged by PRS, and any other costs incurred in the course of investigation of any claim, is a direct result of the damage inflicted on County of Montgomery property, and therefore, may be added by PRS as an additional cost to each damage claim filed. PRS will retain all administration fees.

G. Audit

County of Montgomery shall have the right to perform an audit of claims filed and paid to County of Montgomery. County of Montgomery must provide a thirty (30) day notice to PRS prior to exercising this right.

Duties of County of Montgomery

A. Claims Referral

1. County of Montgomery shall refer all claims in excess of one hundred dollars (\$100) to PRS. County of Montgomery will refer claims to PRS in an electronic format, whenever reasonably possible. PRS will not be responsible for claims under one hundred dollars (\$100).
2. County of Montgomery shall provide PRS with access to the County's data/systems, as determined in County of Montgomery's sole discretion to be necessary for PRS to perform the services.
3. County of Montgomery will implement a standard parts and labor price sheet for the ease of PRS in preparing claims. County of Montgomery will work with PRS to calculate such standard charges based on historical Department data. Such standard parts and labor price sheet is intended to maximize dollars recovered and minimize time to recovery.
4. Claims referred to PRS by County of Montgomery cannot be recalled by County of Montgomery prior to the expiration of the time periods set forth in Section A. Process Development, above, once PRS' process has been initiated for any reason other than to cancel a claim.

Exhibit B: Peachtree Recovery Services (PRS) Contract

Demonstration of Insurance Recovery and Data Acquisition Fee Payment Arrangement

Pursuant to the contract, PRS will identify the potential damaged County property claims through online review of police reports and referrals, determine through various means the individual or party responsible for the damage, invoice and collect on County property damage claims.

PRS shall retain 18% of all monies recovered as consideration for its services, and shall provide the County with a monthly report demonstrating all claims filed and all recoveries made. PRS will retain 100% of all administration fees. All data acquisition fees shall be assessed to the County. The PRS shall provide the County with payment of the County's 82% share of all recoveries via check within 30 days of receipt of the recovery by the PRS. If the PRS is unable to produce said payment within the required time period, the PRS shall notify the County immediately, and provide payment within 30 days of said notice. The County shall be responsible for all fees related to the acquisition of data. Data requisition fees shall be paid by Peachtree Recovery Services upfront, but shall be deducted from the County's share of recoveries, as demonstrated in Exhibit B. The County has the right to request that the PRS provide reasonable documentation to support the payment of any data acquisition fee.

The following examples provide hypothetical instances in which to demonstrate how this arrangement will work.

Example 1: Recovery allocation prior to PRS paying data acquisition fees.

In this example, PRS has yet to pay the annual data acquisition fees. The example considers PRS making two recoveries, totaling \$30,000. Pursuant to the agreement, 18% of the recovery is retained by PRS, while 82% is paid to the County.

<u>Date of Accident</u>	<u>Responsible Party</u>	<u>Insurance Carrier</u>	<u>Total Amount Recovered</u>
1/1/2016	John Doe	ACME Insurance	\$ 10,000.00
2/1/2016	Jane Doe	ACME Insurance	\$ 20,000.00
		Total Recovery	\$ 30,000.00

Pursuant to the agreement, 18% of the recovery is retained by PRS, while 82% is paid to the County.

Peachtree Recovery Services, Inc. Share of Recovery (18% of \$30,000)	\$ 5,400.00
County of Montgomery Share of Recovery (82% of \$30,000)	\$ 24,600.00

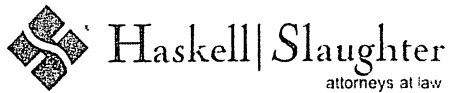
Example 2: Recovery allocation after PRS has paid the data acquisition fees.

In this example, PRS has paid \$1200 in annual data acquisition fees. PRS will pay the fees up front, and will then subtract said fees from the County's share of insurance recoveries. Please be advised that the amount of data acquisition fees used in this example is estimated for this demonstration, and should not be seen as indicative of the actual amount of data acquisition fees expected to be paid.

<u>Date of Accident</u>	<u>Responsible Party</u>	<u>Insurance Carrier</u>	<u>Total Amount Recovered</u>
1/1/2016	John Doe	ACME Insurance	\$ 10,000.00
2/1/2016	Jane Doe	ACME Insurance	\$ 20,000.00
		Total Recovery	\$ 30,000.00

For this example, we are using a data acquisition fee total of \$1200. This amount would be paid up front by PRS, and then deducted from the County's share of insurance recoveries, as is demonstrated below.

Peachtree Recovery Services, Inc. Share of Recovery (18% of \$30,000, plus an additional \$1200, to reimburse PRS for data acquisition fees, which they paid up front)	\$ 6,600.00
County of Montgomery Share of Recovery (82% of \$30,000, less a deduction of \$1200 for data acquisition fees)	\$ 23,400.00



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

MEMORANDUM

September 7, 2017

T T G

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Service Contract with Peachtree Recovery Services

I have reviewed your memorandum of September 6, 2017, regarding a contract with Peachtree Recovery Services regarding potential damaged County property claims.

It is my opinion that the County's standard dispute resolution language should be added to the contract as follows:

"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 Peachtree Recovery Services."

Once this language is added, the remainder of the agreement appears to be in order and will be binding on all parties if executed.

I am also of the opinion the above agreement is in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the County should not execute the above agreement if it is the desire of the Montgomery County Commission.

50051-317



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

DEC - 4 2017

KEVIN J. MURPHY

CHIEF DEPUTY

COLONEL WANDA J. ROBINSON

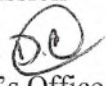
DIRECTOR OF DETENTION

MTGV CO. COMMISSION
OCT 30 '17 PM 4:33

October 30, 2017

MEMORANDUM

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

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Alabama Auburn Sports Bar and Grill
14716 Troy Highway, Matthews, AL 36052
010-Lounge Retail Liquor – Class I

I have reviewed the attached application for 010 Lounge Retail Liquor – Class 1. I object to the approval of the said license.

DC/crv

encls.

20-1

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

WWW.MONTGOMERYSHERIFF.COM

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20170824103141785



Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I State: \$300.00 County: \$300.00

Type License: State: County:

Trade Name: ALABAMA AUBURN SPORTS BAR AND GRILL Filing Fee: \$50.00

Applicant: ALABAMA AUBURN SPORTS BAR AND GRILL LLC Transfer Fee:

Location Address: 14716 TROY HWY MATHEWS, AL 36052

Mailing Address: 116 SHEILA BLVD; APT C PRATTVILLE, AL 36066

County: MONTGOMERY Tobacco sales: NO Tobacco Vending Machines:

Type Ownership: LLC

Book, Page, or Document info: CORP BK 2017 PGE 170

Date Incorporated: 08/10/2017 State incorporated: AL County Incorporated: MONTGOMERY

Date of Authority: 08/10/2017 Alabama State Sales Tax ID: R009705931

Federal Tax ID: 82-2288626

Name:	Title:	Date and Place of Birth:	Residence Address:
FLOYD STANLEY LARRY 7964455 - AL	OWNER	11/13/1963 NEW JERSEY	116 SHEILA BLVD PRATTVILLE, AL 36066

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants; whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: FLOYD LARRY

Business Phone: 334-296-8056

Fax:

Home Phone: 334-296-8056

Cell Phone: 334-296-8056

E-mail: KYDAVION2007@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: KINGS BAR AND GRILL

Applicant: KINGS BAR AND GRILL LLC

Previous License Number(s)

License 1: 010751951

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20170824103141785



Initial each

Signature page

FL.

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

FL.

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

FL.

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

FL.

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

FL.

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

FL.

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

FL.

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

FL.

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

FL.

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

Applicant Name (print): **FLOYD LARRY**

Signature of Applicant: **Floyd Larry**

Notary Name (print): **RITA MCCAY**

Notary Signature: **Rita McCay**

Commission expires: **4/17/2020**

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20170824103141785

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **BLOODSTRIPE LLC WILLIAM C MOUNT 334-657-9629**
What is lessors primary business? **PROPERTY OWNER**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

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

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **00000** Display Square Footage:
Building seating capacity: **50** Does Licensed premises include a patio area? **NO**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Location is within: **COUNTY** Police protection: **COUNTY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:
FLOYD LARRY	FRAUD ID THEFT	TROY PD	CONTACT ARRESTING AGENCY

find

Public Notices

Public Notices

[illegible]

1975 at Page 79 on JUNE 11, 1980, as recorded in Book 11, Page 730, and the 1280th voluntary judgment and mortgage dated February 11, 1981, recorded at Page 671, Page 89, in the Office of the Judge of Probate of Montgomery County, Alabama. Shapiro and Ingie, L.L.P., as counsel for Mortgagee or Transferee and under and by virtue of power of sale contained in the said mortgage will on January 9, 2018, sell at public outcry to the highest bidder in front of the main entrance of the Montgomery County Courthouse located in the City of Alabama, during the legal hours of sale, the following real estate:

For informational purposes only, the property address is: 1749 Marlowe Dr, Montgomery, AL 36116.

NOT PART OF THE LEGAL DESCRIPTION IN THE PROPERTY SOURCE DISCREPANCY HEREIN SHALL CONTROL

This sale is made for the purpose of paying the indebtedness secured by said mortgage, as well as the expenses of foreclosure. Furthermore, the proceeds of said sale shall be distributed as follows:

NAME: ALABAMA AUBURN SPORTS BAR AND GRILL
ADDRESS: 1717 TROY HIGHWAY, MATTHEWS, AL 36052
AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET BEFORE THE MONTGOMERY COMMISSION AT 9:30 A.M. ON DECEMBER 4TH, 2017

In the Montgomery County Courthouse and Administrative Building, Annex II, 101 South Lawrence Street, 11th Floor, Montgomery, Alabama, Commission Chambers, Montgomery, Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or

This sale is in accordance with the terms of the deed of trust and mortgage, as well as the expenses of foreclosure.

Alabama law gives some persons who have an interest in property the right to redeem the property under certain circumstances. Programs may allow them that help persons who attorney should be contacted to help you understand these rights and programs as part of the foreclosure process.

DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee for HOME EQUITY MORTGAGE LOAN ASSET-BACKED TRUST, starts a MORTGAGE LOAN ASSET-BACKED TRUST CERTIFICATES Series INAB55 2/2006-6T

Transferee

This sale is in accordance with the terms of the deed of trust and mortgage, as well as the expenses of foreclosure.

Alabama law gives some persons who have an interest in property the right to redeem the property under certain circumstances. Programs may allow them that help persons who attorney should be contacted to help you understand these rights and programs as part of the foreclosure process.

DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee for HOME EQUITY MORTGAGE LOAN ASSET-BACKED TRUST, starts a MORTGAGE LOAN ASSET-BACKED TRUST CERTIFICATES Series INAB55 2/2006-6T

Transferee

c. The above described Brick Wall shall be allowed to remain upon the lot without the approval by the City Building Inspector and City Engineer.

d. No other construction of any kind shall be built under the terms of the above described Brick Wall.

e. The City of Montgomery shall have the authority to enter upon said right of way for the maintenance and repair of its facilities therein.

f. Licensee is to remove said Brick Wall any time upon 30 days written notice from the City and is to remove the same at its own expense to the satisfaction of the City.

g. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

h. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

i. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

j. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

k. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

l. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

m. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

n. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

o. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

p. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

q. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

r. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

s. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

t. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

u. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

v. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

w. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

x. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

y. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

z. Should the City determine that the above described Brick Wall is a public liability arising from maintenance use of said Brick Wall.

and after becoming law.
Mont Adv 11/27, 12/4, 12/11, 12/18/2017
2559

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

December 4, 2017

AGENDA

DEC - 4 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-2018-27: Rescind Appropriation to City of Montgomery, to be used by BONDS to Support Old Pike Plantation Homeowners Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$600; (Singleton)

NOTE: Old Pike Plantation Homeowners Association opted not to receive the funds.

C-2018-31: Cloverdale Playhouse, Inc., for Educational Programs - \$2,000; (Harris)

C-2018-32: Montgomery YMCA, for Cleveland Avenue YMCA's Basketball Program - \$1,000; (Harris)

C-2018-33: HMBC Development Foundation, Inc., for Operational Expenses including Educational Programs - \$300; (Sankey)

C-2018-34: Montgomery Community Action Agency, for Community Service Programs - \$10,300; (Dean)

NC-2018-38: City of Montgomery, to be used by BONDS to Support Bellehurst, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,200; (Walker)

NC-2018-39: City of Montgomery, to be used by BONDS to Support County Downs Homeowner's Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,800; (Walker)

- A COUNTY OLDER THAN THE STATE -

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

MEMORANDUM
Montgomery County Commission
December 4, 2017
Page 2

- NC-2018-40: City of Montgomery, to be used by BONDS to Support Fox Hollow, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,800; (Walker)
- NC-2018-41: City of Montgomery, to be used by BONDS to Support Mountainview Estates Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$600; (Walker)
- NC-2018-42: City of Montgomery, to be used by BONDS to Support Deerfield Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$600; (Walker)
- NC-2018-43: City of Montgomery, to be used by BONDS to Support Carol Villa Civic Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,200; (Walker)
- NC-2018-44: City of Montgomery, to be used by BONDS to Support the Jones Road Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$2,500; (Singleton)

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

- BOE-2018-28: BOE, Dalraida Elementary School, for Principal's Discretionary Fund - \$2,000; (Walker)
- BOE-2018-29: BOE, Dozier Elementary School, for Principal's Discretionary Fund - \$2,000; (Walker)
- BOE-2018-30: BOE, Flowers Elementary School, for Principal's Discretionary Fund - \$2,000; (Walker)
- BOE-2018-31: BOE, Garrett Elementary School, for Principal's Discretionary Fund - \$2,000; (Walker)
- BOE-2018-32: BOE, Robert E. Lee High School, for Junior Varsity Basketball (Attn: Coach Scott) - \$900; (Walker)

****Rescind**

DLM/tll

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 4

AGENDA

DEC -4 2017

DEPARTMENT: County Commission Appropriations REQUESTED BY: Donald L. Mims 11/20/17
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 11/28/17
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Central Alabama Sports Commission Inc.	001-57600.450	0	100,000	100,000
Fund Balance	001.35900	0	(100,000)	(100,000)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 0	\$ 0	\$ 0

JUSTIFICATION: To budget for funding to the Central Alabama Sports Commission, Inc. for the 2017 Raycom Media Camellia Bowl College Football game to be held at Cramton Bowl, for the promotion of Tourism and Economic benefits to Montgomery Co.

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Youth Facility
 DEPARTMENT HEAD: Beverly Riddle Wise
 SUPERVISOR: Brandi Alexander

POSITION INFORMATION:

Position Title Assistant Juvenile Detention Director
 Position Number 900329004
 Pay Grade PC5 Pay Range \$50,178 - \$74,973
 Proposed Effective Date January 1, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Beverly Riddle Wise/lp

Department Head

Date 11/28/2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 11/28/2017

Sherrill Thomas

Finance Director

Date 11/28/2017

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

DEC - 4 2017

Date: November 29, 2017
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: Birmingham, Alabama
Departure Date: December 14, 2017 Return Date: December 15, 2017
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Attend the 30th Annual Governmental Accounting & Auditing Forum

Traveler (s) Name: 1. Donald Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$672.67 Advance Registration Required: \$350.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration \$350 .00 - Hotel \$149.23 - Meals \$ 75.00 -Mileage \$98.44

To: Donald L Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 12/4/17 reimbursement of actual and necessary expenses in the
approximate amount of \$672.67 and advance registration of \$350.00 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>\$22,500.00</u>
Approved Requests:	<u>\$2,192.22</u>
Budget Available:	<u>\$20,307.78</u>
Current Requests:	<u>\$672.67</u>
Budget Balance:	<u>\$19,635.11</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/29/17

cc: Finance Director / Buyer

24-1

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

DEC - 4 2017

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

Destination: Center for Lifelong Learning, Montgomery, AL
Departure Date: December 11, 2017 Return Date: December 12, 2017
Conference Leave (Days / Hours): two days
Purpose of Travel: Sex Offender Registration and Notification Act (SORNA) Training

Traveler (s) Name: 1. Kim Parham 4. Wade Morgan
2. Ebony Raine 5. _____
3. Amanda Ashurst 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: Youth Facility Fund Name: 001-52603.265
Additional Comments: _____

To: Beverly Riddle Wise
From: Donald L. Mims, Administrator
The above request is app. 12/4/17 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>001-52603.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$10,000.00</u>
Approved Requests:	<u>\$448.80</u>
Budget Available:	<u>\$9,551.20</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$9,551.20</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 11/22/17
cc: Finance Director / Buyer

24-2

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

DEC - 4 2017

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

Destination: Birmingham, AL (Hoover)
Departure Date: 12-14-17 Return Date: 12-15-17
Conference Leave (Days / Hours): two days
Purpose of Travel: Attend Sex Offender Registration and Notification Act (SORNA) training

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

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

Total (est.) Cost: \$0.00 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. 12/4/17 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>001-52603.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$10,000.00</u>
Approved Requests:	<u>\$448.80</u>
Budget Available:	<u>\$9,551.20</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$9,551.20</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 11/22/17
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA

DEC - 4 2017

Date: November 20, 2017
To: Donald L. Mims, Administrator
From: Scott Kramer
Re: Approval for the following travel:

Destination: Mountain Brook, Alabama
Departure Date: January 24, 2018 Return Date: January 26, 2018
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend the ACCMA 2018 Winter Conference

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: \$997.37 Advance Registration Required: \$195.00
Department Name: Risk Management Fund Name: Liability
Additional Comments: Registration \$195.00 Hotel \$555.00 Meals \$150.00 Mileage \$97.37

To: Scott Kramer, Risk Manager
From: Donald L. Mims, Administrator
The above request is app. 12/4/17 reimbursement of actual and necessary expenses in the
approximate amount of \$997.37 and advance registration of \$195.00 is authorized.

<i>To be completed by the Finance Department</i>	
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>\$170.68</u>
Budget Available:	<u>\$14,829.32</u>
Current Requests:	<u>\$997.37</u>
Budget Balance:	<u>\$13,831.95</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 11/22/17
cc: Finance Director / Buyer

24-4

Montgomery County Commission
Travel / Training Request Approval
Request # 5

AGENDA

DEC - 4 2017

Date: 11/22/2017
To: Donald L. Mims, Administrator
From: George Speake, County Engineer
Re: Approval for the following travel:

Destination: Homewood Suites, 1800 Interstate Park Drive, Montgomery, Al
Departure Date: January 18, 2018 Return Date: January 18, 2018
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend seminar on Project Management Workshop

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

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

Total (est.) Cost: \$199.00 Advance Registration Required: \$199.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265
Additional Comments: _____

To: George Speake, County Engineer
From: Donald L. Mims, Administrator

The above request is app. 12/4/17 reimbursement of actual and necessary expenses in the
approximate amount of \$199.00 and advance registration of \$199.00 is authorized.

To be completed by the Finance Department	
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>\$1,842.00</u>
Budget Available:	<u>\$8,158.00</u>
Current Requests:	<u>\$199.00</u>
Budget Balance:	<u>\$7,959.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/22/17

cc: Finance Director / Buyer

245

Montgomery County Commission
Travel / Training Request Approval
Request # 8

AGENDA

DEC - 4 2017

Date: November 22, 2017
To: Donald L. Mims, Administrator
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: February 6, 2018 Return Date: February 6, 2018
Conference Leave (Days / Hours): 4 hours
Purpose of Travel: To attend Career Fair at Faulkner University

Traveler (s) Name: 1. Monica Caudle 4. _____
2. Henry Jackson 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐
Total (est.) Cost: \$50.00 Advance Registration Required: \$50.00
Department Name: Personnel Fund Name: Merit System
Additional Comments: \$50.00 - Registration Fee

To: Carmen Douglas, Personnel Director
From: Donald L. Mims, Administrator
The above request is app. 12/4/17 reimbursement of actual and necessary expenses in the
approximate amount of \$50.00 and advance registration of \$50.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>123-51961-190</u> (ex: 000-00000-000)
Description:	<u>Recruiting</u>
Current Budget:	<u>\$5,000.00</u>
Approved Requests:	<u>\$440.75</u>
Budget Available:	<u>\$4,559.25</u>
Current Requests:	<u>\$50.00</u>
Budget Balance:	<u>\$4,509.25</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 11/28/17
cc: Finance Director / Buyer

24-6

Montgomery County Commission
Travel / Training Request Approval
Request # 7

AGENDA

DEC - 4 2017

Date: 11/18/2017
To: Donald L. Mims, Administrator
From: Judge Steven L. Reed
Re: Approval for the following travel:

Destination: Montgomery - Embassy Suites
Departure Date: 01/16/18 Return Date: 01/19/18
Conference Leave (Days / Hours): 4 days
Purpose of Travel: APJA Winter Conference

Traveler (s) Name: 1. Judge Steven L. Reed 4. _____
2. William Flowers 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,300.00 Advance Registration Required: \$1,000.00

Department Name: Probate Fund Name: 783-51350-265

Additional Comments: _____

To: Judge Steven L. Reed
From: Donald L. Mims, Administrator

The above request is app. 12/4/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,300.00 and advance registration of \$1,000.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>783-51350.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$1,600.00</u>
Budget Available:	<u>\$1,400.00</u>
Current Requests:	<u>\$1,300.00</u>
Budget Balance:	<u>\$100.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/29/17

cc: Finance Director / Buyer

AGENDA

DEC - 4 2017

November 30, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Alabama Power Company Easement

In order to install utilities at the vehicle maintenance shop on Terminal Road, Alabama Power requires an easement from Montgomery County Commission as owner of the property. I request that rules be waived to avoid delay and that the Commission approve granting the attached easement to APCo.

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA
COUNTY OF MONTGOMERY

This instrument prepared by: AL Wyckoff

Alabama Power Company
Attn: Corporate Real Estate
600 North 18th St
Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Montgomery County Commission (hereinafter known as "Grantors", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantors in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns (hereinafter the "Company"), the following easements, rights, and privileges:

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, trans closures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

The Company is further granted all the rights or privileges necessary or convenient for the full enjoyment and use of said right of way for the purposes above described, including, without limitation, the right of ingress and egress to and from said Facilities, as applicable, the right to excavate for installation, replacement, repair and removal of said Facilities, the right in the future to install intermediate poles and facilities on said right of way, the right to install, maintain, and use anchors and guy wires on land adjacent to said right of way, and also the right to cut, remove, and otherwise keep clear any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said right of way, as applicable. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the aforementioned right of way that, in the opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean the real property more particularly described in that certain instrument recorded in Deed Book 529 page 10 and RLPY 4829 page 509, in the Office of the Judge of Probate of the above named County.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantors hereby grant to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantors, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantors" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed by _____, its authorized representative, as of the _____ of _____, _____.

ATTEST (if required) or WITNESS:

Montgomery County Commission
(Grantor)

By: _____

By: _____ (SEAL)

Its: _____

Its: _____
[Indicate President, General Partner, Member, etc.]

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: Choose an item. Location to Location: _____

SW ¼ of the SW ¼ of Section 14, Township 16N, Range 17E

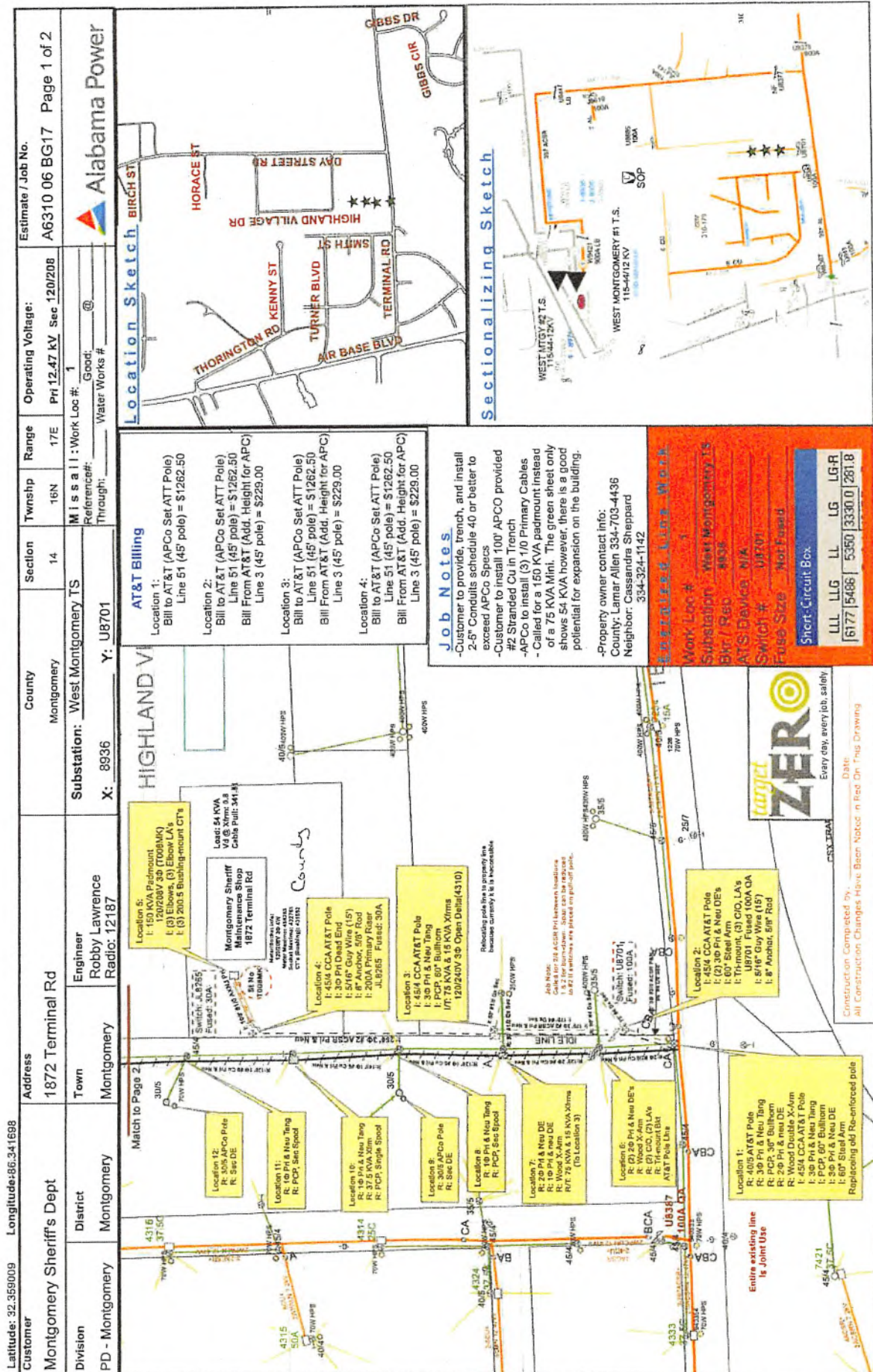
W.E. No. A6310-06-BG17

Transformer No. _____

REV 3/15/16

25-2

AL 447000
832-3420



Location Sketch

Sectionalizing Sketch

AT&T Billing

Location 1:
Bill to AT&T (APCo Set ATT Pole)
Line 51 (45' pole) = \$1262.50

Location 2:
Bill to AT&T (APCo Set ATT Pole)
Line 51 (45' pole) = \$1262.50
Bill From AT&T (Add. Height for APCo)
Line 3 (45' pole) = \$229.00

Location 3:
Bill to AT&T (APCo Set ATT Pole)
Line 51 (45' pole) = \$1262.50
Bill From AT&T (Add. Height for APCo)
Line 3 (45' pole) = \$229.00

Location 4:
Bill to AT&T (APCo Set ATT Pole)
Line 51 (45' pole) = \$1262.50
Bill From AT&T (Add. Height for APCo)
Line 3 (45' pole) = \$229.00

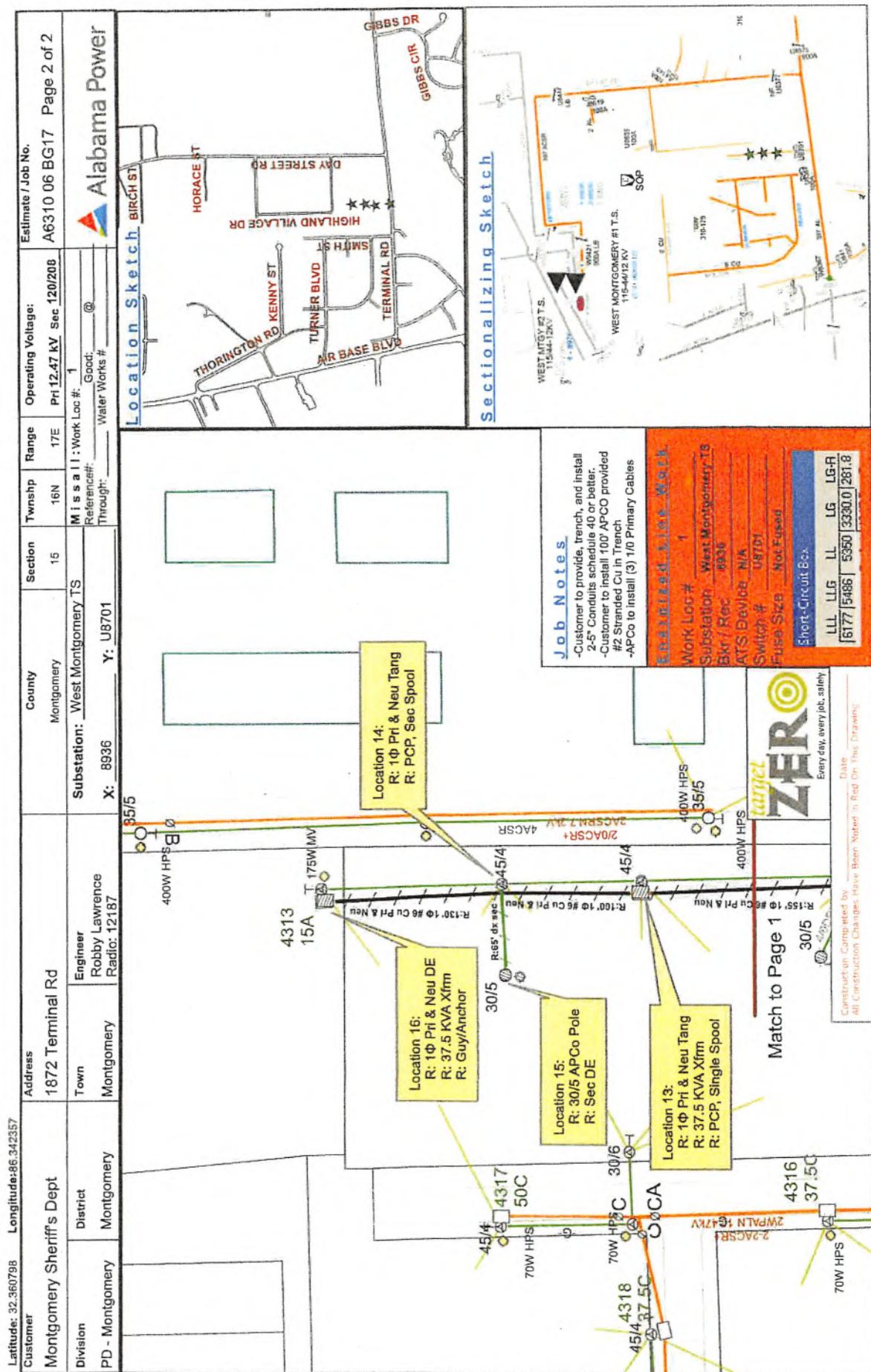
Job Notes

-Customer to provide, trench, and install 2-5" conduits schedule 40 or better to exceed APCo Specs
-Customer to install 100' APCO provided #2 Stranded Cu in Trench
-APCO to install (3) 1/0 Primary Cables - Called for a 150 KVA padmount instead of a 75 KVA Mini. The green street only shows 54 KVA however, there is a good potential for expansion on the building.
-Property owner contact info:
County: Lamar Allen 334-703-4438
Neighbor: Cassandra Sheppard 334-324-1142

Work Loc #	Substation	Bar / Rec	ATS Device	Switch #	Fuse Size	Not Fused
1	West Montgomery TS	4835	N/A	U8701	100A	

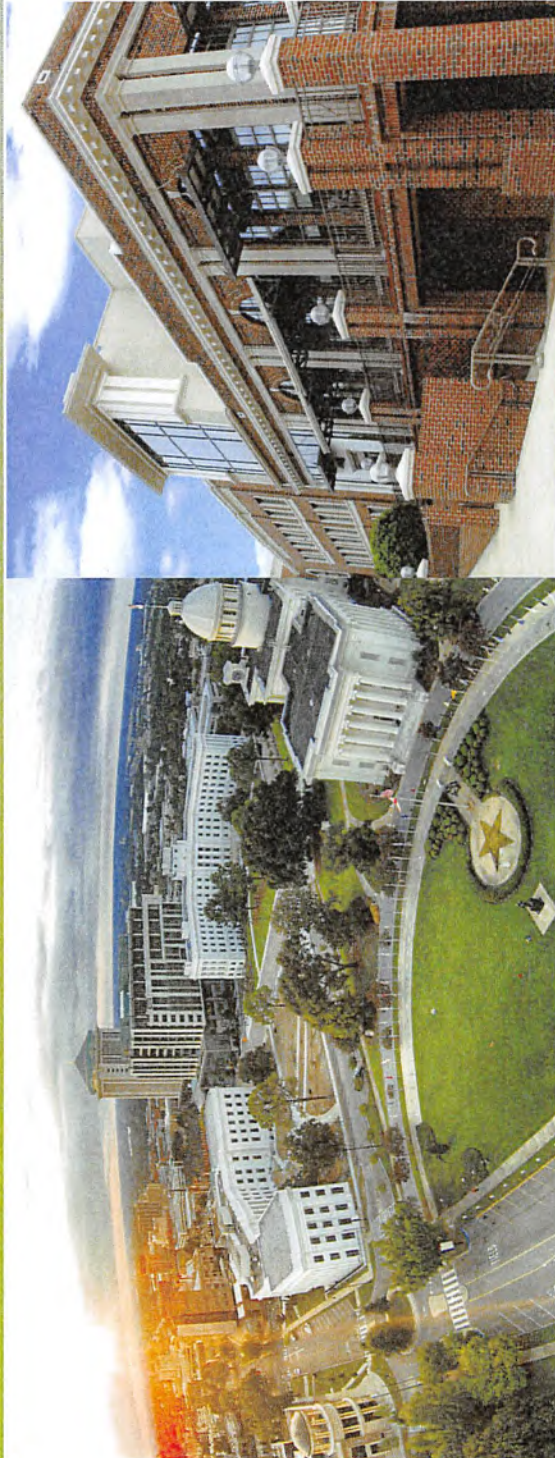
Short-Circuit Box	LL	LLG	LL	LLG	LLG	LLG
	16177	15486	5350	3330	0	281.8

Florence southern@mc-ala.org



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STIFEL



Montgomery County

Series 2017 General Obligation Warrants

December 4, 2017

AGENDA
12-4-17

Financing Results: Series 2017 General Obligation Warrants

STIFEL

The County's Series 2017 Warrants were sold on Monday, November 20th, with transaction results detailed below.

Financing Results

- Refunding amortized to create level annual savings in the first four fiscal years—partially offsets 2018 PBA debt service impact on budget.
- \$2 million of improvements amortized over 20 year period, with 4 years of interest only to mitigate budget impact.
- Affirmed Aa1/AA Underlying Credit Rating (Moody's/S&P)
- **\$565k** PV savings on refunding, or **11.5%** of refunded principal.
- **2.41%** All-In TIC on refunding on 5.8 year average life
- **2.96%** All-In TIC on refunding on 12.4 year average life

Fiscal Year Ending	Series 2007 Current Refunding				\$2MM Improvements		Series 2017 Debt Service		REFUNDING STATISTICS	Series 2007 Current Refunding
	Prior Debt Service	Refunding Debt Service	Savings*	Present Value Savings*	New Principal	New Debt Service	Debt Service			
9/30/2018	224,879	112,183	112,696	111,909	-	43,019	155,202	Dated Date	12/20/2017	
9/30/2019	763,191	609,075	154,116	150,072	-	61,700	670,775	Escrow yield	0.000%	
9/30/2020	759,391	605,275	154,116	147,049	-	61,700	666,975	Value of Negative Arbitrage	9,565	
9/30/2021	764,154	611,025	153,129	143,169	-	61,700	672,725	Bond Par Amount	4,705,000	
9/30/2022	537,388	537,375	13	(119)	95,000	155,275	692,650	All-In True Interest Cost	2,412%	
9/30/2023	539,618	539,400	218	90	100,000	157,350	696,750	Par amount of refunded bonds	4,915,000	
9/30/2024	536,619	534,925	1,694	1,396	100,000	154,100	689,025	Average coupon of refunded bonds	4,734%	
9/30/2025	541,375	538,825	2,550	2,133	105,000	155,513	694,338	Net PV Savings	565,383	
9/30/2026	538,125	535,900	2,225	1,834	110,000	156,475	692,375	Percentage savings of refunded bonds	11.503%	
9/30/2027	538,750	536,100	2,650	2,168	115,000	156,975	693,075			
9/30/2028	538,125	535,500	2,625	2,126	120,000	157,275	692,775			
9/30/2029					125,000	158,313	158,313			
9/30/2030					125,000	155,188	155,188			
9/30/2031					130,000	156,838	156,838			
9/30/2032					135,000	158,194	158,194			
9/30/2033					135,000	154,414	154,414			
9/30/2034					140,000	155,495	155,495			
9/30/2035					145,000	156,325	156,325			
9/30/2036					150,000	156,900	156,900			
9/30/2037					155,000	157,325	157,325			
TOTAL	6,281,614	5,695,583	586,031	565,383	1,985,000	2,730,071	8,425,654			

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Aggregate Annual Debt Service Impact—After Series 2017 Warrants

Fiscal Year Ending 9/30	COMBINED SERIES 2017 WARRANTS											Budget Impact vs FY18 Existing Debt Service	
	GO 2010-A Debt Service	PBA 2012 Debt Service	PBA 2014 Debt Service	PBA 2015 Debt Service	GO QECB 2012 Debt Service	GO QECB 2014 Debt Service	PECD 2015 Debt Service	GO 2015 Debt Service	Existing Aggregate Debt Service	2017 GO			
										Refunding	New (\$2MM)		
										Savings	Debt Service	Resulting New Aggregate Debt Service	
2018	1,349,500	377,825	3,450,525	646,710	398,587	390,637	1,062,600	3,156,650	12,002,254	(112,696)	43,019	11,932,577	(69,677)
2019	1,355,375	374,575	3,836,100	650,460	398,587	392,272	1,060,600	3,161,850	11,993,011	(154,116)	61,700	11,900,594	(101,660)
2020	1,315,500	376,890	3,878,100	649,160	398,587	389,278	1,058,300	3,157,600	11,982,806	(154,116)	61,700	11,890,390	(111,864)
2021	1,333,875	378,749	3,858,975	647,535	398,587	386,455	1,061,500	3,160,000	11,989,830	(153,129)	61,700	11,898,401	(103,853)
2022	2,543,250	2,511,349	1,721,900	650,510	398,587	383,607	1,059,500	2,228,750	12,034,841	(13)	155,275	12,190,103	187,849
2023	2,547,125	269,133	3,968,825	648,410	398,587	380,556	1,061,500	2,231,125	12,044,878	(218)	157,350	12,202,010	199,756
2024	-	3,249,430	3,538,075	646,310	398,587	377,301	1,062,250	2,234,125	12,042,697	(1,694)	154,100	12,195,103	192,849
2025	-	115,575	6,666,950	649,135	398,587	374,123	1,061,750	2,232,625	12,040,121	(2,550)	155,513	12,193,083	190,829
2026	-	2,467,450	4,315,825	646,885	398,588	370,879	1,060,000	2,231,500	12,029,252	(2,225)	156,475	12,183,502	181,248
2027	-	-	6,292,700	1,137,135	398,586	367,472	1,062,000	2,230,500	12,027,143	(2,650)	156,975	12,181,468	179,214
2028	-	-	6,315,788	1,110,035	-	363,929	1,059,300	2,229,375	11,616,551	(2,625)	157,275	11,771,201	(231,053)
2029	-	-	5,032,750	1,088,160	-	364,566	1,061,150	-	7,546,626	-	158,313	7,704,939	(4,297,316)
2030	-	-	-	6,125,148	-	-	1,059,900	-	7,185,048	-	155,188	7,340,235	(4,662,019)
2031	-	-	-	6,125,268	-	-	1,062,150	-	7,187,418	-	156,838	7,344,255	(4,657,999)
2032	-	-	-	-	-	-	1,062,650	-	1,062,650	-	158,194	1,220,844	(10,781,410)
2033	-	-	-	-	-	-	1,061,400	-	1,061,400	-	154,414	1,215,814	(10,786,440)
2034	-	-	-	-	-	-	1,058,400	-	1,058,400	-	155,495	1,213,895	(10,788,359)
2035	-	-	-	-	-	-	1,055,575	-	1,055,575	-	156,325	1,211,900	(10,790,354)
2036	-	-	-	-	-	-	1,061,875	-	1,061,875	-	156,900	1,218,775	(10,783,479)
2037	-	-	-	-	-	-	1,058,869	-	1,058,869	-	157,325	1,216,194	(10,786,060)
2038	-	-	-	-	-	-	1,059,319	-	1,059,319	-	-	1,059,319	(10,942,935)
2039	-	-	-	-	-	-	1,057,975	-	1,057,975	-	-	1,057,975	(10,944,279)
2040	-	-	-	-	-	-	1,059,975	-	1,059,975	-	-	1,059,975	(10,942,279)
2041	-	-	-	-	-	-	-	-	-	-	-	-	(12,002,254)
2042	-	-	-	-	-	-	-	-	-	-	-	-	(12,002,254)
2043	-	-	-	-	-	-	-	-	-	-	-	-	(12,002,254)
2044	-	-	-	-	-	-	-	-	-	-	-	-	(12,002,254)
2045	-	-	-	-	-	-	-	-	-	-	-	-	(12,002,254)
2046	-	-	-	-	-	-	-	-	-	-	-	-	(12,002,254)
2047	-	-	-	-	-	-	-	-	-	-	-	-	(12,002,254)
TOTAL	10,444,625	10,120,975	52,876,513	21,420,860	3,985,870	4,541,076	24,388,538	28,254,100	163,258,511	(586,031)	2,730,071	165,402,551	

* Last column illustrates the budget impact of new aggregate annual debt service payment versus existing total aggregate debt service payment in FY2018

County Pricing Beats the Holiday Rush in a Rising Rate Environment

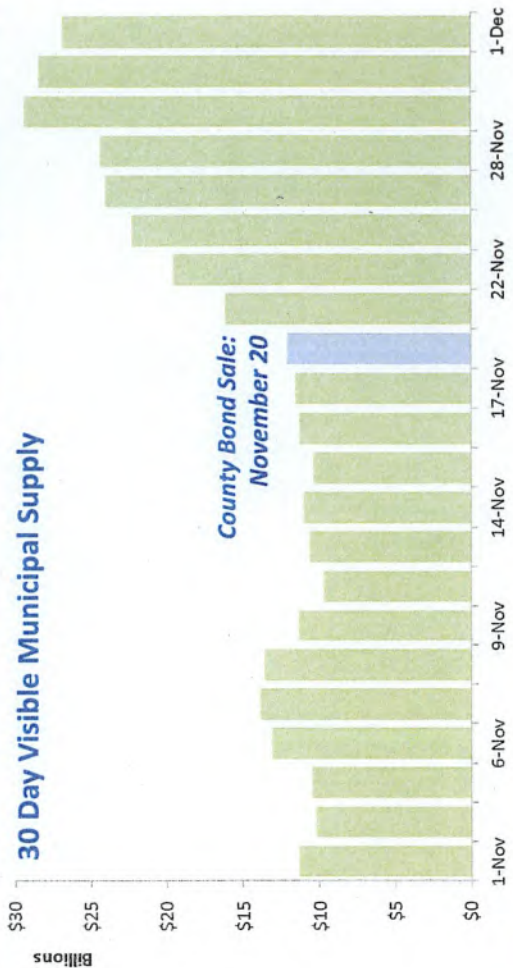
STIFEL

Short End of Tax-Exempt Yield Curve Continues to Rise

- As previously discussed with the County, benchmark tax-exempt interest rates in the short end of the curve have continued to rise throughout the fall.
- The increases were initially based on market expectation of another interest rate hike at the December Fed meeting, but now have had the upward pressures added of tax reform & a significant year end supply bubble.
- The movement in the 6yr MMD benchmark is shown to the right(matching the weighted average maturity of the County's refunding). Note an **increase of 14 basis points** just since the County's sale date.



Municipal Issuance Skyrockets in Anticipation of Tax Reform Bill



Sources: Bloomberg; Bond Buyer

- The largest factor placing upward pressure on tax-exempt rates today is the potential tax reform bill currently in Congress. The bill threatens to eliminate access to tax-exempt financing for certain types of municipal financings at year end.
- Analysts estimate as much as \$25 billion in planned 2018 issuances will be moving to 2017 for this reason.
- Supply for the shortened Thanksgiving week was \$4.6 billion after averaging \$875 million over the past four years.
- Supply for the week of 11/27 was over **\$12 billion**, and week of 12/4 is expected to be **\$17.4 billion**.

Stifel, Nicolaus & Company, Incorporated ("Stifel") has been engaged or appointed to serve as an underwriter or placement agent with respect to a particular issuance of municipal securities to which the attached material relates and Stifel is providing all information and advice contained in the attached material in its capacity as underwriter or placement agent for that particular issuance. As outlined in the SEC's Municipal Advisor Rule, Stifel has not acted, and will not act, as your municipal advisor with respect to the issuance of the municipal securities that is the subject to the engagement.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its' own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not be relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and is subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.

Montgomery County G.O. / Series 2017 War

ISSUE NAME	Mobile County G.O.				Cleburne County Water Auth. Rev				Gadsden G.O.				
SALE DATE SIZE (mill) RATINGS ENHANCMENT. TAX STATUS MANAGER DATED / DUE FIRST COUP. CALL COMMENTS:	11/28/17				11/27/17				11/20				
	23.000				9.235				20.615				
	Aa1		AA				AA/A- UL		UL A2		AA Insured		
	Tax Exempt				AGM Insured				AGM Insured				
	Raymond James				Tax Exempt BQ				Tax Exempt				
	12/15/17	42948			Thornton Farish				Piper Jaffray				
	8/1/18				12/1				11/30/17	8/1			
	8/1/27 @ PAR				6/1/18				2/1/18				
	12/1/24 @ PAR				12/1/24 @ PAR				8/1/27 @ PAR				
	*** This Issue is Non-BQ ***												
This issue was pulled from market & delayed until next year due to lack of interest at these offering levels.													
PRICING:	Amount (Mill.)	Coupon Rates	Offer YIELD	MMD Spread	Amount (Mill.)	Coupon Rates	Offer YIELD	MMD Spread	Amount (Mill.)	Coupon Rates	Offer YIELD	MMD Spread	Amount (Mill.)
2017													
2018	0.790	4.000	1.360	15									
2019	0.755	5.000	1.630	20	0.520	2.000	1.500	25	0.700	2.000	1.460	31	0.68
2020	0.775	5.000	1.740	25	0.225	2.000	1.600	15	0.520	3.000	1.620	35	0.43
2021	0.810	5.000	1.840	27	0.235	2.000	1.750	24	0.535	4.000	1.720	39	0.57
2022	0.840	5.000	1.950	30	0.235	2.000	1.900	30	0.555	4.000	1.830	43	0.73
2023	0.880	5.000	2.080	33	0.240	2.000	2.100	41	0.580	4.000	1.970	47	0.20
2024	0.925	5.000	2.180	35	0.245	2.100	2.200	43	2.090	5.000	2.110	51	0.59
2025	0.975	5.000	2.290	37	0.245	2.300	2.400	54	2.195	2.00/5.00	2.230	54	
2026	1.020	5.000	2.420	40	0.250	2.400	2.500	55	2.265	5.000	2.350	57	
2027	1.070	5.000	2.530	43	0.260	2.400	2.600	55	2.375	3.50/5.00	2.480	60	
2028	1.125	5.000	2.650	45	0.265	2.650	2.750	62	2.490	5.000	2.570	59	0.30
2029	1.180	5.000	2.720	45	0.270	2.750	2.850	64	2.610	5.000	2.680	59	1.22
2030	1.240	5.000	2.790	45	0.280	2.850	2.950	66	1.700	5.000	2.750	59	1.25
2031	1.305	5.000	2.850	45	0.290	3.000	3.050	69	5.000	3.000	3.150	92	1.29
2032	1.370	5.000	2.900	45	0.295	3.000	3.100	70					
2033	1.435	5.000	2.950	45	0.305	3.100	3.200	75					
2034	1.510	5.000	3.000	45	0.315	3.200	3.300	80					
2035	1.585	5.000	3.050	45	0.325	3.250	3.350	80					
2036	1.665	5.000	3.090	45	0.335	3.300	3.400	80					
2037	1.745	5.000	3.120	45	0.345	3.350	3.450	81					
2038					0.360	3.400	3.500	83					
2039	* Can not compare offer yields to Montgomery												
2040	County issue beyond call date of 2027												
2041	because of the 5% premium bond structure.												
2042													
2043													
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General Notes:

(1) MMD Denotes "Municipal Market Data" benchmark municipal interest rates that are published daily. The "MMD Spread" indicates the offering yield spread to (2) in comparing Offering Yields and MMD Spreads between different issues, it is important to compare similar Coupons in similar maturities (i.e. compare disc (3) The color coded MMD spreads, are highlighting similar coupons in similar maturities between the different issues - comparing 5% premium bonds to 5% pre (4) For bonds that are non-callable, typically those maturities of 10 years and less, it is OK to compare discount, premium and/or par bonds to each other.

(5) While it is VERY DIFFICULT to compare pricings between different municipal issues because of a wide range of variables, using MMD Spreads as a measur (6) Beyond market interest rates, other factors that effect pricing of municipal issues include: credit considerations, market tone/sentiment, popularity of issue n

COUNTY GOVERNMENT BOND FINANCING REVIEW FORM

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. The County Commission has considered whether it can satisfy its financial obligations for the life of the bonds.	✓ —	— —	— —
2. In the case of limited obligation indebtedness, the County Commission has identified the source for the debt service payments for the life of the bonds.	— —	— —	✓ —
3. In the case of general obligation indebtedness, the County Commission has indicated that the full faith and credit of the County has been pledged for the debt service payments for the life of the bonds.	✓ —	— —	— —
4. The County Commission has considered the period of usefulness of the improvement or property for which the bonds are to be issued in light of the duration of the term of the bonds under the bond financing agreement.	✓ —	— —	— —
5. The County Commission acknowledges that bond proceeds shall not be used for general operating expenses of the County.	✓ —	— —	— —
6. The County Commission has received from the bond underwriter, bond counsel, issuer's counsel, trustee, and any others associated with the issuance of bonds an itemized listing of their respective fees and all other costs which shall not be subject to change prior to the sale or issuance of bonds.	✓ —	— —	— —
7. The County Commission has received from the bond underwriter a clear and understandable written proposal explaining all details of the proposed bond issue, its repayment schedule, and any external factors which could affect the total cost to the County if it issues the bonds.	✓ —	— —	— —
8. The County Commission has considered the effect, if any, that the bonds will have on the County's constitutional debt limit.	✓ —	— —	— —
9. The County Commission has received from the bond underwriter information demonstrating that the estimated interest rate on the bonds is reasonable and, that if information regarding similar recent issuances is available, the interest rates are comparable with other similar issuances based on current bond market conditions on the date of the execution of the bond financing agreement.	✓ —	— —	— —

State of Alabama Department of Examiners of Public Accounts
Adopted Pursuant to Act No. 2009-757
October 1, 2009

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Complete the following section if the proceeds of the proposed bonds are to be used in whole or in part for the purpose of refinancing or refunding outstanding bonds:

10. The County Commission understands how the issuance of refunding bonds may extend the County's initial debt repayment period and the total cost paid by the County by the end of the refunding period. ✓
— — —
11. The County Commission has considered whether the refunding bonds will create net present value savings for the County, including the costs of refinancing. ✓
— — —

Complete the following section in connection with a swap agreement:

12. The County Commission has complied with paragraph a. of subdivision (2) of Section 41-1-42, *Code of Alabama 1975*. — — — ✓
13. The County Commission has reviewed or had explained by the adviser selected all documentation provided pertaining to the swap agreement. — — — ✓
14. The County Commission has designated an employee or official who will have primary responsibility for the consideration, execution, and monitoring of interest rate swaps and financial hedges entered into by the County. — — — ✓
- Name of Employee/Official _____
15. The County Commission has determined whether the County's obligations under the swap agreement constitute a general obligation indebtedness of the County and whether the source of payment is sufficient. — — — ✓
16. The County Commission has sought and received specific information disclosing the potential risks inherent in the swap agreement including those risks commonly referred to in the derivatives industry as "basis risk," "tax risk," "interest rate risk," "counterparty risk," "termination risk," "market-access risk," "rollover or anticipation risk," and "credit risk." — — — ✓

I, the chairman/president (or other Commission member designee) of the County Commission, do hereby acknowledge that all above items have been considered by the County Commission, and that the County Commission has voted to enter into the bond financing agreement or swap agreement by an affirmative vote of a majority of the members of the County Commission.

Signature _____

Printed Name Elton Dean

Title Chairman, Montgomery County Commission

Date of Issuance of Bonds or Swap Agreement 12/20/2017

In preparing this form, the County Commission shall consult with and obtain advice from either an attorney for the County, the County Administrator, or, at the option of the County Commission, a certified public accountant (CPA) regarding any and all bond or swap proposals received by the County. The person or persons utilized by the County Commission for advice and consultation shall review all documents to be included at the execution of the bond financing agreement or swap agreement.

I, the adviser/consultant utilized by the County Commission, do hereby acknowledge that I have reviewed all documents to be included at the execution of the bond financing agreement or swap agreement.

Signature _____

Printed Name Donald Mims

Title County Administrator

Company Name Montgomery County Commission

A copy of this form shall be submitted to the State of Alabama, Department of Examiners of Public Accounts within 10 business days of the issuance of the bonds or swap agreement. This form shall be kept on file at the Office of Examiners of Public Accounts and shall be available for public inspection for a period of seven years.

***Mailing Address: State of Alabama Department of
Examiners of Public Accounts
P. O. Box 302251
Montgomery, AL 36130-2251***

State of Alabama Department of Examiners of Public Accounts
Adopted Pursuant to Act No. 2009-757
October 1, 2009

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Detailed Itemization of Costs and Fees

In accordance with Act Number 2009-757, Acts of Alabama, the following detailed itemization of costs and fees and acknowledgments shall be included with the bond financing agreement documents of any County Commission in the State of Alabama.

Costs and Fees which will be paid directly by the County Commission

Expense/Payee	Amount
N/A	

Costs and Fees which will be paid directly from bond proceeds

Expense/Payee	Amount
Underwriters' Discount - Stifel & Liberty Bank	50,175.00
Bond Counsel Fee - Maynard Cooper	25,000.00
Paying Agent Acceptance Fee - Regions Bank	1,500.00
Rating Fee - Moody's	14,000.00
Rating Fee - Standard & Poor's	14,000.00
Co-County Counsel Fee - Haskell, Slaughter & Gallion	5,000.00
Co-County Counsel Fee - Means Gillis Law	5,000.00
Dissemination Agent Fee - Digital Assurance Corp	2,500.00
Closing Expenses - Stifel	1,814.80

State of Alabama Department of Examiners of Public Accounts
Adopted Pursuant to Act No. 2009-757
October 1, 2009

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Detailed Itemization of Costs and Fees (continued)

I, the chairman/president (or other Commission member designee) of the County Commission, do hereby acknowledge that the amounts of these costs and fees (listed on the previous page) have been presented and explained to all members of the County Commission prior to the sale of bonds.

Commission

Signature _____

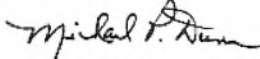
Printed Name Elton Dean

Title/County Chairman, Montgomery County Commission

Date of Issuance of Bonds 12/20/2017

I, the authorized signatory for the bond underwriter, do hereby acknowledge that the amounts of these costs and fees (listed on the previous page) have been presented and explained to all members of the County Commission prior to the sale of bonds.

Bond Underwriter:

Signature 

Printed Name Michael P. Dunn

Title/Company Managing Director, Stifel

Swap Agreement – Statement from Authorized Signatory

In accordance with Act Number 2009-757, Acts of Alabama, the following acknowledgment from the authorized signatory for the bond underwriter or authorized signatory of the provider of the swap agreement shall be included with documentation necessary to effectuate a swap agreement with any County Commission in the State of Alabama.

In connection with the swap agreement being entered into by _____ (County Commission) on _____ (Date of Issuance), I/We do hereby acknowledge the following:

- | | Yes | No | N/A |
|---|-----|-----|-------|
| 1. I/We have provided the County Commission with a disclosure of the potential risks inherent in the swap agreement. | ___ | ___ | ___ ✓ |
| 2. I/We have disclosed all fees associated with the swap agreement to the County Commission. | ___ | ___ | ___ ✓ |
| 3. I/We have provided the County Commission with documentation necessary to effectuate the swap agreement including master agreements, schedules, credit support annexes, confirmations, legal opinions, fairness opinions, and any other information necessary to comply with subdivisions (3) and (5) of subsection (c) of Section 3 of Act Number 2009-757, <i>Acts of Alabama</i> . | ___ | ___ | ___ ✓ |

Bond Underwriter/Swap Agreement Provider:

Signature _____

Printed Name _____

Title _____

Company Name _____

State of Alabama Department of Examiners of Public Accounts
Adopted Pursuant to Act No. 2009-757
October 1, 2009

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**Statements Relating to the
County Government Bond Financing Review Form**

The following statements are made relating to delivery of the county government bond financing review form as required by Section 11-8A-1 et al, of the Code of Alabama, 1975, as amended in relation to the issuance of Montgomery County General Obligation Warrants, Series 2017 in the aggregate principal amount of \$6,690,000 dated December 20, 2017 and should be presented to the County Commission prior to the execution of said form:

- (1) The county commission has considered whether it can satisfy its financial obligations for the life of the bonds.

The Series 2017 General Obligation Warrants are structured such that 1) the refunding portion creates savings for the County over the next four fiscal years, and 2) that the \$2 million new money portion is interest only for the first four fiscal years, with level debt service thereafter from FY2022 – FY2037. The underwriters have presented the combined impact of this issue on the County's aggregate annual debt service payment made from its General Fund budget.

- (2) In the case of limited obligation indebtedness, the county commission has identified the source for the debt service payments for the life of the bonds.

The Series 2017 General Obligation Warrants do not constitute limited obligation indebtedness.

- (3) In the case of general obligation indebtedness, the county commission has indicated that the full faith and credit of the county has been pledged for the debt service payments for the life of the bonds.

The Series 2017 Warrants will be general obligations of the County, for the payment of which the full faith and credit of the County will be irrevocably pledged. Revenues available to the County for payment of debt service on the Series 2017 Warrants include ad valorem taxes, sales and business license taxes and other general fund revenues. None of such legally available revenues are, however, specially pledged for payment of debt service on the Series 2017 Warrants.

- (4) The county commission has considered the period of usefulness of the improvement or property for which the bonds are to be issued in light of the duration of the term of the bonds under the bond financing agreement.

The refunding portion of the Series 2017 Warrants is structured such that the term of the debt does not exceed the original term of the Series 2007 Warrants—both with a final maturity of

March 1, 2028. The \$2 million new money portion of the warrants has a term of 20 years, with final maturity on March 1, 2037. The period of usefulness for the proposed county park or facilities improvements to be funded with the proceeds has been appropriately considered by the County.

(5) The county commission acknowledges that bond proceeds shall not be used for general operating expenses of the county.

The County has identified capital projects, either park improvements or facilities improvements, to be funded from the \$2,000,000 of new proceeds of the issue. The remaining proceeds will be used to 1) refund \$4,915,000 of the Series 2007 Warrants, and 2) pay the costs of issuing the Series 2017 Warrants.

(6) The county commission has received from the bond underwriter, bond counsel, issuer's counsel, trustee, and any others associated with the issuance of bonds an itemized listing of their respective fees and all other costs which shall not be subject to change prior to the sale or issuance of bonds.

A detailed Cost of Issuance schedule has been provided to the County, along with the other schedules summarizing the results of the transaction.

(7) The county commission has received from the bond underwriter a clear and understandable written proposal explaining all details of the proposed bond issue, its repayment schedule, and any external factors which could affect the total cost to the county if it issues the bonds.

The underwriters have been monitoring the benefits of refinancing the remaining Series 2007 Warrants and have provided written reports to, and discussed with, the County Commission the details of refinancing the Series 2007 Warrants. The underwriters also provided the County scenarios & structures for the \$2 million of improvements and its impact on the County's aggregate debt payments, before arriving at the 20 year amortization that was executed.

(8) The county commission has considered the effect, if any, that the bonds will have on the county's constitutional debt limit.

The Series 2017 General Obligation Warrants do impact the County's constitutional debt limit. The underwriters and bond counsel have provided the County with a statement of its Section 224 Constitutional Debt Margin after the issuance of the Series 2017 Warrants. The County has over \$79 million in remaining constitutional debt margin after the issuance.

(9) The county commission has received from the bond underwriter information demonstrating that the estimated interest rate on the bonds is reasonable and, that if information regarding similar recent issuances is available, the interest rates are comparable

with other similar issuances based on current bond market conditions on the date of execution of the bond financing agreement.

This information will be provided to the County Commission on December 4th with the final report of the financing results.

(10) The county commission understands how the issuance of refunding bonds may extend the county's initial debt repayment period and the total cost paid by the county by the end of the refunding period.

The refunding issue is structured such that the term and annual payments of the refunding portion of the Series 2017 Warrants does not exceed that of the 2007 Warrants—both March 1, 2028.

(11) The county commission has considered whether the refunding bonds will create net present value savings for the county, including the costs of refinancing.

The purpose of the Series 2017 financing was, in fact, to generate present value savings through the issuance of lower interest rate debt. The transaction does create substantial PV savings and is structured to deliver all of those savings over the next four fiscal years, in order to mitigate the budget impact of the addition of the upcoming Series 2018 Public Building Authority Warrants for facilities improvements. The details of the savings will be reviewed at the December 4th Commission meeting.

There is no swap agreement associated with this transaction, so remaining items 12 – 16 of the County Government Bond Financing Review Form are not applicable to this transaction.

DEC -4 2017

MTGY CO. COMMISSION
NOV 30 '17 AM 9:08

November 30, 2017

Members of the Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

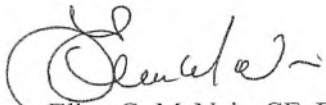
Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting for Chamber representatives to appear before the Montgomery County Commission on Monday December 4, 2017 in executive session. Please be advised that we have reviewed the commerce and real estate matter which the Montgomery County Commission proposes to discuss in executive session. It is our opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

Pursuant to Section 7(a)(7) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,



Ellen G. McNair, CEcD
Senior Vice President
Corporate Development



ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

		<i>For Reference, See</i>	
☐ 1. Convene An Open Meeting	Page 21	Section IV (A) 1	
☐ 2. Enter a motion stating the reason for the Executive Session. <i>Executive Sessions may only be called for one of the following reasons:</i> - General Reputation and Character, Job Performance, or Salaries / Compensation - Formal Complaints or Charges Against an Individual or Legal Entity - Discussion with the Government Body's Attorney - Security Plans and Measures - Criminal Investigation and the Identity of an Undercover Agent or Informer - Negotiations to Buy / Sell / Lease Real Property - Preliminary Negotiations in Trade Competition - Negotiations Between The Body and a Group of Public Employees - Discuss and Vote Upon a Public or Contested Case Hearing	Page 21 Page 21 Page 23 Page 23 Page 24 Page 25 Page 25 Page 26 Page 27 Page 27	Section IV (A) 2 Section IV (B) 1 Section IV (B) 2 Section IV (B) 3 Section IV (B) 4 Section IV (B) 5 Section IV (B) 6 Section IV (B) 7 Section IV (B) 8 Section IV (B) 9	
☐ 3. Receive a Written or Oral Declaration (if necessary). - Written Declarations are required for these Executive Sessions: - Discussion with the body's attorney concerning options for, and ramification of, litigation, mediation, or arbitration. - Discussions that would disclose the identity of an undercover informant or that focus on criminal investigations of non-public officials. - Discussions concerning the negotiations between the body and a group of public employees. - It is required that a designated person certify that the Executive Session is warranted for these specific reasons before the body votes to go into Executive Session.	Page 20	Section IV (A) 4	
☐ 4. Vote to go into Executive Session - The vote must be open/public; and - Each member must openly give his/her individual vote.	Page 20	Section IV (A) 4	
☐ 5. Enter a Statement Concerning Reconvention	Page 21	Section IV (A) 5	

DEC - 4 2017

BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C. FEE AGREEMENT

If no recovery (by settlement or trial) is obtained, client will not owe a legal fee or expenses.

CLIENT Montgomery County Commission TAX ID 63-6001653
 CLIENT REPRESENTATIVE Thomas T. Gallion, III
 STREET ADDRESS 8 Commerce St., Suite 1200
 CITY, STATE, ZIP Montgomery, AL 36104
 PHONE: Business 334-265-8573
 PHONE: Cell 334-221-8507
 EMAIL: ttg@hsg-law.com & tmp@hsg-law.com

LEGAL REPRESENTATION. Client hires Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. (hereinafter "Attorneys") to pursue potential claims for injuries and damages against the manufacturers and/or distributors of opioids related to losses suffered by the Montgomery County, Alabama (hereinafter referred to as "Client"). Client authorizes Attorneys to pursue available sources of recovery as Attorneys deem necessary. Client appoints Attorneys and/or their designees to do any and all acts which in their judgment may be reasonable and necessary in the handling of my cause of action, the same as though such acts were actually performed by me, including but not limited to obtaining of medical records of mine or my decedent through the submission of medical record releases/authorizations signed by me or the decedent but later completed, filled in and dated by Attorneys Client agrees that Attorneys may associate additional lawyers/firms to assist with this case and Client agrees to the sharing of fees between lawyers. Client understands the terms herein apply to other lawyers associated on this case and that association of other lawyers or law firms does not increase the amount of the attorney fee due to lawyers on successful resolution of the claim.

COOPERATION. Client agrees to be available for consultation, investigation, deposition, trial preparation, and do necessary work as Attorneys direct and do nothing to impair the value of the case. Attorneys agree to use their best effort and skill in pursuing this case but do not guarantee a specific result. Client appoints Attorneys as his/her attorneys-in-fact to present claims and/or endorse checks or drafts representing settlement or judgment proceeds to expedite disbursement.

33% LEGAL FEE. If no recovery (by settlement or trial) is obtained, client will not owe a legal fee or expenses. If Attorneys obtain settlement or judgment, by trial or otherwise for Client, Client will pay to Attorneys thirty-three percent (33%) of the net recovery, after reimbursement of expenses.

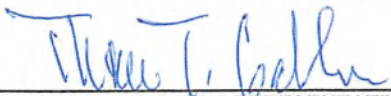
CASE EXPENSES & AUTHORIZATION. Attorneys will not ask Client for expense money during the handling of the case. Case costs and expenses will be advanced by Attorneys. Examples of typical expenses include court filing fees, investigation, auto mileage, photocopies, court reporters, medical records, interest on any money Attorneys borrow for expenses, expert witness fees, air fare, etc. If a recovery is obtained, Attorneys will be reimbursed for these expenses from the total recovery. Instead of hiring private outside investigators, Attorneys employ a full-time staff of investigators whose actual time will be charged as an expense like other out-of-pocket expenses. The fee for an investigator's time will be \$35.00 per hour for time spent working in this matter, which will be deducted from the gross recovery.

COMMON BENEFIT CASE EXPENSES: Client understands that Attorneys will be representing several cities, counties and municipalities, and will incur generic costs necessary to prosecute the claims. Client agrees to pay a pro rata share of the generic costs of prosecuting this case. Client shall have the right to an accounting of generic costs of this case.

TERMINATION OF THIS AGREEMENT. If this agreement is terminated before the case is resolved, Client gives Attorneys a lien against any subsequent recovery in this case for Attorneys' time and expenses. If an offer has been negotiated, Attorneys will have a lien upon any subsequent recovery equal to 33% of the offer, or an amount to compensate for time and expenses, whichever is greater. Attorneys may withdraw from representation of Client at any time if they determine prosecution of the claim is not feasible. It is expressly understood that Attorneys has made no promises of success or guarantees regarding the outcome of the case to Client. Attorneys has explained the risks that are a necessary part of litigation. Client fully understands that such risks exist. Attorneys may, after further investigation of the merits of this claim, cancel this contract of employment by mailing notice to the Client. In such event, there will be no charge for services rendered or expenses incurred by Attorneys.

LIMITED POWER OF ATTORNEY. Client hereby grants Attorneys a limited power of attorney to endorse the Client's name to any checks or drafts received by Attorneys in settlement of any and all claims pursued by Attorneys on behalf of Client. Such settlement funds shall be placed in trust for Client's benefit.

MISCELLANEOUS. Client has read this agreement (or has had it read to him/her) and agrees to be bound by these terms. Any modifications in the terms of this agreement shall be typewritten or handwritten in the margin below and initialed by both parties.



CLIENT or CLIENT'S REPRESENTATIVE

Date: 11-29-17

AGREEMENT ACCEPTED BY
BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.

Date: _____

AGENDA

DEC - 4 2017

November 30, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen *zm*
Deputy Administrator

SUBJECT: Selection of Architects

As requested by the Commission at its last meeting, County Administrator Donnie Mims, General Services Director Lamar Allen, and I have considered various architects for the proposed construction projects. The attached schedule of projects has been updated to include our suggested architectural firms (in red in the far right column.) We would like to discuss the recommendations at the meeting on Monday.

Construction Projects and Asset Purchases**In Progress/Committed**

Vehicle Maintenance Shop	1,600,000	BR
Annex II-Retaining Wall repair (in progress)	175,000	GMC
Perry Street Parking Deck Repair (57.8%-42.2% County-City split)	750,000	GMC

Immediate/Critical

New Jail		
Replace 63 showers (replacement of one shower as test in progress)	1,000,000	GMC
Old Jail		
Strip, clean and prep all existing paint and paint with appropriate epoxy paint;		
Polish existing concrete floors and replace rusted door frames;		
Renovate kitchen	4,000,000	PH&J
Annex II-Weatherization, replacement of windows and storefront, interior paint and carpet, roof repair	1,000,000	GMC
Greil Building-weatherization	400,000	BDS
CareHere-weatherization, handicap restroom	120,000	BDS
350 Adams Avenue-roof, interior and exterior paint, carpet, bathroom	175,000	BDS
Annex III-weatherization, parking deck separation, water membrane	700,000	GMC
Carnegie-Up-grade all existing sump-pumps at basement entrance areaways, install new sump-pumps at all basement window wells, install generator to support sump-pumps at building during power outage and isolate building from existing underground City's storm water system	100,000	BDS

Neglected Repair and Maintenance

Courthouse-update interiors (paint, carpet, lighting); relocate jury assembly to basement; reconfigure existing space for conference and meeting rooms for witnesses, mediation, etc.; add weather vestibule; upgrade elevators	9,100,000	BDS
Scott Street Parking Deck-upgrade elevators, membrane, paint	1,255,000	GMC

Other

Annex I-replace remaining mechanical, electrical (critical for IT), plumbing, lighting as has been done throughout the rest of Annex I; renovate south end of 2 nd floor for IT and Engineering; update security lobby; upgrade elevators; upgrade interior finishes in cafeteria	4,316,000	PH&J
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Optional

Carnegie Building-interior repairs and renovations; upgrade elevators; renovate bathrooms	1,200,000
Herron Street-repair retaining wall, replace HVAC, update interior finishes, Replace roof	250,000

Future Projects

Old Selma Road Park	2,000,000	GMC
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BR-Barry Robinson

GMC-Goodwyn Mills Cawood

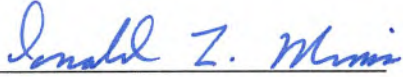
PH&J-PH&J

BDS-Barganier Davis Sims

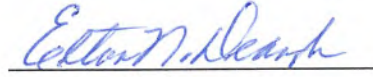
29-2

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, December 18, 2017, at 5:00 in the afternoon.



Administrator



Chairman