

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

DECEMBER 17, 2018

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:09 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 DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission on scheduled attendees and items on the agenda.

Chairman Dean asked his fellow Commissioners to support a two-year Agreement with County Attorneys Tyrone C. Means and Thomas T. Gallion, III for legal services. Commissioner Harris discussed proposed guidelines regarding the billing of services by the County Attorneys and requested that the guidelines be adopted with a two-year Agreement. Commissioner Sankey stated that he would like to have more time to review the guidelines. After discussion, the Commission agreed to table this item and place on the next agenda a two-year Agreement with the County Attorneys and related policy regarding billing, expenses and principles guiding bill preparation and submission.

DISCUSSION BY THE COMMISSION

Chairman Dean, Commissioner Harris, Commissioner Sankey and Commissioner Singleton requested to add additional items to the miscellaneous appropriations accounts that were on the agenda. The Commission agreed.

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

Grant Manager Leslie York with Central Alabama Regional Planning and Development Commission briefed the Commission regarding a Housing Rehabilitation Policy Statement and Procedures and related Resolution concerning the Housing Rehabilitation Program for Eastwood Villa Community – Phase 2 CDBG Project No. CY-CM-RR-18-017. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF DEPUTY DISTRICT ATTORNEY LLORIA JAMES

Chief Deputy District Attorney Lloria James briefed the Commission regarding Budget Change Request Number 5 from Fund Balance in the amount of \$100,000 to Helping Montgomery Families Initiative for program expenses. After discussion, the Commission agreed to place this item on the next agenda.

Attorney James briefed the Commission regarding District Attorney Daryl Bailey's request for a two-step Irregular Pay Increase for Legal Support Assistant Dawn Rambo with the District Attorney's Office. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci requested that the Commission consider approval to hire an IT Technician/Network Infrastructure at Step 3, Pay Grade A07 (\$43,533), which was on the agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake discussed an ALDOT funding agreement for resurfacing Cloverfield Road from the Lowndes County line to US 31. He advised the Commission that bids were opened for the Cloverfield/Federal Road resurfacing project at the December 7, 2018, ALDOT letting, and that the low bidder was Asphalt Contractors, Inc. at \$493,848.50. He stated that construction should begin around February or March 2019.

Also, Mr. Speake mentioned the Lower Wetumpka/Anderson Road resurfacing project is scheduled for the January 2019 letting, Hyundai Boulevard for the February 2019 letting, and Alabama River Parkway for the March 2019 letting.

PRESENTATION BY CHIEF PROBATE CLERK WILLIAM FLOWERS

Chief Probate Clerk William Flowers informed the Commission that Assistant Chief Probate Clerk Malcolm Richards will be resigning in January 2019 and requested the temporary appointment of County Licensing Inspector Jamyla Philyaw to Assistant Chief Probate Clerk for a period of no longer than ninety (90) days or until the position is permanently filled. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mr. Flowers also requested that the Commission approve a Position Fill Request for the Assistant Chief Probate Clerk. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen presented Amendment Number 1 to the Integrated Behavioral Healthcare Services Agreement with American Behavioral Benefits Managers, LLC. Finance Director Sherrill Thomas stated that she spoke with Anthony Reynolds with American Behavioral Benefits Managers, LLC, and he indicated that there was no action required by the Commission at this time.

PRESENTATION BY PRESIDING CIRCUIT JUDGE JOHNNY HARDWICK FIFTEENTH JUDICIAL CIRCUIT

Presiding Circuit Judge Johnny Hardwick Fifteenth Judicial Circuit requested partial funding for a part-time retired Judge to assist in hearing cases brought before the Juvenile Division of the Family Court. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$15,000 on the next agenda.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding Board Member appointments to the Montgomery County Community Punishment & Corrections Authority. Commissioner Singleton stated that Perry Hooper, Jr., would like to be reappointed to the board and that Mr. Hooper would be more active on the board. Commissioner Harris stated that Larry Spencer is moving and could not serve another term.

Deputy Administrator Cauthen briefed the Commission regarding a Board Member appointment to the Montgomery County Parks and Recreation Board. Vice Chairman Walker recommended that the Commission discuss this item at the next meeting. The Commission agreed.

Deputy Administrator Cauthen presented a letter from Chairwoman Tammy Knight-Fleming with the Montgomery Airport Authority requesting \$90,000 for one-third of the Preliminary Engineering Design and Environmental Assessment cost for a runway extension project. Chairman Dean stated that he would like to fund the project. Commissioner Harris stated that he would like to have a Memorandum of Understanding that states there would be seven board members and the County will have three appointments. After discussion, Commissioner Harris requested that County Attorney Means draft a Memorandum of Understanding documenting the Commission's proposed restructuring of the Authority Board.

Deputy Administrator Cauthen presented a letter from Campaign Chair Edward F. Crowell with River Region United Way requesting \$30,000 for the 2018 United Way Campaign. The Commission stated that they would appropriate \$5,000 and would consider matching the 2017 employee contribution since the 2018 employee participation is low. They agreed to discuss this issue further at the end of the 2018 campaign.

Deputy Administrator Cauthen presented a letter from Director of Development Pamela Swan with the Alabama Dance Theatre requesting \$15,000 for the Outreach Programs. After

discussion, the Commission agreed to place this item on a January 2019 agenda in the amount of \$15,000 from the Joint Designated Revenue Account.

Deputy Administrator Cauthen presented a Schedule of Upcoming Bids/Contract Renewals for December 2018.

Deputy Administrator Cauthen presented the Service of Process Fee (Sheriff Process Fee) Collection Report for December 2018.

Deputy Administrator Cauthen presented the Revenue Reports for November 2018 from Tax and Audit Department.

Deputy Administrator Cauthen presented the Population Report for November 2018 for the Mac Sim Butler Detention Facility.

Deputy Administrator Cauthen presented the Census and Fiscal Report for November 2018 for Community Corrections.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk reviewed the calendar of upcoming events with the Commissioners. She requested that each Commissioner select the location for the On the Road Meetings in order to allow the meetings to be publicized. Vice Chairman Walker stated that her meeting will be at Dalraida Church of Christ on Atlanta Highway with the Information Session beginning at 4:00 p.m. and the Formal Session beginning at 5:30 p.m.

Commissioner Singleton stated that his meeting will be at the Montgomery County Activity Center.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen reminded the Commission of a meeting with ACCA Executive Director Sonny Brasfield immediately following the Formal Session.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Commissioner Sankey

The Pledge of Allegiance was led by Commissioner Singleton

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

COMMENTS BY ATTENDEES

Mr. William Levi Gailliard, Director of American Association for Children, said good morning to everyone and passed out to the Commissioners a copy of a letter from Mr. Brandon Howard, Band Director of Jefferson Davis High School. Mr. Howard's letter described the school's involvement in the Think Big Movement and his belief that the Think Big Program will make a positive impact on the lives of students as well as others in the community. The letter stated that the band will perform the Think Big Song during the Martin Luther King Birthday Celebration in January.

PRESENTATION BY CHAIRMAN DEAN, SHERIFF DERRICK CUNNINGHAM AND COLONEL JOHN BRIGGS

Colonel Briggs introduced the Shinkle family and welcomed them to the Commission Meeting. He then described an ATV accident involving the Shinkles' ten-year-old son, Hayden, and the life-saving response by Deputy Charles McGlown. On June 12, 2018, Deputy McGlown responded to a 911 call and found Hayden trapped under the Polaris, which weighed approximately 1,636 pounds. Deputy McGlown lifted the Polaris and freed Hayden. Deputy McGlown's quick thinking and great physical ability helped save the life of Hayden Shinkle.

Chairman Dean and Sheriff Cunningham presented Deputy Charles McGlown with the 2019 Deputy of the Year Award in recognition of his life-saving response.

Dr. Aaron Shinkle expressed his great appreciation to Deputy McGlown for helping to save his son's life. He said he didn't understand how a person could lift an ATV by himself, but after he saw Deputy McGlown, he understood how he did it. Dr. Shinkle said they are very fortunate that Deputy McGlown arrived on the scene when he did.

APPROVAL OF MINUTES

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of December 3, 2018. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

CONSENT AGENDA

Deputy Administrator Florence Cauthen presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Singleton made a motion to approve the Accounts Payable and Payroll Checks, as presented by Deputy Administrator Cauthen. 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.)

PUBLIC HEARING

PUBLIC HEARING REGARDING LAND AND WATER CONSERVATION FUND (LWCF) GRANT

Chairman Dean opened the Public Hearing and asked if anyone in the audience wanted to speak regarding the Land and Water Conservation Fund (LWCF) Grant. Grant Manager Leslie York with Central Alabama Regional Planning and Development Council said good morning to everyone. She stated that CARPDC assists the County Commission in pursuing different grant opportunities available to the community. Ms. York explained the Water Conservation Fund Grant is for recreational programs offered by the National Parks Service and funded through the State. She stated that the process is very competitive. Ms. York said they would talk with the Commission about different ideas they might want to pursue in using the grant. She asked everyone to sign the attendance roster that must be turned in along with the grant application. Ms. York explained the maximum amount of the grant and that it is a match grant. She stated the county has proposed \$100,000 for improvement at the Montgomery County Activity Center. She also said any letters of support for the grant application would be greatly appreciated. She referred inquiries to Deputy Administrator Florence Cauthen. There were no further comments or questions. Chairman Dean then declared the Public Hearing Closed

NEW BUSINESS:

COUNTY COMMISSION – ADOPTED RESOLUTION REGARDING THE LAND AND WATER CONSERVATION FUND (LWCF) GRANT

Commissioner Singleton made a motion to adopt the Resolution regarding the Land and Water Conservation Fund (LWCF) Grant. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Resolution, Agenda Pages 1-1 and 1-2, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 6ADM FOR THE MONTGOMERY COUNTY SHERIFF'S OFFICE (FY2016 - \$25,000)

Commissioner Harris made a motion to approve the Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 6ADM for the Montgomery County Sheriff's Office (FY2016 - \$25,000). The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Agreement, Agenda Pages 2-1 through 2-12, is attached to these Minutes.)

MONTGOMERY COUNTY COMMUNITY PUNISHMENT & CORRECTIONS
AUTHORITY – APPROVED BOARD MEMBER APPOINTMENTS

Commissioner Harris made a motion to approve Board Member Appointments of Robert E. L. (Bobo) Gilpin, Frank Brown, and James E. Williams as Board Members of the Montgomery County Community Punishment & Corrections Authority with terms expiring December 1, 2021. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Board Members' Appointment Page, Agenda Pages 3-1 and 3-2, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED GROUP LIFE INSURANCE AND AD&D
COVERAGE SECURED THROUGH JOHN DOROUGH (HARMON DENNIS BRADSHAW,
INC.) WITH LINCOLN AT A RATE OF \$.150 / \$1000 OF COVERAGE WITH A THREE (3)
YEAR RATE GUARANTEE

Vice Chairman Walker made a motion to approve the Group Life Insurance and AD&D Coverage Secured through John Dorough (Harmon Dennis Bradshaw, Inc.) with Lincoln at a rate of \$.150 / \$1000 of Coverage with a Three (3) Year Rate Guarantee. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Quotes and Email, Agenda Pages 4-1 through 4-3, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED AMENDMENT OF GROUP HEALTHCARE
SUMMARY PLAN DESCRIPTION FOR THE EMPLOYEES OF MONTGOMERY COUNTY
COMMISSION

Vice Chairman Walker made a motion to approve Amendment of Group Healthcare Summary Plan Description for the Employees of Montgomery County Commission. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Letter and Support Documents, Agenda Pages 5-1 through 5-8, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AGREEMENT WITH THE ALABAMA
DEPARTMENT OF TRANSPORTATION REGARDING RESURFACING
CLOVERFIELD/FEDERAL ROAD FROM LOWNDES COUNTY LINE TO US-31,
PROJECT# STPAA-5117(252); MCP 51-82-17; CPMS REF. # 100067616 AND RELATED
RESOLUTION

Commissioner Singleton made a motion to approve the Agreement with the Alabama Department of Transportation regarding Resurfacing Cloverfield/Federal Road from Lowndes County Line to US-31, Project# STPAA-5117(252); MCP 51-82-17; CPMS Ref. # 100067616 and Related Resolution. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum, Agreement, Resolution and Support Documents, Agenda Pages 6-1 through 6-20, are attached to these Minutes.)

YOUTH FACILITY – APPROVED AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE ALABAMA OFFICE OF COURTS TO REDEFINE THE DUTIES OF THE JUVENILE COURT REFEREE

Commissioner Harris made a motion to approve the Amendment to the Memorandum of Understanding (MOU) with the Alabama Office of Courts to redefine the duties of the Juvenile Court Referee. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Letter and Memorandum Of Understanding, Agenda Pages 7-1 through 7-3, are attached to these Minutes.)

COUNTY COMMISSION – NO ACTION TAKEN ON AGREEMENT WITH COUNTY ATTORNEYS TYRONE C. MEANS AND THOMAS T. GALLION, III FOR LEGAL SERVICES FOR THE ONE-YEAR PERIOD MARCH 7, 2019 – MARCH 6, 2020

No Action was taken on the Agreement with County Attorneys Tyrone C. Means and Thomas T. Gallion, III for Legal Services for the One-Year Period March 7, 2019 – March 6, 2020. (Copies of Memoranda, Agreements, Email and Resolution, Agenda Pages 8-1 through 8-7, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED FUNDING TO THE MONTGOMERY WATER WORKS & SANITARY SEWER BOARD IN THE AMOUNT OF \$27,360 FOR MAINTENANCE OF FIRE HYDRANTS AND FIREFIGHTING ACTIVITIES IN THE COUNTY OUTSIDE THE PIKE ROAD TOWN LIMITS

Vice Chairman Walker made a motion to approve the Funding to the Montgomery Water Works & Sanitary Sewer Board in the Amount of \$27,360 for Maintenance of Fire Hydrants and Firefighting Activities in the County outside the Pike Road Town Limits. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Letter, Agenda Pages 9-1 and 9-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Deputy Administrator Cauthen requested approval of the miscellaneous appropriations to Agencies included in the December 17, 2018 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests and his fellow Commissioners concurred.

Commissioner Singleton 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 Updated Spreadsheet, Agenda Page 10-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

Deputy Administrator Cauthen requested approval of the miscellaneous appropriations to Education included in the December 17, 2018 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests and his fellow Commissioners concurred.

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 11-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Deputy Administrator Cauthen requested approval of the miscellaneous appropriations from Designated Revenue included in the December 17, 2018 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests and his fellow Commissioners concurred.

Commissioner Harris made a motion to approve the Miscellaneous Appropriations From Designated Revenue. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 12-1, is attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED BID AWARD TO TROY CABLEVISION, INC., FOR PRIVATE DATA NETWORK, BID NUMBER 51965-19B-006

Commissioner Harris made a motion to approve the Bid Award to Troy Cablevision, Inc., for Private Data Network, Bid Number 51965-19B-006. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Bids, Agenda Pages 13-1 through 13-3, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED BID AWARD TO FALLS FACILITY SERVICES, INC., FOR JANITORIAL SERVICES, BID NUMBER 51901-19B-007

Vice Chairman Walker made a motion to approve the Bid Award to Falls Facility Services, Inc., for Janitorial Services, Bid Number 51901-19B-007. The motion was seconded by Commissioner Singleton. Vice Chairman Walker, Commissioner Singleton and Commissioner Sankey voted in favor of the motion. Chairman Dean and Commissioner Harris voted in opposition, and the motion carried. (Copies of Memorandum and Bids, Agenda Pages 14-1 through 14-3, are attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Commissioner Singleton made a motion to approve Budget Change Request Number 1, District Attorney's Office. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 15-1, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Commissioner Singleton made a motion to approve Budget Change Request Number 1, Probate Judge's Office. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 16-1, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED BUDGET CHANGE REQUEST NUMBER 2

Commissioner Harris made a motion to approve Budget Change Request Number 2, Sheriff's Office. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 17-1, is attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED TO HIRE AN IT TECHNICIAN/NETWORK INFRASTRUCTURE AT STEP 3, PAY GRADE A07 (\$43,533)

Commissioner Singleton made motion to approve to Hire an IT Technician/Network Infrastructure at Step 3, Pay Grade A07 (\$43,533). The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 18-1, is attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED POSITION FILL REQUEST (1)

1. Community Corrections Officer, Position Number 300359005

Commissioner Harris made a motion to approve the Position Fill Request. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 19-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (4)

1. Corrections Officer Trainee, Position Number 500419010
2. Corrections Officer Trainee, Position Number 500419078
3. Corrections Officer Trainee, Position Number 500419179
4. Corrections Officer Corporal, Position Number 500425009

Vice Chairman Walker made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 20-1 through 20-4, are attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – APPROVED POSITION FILL REQUEST (1)

1. Receptionist / Secretary, Position Number 400016001

Commissioner Singleton made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 21-1, is attached to these Minutes.)

YOUTH FACILITY – APPROVED POSITION FILL REQUEST (1)

1. Juvenile Probation Officer, Position Number 900304053

Vice Chairman Walker made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 22-1, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (12)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|----------------------------------|--------------------------------------|
| 1. Revenue Commissioner's Office | Request Number 1 |
| 2. Sheriff's Office | Request Numbers 9, 10, 11, 12 and 13 |
| 3. Youth Facility | Request Numbers 1, 2, 3 and 4 |
| 4. Engineering Department | Request Number 6 |
| 5. Appraisal Department | Request Number 2 |

Vice Chairman Walker made a motion to approve the Travel/Training Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of the Travel/Training Requests, Agenda Pages 23-1 through 23-12, are attached to these Minutes.)

WAIVE RULES

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

PROBATE JUDGE'S OFFICE – APPROVED POSITION FILL REQUEST, ASSISTANT CHIEF CLERK, POSITION NUMBER 7500128031

Commissioner Harris made a motion to approve the Position Fill Request, Assistant Chief Clerk, Position Number 7500128031. The motion was seconded by Commissioner Singleton and

unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 24-1, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED TEMPORARY APPOINTMENT OF JAYMYLA PHILYAW TO THE POSITION OF ASSISTANT CHIEF CLERK FOR A PERIOD OF NO LONGER THAN 90 DAYS OR UNTIL THE POSITION IS PERMANENTLY FILLED

Commissioner Harris made a motion to approve the Temporary Appointment of Jaymyla Philyaw to the position of Assistant Chief Clerk for a period of no longer than 90 days or until the position is permanently filled. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 25-1, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS

County Engineer George Speake said good morning and thanked the Commission for a great year and wished everyone a Merry Christmas and a Happy New Year.

Commissioner Singleton said that during the Christmas season a lot of people deal with stress. He said one of the best ways to deal with stress is to eliminate clutter in your life. He encouraged everyone to not look for a blessing but to be a blessing. Commissioner Singleton suggested that we look for someone, maybe a grandmother or single mother, who is shopping, and be a blessing to them by paying for their purchase. He said to tell them to take the money they just saved and spend it on themselves and wish them a Merry Christmas. Commissioner Singleton also asked everyone to keep Administrator Donnie Mims and his wife in prayer.

Commissioner Sankey said good morning to everyone and wished everyone a Merry Christmas. He said that during the weekend he purchased a bicycle for a young person and said that is what the spirit of Christmas is all about. Commissioner Sankey also said that he visited Floyd Elementary School and made a statement in a classroom about Santa Claus. He said one young girl said there is no Santa Claus. Commissioner Sankey said he hoped he had not violated some of the little girl's teaching at home by mentioning Santa Claus. He said we will have to be careful of what we say and not offend anyone's religious beliefs.

Vice Chairman Walker said the 5th Annual Camellia Bowl game was held on Saturday and encouraged everyone to attend next year if possible. She said the game is always exciting and that the City, ESPN and all who are involved do a great job. She gave kudos to Sheriff Derrick Cunningham and the Sheriff's Office for showing such great hospitality during the game. Vice Chairman Walker said the game is a big deal to the coaches, players and fans.

Chairman Dean said good morning and wished everyone a Merry Christmas, especially his fellow Commissioners. He stated that the contract extension for the Camellia Bowl is for six years. Chairman Dean said he was proud to work with such a great group of Commissioners because they care about Montgomery County and its employees. He also said he enjoyed the Employee's Christmas Luncheon. Chairman Dean said the retirees were not able to attend the

Christmas Luncheon this year because of issues with the Examiners, but he hopes that can be changed next year. Again, he wished everyone a Merry Christmas and a Happy New Year. He also commended Sheriff Derrick Cunningham and his staff for the great work that they do.

Commissioner Harris said that the main reason for this season is for giving and that God gave us the greatest gift that has ever be given, his Son Jesus. Commissioner Harris also encouraged everyone to be a blessing to someone else. He thanked everyone for all that they do throughout the year and wished everyone a blessed Christmas and a wonderful New Year.

ADJOURNMENT

Commissioner Harris made a motion to adjourn the meeting of the Montgomery County Commission on December 17, 2018, at 10:09 a.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

12-17-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-30-18

Check Number	To	Check Number
283326		283365
Total Checks Paid		\$648,157.80

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

EFT's included in amount

12-17-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-30-18

Check Number	To	Check Number
283366		283437
Total Checks Paid		\$472,319.50

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

EFT's included in amount

12-17-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-7-18

Check Number	To	Check Number
283438		283488
Total Checks Paid		\$145,931.78

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

EFT's included in amount

12-17-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-7-18

Check Number	To	Check Number
283489		283594
Total Checks Paid		\$290,897.16

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
12/7/18

Payroll Check Number	131269	To	Payroll Check Number	131332	\$	44,536.60
Direct Deposits					\$	895,399.62
Payroll Check Number	131333	To	Payroll Check Number	131353	\$	262,685.37
Direct Deposits					\$	403,834.05
Federal Deposits					\$	308,341.25
Total Payroll Paid					\$	1,914,796.89

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

PUBLIC HEARING NOTICE MONTGOMERY COUNTY COMMISSION

Land and Water Conservation Fund (LWCF) Act of 1965 (Public Law 88-578), requires that citizens be afforded the opportunity to express their views concerning the recreational needs of their community. To provide a forum for discussion, an open meeting is being held on December 17, 2018, at 9:30 AM in the Commissioners' Court on the first floor of the Montgomery County Administration Building, Courthouse Annex III located at 101 South Lawrence Street, Montgomery, AL 36104. The purpose of this public hearing is to discuss the recreational needs of rural Montgomery County residents and possible construction of park improvements at the Montgomery County Activity Center in Grady, AL. Consideration of submission of a grant application requesting funds through the LWCF program from the Alabama Department of Economic and Community Affairs (ADECA) will be discussed.

Anyone wishing to make suggestions and recommendations regarding the recreational needs of the County is invited to voice their opinion to support or oppose recommendations at this meeting or submit written comments to the Montgomery County Commission at the above address or call (334) 358-6700.

Any person with a disability or communication impairment should contact the County at (334) 832-1210 if special accommodations are needed. The County Commission will attempt to accommodate all reasonable requests.

Elton N. Dean, Sr., Chairman

DEC 17 2018



Central Alabama Regional Planning and Development Commission

Jiles Williams, Jr.
Chair

Greg Clark
Executive Director

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

MEMORANDUM

DATE: December 11, 2018

TO: Montgomery County Commission
Donnie Mims, County Administration

FROM: Greg Clark, CARPDC Executive Director

RE: ADECA Land and Water Conservation Fund (LWCF) Grant Application
Montgomery County Activity Center

A potential LWCF grant application for the Montgomery County Activity Center (MCAC) was discussed at the Commission Work Session on December 4. The LWCF provides up to \$350,000 towards a recreational project with an equal or great match by the local government (50/50 grant/cash or in-kind match program).

The deadline for applications is Friday, December 21, 2018 noon. A resolution for matching funds is required. The resolution will need formal approval at the December 17 commission meeting.

The details of the grant request are as follows:

A \$100,000 grant application request will be submitted towards the development of a playground, picnic pavilion, grills and tables at the MCAC. A fifty percent (50%) cash or in-kind match is required from the Montgomery County Commission, which is \$50,000 accordingly.

I appreciate your attention to this matter.

430 SOUTH COURT • MONTGOMERY, ALABAMA 36104
TELEPHONE (334) 262-4300 • FAX (334) 262-6976

RESOLUTION NO. _____

WHEREAS, the Montgomery County Commission proposes to develop recreational resources at the Montgomery County Activity Center (MCAC) to provide for the health and well being of the general public; and

WHEREAS, the Montgomery County Commission intends to submit an application to the Alabama Department of Economic and Community Affairs (ADECA) Land and Water Conservation Fund (LWCF) program for grant assistance to develop and construct outdoor recreation improvements at the MCAC site; and

WHEREAS, said LWCF program is limited to funding a maximum of 50% (\$50,000) of the cost of improvements anticipated to total \$100,000.

NOW THEREFORE BE IT RESOLVED by the Montgomery County Commission as follows:

SECTION 1. That the Montgomery County Commission hereby authorizes submission of an FY 2018 LWCF application to ADECA requesting funding assistance in the amount of \$50,000 to develop and construct outdoor recreation improvements.

SECTION 2. That, based on the estimated total project cost of \$100,000, the Montgomery County Commission commits \$50,000, or 50% of the total cost of construction, for the purpose of matching the LWCF assistance request to make the project whole.

SECTION 3. That the Montgomery County Commission is dedicated to constructing recreational facilities at the identified location and will provide appropriate funding.

SECTION 4. That in the event a grant is awarded, the Montgomery County Commission understands that it will sign assurances to comply with all applicable Federal and State laws, rules and regulations.

SECTION 5. That Elton N. Dean, Sr., in his capacity as Chairman of the Montgomery County Commission, is hereby authorized and directed to submit said application on behalf of the County and take other such actions as necessary to obtain the requested financial assistance.

PASSED, ADOPTED AND APPROVED this the 17th day of December, 2018.

ATTEST:

Elton N. Dean, Sr.
Chairman

Donald L. Mims
County Administrator

DEC 17 2018

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

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2016	4. Amount of: Federal: \$25,000.00 Total: \$25,000.00	5. Effective Dates Begin: 12/1/2018 End: 6/1/2019	6. Award Number: 6ADM

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub-Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2016 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

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

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

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

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

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

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

14. Property Management Requirements:

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

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

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

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

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

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

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

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

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

**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 TERMS AND CONDITIONS

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

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

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: 11.29.18

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name: Elton N. Dean, Sr.

Title: Chairman

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

Phone Number: 334.832.1210

Signature:

Date:

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

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

Name:

Title, Agency, Agency Address, Phone Number:

Signature:

Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Hal Taylor

Title: Secretary, Alabama Law Enforcement Agency

Signature: 

Date:

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.

Initial Here DC 2-11

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:

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

AGENDA

DEC 17 2018

December 13, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery County Community Punishment & Corrections Authority Board
Appointments

The Montgomery County Commission, at its meeting on December 3, 2018, agreed to place on the next agenda the reappointments of Robert E. L. (Bobo) Gilpin, Frank Brown, and James E. Williams as Board Members of the Montgomery County Community Punishment & Corrections Authority, for terms expiring December 1, 2021.

I am requesting that the Commission approve these appointments.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

Montgomery County Community Punishment & Corrections Authority

Members:**Term Expires:**

Robert E. L. (Bobo) Gilpin
Kaufman Gilpin McKenzie Thomas Weiss, PC
P.O. Drawer 4540
Montgomery, Alabama 36103-4540
Direct Dial: 334-409-2236
Email: rgilpin@kgmlegal.com

12/1/2018

Carolyn Millender
3552 Dee Drive
Montgomery, AL 36116
carmil1908@knology.net
Home: 281-2108 Cell: 313-1653

12/1/2019

Daniel Harris
3857 Colline Drive
Montgomery, AL 36106
Home: (334) 239-7351

12/1/2019



Frank Brown, Chairman
PO Box 6101
Montgomery, AL 36106-6101
Cell: 224-2281 Work: 353-4609

12/1/2018



James E. Williams
P.O. Drawer 5130
Montgomery, AL 36103
Home: 834-4746 Work: 263-6621

12/1/2018



Perry O. Hooper, Jr.
4525 Executive Park Drive, Suite #202
Montgomery, AL 36116
Work: 334-409-3119
Cell: 334-391-0554
perryo@paolmarins.com

12/1/2018



Larry Edward Spencer
6414 Philadelphia Hill
Montgomery, AL 36117
Phone: 270-5538
lspencer@alasu.edu

12/1/2018

District Attorney Daryl Bailey
Work: 832-2550

12/1/2022

Sheriff Derrick Cunningham
Work: 832-2593

12/1/2022

Sheriff
District Attorney
All others

4 year term
6 year term
3 year term

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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

AGENDA

DEC 17 2018

December 13, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Group Life Insurance and AD&D Coverage

The Montgomery County Commission, at its meeting on December 3, 2018, agreed to place on the next agenda the Group Life Insurance and AD&D Coverage Secured through John Dorough (Harmon Dennis Bradshaw, Inc.) with Lincoln at a rate of \$.150 / \$1000 of coverage with a three (3) year rate guarantee.

I am requesting approval of this item.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

Montgomery County Commission										
Insurance Carrier Quote List and Responses*										
For Renewal 1-1-2019										
		Group Life	Group AD&D	Combined Rate	Current Volume	Monthly Premium	Annualized Premium	Annual Increase Over Current	NOTES	
	The Standard (current)	\$0.100	\$0.015	\$0.115	\$32,499,500	\$3,737.44	\$44,849.31			
	The Standard (renewal rate)	\$0.140	\$0.015	\$0.155	\$32,499,500	\$5,037.42	\$60,449.07	\$15,599.76	2 Year Rate Guarantee	
1	Reliance Standard	Not Competitive, DTQ								
2	MetLife	\$0.158	\$0.037	\$0.195	\$32,499,500	\$6,337.40	\$76,048.83	\$31,199.52	2 Year Rate Guarantee	
3	Prudential	Not Competitive, DTQ								
4	Unum	Not Competitive, DTQ								
5	Guardian	Not Competitive, DTQ								
6	The Hartford	Not Competitive, DTQ								
7	CIGNA	\$0.145	\$0.020	\$0.165	\$32,499,500	\$5,362.42	\$64,349.01	\$19,499.70	3 Year Rate Guarantee	
8	Mutual Of Omaha	Not Competitive, DTQ								
9	Lincoln	\$0.129	\$0.015	\$0.144	\$32,499,500	\$4,679.928	\$56,159.14	\$11,309.826	2 Year Rate Guarantee	
9a	Lincoln	\$0.135	\$0.015	\$0.150	\$32,499,500	\$4,874.925	\$58,499.10	\$13,649.790	3 Year Rate Guarantee	
10	Principal	No Response								
11	SunLife	\$0.155	\$0.015	\$0.170	\$32,499,500	\$5,524.92	\$66,298.98	\$21,449.67	2 Year Rate Guarantee	

*All carriers quoted net of commission/fee

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Tammy Nix

From: John Dorough <jdorough@hdbinsurance.com>
Sent: Thursday, November 29, 2018 2:56 PM
To: Donald Mims
Cc: Tammy Nix; Melody Singleton; Danny Cox
Subject: Montgomery County Commission - Group Life renewal options - FINAL
Attachments: MCC FINAL Carrier Quote Compilation_REVISED_11_28_2018.xlsx

Donnie,

Attached please find the final options from each carrier for the 1-1-2019 Group Life insurance renewal.

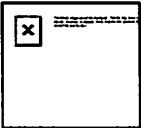
My recommendation to the County Commission would be to move the coverage to Lincoln as the new provider effective 1-1-2019. I would also recommend the 3 year rate guarantee pricing as well. I have had success in the past going to insurance carriers half way through a rate guarantee period and negotiating a rate extension. This is easier to do if we have a 3 year rate guarantee runway in case we have claims early there would be time in the second and third year for things to run better which would give me more of a leg to stand on to negotiate an extension.

I will be ready for the call Monday but will need to know what time and what number to call in to as I will be in Rhode Island.

Thanks again for this opportunity.

Feel free to call me with any thoughts or questions.

Sincerely,



John W. Dorough, III, GBDS

Manager, Individual and Employee Benefits Department

Harmon Dennis Bradshaw

7115 Halcyon Summit Drive, Montgomery, AL 36117

PO Box 241667, Montgomery, AL 36124

☎ Office Number 334.273.7277 | ☎ Cell 334.324.0325 | ☎ Fax 334.273.1009 | ✉ mailto: jdorough@hdbinsurance.com

www.hdbinsurance.com





**BlueCross BlueShield
of Alabama**

AGENDA

DEC 17 2018

October 15, 2018

Mr. Donnie Mims
Montgomery County Commission
101 South Lawrence St
Montgomery, Alabama 36104-4268

Re: Group Number(s) 97913/001
Effective Date of Change: 01/01/2018

Dear Mr. Mims:

Thank you for making Blue Cross and Blue Shield of Alabama your choice for plan benefits for your employees and their dependents.

Enclosed please find an insert for your benefit booklet that includes RENEWAL/REQUESTED changes. Upon finalization this insert should be added to your benefit booklet dated January 1, 2016.

We remind you that you are the "plan administrator" and "plan sponsor" under ERISA or other applicable law, and/or the terms of your plan. Among other things, this imposes upon your group the sole legal responsibility to (i) prepare the benefit booklet, (ii) determine whether the benefit booklet distributed to plan participants satisfies ERISA's definition of Summary Plan Description (SPD) or other applicable legal requirements, (iii) ascertain that the booklet accurately and fully describes the benefits that you intend for us to provide or administer, and (iv), distribute the booklet in a timely fashion and appropriate manner to plan participants. Nothing in our agreements with you and no actions taken by us are intended to delegate any of these responsibilities under the plan or applicable law to us.

Pending finalization of your insert (that is, a written direction from you to us telling us to publish the insert for you as written), we will administer the terms and benefits of your plan in accordance with the group enrollment agreement or application, the Administrative Services Agreement (ASA) or Financial Contract, the most recently approved benefit booklet and the enclosed draft insert, which we will treat as operative (by "operative," we mean that the insert and the booklet it amends will serve as the primary but not the sole instrument upon which we will base our administration of the plan, without regard to whether the insert is ever finalized or distributed to the plan's participants). If there is any conflict between any of the foregoing documents, we will resolve that conflict in a manner that best effectuates the intent of your group and us.

You should carefully review the insert. If the insert meets your approval, please sign this letter and either mail it to me in the enclosed envelope, or fax it to my attention at (205) 220-0397. If you have suggested changes to the document, please make them on the draft copy and mail or fax to me.

MTGY CO. COMMISSION
OCT 25 '18 PM 4:26

450 Riverchase Parkway East PO Box 995 Birmingham, AL 35298-0001
An Independent Licensee of the Blue Cross and Blue Shield Association

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Mr. Mims
(97913/001)
March 18, 2016
Page 2

Please call me at (205) 220-7049, or email me at Ashley.Mims@BCBSAL.ORG if you have any questions or concerns.

Sincerely,



Ashley Mims
Benefit Analyst
Benefits and Group Accounts

Enclosure

cc: Brent W. Cherry

FOR GROUP'S USE

☐ I have reviewed the enclosed insert, and wish to distribute it as written to the plan's participants in accordance with ERISA or other applicable law. I do not need you to print any additional copies of this insert at this time. I understand that, as a courtesy, you will publish copies of this insert on your website at www.AlabamaBlue.com where they can be accessed by me and the plan's participants.

☐ I have reviewed the enclosed insert, and wish to distribute them as written to the plan's participants. I instruct Blue Cross to print the insert as written and ship ____ [number of copies] printed copies to my group, in care of my attention.

By: _____

Title: _____

Date: _____

INSERT

Montgomery County Commission

97913/001

January 1, 2018

Attention: This insert amends the Group Healthcare Summary Plan Description for the employees of **Montgomery County Commission**
Effective **January 1, 2016**
(Print date on back cover **06/2016**)
Effective **January 1, 2018**, the following revisions are applicable:

The **Physician-Administered Drugs** sections of your benefit booklet are amended by replacing all instances with **Provider-Administered Drugs**.

The **Prime Therapeutics Specialty Pharmacy Network** sections of your benefit booklet are amended by replacing all instances with **Pharmacy Select Network**.

The **PrimeMail** sections of your benefit booklet are amended by replacing all instances with **Home Delivery Network**.

The **Preferred Health Reimbursement Arrangement (HRA)** section of your benefit booklet is deleted in its entirety.

The **Plan and Health Savings Accounts** section of your benefit booklet is deleted in its entirety.

COST SHARING

Out-of-Area Services

E. Blue Cross Blue Shield Global Core

If you are outside the United States (hereinafter "BlueCard service area"), you may be able to take advantage of Blue Cross Blue Shield Global Core when accessing covered healthcare services. Blue Cross Blue Shield Global Core is not served by a Host Blue.

If you need medical assistance services (including locating a doctor or hospital) outside the BlueCard service area, you should call the Blue Cross Blue Shield Global Core service center at 1-800-810-BLUE (2583) or call collect at 1-804-673-1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a physician appointment or hospitalization, if necessary.

- **Inpatient Services**

In most cases, if you contact the service center for assistance, hospitals will not require you to pay for covered inpatient services, except for your cost-share amounts. In such cases, the hospital will submit your claims to the service center to begin claims processing. However, if you paid in full at the time of service, you must submit a claim to receive reimbursement for covered healthcare services.

- **Outpatient Services**

Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require you to pay in full at the time of service. You must submit a claim to obtain

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reimbursement for covered healthcare services.

- **Submitting a Blue Cross Blue Shield Global Core Claim**

When you pay for covered healthcare services outside the BlueCard service area, you must submit a claim to obtain reimbursement. For institutional and professional claims, you should complete a Blue Cross Blue Shield Global Core claim form and send the claim form with the provider's itemized bill(s) to the service center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of your claim. The claim form is available from us, the service center or online at www.bcbsglobalcore.com. If you need assistance with your claim submission, you should call the service center at 1-800-810-BLUE (2583) or call collect at 1-804-673-1177, 24 hours a day, seven days a week.

HEALTH BENEFITS

Physician Benefits

Telephone and online video consultations program To enroll in the telephone and online video consultations program, go to Teladoc.com/Alabama or call 1-855-477-4549. General Medical: Telephone and online video consultations are available through Teladoc to diagnose, treat and prescribe medication (when necessary) for certain general medical issues (flu, allergies, sinus infection, sore throat, etc.) Telephone consultations are available 24 hours a day, 7 days a week. Online video consultations (where available) are offered 7 days a week, 7 a.m. to 9 p.m.	100% of the allowed amount, after a \$10 copayment per consultation	Not covered
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Physician Preventive Benefits

SERVICE OR SUPPLY	IN-NETWORK PLAN PAYS	OUT-OF-NETWORK PLAN PAYS
Routine preventive services and immunizations: See AlabamaBlue.com/preventiveservices and AlabamaBlue.com/SourceRxACAPPreventiveDrugList for a listing of the specific drugs, immunizations and preventive services or call our Customer Service Department for a paper copy of this listing Certain immunizations may also be obtained through the Pharmacy Vaccine Network. See AlabamaBlue.com/pharmacy for more information	100% of the allowed amount, no deductible or copayment	Not covered
Additional preventive services: • Urinalysis, limited to one per calendar year • Complete blood count (CBC), limited to one per calendar year • Cholesterol testing (cholesterol, HDL, LDL, VLDL, TRIG), limited to one each per calendar year • Blood glucose and A1C testing, limited to one each per calendar year	100% of the allowed amount, no deductible or copayment	Not covered

HEALTH BENEFIT EXCLUSIONS

R

The exclusion for **recreational** in paragraph R of the Health Benefit Exclusions section of your benefit booklet is deleted in its entirety and replaced with the following:

Services or expenses for **recreational** or educational therapy (except for plan-approved ABA Therapy, diabetic self-management programs, pulmonary rehabilitation programs or Phase 1 or 2 cardiac rehabilitation programs).

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GENERAL INFORMATION

No Assignment

As discussed in more detail in the Claims and Appeals section of this booklet, most providers are aware of our claim filing requirements and will file claims for you. If your provider does not file your claim for you, you should call our Customer Service Department and ask for a claim form. However, regardless of who files a claim for benefits under the plan, we will not honor an assignment by you of payment of your claim to anyone. What this means is that we will pay covered benefits to you or your in-network provider (as required by our contract with your in-network provider) – even if you have assigned payment of your claim to someone else. With out-of-network providers, we may choose whether to pay you or the provider. When we pay you or your provider, this completes our obligation to you under the plan. Upon your death or incompetence, or if you are a minor, we may pay your estate, your guardian or any relative we believe is due to be paid. This, too, completes our plan obligation to you.

NOTICE OF NONDISCRIMINATION

Blue Cross and Blue Shield of Alabama complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Blue Cross and Blue Shield of Alabama:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages

If you need these services, contact our 1557 Compliance Coordinator. If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in person or by mail, fax, or email at: Blue Cross and Blue Shield of Alabama, Compliance Office, 450 Riverchase Parkway East, Birmingham, Alabama 35244, Attn: 1557 Compliance Coordinator, 1-855-216-3144, 711 (TTY), 1-205-220-2984 (fax), 1557Grievance@bcbsal.org (email). If you need help filing a grievance, our 1557 Compliance Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Service, 200 Independence Avenue, SW, Room 509F, HHH Building, Washington, D.C. 20201, 1-800-368-1019, 1-800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

FOREIGN LANGUAGE ASSISTANCE

Spanish: ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-855-216-3144 (TTY: 711)

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Korean: 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-855-216-3144 (TTY: 711)번으로 전화해 주십시오.

Chinese: 注意: 如果您使用繁體中文, 您可以免費獲得語言援助服務。請致電 1-855-216-3144 (TTY: 711)

Vietnamese: CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-855-216-3144 (TTY: 711).

Arabic: انتباه: إذا كنت تتحدث العربية, توجد خدمات مساعدة فيما يتعلق باللغة, بدون تكلفة, متاحة لك. اتصل 1-855-216-3144 (الهاتف النصي: 711).

German: ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-855-216-3144 (TTY: 711).

French: ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-855-216-3144 (ATS: 711).

French Creole: ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-855-216-3144 (TTY: 711).

Gujarati: ધ્યાન આપો: જો તમે ગુજરાતી બોલતા હોય, તો ભાષા સહાયતા સેવા, તમારા માટે નિ:શુલ્ક ઉપલબ્ધ છે. 1-855-216-3144 પર કોલ કરો (TTY: 711).

Tagalog: PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-855-216-3144 (TTY: 711).

Hindi: ध्यान दें: अगर आपकी भाषा हिंदी है, तो आपके लिए भाषा सहायता सेवाएँ नि:शुल्क उपलब्ध हैं। 1-855-216-3144 (TTY: 711) पर कॉल करें।

Laotian: ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ແມ່ນມີຢູ່ອມໃຫ້ທ່ານ. ໂທ 1-855-216-3144 (TTY: 711).

Russian: ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-855-216-3144 (телетайп: 711).

Portuguese: ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-855-216-3144 (TTY: 711).

Polish: UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-855-216-3144 (TTY: 711).

Turkish: DİKKAT: Eğer Türkçe konuşuyor iseniz, dil yardımı hizmetlerinden ücretsiz olarak yararlanabilirsiniz. 1-855-216-3144 (TTY: 711) irtibat numaralarını arayın.

Italian: ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-855-216-3144 (TTY: 711).

DRAFT

Japanese: 注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-855-216-3144 (TTY: 711) まで、お電話にてご連絡ください。

DRAFT

ELTON N DEAN, SR.
Chairman

Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.

Isaiah Sankey

Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

November 20, 2018

AGENDA

DEC 17 2018

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake 11/20/2018

SUBJECT: Approval of Agreement for Resurfacing
Cloverfield/Federal Road from Lowndes County Line to US-31
Project# STPAA-5117(252), MCP 51-82-17, CPMS Ref. # 100067616

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for resurfacing Cloverfield/Federal Road from Lowndes County Line to US-31.

If approved, please have attached agreement executed and return to this office for further processing.

GCS/gcs

Attachment

cc; File

**CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
MONTGOMERY COUNTY COMMISSION
Montgomery County**

**Project No. STPAA-5117(252)
County Project No. MCP 51-82-17
CPMS Ref# 100067616**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Montgomery County Commission, Alabama, (FEIN 63-6001653) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurface and traffic stripe on CR-24 (Cloverfield/Federal Road) from Lowndes County line to AL-3 (US-31); Length-2.955 miles; Project# STPAA-5117(252), MCP 51-82-17; CPMS Ref# 100067616;

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The project will be limited to \$571,933.94 Federal funds unless the Montgomery Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Montgomery Area sufficient to pay 80% of the project cost. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Montgomery Area Dedicated)	\$ 571,933.94
County Funds	\$ 142,983.48

TOTAL (Incl CE&I & Indirect Cost)	\$ 714,917.42

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the COUNTY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

- B. The COUNTY will adjust and/or relocate all Utilities in conflict with the project improvements. Associated Utility costs will not be an eligible cost to the project.
- The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures.
- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant

approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost to the project.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 5%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost to the project.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost to the project.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The COUNTY shall not solicit bids until the entire bid package (plans,

specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner, and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

- F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.

The COUNTY will comply with all audit requirements set forth in the Federal Office of Management and Budget (OMB) circular A-128 or A-133 whichever is applicable.

- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the COUNTY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Montgomery County, Alabama

By: _____
Clerk (Signature)

By: _____
As Chairman (Signature)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Chairman

This agreement has been legally reviewed and approved as to form and content.

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

D.E. (Ed) Phillips, P.E.
State Local Transportation Engineer

Don T. Arkle, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS ____ DAY OF _____, 20 ____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

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

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Resurface and traffic stripe on CR-24 (Cloverfield/Federal Road) from Lowndes County line to AL-3 (US-31); Length-2.955 miles; Project# STPAA-5117(252), MCP 51-82-17; CPMS Ref# 100067616;

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting Clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the _____ day of _____, 20____, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

County Clerk

Chairman

_____ day of _____, 20_____, and that such resolution is of record in
the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this _____ day of _____, 20____.

County Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H
Page 4

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

Page 5

- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

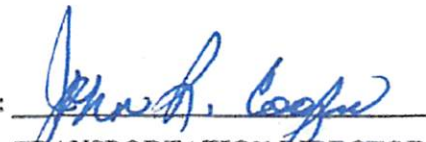
RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017

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
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

AGENDA

DEC 17 2018

December 13, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Amendment to Memorandum of Agreement with the Administrative Office of Courts

The Montgomery County Commission, at its meeting on December 3, 2018, agreed to place on the next agenda an Amendment to the Memorandum of Agreement with the Administrative Office of Courts to redefine the duties of the Juvenile Court Referee.

I am requesting that the Commission approve this Amendment.

DLM/tn

Attachment

- A COUNTY OLDER THAN THE STATE -
P.O. Box 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

7-1



JOHNNY HARDWICK
PRESIDING CIRCUIT JUDGE
15TH JUDICIAL CIRCUIT

MONTGOMERY COUNTY COURTHOUSE
P.O. Box 1667
MONTGOMERY, ALABAMA 36102
EMAIL: Johnny.Hardwick@alacourt.gov

PHONE: (334) 832-1357
FAX: (334) 832-1323

November 29, 2018

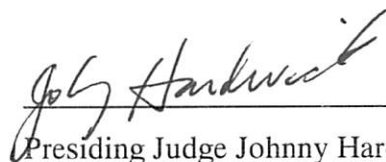
Chair Elton Dean
Co Chair Dan Harris
 Ronda Walker
 Isaiah Sankey
 Doug Singleton

Dear Montgomery County Commissioners:

I am writing to request that the Memorandum of Understanding (MOU) between the Administrative Office of Courts (AOC) and The Montgomery County Commission (see attached) be amended to redefine the duties of the Juvenile Court Referee. The present memorandum states that the Juvenile Court Referee is authorized to administer detention and shelter care hearings. In addition to those cases, we are requesting that the Juvenile court referee handle delinquency and dependency cases, except for transfers for criminal prosecution and the termination of parental rights matters. This matter was brought to my attention by legal counsel at AOC and they suggest that we request an amendment to the move.

Thank you for your assistance in this matter.

Sincerely,



Presiding Judge Johnny Hardwick



MEMORANDUM OF UNDERSTANDING

Between the Administrative Office of Courts and The Montgomery County Commission

I. This Memorandum of Understanding ("MOU") is hereby entered into by and between the State of Alabama (hereinafter referred to as the "State"), acting through the Administrative Office of Courts of the Unified Judicial System of Alabama (hereinafter referred to as the "AOC"), and the Montgomery County Commission (hereinafter referred to as the "Commission") for the public purpose of reimbursing the AOC for certain salary and fringe benefits (**not to exceed a gross salary amount of \$51,621.60**) paid by the AOC to the temporary Court Referee Vicky Toles of the Fifteenth Judicial Circuit. Referee Toles will be paid an hourly rate of \$39.76 and will work a maximum of 25 hours per week. Ms. Toles will administer detention and shelter care hearings for the Juvenile Court. This MOU is effective for the period beginning October 1, 2018 and ending September 30, 2019.

II. AOC and the Commission agree that this transfer of funds in no way obligates the Commission to provide permanent or additional funding for this position in future months or years beyond the period stated. Should AOC receive additional state funding for this referee position, AOC shall refund the Commission any unused portion of the funding provided by the Commission.

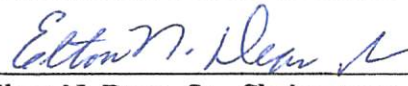
III. AOC will invoice the Commission at the end of each quarter in FY 2019 for all salary and fringe benefits paid. Any inquiries made to the AOC may be directed to Jennifer Moorer, AOC Accountant. Checks shall be written to the order of the Administrative Office of Courts addressed to the attention: Jennifer Moorer, Administrative Office of Courts, 300 Dexter Avenue, Montgomery, AL 36104-3741.

IV. The AOC, employee, and/or Commission may terminate this MOU without penalty by providing all parties fourteen (14) days written notice. This MOU replaces any MOU approved prior to the effective date of this document.

APPROVED:

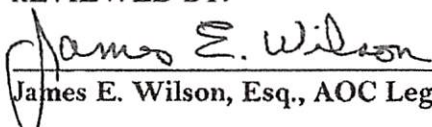

Randy Helms, ADC
Administrative Office of Courts

9/26/18
Date


Elton N. Dean, Sr., Chairperson
Montgomery County Commission

10/15/18
Date

REVIEWED BY:


James E. Wilson, Esq., AOC Legal Division

9/26/2018
Date

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

AGENDA

DEC 17 2018

December 13, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Agreement with County Attorneys

The Montgomery County Commission, at its meeting on December 3, 2018, agreed to place on the next agenda an Agreement with County Attorneys Tyrone C. Means and Thomas T. Gallion, III for legal services for a one-year period.

I am requesting approval of this item.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

8-1

STATE OF ALABAMA
MONTGOMERY COUNTY

AGREEMENT

COMES NOW Thomas T. Gallion, III, ("Gallion") and Tyrone C. Means ("Means") and enters into the Agreement with The Montgomery County Commission ("MCC").

(1) This is a professional services agreement by and between Gallion, Means as co-county attorneys and MCC collectively referred to as ("Parties").

(2) In the past, the Parties have entered into three year contractual agreements.

(3) The MCC executed a Resolution on the 1st day of June, 2015, amending the terms of the prior agreements and is attached and incorporated herein (Exhibit "A").

(4) The terms of this professional services agreement are adequately described in Exhibit "A".

(5) This Agreement shall be for a one year period, beginning on March 7, 2019, and continuing to March 7, 2020.

(6) The MCC has the option to terminate this Agreement if either Gallion or Means does not satisfactorily provide the above professional services as described above in Exhibit "A".

WHEREFORE the Parties do hereby agree to the above stated covenant and do hereby affix their signature on the ____ day of December, 2018.

WITNESS

Elton N. Deans, Sr.
Chairman of the Montgomery County
Commission

WITNESS

Thomas T. Gallion, III, Attorney

WITNESS

Tyrone C. Means, Attorney

8-2

Tammy Nix

From: Thomas Gallion <thomas.gallion43@icloud.com>
Sent: Friday, September 28, 2018 4:39 PM
To: Donald Mims
Cc: Tyrone Means
Subject: Legal contract

Donnie - it is time to renew my and Tyrone's County Attorney's contract on October 15. Please put it on the agenda on that date. Thanks

Sent from my iPhone

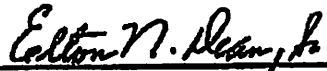
State of Alabama)
County of Montgomery)

RESOLUTION

Be it hereby resolved by the Montgomery County Commission on the 1st day of June, 2015 the following:

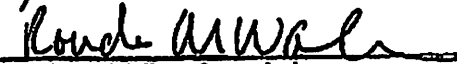
- 1. The Montgomery County Commission desires to increase the billing rates for its county attorneys Thomas T. Gallion III (and his law firm) and Tyrone C. Means (and his law firm). Further, the County Commission desires to increase his monthly retainer for each of these attorneys. Said monthly billing rates have been the same for seven (7) years without an increase and the monthly retainer has been the same for more than seven (7) years.**
- 2. Effective June 1, 2015, the billing rate for the principals of the county attorneys and their respective law firms shall be \$200.00 per hour; the hourly rate for associate attorneys shall be \$175.00 per hour and the billing rate for paralegals and law clerks shall be \$85.00 per hour. Further, in consultation with the County Commission and the County Administrator, on a strictly as-needed basis, said county attorneys are permitted to associate outside counsel on a case-by-case or project-by-project basis at an hourly rate not to exceed \$175.00 per hour.**
- 3. The monthly retainer for each of the county attorneys shall be increased by an amount equal to 10 percent of the current monthly retainer beginning on October 1, 2015. Further, on October 1 of each successive fiscal year, said monthly retainer shall increase by the sum of no less than 2.5 percent of the monthly retainer then in place.**
- 4. Said retainer shall cover the following which shall not be subject to hourly billing:**
 - a. Top priority given to the legal needs of Montgomery County;**
 - b. Attendance at Montgomery County Commission meetings;**
 - c. Verbal opinions given by telephone conversations on subject matters that are not covered on a project or case basis;**
 - d. Any and all delivery of documents to the county and/or third parties that would include mileage or related expenses within Montgomery County;**
 - e. A report to the Montgomery County Commission Administrator and/or response to the Alabama Department of Examiners of Public Accounts regarding outstanding, pending and settled litigation in connection with Montgomery County will be prepared each 6 months by the respective firms; and**
 - f. A Quarterly Legal Report of legal services rendered by each firm.**

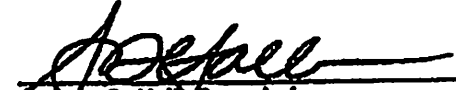



Elton N. Dean, Sr., Chairman


Daniel Harris, Jr., Vice Chairman


Jiles Williams, Jr., Commissioner


Ronda M. Walker, Commissioner


Andrew D. Hall, Commissioner

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1818

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

March 7, 2016

MEMORANDUM

TO: Tyrone C. Means
County Attorney

Thomas T. Gallion, III
County Attorney

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Approved Agreement for Legal Services for a Three Year Period

The Montgomery County Commission, at its meeting on this date, approved an Agreement with the County Attorneys for legal services for a three year period.

Enclosed is a fully-executed original for your file.

/tn

Enclosure

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

AGENDA

DEC 17 2018

December 13, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Funding for Fire Hydrants and Firefighting Activities in the County

The Montgomery County Commission, at its meeting on December 3, 2018, agreed to place on the next agenda funding to the Montgomery Water Works & Sanitary Sewer Board in the amount of \$27,360 for maintenance of fire hydrants and firefighting activities in the County outside the Pike Road Town Limits.

I am requesting that the Commission approve this funding.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

WATER
WORKS & SANITARY SEWER BOARD
of the City of Montgomery

22 Bibb Street, P.O. Box 1631, Montgomery, Alabama 36102-1631

(334) 206-1600

MTGY CO. COMMISSION
OCT 15 '18 AM 9:23

(334) 240-1616 FAX

Thomas R. Morgan
General Manager

William R. Henderson, P.E.
Asst. General Manager

Charlene F. Wachs
Asst. General Manager

October 11, 2018

Mr. Donnie Mims
Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Re: Fire hydrants

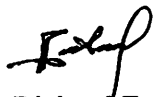
Dear Donnie,

The Montgomery Water Works and Sanitary Sewer Board provides water and maintenance to the fire hydrants in the rural communities in Montgomery County. The volunteer fire departments depend on the fire hydrants to provide quality protection to the communities they serve.

Currently there are 304 hydrants in the county outside the Pike Road town limits. Effective January 1, 2019, the Board will charge the County \$90 per fire hydrant per year for maintaining the fire hydrants and for usage on the fire hydrants for firefighting activities. The County will be billed monthly for the actual number of fire hydrants.

Please contact me at 334-206-1690 if you have any questions.

Sincerely,



Richard E. Hanan
Board Chairman

DEC 17 2018

[illegible]

11-1

DEC 17 2018

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 12/17/18 - CODE: 001-59320.450										
Contract Number	Organization	Description of Program	Joint	Infrastructure	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			0	69,267	98,000	52,814	61,000	135,750	119,450	536,281
DR-C-2019-9	Communities Improvement Association, Inc.	Assist in the Remodeling of the Mount Meigs Community Center Facility, Maintenance and Beautification to the Grounds and Sports Facilities				10,000			10,000	20,000
DR-C-2019-10	Montgomery Area Chamber of Commerce	Lacey-Boyd Annual New Year's Day Parade			1,000	2,500			1,000	4,500
	Total Appropriations 12/17/18		0	0	1,000	12,500	0	0	11,000	24,500
	APPROPRIATED BUDGET BALANCE		0	69,267	97,000	40,314	61,000	135,750	108,450	511,781

12-1

DEC 17 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II *TT*

DATE: November 20, 2018

RE: Invitation to Bid No. 51965-19B-006
Private Data Network

Request that approval of award on the above referenced Invitation to Bid to the low bid of Troy Cablevision, Inc., in the amount of \$1,490.00 be placed on a future agenda. (Copy of spreadsheet attached.)

This will be a three (3) year contract and all pricing will be firm for this contract period.

Coordination of award made with Lou Ialacci, Director of Information Systems.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS: 62 Bids Emailed				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51985-198-006				AT & T Corp. 38 Washington Ave. Montgomery, AL 36104 Attn: Dale Lunn (334)273-2108-3050 Minority Business Owned Yes X No		WideOpenWest 7887 East Bellevue Ave Englewood, CO 80111 Attn: Wiley Bishop (720)479-3500 Minority Business Owned Yes X No		Spectrum Enterprise 12405 Powerscourt Dr. St. Louis, MO 63131 Attn: Kathleen Ciccone (888)438-2427 Minority Business Owned Yes X No		Troy Cablevision, Inc. 1006 South Brundidge St. Troy, AL 36081 Attn: Jake Cowan (334)770-3338 Minority Business Owned X Yes No		Cytranet 1400 A Montclair Dr. Mobile, AL 36609 Attn: Doug Roberts (251)308-5000 Minority Business Owned X Yes No	
DATE ISSUED: October 17, 2018													
DATE OPENED: November 8, 2018													
INFORMATION SYSTEMS													
DELIVERY DATE:				TBD									
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	Alternate #1												
	100 Mbps												
	Installation Cost	Ea	1									\$500.00	\$500.00
	Monthly Cost	Ea	2	\$450.00	\$900.00	\$600.00	\$1,200.00	\$720.00	\$1,440.00	\$495.00	\$990.00	\$488.00	\$976.00
2	Alternate #2												
	500 Mbps												
	Installation Cost	Ea	1									\$500.00	\$500.00
	Monthly Cost	Ea	2	\$650.00	\$1,300.00	\$750.00	\$1,500.00			\$595.00	\$1,190.00	\$588.00	\$1,176.00
3	Alternate #3												
	1 Gbps												
	Installation Cost	Ea	1									\$500.00	\$500.00
	Monthly Cost	Ea	2	\$750.00	\$1,500.00	\$800.00	\$1,600.00	\$1,210.00	\$2,420.00	\$745.00	\$1,490.00	\$748.00	\$1,496.00
TOTAL BID AMOUNTS													

Notes:

AT & T Corp.: Pricing is per location does not include taxes, etc.; Vendor cannot agree to dispute resolution.

Wide Open West(WOW): Monthly cost on each alternate is per site. See Exceptions

Spectrum Enterprise: Please see attribution clause. Monthly cost does not include taxes,surcharges, and fes should any be applicable

Troy Cablevision, Inc.: Pricing is total cost for each alternate

13-2

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 6		BID # 7		BID # 8		BID # 9		BID # 10	
INVITATION TO BID NO: 51965-198-006				Coast To Coast Computer Products Inc. 4277 Valley Fair St. Simi Valley, CA 93063 Attn: Melissa Sarvaldfo (800)223-8890 Minority Business Owned X Yes No									
DATE ISSUED: October 17, 2018													
DATE OPENED: November 6, 2018													
INFORMATION SYSTEMS													
DELIVERY DATE:				TBD									
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	Alternate #1												
	100 Mbps												
	Installation Cost	Ea	1	\$250.00	\$250.00								
	Monthly Cost	Ea	1	\$1,200.00	\$1,200.00								
2	Alternate #2												
	500 Mbps												
	Installation Cost	Ea	1	\$250.00	\$250.00								
	Monthly Cost	Ea	1	\$1,750.00	\$1,750.00								
3	Alternate #3												
	1 Gbps												
	Installation Cost	Ea	1	\$250.00	\$250.00								
	Monthly Cost	Ea	1	\$2,318.00	\$2,318.00								
TOTAL BID AMOUNTS													

Notes:

Coast To Coast: Pricing is for both sides

DEC 17 2018

October 30, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Invitation to Bid No. 51901-19B-007 for Janitorial Services

I request that award of Items 1-9 of the above referenced Invitation to Bid to the second low bidder Falls Facility Services, Inc., for a bid amount of \$134,865, and Contract be placed on the next agenda. (Copy of Abstract for Bid attached.)

The low bidder Penn and Sons, Inc., was disqualified because it was not in compliance with the bid specifications. The bid required that the bidder currently have under contract a building totaling at least 10,000 square feet under one roof.

The contract will be for one year with the option to renew for two years in one-year periods. At the end of each one-year contract period, a price increase not exceeding 5% will be allowed.

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 95 BIDS MAILED															
INVITATION TO BID NO: 51901-19B-007															
DATE ISSUED: OCTOBER 24, 2018															
DATE OPENED: NOVEMBER 13, 2018															
REQUESTING DEPARTMENT: MONTGOMERY COUNTY COMMISSION															
TERMS OF PAYMENT / DISCOUNT:															
DELIVERY DATE:															
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5			
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT		
1	Annex III, 101 S. Lawrence Street		12	\$ 3,406.12	\$ 40,878.48	\$ 3,299.83	\$ 39,597.96	\$ 3,777.00	\$ 45,324.00	\$ 2,975.00	\$ 35,700.00	\$ 3,698.60	\$ 44,383.20		
2A	Community Corrections, 301 Adams Ave.		12	\$ 451.25	\$ 5,415.00	\$ 440.00	\$ 5,280.00	\$ 437.00	\$ 5,244.00	\$ 675.00	\$ 8,100.00	\$ 463.68	\$ 5,564.16		
2B	Community Corrections, 301 Adams Ave.		12	\$ 202.60	\$ 2,431.20	\$ 115.00	\$ 1,380.00	\$ 370.05	\$ 4,440.60	\$ 375.00	\$ 4,500.00	\$ 118.56	\$ 1,422.72		
3	CareHere Clinic, 300 S. Hull St.		12	\$ 301.39	\$ 3,616.68	\$ 251.00	\$ 3,012.00	\$ 367.00	\$ 4,404.00	\$ 475.00	\$ 5,700.00	\$ 280.72	\$ 3,368.64		
4	Probate Office, 5449 Atlanta Hwy.		12	\$ 544.18	\$ 6,530.16	\$ 558.00	\$ 6,696.00	\$ 537.00	\$ 6,444.00	\$ 775.00	\$ 9,300.00	\$ 544.00	\$ 6,528.00		
5	Revenue Office, 5449 Atlanta Hwy.		12	\$ 221.86	\$ 2,662.00	\$ 141.00	\$ 1,692.00	\$ 211.07	\$ 2,532.84	\$ 325.00	\$ 3,900.00	\$ 154.00	\$ 1,848.00		
6	Probate/Revenue Office 3075 Mobile Hwy.		12	\$ 418.60	\$ 5,023.20	\$ 601.00	\$ 7,212.00	\$ 430.00	\$ 5,160.00	\$ 875.00	\$ 10,500.00	\$ 726.08	\$ 8,712.96		
7	Probate/Revenue Office 3425 McGhee Rd		12	\$ 258.96	\$ 3,107.52	\$ 535.00	\$ 6,420.00	\$ 420.00	\$ 5,040.00	\$ 675.00	\$ 8,100.00	\$ 638.01	\$ 7,656.12		
8	Annex II, 125 Washington Ave.		12	\$ 920.92	\$ 11,051.04	\$ 1,299.00	\$ 15,588.00	\$ 1,097.00	\$ 13,164.00	\$ 1,375.00	\$ 16,500.00	\$ 1,518.00	\$ 18,216.00		
9	Annex I, 100 S. Lawrence Street		12	\$ 3,477.22	\$ 41,726.64	\$ 3,999.00	\$ 47,988.00	\$ 4,277.99	\$ 51,335.88	\$ 3,975.00	\$ 47,700.00	\$ 4,463.30	\$ 53,559.60		
10	Court House, 251 S. Lawrence Street		12	\$ 2,713.55	\$ 32,562.60	\$ 3,241.00	\$ 38,892.00	\$ 3,614.75	\$ 43,377.00	\$ 3,275.00	\$ 39,300.00	\$ 3,700.00	\$ 44,400.00		
	Total annual cost for items 1-8				\$ 80,715.28		\$ 86,877.96		\$ 91,753.44		\$ 102,300.00		\$ 97,699.80		
	Total annual cost for item 9				\$ 41,726.64		\$ 47,988.00		\$ 51,335.88		\$ 47,700.00		\$ 53,559.60		
	Total coast for item 10				\$ 32,562.60		\$ 38,892.00		\$ 43,377.00		\$ 39,300.00		\$ 44,400.00		
	Total Bid				\$ 155,004.52		\$ 173,757.96		\$ 186,466.32		\$ 189,300.00		\$ 195,659.40		
	Facilities may be added at a cost per sq. ft.				\$ 0.520		\$ 0.090		\$ 0.0800		\$ 0.10		\$ 0.07		

Notes:

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**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 95 BIDS MAILED				BID # 6		BID # 7		BID # 8		BID # 9		BID # 10	
INVITATION TO BID NO: 51901-15B-028				Professional Management Southeast 521-F Oliver Road Montgomery, AL 36117 (334)277-7701 Attn: Steve Mishoe Is Company Minority Business Owned Yes ☐ No ☒									
DATE ISSUED: 09/21/2015													
DATE OPENED: 10/13/2015													
REQUESTING DEPARTMENT: Montgomery County Commission													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Annex III, 101 S. Lawrence Strret		12	\$ 4,708.50	\$ 56,502.00								
2A	Community Corrections, 301 Adams Ave		12	\$ 397.00	\$ 4,764.00								
2B	Community Corrections, 301 Adams Ave.		12	\$ 129.00	\$ 1,548.00								
3	CareHere Clinic, 300 S. Hull St.		12	\$ 397.00	\$ 4,764.00								
4	Probate Office, 5449 Atlanta Hwy		12	\$ 397.00	\$ 4,764.00								
5	Revenue Office, 5449 Atlanta Hwy.		12	\$ 129.00	\$ 1,548.00								
6	Probate/Revenue Office 3075 Mobile Hwy.		12	\$ 660.75	\$ 7,929.00								
7	Probate/Revenue Office 3426 McGhee Rd.		12	\$ 529.00	\$ 6,348.00								
8	Annex II, 125 Washington Ave.		12	\$ 1,585.50	\$ 19,026.00								
9	Annex I, 100 S. Lawrence Street		12	\$ 5,700.00	\$ 68,400.00								
10	Court House, 251 S. Lawrence Street		12	\$ 4,708.50	\$ 56,502.00								
	Total annual cost for Items 1-8				\$ 107,193.00								
	Total annual cost for Item 9				\$ 68,400.00								
	Total annual cost for Item 10				\$ 56,502.00								
	Total Bid				\$ 232,095.00								
	Facilities may be added at a cost per sq. ft.				\$ 0.744								

Notes:

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MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 1

AGENDA

DEC 17 2018

DEPARTMENT: DA - General Fund REQUESTED BY: Daryl Bailey 12/12/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 12/12/18
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Supplies/Minor Equipment	001-51261.211	10,625	(644)	9,981
Motor Vehicles	001-51261.551	100,000	644	100,644
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 110,625	\$ 0	\$ 110,625

JUSTIFICATION: To realign budgets to cover the cost of motor vehicles.

DEC 17 2018

BUDGET CHANGE REQUEST

Request Number: 1

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

JUSTIFICATION: Additional monies are needed for Facility Fees for our polling locations as more locations are requesting the fee. Additional monies are needed in Advertising to pay for a portion of the Proclamation for the Governor that the State will not pay.

DEC 17 2018

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 2

DEPARTMENT: SHERIFF REQUESTED BY: Derrick Cunningham 12/4/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 12/11/18
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
 Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Other Misc. Supplies	125-55701.219	0	1,260	1,260
Travel & Training	125-55701.265	0	38,964	38,964
Contract Services	125-55701.304	0	52,842	52,842
Mental Health Grant	125-40000.44763	0	(93,066)	(93,066)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 0	\$ 0	\$ 0

JUSTIFICATION: To carryover the Budget for the 2016 Mental Health Grant remaining at 10/1/2018.

17-1

DEC 17 2018

Interoffice Memo

To: County Commission**From:** Lou Ialacci **Cc:** Donald Mims, Florence Cauthen**Date:** November 27, 2018**RE:** Request for Starting Salary for IT Technician/Network Infrastructure

I have selected a candidate for a vacant IT Technician/Network Infrastructure position, subject to normal employment verification procedures. The position fill was previously approved and after a lengthy search we have found an excellent candidate who has 4 years' experience in the equipment and systems currently used by the County. Commensurate with the qualifications and experience of the candidate, I need to start him at a Step 3 of the pay grade and am requesting your approval of the additional steps. The additional cost is in my budget as the previous employee was paid at a higher step.

I am requesting the Commission place this request on the next formal agenda. This will allow us to make an offer and complete the employment process as we have worked short-handed for quite some time.

Thank you for your favorable consideration.

DEC 17 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Community Corrections
 DEPARTMENT HEAD: Paul H Brown
 SUPERVISOR: Paul H Brown

POSITION INFORMATION:

Position Title Community Corrections Officer
 Position Number 300359005
 Pay Grade A06 Pay Range \$36,284 - \$54,214
 Proposed Effective Date February 11, 2019
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Paul H Brown Date 12/04/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 12/04/2018
 Employee Benefit Manager

Sherrill Thomas Date 12/11/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

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

POSITION FILL REQUEST- BUDGETED VACANCY

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee

Position Number 500419078 (replace L Pugh)

Pay Grade PCT Pay Range 31,299

Proposed Effective Date December 31, 2018

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 11/30/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 12/04/2018

Employee Benefit Manager

Sherrill Thomas Date 12/11/2018

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

DEC 17 2018

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419179 (Replace C Cotton)
 Pay Grade PCT Pay Range 31,299
 Proposed Effective Date December 31, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 12/05/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 12/12/2018

Sherrill Thomas

Finance Director

Date 12/12/2018

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEC 17 2018

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

POSITION INFORMATION:

Position Title Corrections Officer Corporal
 Position Number 500425009 (Replace M Lane)
 Pay Grade PC2 Pay Range \$35,097 - \$52,440
 Proposed Effective Date December 31, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 12/5/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 12/12/2018

Sherrill Thomas

Finance Director

Date 12/12/2018

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

DEC 17 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney
 DEPARTMENT HEAD: Daryl D. Bailey
 SUPERVISOR: Lloria James

POSITION INFORMATION:

Position Title Receptionist / Secretary
 Position Number 400016001 (replace R Ellison)
 Pay Grade A03 Pay Range \$25,630 - \$38,294
 Proposed Effective Date December 18, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey
 Department Head

Date 12/10/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
 Employee Benefit Manager

Date 12/10/2018

Sherrill Thomas
 Finance Director

Date 12/11/2018

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

21-1

POSITION FILL REQUEST- BUDGETED VACANCY

DEC 17 2018

DEPARTMENT: Montgomery County Youth Facility

DEPARTMENT HEAD: Beverly Riddle Wise

SUPERVISOR: Ray Williams

POSITION INFORMATION:

Position Title Juvenile Probation Officer

Position Number 900304053 (Replace E Raine)

Pay Grade A06 Pay Range \$36,284 - \$54,214

Proposed Effective Date January 7, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Beverly Riddle Wise/lp Date 12/12/2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 12/12/2018

Employee Benefit Manager

Sherrill Thomas Date 12/12/2018

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

DEC 17 2018

Date: 12/05/2018
To: Donald L. Mims, Administrator
From: JANET BUSKEY
Re: Approval for the following travel:

Destination: RENAISSANCE MONTGOMERY
Departure Date: 02/10/18 Return Date: 02/13/18
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: ASSOCIATION OF ALABAMA TAX ADMINISTRATIONS
2019 WINTER CONFERENCE

Traveler (s) Name: 1. JANET BUSKEY 4. _____
2. ALLYSON HOLLAND 5. _____
3. _____ 6. _____

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

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

Department Name: REVENUE COMMISSIONER Fund Name: 001.51500-265

Additional Comments: _____

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

The above request is app. 12/17/18 reimbursement of actual and necessary expenses in the
approximate amount of \$400.00 and advance registration of \$400.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51500.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$6,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$6,000.00</u>
Current Requests:	<u>\$400.00</u>
Budget Balance:	<u>\$5,600.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/11/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 12

AGENDA

DEC 17 2018

Date: December 10, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Meridian, MS
Departure Date: 02.25.2019 Return Date: 03.01.2019
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend Back Country Tracking Class

Traveler (s) Name: 1. Kaleb Kilpatrick 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$75.00 Advance Registration Required: \$0.00
Department Name: Sheriff's Office Fund Name: 001-52110.265
Additional Comments: _____

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

The above request is app. 12/17/18 reimbursement of actual and necessary expenses in the
approximate amount of \$75.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$11,320.00</u>	
Budget Available:	<u>\$28,680.00</u>	
Current Requests:	<u>\$1,375.00</u>	
Budget Balance:	<u>\$27,305.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 12/11/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 13

AGENDA

DEC 17 2018

Date: December 10, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Meridian, MS
Departure Date: 01.23.2019 Return Date: 01.25.2019
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: attend Regional Counterdrug Training Academy

Traveler (s) Name: 1. Wes Richerson 4. _____
2. George Beaudry 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$75.00 Advance Registration Required: \$0.00

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

Additional Comments: _____

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

The above request is app. 12/17/18 reimbursement of actual and necessary expenses in the
approximate amount of \$75.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$11,320.00</u>	
Budget Available:	<u>\$28,680.00</u>	
Current Requests:	<u>\$1,450.00</u>	
Budget Balance:	<u>\$27,230.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/11/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

DEC 17 2018

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

Destination: Orange Beach, AL
Departure Date: Feb. 20, 2019 Return Date: Feb. 22, 2019
Conference Leave (Days / Hours): three days
Purpose of Travel: To attend the Alabama Conference of Social Work

Traveler (s) Name: 1. Patricia Strickland 4. _____
2. Preston Frazier 5. _____
3. Jimmy Rogers 6. _____

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

Total (est.) Cost: \$1,270.00 Advance Registration Required: \$450.00

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

Additional Comments: Please mail check to : ACSW
P.O. Box 205
Gulf Shores, AL 36547

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

The above request is app. 12/17/18 reimbursement of actual and necessary expenses in the
approximate amount of \$1,270.00 and advance registration of \$450.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-526023.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$10,000.00</u>	
Current Requests:	<u>\$1,270.00</u>	
Budget Balance:	<u>\$8,730.00</u>	

Donald L. Mims, Administrator



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

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

DEC 17 2018

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

Destination: Homewood Suites, Montgomery, AL
Departure Date: January 16, 2019 Return Date: January 16, 2019
Conference Leave (Days / Hours): one day
Purpose of Travel: To attend training "Managing Emotions Under Pressure"

Traveler (s) Name: 1. Belinda Adams 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$175.00 Advance Registration Required: \$149.00

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

Additional Comments: Please mail check to : Career Track
P.O. Box 219468
Kansas, MO 64121

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

The above request is app. 12/17/18 reimbursement of actual and necessary expenses in the
approximate amount of \$175.00 and advance registration of \$149.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-52603.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$10,000.00</u>	
Current Requests:	<u>\$1,445.00</u>	
Budget Balance:	<u>\$8,555.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/12/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

DEC 17 2018

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

Destination: Brewton, AL
Departure Date: February 5, 2019 Return Date: February 6, 2019
Conference Leave (Days / Hours): two day
Purpose of Travel: To attend ServSafe Certification

Traveler (s) Name: 1. Vida Wilson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$180.00 Advance Registration Required: \$120.00

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

Additional Comments: Please mail check to : Rebecca Catalena (please mail book)
1070 Schillinger Road North
Mobile, AL 36608

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

The above request is app. 12/17/18 reimbursement of actual and necessary expenses in the
approximate amount of \$180.00 and advance registration of \$120.00 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>\$0.00</u>	
Budget Available:	<u>\$10,000.00</u>	
Current Requests:	<u>\$1,625.00</u>	
Budget Balance:	<u>\$8,375.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/12/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA

DEC 17 2018

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

Destination: Tuscaloosa, AL
Departure Date: January 29, 1019 Return Date: January 29, 2019
Conference Leave (Days / Hours): one day
Purpose of Travel: To attend the Conference to Improve the Well Being of Our Children

Traveler (s) Name: 1. Garry Gregg 4. Rhonda Wimbley
2. Sherunda Anthony 5. _____
3. Patricia Strickland 6. _____

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$100.00

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

Additional Comments: Please mail check to : University of Alabama
Box 870398
Tuscaloosa, AL 35487

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

The above request is app. 12/17/18 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$100.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-52603.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$10,000.00</u>	
Current Requests:	<u>\$1,725.00</u>	
Budget Balance:	<u>\$8,275.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/12/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 6

AGENDA

DEC 17 2018

Date: December 11, 2018
To: Donald L. Mims, Administrator
From: George Speake
Re: Approval for the following travel:

Destination: Renaissance Montgomery Hotel Convention Center
Departure Date: February 12, 2019 Return Date: February 14, 2019
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Attend 62nd Annual Transportation Conference

Traveler(s) Name: 1. Kevin Boone 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$300.00 Advance Registration Required: \$225.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265
Additional Comments: _____

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

The above request is app. 12/17/18 reimbursement of actual and necessary expenses in the
approximate amount of \$300.00 and advance registration of \$225.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$19,000.00</u>	
Approved Requests:	<u>\$6,013.00</u>	
Budget Available:	<u>\$12,987.00</u>	
Current Requests:	<u>\$300.00</u>	
Budget Balance:	<u>\$12,687.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 12/11/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

DEC 17 2018

Date: December 11, 2018
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Auburn, AL
Departure Date: March 14, 2019 Return Date: March 15, 2019
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Alabama Certified Mapper Exam

Traveler (s) Name: 1. Faith Wilson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$437.08 Advance Registration Required: \$165.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Mileage: \$122.08 Lodging: Meals: \$150.00
Registration: \$165.00

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator

The above request is app. 12/17/18 reimbursement of actual and necessary expenses in the
approximate amount of \$437.08 and advance registration of \$165.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$3,825.20</u>	
Budget Available:	<u>\$26,174.80</u>	
Current Requests:	<u>\$437.08</u>	
Budget Balance:	<u>\$25,737.72</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 12/11/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 9

AGENDA

DEC 17 2018

Date: November 30, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: January 25, 2019 Return Date: January 26, 2019
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: attend Mid-Winter AL District Exchange Club Conference

Traveler (s) Name: 1. Sheriff Cunningham 4. _____
2. Major Gayle Atchison 5. _____
3. Lisa Crenshaw 6. _____

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

Total (est.) Cost: \$75.00 Advance Registration Required: \$75.00
Department Name: Sheriff's Office Fund Name: 749-52110.499
Additional Comments: _____

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

The above request is app. 12/17/18 reimbursement of actual and necessary expenses in the
approximate amount of \$75.00 and advance registration of \$75.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>749-52110.499</u>	(ex: 000-00000-000)
Description:	<u>Administrative</u>	
Current Budget:	<u>\$345,000.00</u>	
Approved Requests:	<u>\$14,870.17</u>	
Budget Available:	<u>\$330,129.83</u>	
Current Requests:	<u>\$75.00</u>	
Budget Balance:	<u>\$330,054.83</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 12/4/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 10

AGENDA

DEC 17 2018

Date: December 3, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Glynco, GA
Departure Date: 01.28.2019 Return Date: 02.01.2019
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend Active Shooter Threat Instructor Training Program

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

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$0.00

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

Additional Comments: _____

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 12/17/18 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$11,320.00</u>	
Budget Available:	<u>\$28,680.00</u>	
Current Requests:	<u>\$100.00</u>	
Budget Balance:	<u>\$28,580.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/4/2018

cc: Finance Director / Buyer

2311

Montgomery County Commission
Travel / Training Request Approval
Request # 11

AGENDA

DEC 17 2018

Date: December 4, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Clanton, AL
Departure Date: January 14, 2019 Return Date: January 18, 2019
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend Basic School Resource Officer Class

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

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

Total (est.) Cost: \$1,200.00 Advance Registration Required: \$990.00
Department Name: Sheriff's Office Fund Name: 001-52110-265
Additional Comments: _____

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

The above request is app. 12/17/18 reimbursement of actual and necessary expenses in the
approximate amount of \$1,200.00 and advance registration of \$990.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-52110-265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$11,320.00</u>	
Budget Available:	<u>\$28,680.00</u>	
Current Requests:	<u>\$1,300.00</u>	
Budget Balance:	<u>\$27,380.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 12/4/2018
cc: Finance Director / Buyer

2312



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

AGENDA
DEC 17 2018

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 11/16/18

**Re: Request to wave rules and fill existing Assistant Chief Clerk Position
(position numbered 7500128031)**

The Montgomery County Probate Court is requesting that the Commission wave rules to the fill Assistant Chief Clerk position. The position is currently in our budget and are necessary for the successful operation of our office.

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



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

AGENDA

DEC 17 2018

MEMORANDUM

To: Montgomery County Commission

From: Probate Judge Steven L. Reed

Date: 12/16/2018

Re: Request Wave Rules & Temporary Appointment of Assistant Chief Clerk

The Montgomery County Probate Office is authorized one Assistant Chief Clerk position. Regretfully, Malcolm Richard, the current Assistant Chief Clerk is leaving this position in January of 2019.

The position of Assistant Chief Clerk is crucial to the administration of all aspect of the probate office and serves as the senior most merit-based position within Probate. As such, a vacancy in this position is detrimental to the operations of the office.

With this consideration in mind, the Montgomery County Probate Office request approval of the temporary appointment of Jamyla Philyaw, Currently the County Licensing Inspector, to the position of Assistant Chief Clerk for a period of no longer than 90 day or until the position is permanently filled.

Rule VII, section 9 (a) provides for temporary appointments of employees in the absence of an eligible registry. An eligible registry currently does not exist and will take several weeks to create.

Based on Jaymyla Philyaw's education, experience, and dedication to the Probate Office, I recommend approval of this proposed, temporary appointment

Thank you for your favorable consideration in this request.

Please circle one:

APPROVED

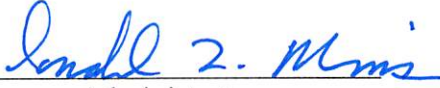
NOT APPROVED

Chairman's signature: _____

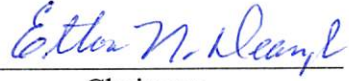
P.O. BOX 223 • MONTGOMERY, AL 36101-0223 • TELEPHONE 334-832-1240 • FAX 334-832-7776

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, January 7, 2019, at 8:00 in the morning.



Administrator



Chairman