

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

OCTOBER 17, 2016

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:04 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 Williams. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

DISCUSSION BY THE COMMISSION

Chairman Dean requested a \$9,000 miscellaneous appropriation from his account to the Montgomery Community Action Agency for Community Service Programs.

Commissioner Walker requested a \$500 miscellaneous appropriation from her account to Central Alabama Community Foundation for Highland Gardens Project.

Chairman Dean, Vice Chairman Harris and Commissioner Hall requested a \$500 miscellaneous appropriation from each of their accounts to Valiant Cross Academy for the Robotic Competition.

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

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims discussed a possible Special Call Meeting of the Emergency Management Communications District Board on October 24, 2016.

Administrator Mims stated that during the Commission meeting, Juvenile Court Administrator Bruce Howell would be requesting approval of a new Contract with The Bridge, Inc., regarding the Davis Treatment Program and that enclosed in the Commissioners' packet is a Davis Treatment Center Quarterly Report issued October 11, 2016.

Administrator Mims noted that after the adjournment of the Commission meeting on November 7, 2016, they would be having a reception honoring the service of Commissioners Williams and Hall.

Administrator Mims reminded the Commission to submit the completed Performance Evaluations for Chief Information and Technology Officer and County Administrator to Personnel Director Carmen Douglas.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE HOWELL

Juvenile Court Administrator Bruce Howell briefed the Commission regarding Contracts for housing juveniles at the Montgomery County Youth Facility for Autauga, Butler, Chilton, Elmore and Monroe counties and the City of Prattville. After discussion, the Commission agreed to place these items on the next agenda.

Mr. Howell presented a Contract with The Bridge, Inc., for the Davis Treatment Program. The Commission asked that the Contract be modified to expire March 31, 2017, so that a Request for Proposal could be acquired from other vendors. After discussion, the Commission agreed to place this item on the next.

Mr. Howell discussed the Davis Treatment Center Quarterly Report issued October 11, 2016.

PRESENTATION BY ACCOUNT DIRECTOR SUSAN BRYAN AND CREATIVE DIRECTOR CAMELLIA LEONARD WITH STAMP IDEA GROUP, LLC

Account Director Susan Bryan and Creative Director Camellia Leonard with Stamp Idea Group, LLC, presented a direct mail piece regarding the Self-Governance Referendum. The Commission agreed with the design.

PRESENTATION BY SENIOR VICE PRESIDENT OF CORPORATE DEVELOPMENT ELLEN G. MCNAIR WITH THE MONTGOMERY AREA CHAMBER OF COMMERCE, ATTORNEY CHRIS S. SIMMONS WITH RUSHTON, STAKELY, JOHNSTON & GARRETT, P.A., AND WARREN MATTHEWS, ATTORNEY FOR HYUNDAI POWER TRANSFORMERS

Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce, Attorney Chris S. Simmons with Rushton, Stakely, Johnston & Garrett, P.A., and Warren Matthews, Attorney for Hyundai Power Transformers briefed the Commission regarding a Third Amendment to Project Agreement with the State of Alabama, the City of Montgomery, The Industrial Development Board of the City of Montgomery and Hyundai Power Transformers USA, Inc. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY MR. KEN WARD AND PRINCIPAL D. K. BROOKS WITH DANNELLY ELEMENTARY SCHOOL

Mr. Ken Ward and Principal D. K. Brooks with Dannelly Elementary School briefed the Commission regarding a capital improvement project for the school and requested funding for the project. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of \$10,000 from Donation Revenue.

PRESENTATION BY CHAIRMAN GEORGE NOBLIN AND BOARD MEMBERS BRENDA DALY AND LEE SELLERS WITH THE BOARD OF REGISTRARS

Chairman George Noblin with the Board of Registrars briefed the Commission regarding Budget Change Request Number 1. After discussion, the Commission agreed to place this item on the next agenda.

Chairman Noblin requested to hire an Administrative Support Associate applicant at their current Pay Step. After discussion, the Commission agreed to place this item on the next agenda.

Chairman Noblin requested an irregular two-step increase for Administrative Support Associate, Pay Grade A03, Step 2 (\$26,534) to Pay Grade A03, Step 4 (\$28,343). Finance Director Sherrill Thomas stated that this increase can be covered in their current budget. After discussion, the Commission agreed to place this item on the next agenda.

Also present were Board Members Brenda Daly and Lee Sellers.

Commissioner Walker commended the Montgomery County Board of Registrars for the great job they are doing.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham briefed the Commission regarding an Educational Grant Cooperative Agreement with Mid-South Resource Conservation & Development Council, Inc., regarding Montgomery County Sheriff's Office Youth Learning Education and Conservation Program. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Sheriff Cunningham briefed the Commission regarding a Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 6LEL (FY2016 - \$10,000). After discussion, the Commission agreed to waive rules and add this item to the agenda.

Sheriff Cunningham briefed the Commission regarding a Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 6FIL (FY2016 - \$18,676). After discussion, the Commission agreed to waive rules and add this item to the agenda.

Sheriff Cunningham requested approval and acceptance of a Grant Award from the U.S. Department of Justice, Office of Justice Programs for the Justice and Mental Health

Collaboration Program. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Sheriff Cunningham presented a Position Fill Request for Corrections Officer Trainee (CO0419)/Corrections Officer (CO0420), Position Number 113. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham informed the Commission that the Emergency Management Communications District Board would need to convene and consider authorization of an Agreement and Assignment of Funds with the Alabama Statewide 911 Board regarding the Alabama Next Generation Emergency Network (“AGEN”). After discussion, the Commission agreed to a Special Call Meeting of the Emergency Management Communications District Board at 8:30 a.m. on October 24, 2016, and to place this item on their agenda.

PRESENTATION BY DIRECTOR OF RISK MANAGEMENT SCOTT KRAMER

Director of Risk Management Scott Kramer presented an Agreement for Engineering Services with Goodwyn, Mills & Cawood, Inc., regarding Implementation Cost Estimating Services for Montgomery County ADA Transition Plan. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY EXECUTIVE DIRECTOR PAUL BROWN WITH COMMUNITY CORRECTIONS

Executive Director Paul Brown with Community Corrections briefed the Commission regarding renewal of Professional Services Contracts for the 2016-2017 E.V.E.N. Program Providers. After discussion, the Commission agreed to place these items on the next agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake presented Budget Change Request Number 1 from the Engineering Department. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY DIRECTOR OF OPERATIONS FREDERICK BROCK AND DIRECTOR OF DEVELOPMENT KIMBERLY BAKER WITH VALIANT CROSS ACADEMY

Director of Operations Frederick Brock and Director of Development Kimberly Baker with Valiant Cross Academy briefed the Commission regarding the program and requested funding for computer equipment. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of \$20,000 for the equipment from Donation Revenue.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding an Educational Grant Cooperative Agreement with Mid-South Resource Conservation & Development Council, Inc., regarding Flatwood Park & Community Center. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims briefed the Commission regarding a Resolution congratulating H. Council Trenholm State Technical College for their 50th Anniversary. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims briefed the Commission regarding a Resolution proclaiming the Month of October as Bullying Prevention Month. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims briefed the Commission regarding a Resolution to move the November 21, 2016 County Commission Meeting to Fresh Anointing House of Worship. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding a Resolution to move the December 5, 2016 County Commission Meeting to Eastmont Baptist Church. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding a Resolution Authorizing the County's Thanksgiving Holiday observance on Friday, November 25, 2016. After discussion, the Commission agreed to place this item on the next agenda.

The Commission agreed to place on the next agenda a Budget Change Request in the amount of \$500 for the Thanksgiving Day Parade activities.

Administrator Mims briefed the Commission regarding Resolutions in Support of Proposed Constitutional Amendments 3, 4 and 14. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Administrator Mims briefed the Commission regarding a Board Member appointment to the Policy Committee for the Rural Planning Organization (RPO). After discussion, the Commission agreed to discuss this item at a future meeting.

Administrator Mims briefed the Commission regarding Board Member Appointments to the Southeast Alabama Emergency Medical Services Council, Inc. After discussion, the Commission agreed to place these appointments on the next agenda.

Administrator Mims briefed the Commission regarding a Board Member Appointment to the Pike Road Volunteer Fire Protection Authority. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding Amendment Number 2 to Contract with Falls Facility Services, Inc., regarding Janitorial Services, (Contract # 51901-16B-028). After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding a Bid Award to North Atlantic Security for Inmate Security, Bid Number 52110-16B-043. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a letter from Co-Founder Lacey Boyd with The Lacey-Boyd New Year's Day Parade requesting funding in the amount of \$9,000 for the 2017 Parade and requesting Commissioner Williams to serve as Parade Grand Marshall. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of \$5,000 for this event. Chairman Dean stated that this is the last year the Commission would fund this request. Also, Commissioner Williams declined to serve as Parade Grand Marshall.

Administrator Mims presented a letter from Treasurer Ray D. Rawlings with the Montgomery County Historical Society requesting funding in the amount of \$24,000 for an Executive Director. Commissioner Walker stated that she would like to discuss this item further. Commissioner Hall stated that he would discuss this request with the Historical Society.

Administrator Mims presented the Schedule of Upcoming Bids/Contract Renewals for October, November and December 2016.

Administrator Mims presented the Service of Process Fee (Sheriff Process Fee) Collection for October 2016.

Administrator Mims presented the Revenue Reports for September 2016 from Tax and Audit Department.

Administrator Mims presented the Population Report for September 2016 for the Mac Sim Butler Detention Facility.

Administrator Mims presented the Census and Fiscal Report for September 2016 for Community Corrections.

PRESENTATION BY REALTOR FRANK THOMAS WITH FRANK THOMAS AND ASSOCIATES, LLC

Realtor Frank Thomas with Frank Thomas and Associates, LLC, updated the Commission regarding the parking deck at 100 South Perry Street. After discussion, the Commission requested a written report regarding the cost to renovate this property.

PRESENTATION BY PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry reviewed upcoming events for October and November with the Commission, highlighting the Self Governance Local Referendum Town Hall meetings on

October 25th, 27th, and November 3rd. She also updated the Commission on the County's 200th birthday celebration, noting events taking place with the Alabama National Fair and Montgomery Public Schools. Commissioner Walker added that the annual county employee luncheon on December 6th would have a birthday theme and that we would go all out on this event. Special guests will be invited to celebrate.

DISCUSSION BY THE COMMISSION

Vice Chairman Harris requested for Administrator Mims to place on the next Briefing Memo responses to the Request for Proposal to obtain services of a liaison for implementation of the Minority and Women-Owned Business Initiative Policy.

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 County Extension Coordinator Jimmy Smitherman at the request of Commissioner Williams.

The Pledge of Allegiance was led by Commissioner Williams.

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

CONSENT AGENDA

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

Commissioner Williams made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner 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.)

PRESENTATION

PRESENTATION BY DIRECTOR OF RISK MANAGEMENT SCOTT KRAMER AND RIVER REGION UNITED WAY CAMPAIGN CHAIR BILL WALLACE

Director of Risk Management Scott Kramer briefed the Commission on the 2016 kickoff of the River Region United Way Campaign. He gave insight and information on how the United Way

helps so many people in various ways. He named the different agencies that the United Way serves like Goodwill, Montgomery Area Council on Aging and a host of others. He then presented a short video further explaining the need to donate to the River Region United Way. Mr. Kramer stated that Montgomery County will be in partnership with the area United Way in efforts to help them reach their goal. He also stated that the United Way packages are ready to be distributed to the Montgomery County employees. Mr. Kramer also requested a \$5,000 donation be made to the River Region United Way on behalf of the Commission. He stated it was the same amount that was donated last year. Mr. Kramer then introduced River Region United Way Campaign Chair Bill Wallace.

River Region United Way Campaign Chair Bill Wallace began by thanking the Commission for all their support in the past to the River Region United Way and that he is expecting their support this year. He stated that the 41 agencies, which are supported by the United Way, helped over 135,000 people last year. Mr. Wallace stated that everyone's help is greatly needed, and he is asking everyone to join in and help them meet their goal.

River Region United Way President and CEO Jimmy Hill also thanked the Commission.

NEW BUSINESS

YOUTH FACILITY – APPROVED AGENCY GRANT AGREEMENT WITH THE ALABAMA DEPARTMENT OF YOUTH SERVICES FOR THE DAVIS TREATMENT CENTER PROGRAM

Administrator Mims presented the following memorandum from Juvenile Court Administrator Bruce R. Howell:

MEMORANDUM

TO: Donald L. Mims

FROM: Brue R. Howell, Juvenile Court Administrator

Date: October 11, 2016

RE: DYS Grant Agreement

I am requesting that the attached proposed DYS grant agreement for FY2016-2017 be placed on the County Commission formal agenda for October 17th.

Thank you for your consideration in this matter.

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Agreement, Agenda Pages 1-2 and 1-3, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AGREEMENT WITH SOUTHEAST ALABAMA
HIGHWAY SAFETY OFFICE REGARDING COMMUNITY TRAFFIC SAFETY PROGRAM
(CTSP) GRANT PARTICIPATION

Administrator Mims presented the following memorandum from Grant Manager Regina Walker:

October 6, 2016

MEMORANDUM

To: Elton Dean, Sr., Chairman, Montgomery County Commission

From: Regina Walker, Grant Manager
Montgomery County Sheriff's Office

Subject: Southeast Region's Community Traffic Safety Program (CTSP) Grant
Participation Agreement

The Montgomery County Sheriff's Office request your approval to participate in the Highway Safety Grants program for Fiscal Year 2016-2017. This program is run by Alabama Department of Economic and Community Affairs (ADECA).

The contract is between the Southeast Regional Highway Safety Office, referred to in the attached document as "SEAHSO" and the Montgomery County Commission, referred to in the attached document as "Agency".

I am requesting that this item be placed on the agenda of the October 17, 2016 meeting for approval and signature of the Chair of the County Commission.

Should you have any questions or require additional information, I can be reached at 832-1660 or 313-7216. I thank you in advance for your attention to this matter.

encls.

cc: Derrick Cunningham, Sheriff

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Agreement and Written Overtime Policy, Agenda Pages 2-2 through 2-4, are attached to these Minutes.)

ENGINEERING DEPARTMENT – ADOPTED RESOLUTION REGARDING
RESURFACING FLOWERS ROAD (4.715 MILES) AND MACON COUNTY ROAD (2.974
MILES), PROJECT NO. MCP 51-80-17

Administrator Mims presented the following memorandum from County Engineer George C. Speake:

September 27, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

SUBJECT: Approval of Resolution for Project No. MCP 51-80-17
Resurfacing Flowers Road (4.715 miles) and Macon County Road (2.974 miles)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Resolution for Project No. MCP 51-80-17 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing. If you have any questions, please contact James Kelley at 832-1342.

Attachments

End of Memorandum

Commissioner Walker made a motion to adopt the resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Resolution and Maps, Agenda Pages 3-2 through 3-4, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED LETTER OF INTENT FOR RESURFACING
FLOWERS ROAD (4.715 MILES) AND MACON COUNTY ROAD (2.974 MILES),
PROJECT NO. MCP 51-80-17

Administrator Mims presented the following memorandum from County Engineer George C. Speake:

September 27, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

SUBJECT: Approval of Letter of Intent for Project No. MCP 51-80-17
Resurfacing Flowers Road (4.715 miles) and Macon County Road (2.974 miles)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Letter of Intent for Project No. MCP 51-80-17 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing. If you have any questions, please contact James Kelley at 832-1342.

Attachments

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Letter of Intent and Map, Agenda Pages 4-2 and 4-3, are attached to these Minutes.)

YOUTH FACILITY – APPROVED PERSONAL SERVICES CONTRACT WITH
ADEDYOIN DOSUNMU-OGUNBI, M.D., TO PROVIDE MEDICAL SERVICES FOR
YOUTH DETAINED AT THE MONTGOMERY COUNTY YOUTH FACILITY

Administrator Mims presented the following memorandum from Juvenile Court Administrator Bruce R. Howell:

MEMORANDUM

TO: Mr. Donnie Mims

FROM: Bruce R. Howell, Juvenile Court Administrator

Date: October 11, 2016

RE: Personal Services Contract – Dr. Adedoyin Ogunbi

Please place the attached contract on the October 17th County Commission formal agenda. This contract is for Dr. Ogunbi to provide medical services at the Youth Facility for the period October 1, 2016 through September 30, 2017.

Thank you for your consideration in this matter.

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Memorandum, Letter, and Contracts, Agenda Pages 5-2 through 5-9, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED ASSIGNMENT BY AZAR'S UNIFORM TO GALLS, LLC, FOR UNIFORMS, CONTRACT #52110-14B-025

Administrator Mims presented the following memorandum from Deputy Administrator Florence M. Cauthen:

September 28, 2016

MEMORANDUM

TO: Montgomery County Commissioners

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Assignment of Uniform Contract No. 52110-14B-025

The County's current uniform contract is with Azar's Uniforms, and Azar's was recently purchased by Gall's. The contract with Azar's requires Montgomery County's written consent to the transfer of the contract.

I request that the attached Consent of Assignment be placed on a future agenda for approval.

Approval of the assignment has been coordinated with Sheriff Derrick Cunningham.

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Letter and Bill of Sale and Assignment, Agenda Pages 6-2 through 6-4, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH
GULF STATES DISTRIBUTORS FOR SHERIFF'S LEATHER AND ACCESSORIES
(CONTRACT # 52110-14B-026)

Administrator Mims presented the following memorandum from Purchasing Manager Myrtle Singleton:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: September 16, 2016

RE: Contract No. 52110-14B-026
Sheriff's Leather & Accessories

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

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning November 7, 2016 and ending on November 6, 2017.

Gulf States Distributors chooses not to increase pricing during this contract period. All other provisions of the contract shall remain the same.

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

Attachment

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Amendment, Agenda Page 7-2, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AMENDMENT NUMBER 2 TO
CONTRACT WITH SHARPCUT LAWN SERVICE REGARDING LANDSCAPE
MAINTENANCE AT MONTGOMERY INDUSTRIAL PARK, (CONTRACT # 53100-
14B-030)

Administrator Mims presented the following memorandum from Purchasing Manager Myrtle Singleton:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: September 15, 2016

RE: Contract No. 53100-14B-030
Landscape at Montgomery Industrial Park

I request that the attached Amendment No. 2 to SharpCut Lawn Service contract for landscape maintenance at Montgomery Industrial Park be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning November 17, 2016 and ending on November 16, 2017.

SharpCut Lawn Services chooses not to increase pricing during this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with George Speake, County Engineer.

Attachment

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Amendment, Agenda Page 8-2, is attached to these Minutes.)

SUPPORT SERVICES – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH
G & K SERVICES, INC., FOR UNIFORM RENTAL (CONTRACT #51901-13B-014)

Administrator Mims presented the following memorandum from Purchasing Manager Myrtle Singleton:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: September 28, 2016

RE: Contract No. 51901-13B-014
Uniform Rental

Request that the attached Amendment No. 2 to Contract No. 51901-13B-014 be placed on a future agenda. The amendment extends the contract with G&K Services for ninety (90) days, beginning September 1, 2016 and ending on November 30, 2016, to allow time to resolve contract issues with the low bidder on the new contract or to rebid the contract.

All other provisions of the contract shall remain the same.

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

Attachment

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Amendment, Agenda Page 9-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH SEA COAST DISPOSAL, INC., FOR CLEAN SATURDAY REFUSE COLLECTION SERVICE (CONTRACT # 51100-15B-033)

Administrator Mims presented the following memorandum from Purchasing Manager Myrtle Singleton:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: September 16, 2016

RE: Contract No. 51100-15B-033
Clean Saturday Refuse Collection Service

I request that the attached Amendment No. 1 to Sea Coast Disposal contract for Clean Saturday Refuse Collection Service be considered for approval on a future agenda.

Amendment No.1 will allow the contract to be extended for one (1) year, beginning November 1, 2016 and ending on October 31, 2017.

Sea Coast Disposal, Inc. would like to increase prices by 4% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contact extension has been coordinated with George Speake, County Engineer.

Attachment

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Amendment, Agenda Page 10-2, is attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED REGISTRATION SERVICES AGREEMENT
WITH AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD (ARIN), IN ORDER TO
OBTAIN REGISTRATION RIGHTS FOR INTERNET PROTOCOL (“IP”) ADDRESS SPACE
AND AN AUTONOMOUS SYSTEM NUMBER (ASN)

Administrator Mims presented the following memorandum from Chief Information and Technology Officer Lou Ialacci:

MEMORANDUM

TO: County Commission

FROM: Lou Ialacci

CC: Donnie Mims, Florence Cauthen, Tammy Nix

DATE: September 27, 2016

Re: Internet Registration of Montgomery County Commission

I am requesting the County Commission enter into the attached Registration Service Agreement with American Registry for Internet Numbers, LTD (ARIN), a Virginia non-profit corporation. The initial fee is \$550 to register. The annual fee for the numbers will be \$1,500 and is in my FY 2017 budget.

The purpose of entering into this agreement is to obtain registration rights for Internet Protocol (“IP”) address space and an Autonomous System Number (ASN). The IP addresses are what the County uses to identify itself to other entities wishing to do business or exchange information with us. The ASN is a unique identifier with ARIN for the County’s IP addresses.

These designations will be utilized to help the County to set up a second internet connection for increased capacity and redundancy, which both are very important to the Sheriff’s Office and all our Elected Officials/Departments. In addition, the ASN will give the County the ability to become a member of the Montgomery Internet Exchange (MIX). The County can then directly take advantage of MIX’s features as it grows. This will mean faster access to information and services from major companies, like Microsoft, Dell, Apple, and other large content providers.

This standard agreement has been signed by the City. I request that it be placed on the October 3, 2016 Briefing Memo for the work session and be reviewed by the County Attorney as a future agenda item.

Thank you for your support.

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Agreement and Memorandum, Agenda Pages 11-2 through 11-11, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED FUNDING AGREEMENT FOR PRELIMINARY ENGINEERING WITH THE STATE OF ALABAMA THROUGH THE DEPARTMENT OF TRANSPORTATION REGARDING FEASIBILITY STUDY FOR SIDEWALKS AND/OR MULTI-USE PATHS ON VAUGHN ROAD (CR-626) FROM TAYLOR ROAD TO CHANTILLY PARKWAY, PROJECT STPMN-5115, AND RELATED RESOLUTION

Administrator Mims presented the following memorandum from County Engineer George C. Speake:

September 27, 2016

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Approval of Funding Agreement to Produce a Feasibility Study for Sidewalks and/or Multi-Use Paths on Vaughn Road from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway) Montgomery County, Alabama

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the funding agreement, between the State of Alabama (ALDOT) and Montgomery County, to produce a Feasibility Study on the project referenced above. The cost of this work is 80% MPO Federal Funds with a 20% match, to be split between the City and the County.

Attachments

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Letter and Agreement, Agenda Pages 12-2 through 12-10, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED FUNDING AGREEMENT FOR EMERGENCY REPAIRS (ER) ON DOZIER ROAD (CR-74), PROJECT NO. ER-9010 AND RELATED RESOLUTION

Administrator Mims presented the following memorandum from County Engineer George C. Speake:

September 28, 2016

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Approval of Funding Agreement for Emergency Repairs (ER) on
Dozier Road (CR-74)
Project No. ER-9010()
Montgomery County, Alabama

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the funding agreement, between the State of Alabama (ALDOT) and Montgomery County, for emergency repairs on the project referenced above. This agreement is for reimbursement for the work that was performed by the Engineering Department to repair a section of Dozier Road damaged during the flooding in December 2015.

Attachments

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Agreement, Agenda Pages 13-2 through 13-7, is attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED SOFTWARE LICENSE AGREEMENT WITH ASSESSMENT ADVISORS, LLC, REGARDING LICENSE FOR INCOMeworks® SOFTWARE

Administrator Mims presented the following memorandum from Chief Appraiser Clay Henley:

October 3, 2016

MEMORANDUM

TO: Elton Dean, Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: Income Works Subscription

I am requesting your consideration and approval to subscribe to a web based software, Income Works, to be used to assist in valuing income producing commercial properties. This subscription includes the option to renew on a yearly basis with a 3% increase each year.

attachments

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Letter, Agreement, Statement and Memorandum, Agenda Pages 14-2 through 14-8, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED LICENSE AND INDEMNIFICATION AGREEMENT WITH J. BRENDON PARKMAN, KADRA G. PARKMAN AND JOHN M. SWEARINGEN, JR., REGARDING USE OF .30 ACRE LOT ON MERIWETHER ROAD FOR EMPLOYEE PARKING, SUBJECT TO THE MODIFICATIONS RECOMMENDED BY COUNTY ATTORNEY

Administrator Mims presented the following memorandum from County Engineer George C. Speake:

September 27, 2016

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Approval of Lease Agreement for 0.30 Acre Lot on Meriwether Road
Montgomery County, Alabama

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the lease agreement, between Swearingen Fence and Deck and Montgomery County, for a 0.30 acre lot as referenced above. This lot lies due east of our District Two Maintenance Office on Meriwether Road. This lot will be utilized strictly for employee parking. In the past, due to the limited amount of space at our maintenance facility, employees have parked along the road right-of-way.

Attachments

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Agreement, Exhibit A, Memorandum, and Attorney Gallion's Opinion, Agenda Pages 15-2 through 15-10, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED RETAIL BEER (OFF PREMISES ONLY) AND
RETAIL TABLE WINE (OFF PREMISES ONLY) LICENSES TO APPLICANT
DOLGENCORP, LLC, FOR DOLLAR GENERAL STORE 17394, LOCATED AT 30
JOHNNY SHIRLEY ROAD, RAMER, ALABAMA 36069

Administrator Mims presented the following memorandum:

October 13, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Alcohol License Application from Applicant DolGenCorp, LLC

The Montgomery County Commission, at its meeting on September 12, 2016, agreed to place on the next agenda an Alcohol License Application for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses to Applicant DolGenCorp, LLC, for Dollar General Store 17394, located at 30 Johnny Shirley Road, Ramer, Alabama 36069.

Due to advertising issues, the Commission agreed to place this item on the October 17, 2016, agenda.

Attachment

End of Memorandum

Commissioner Hall made a motion to approve the licenses. The motion was seconded by Commissioner Walker. Chairman Dean, Vice Chairman Harris, Commissioner Hall and Commissioner Walker voted in favor of the motion. Commissioner Williams abstained from the vote, and the motion carried. (Copies of Memorandum, Alcohol License Application, and Permit Notice, Agenda Pages 16-2 through 16-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED LOUNGE RETAIL LIQUOR-CLASS II (PACKAGE) LICENSE TO APPLICANT JAY JALARAM, INC., FOR LEGRAND PACKAGE STORE, LOCATED AT 13893 A US HWY 331, MONTGOMERY, ALABAMA 36105

Administrator Mims presented the following memorandum:

October 13, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Alcohol License Application from Applicant Jay Jalaram, Inc.

The Montgomery County Commission, at its meeting on October 3, 2016, agreed to place on the next agenda an Alcohol License Application for Lounge Retail Liquor-Class II (Package) License to Applicant Jay Jalaram, Inc., for LeGrand Package Store, Located at 13893 A US Hwy 331, Montgomery, Alabama 36105.

Attachment

End of Memorandum

Commissioner Hall made a motion to approve the license. The motion was seconded by Commissioner Walker. Chairman Dean, Vice Chairman Harris, Commissioner Hall and Commissioner Walker voted in favor of the motion. Commissioner Williams abstained from the vote, and the motion carried. (Copies of Memorandum, Alcohol License Application, and Permit Notice, Agenda Pages 17-2 through 17-7, are attached to these Minutes.)

COUNTY COMMISSION –APPROVED PAYMENT OF 2017 MEMBERSHIP DUES IN THE AMOUNT OF \$3,650 TO THE COOSA-ALABAMA RIVER IMPROVEMENT ASSOCIATION, INC.

Administrator Mims presented the following memorandum:

October 13, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Payment of 2017 Membership Dues to the Coosa-Alabama River Improvement Association, Inc.

The Montgomery County Commission, at its meeting on October 3, 2016, agreed to place on the next agenda payment of 2017 Membership Dues to the Coosa-Alabama River Improvement Association, Inc.

I am requesting approval of these dues.

Attachment

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Letter and Renewal Invoice, Agenda Pages 18-2 and 18-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

Administrator Mims requested approval of the following miscellaneous appropriations reprogramming requests:

October 17, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

- C-2017-6: Capri Community Film Society, Inc., for the Annual Summer Children's Matinees - \$1,000; (Hall)
- C-2017-7: Friendship Mission, Inc., for Programs at the Friendship Mission North Montgomery Shelter for Women and Women with Children - \$2,000; (Walker)

End of Memorandum

During the County Commission Meeting this date, Chairman Dean requested that the following miscellaneous appropriation reprogramming requests be added and his fellow Commissioners concurred:

- C-2017-8: Montgomery Community Action Agency, for Community Service Programs - \$9,000; (Dean)
- C-2017-9: Central Alabama Community Foundation, for Highland Gardens Project - \$500; (Walker)
- C-2017-10: Valiant Cross Academy, for Robotic Competition - \$1,500; (Dean-\$500, Harris-\$500, and Hall-\$500)

Commissioner Walker made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission

ENGINEERING DEPARTMENT – APPROVED QUITCLAIM DEED REGARDING CROWN ROAD (MCREE STREET), RAMER, ALABAMA

Administrator Mims presented the following memorandum from County Engineer George C. Speake:

September 15, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

SUBJECT: Quitclaim Deed -- Crown Road (McRee Street), Ramer, AL

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached Quitclaim Deed concerning Crown Road (McRee Street). This is a private road located west of Hobbie Road and north of AL 94 in Ramer.

To our knowledge the County never accepted this road for maintenance, and we have never done any maintenance work on this road. As a matter of fact, the County executed a similar Quitclaim Deed dated June 27, 1994, recorded at RLPY 1490 PAGE 0050 pertaining to the western portion of Crown Road (McRee Street).

Attachments

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Quit-Claim Deed, Exhibit A, Map, Memorandum, and Attorney Gallion's Opinion, Agenda Pages 20-2 through 20-7, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED SALE OF A 2009 HARLEY-DAVIDSON FLHTP
SURPLUS MOTORCYCLE TO LOWNDES COUNTY SHERIFF'S DEPARTMENT IN THE
AMOUNT OF \$1,500

Administrator Mims presented the following memorandum from Sheriff Derrick Cunningham:

MEMORANDUM

TO: Mr. Donnie Mims
Montgomery County Administrator

FROM: Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

DATE: September 28, 2016

SUBJECT: 2009 Harley-Davidson FLHTP

The Montgomery County Sheriff's Office has a 2009 Harley-Davidson FLHTP surplus motorcycle that is in need of repair in excess of \$5,000.00 and does not plan to repair it.

I have spoken with Sheriff John Williams of Lowndes County Sheriff's Department and he is very interested in obtaining this motorcycle. We have agreed upon a price of \$1,500.00 to be paid in exchange for the motorcycle.

I am requesting that the Commission sell this motorcycle to Lowndes County Sheriff's Department. It needs a little work, but it will be good for what they want to do with it.

I am requesting that you all approve this request.

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 21-2, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED REIMBURSEMENT TO THE SHERIFF'S FUND IN THE AMOUNT OF \$3,017.03 FOR EXPENSES REGARDING KIDS AND KOPS DAY

Administrator Mims presented the following memorandum from Grant Manager Regina Walker:

September 29, 2016

MEMORANDUM

To: Elton Dean, Chair, Montgomery County Commission

From: Regina Walker, Grant Manager
Montgomery County Sheriff's Office

Subject: Reimbursement request for Kids and Kops Day

Several months ago, the Substance Abuse Youth Networking Organization (SAYNO) requested \$5,000 from the Montgomery County Commission to support a Kids and Kops Day program they were hosting at the multiplex. Commission members inquired about other funds secured through the City, etc. Mr. Anderson Graves (Executive Director, SAYNO) shared that the City was giving them \$5,000 as well. The Commission members expressed concern over the \$10,000 cost for a four hour event. Sheriff Cunningham shared that because of his experience with providing community programs and activities, the Montgomery County Sheriff's Office (MCSO) could shop for the items needed at a more economical rate. The Commission agreed to reimburse the Sheriff's Office for monies spent in support of this event. MCSO spent a total of \$3,017.03 in food, etc. for this annual event. Should you have any questions or require additional information, please contact me, at 832-1660 or 313-7216. I thank you for your attention to this matter.

encls.

cc: Derrick Cunningham, Sheriff

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Receipts, Agenda Pages 22-2 through 22-4, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED BID AWARD TO GULF ATLANTIC
CULVERT CO. INC., FOR METAL PIPE, BID NUMBER 53000-16B-037

Administrator Mims presented the following memorandum from Purchasing Manager Myrtle Singleton:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: September 19, 2016

RE: Invitation to Bid No. 53000-16B-037
Metal Pipe

I request approval of award on the above referenced Invitation to Bid, to the only bidder, Gulf Atlantic Culvert Co. Inc., in the amount of \$11,670.51, based on unit pricing for metal pipe, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

This will be a one (1) year contract, with the option to renew for two (2) years in one year periods. A price escalation may be allowed, but shall not exceed 5% per year.
Coordination of award made with George Speake, County Engineer.

Attachment

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Bid Tabulation and Contractual Agreement, Agenda Pages 23-2 through 23-5, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED BID AWARD TO GULF STATES DISTRIBUTORS FOR
ITEM NUMBERS 1, 2, 3, 4, 5, 6, 8 AND 11; AND BID AWARD TO AZAR'S UNIFORM
/GALLS, LLC FOR ITEM NUMBERS 7, 9, 10 AND 12 REGARDING FOOTWEAR, BID
NUMBER 52110-16B-038

Administrator Mims presented the following memorandum from Purchasing Manager Myrtle Singleton:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: September 19, 2016

RE: Invitation to Bid No. 52110-16B-038
Footwear

I request approval of award on the above referenced Invitation to Bid to Gulf States Distributors for item number 1,2,3,4,5,6,8 and 11 in the amount of \$11,672.80, based on unit pricing; Azars Uniform for item number 7,9,10 and 12 for the amount of \$5,910.00, based on unit pricing, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

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

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Spreadsheet and Contractual Agreements, Agenda Pages 24-2 through 24-7, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF INVOICE FROM GOODWYN, MILLS AND CAWOOD, INC., IN THE AMOUNT OF \$10,000 REGARDING ALTA/NSPS BOUNDARY SURVEY FOR A 37 ACRE PARCEL OF LAND IN MONTGOMERY INDUSTRIAL PARK CONCERNING PROJECT RUMBA (GERHARDI, INC.)

Administrator Mims presented the following memorandum:

October 13, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Payment of Invoice from Goodwyn, Mills and Cawood, Inc., regarding
ALTA/NSPS Boundary Survey for Project RUMBA Montgomery County
Industrial Park

The Montgomery County Commission, at its meeting on October 3, 2016, agreed to place on the next agenda payment of Invoice from Goodwyn, Mills and Cawood, Inc., regarding

ALTA/NSPS Boundary Survey for Project RUMBA Montgomery County Industrial Park in the amount of \$10,000.

I am requesting that the County Commission approve payment of this invoice.

Attachment

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Invoice and Land Title Survey Proposal, Agenda Pages 25-2 through 25-4, are attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Administrator Mims requested approval of Budget Change Request Number 1, Appraisal Department.

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 26-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 3 FOR \$8,000 TO AUM DIXIE BASEBALL LEAGUE FOR BASEBALL PROGRAMS

Administrator Mims requested approval of Budget Change Request Number 3, County Commission Appropriations.

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 27-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUEST FOR CORRECTIONS OFFICER SERGEANT (CO0421), POSITION NUMBER 53

Administrator Mims presented the following memorandum:

October 13, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Request for Detention Facility

The Montgomery County Commission, at its meeting on October 3, 2016, agreed to place on the next agenda a Position Fill Request for Corrections Officer Sergeant (CO0421), Position Number 53, from the Detention Facility.

I am requesting approval of this item.

Attachment

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 28-2, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUEST FOR DEPUTY SHERIFF TRAINEE (CO0430)/DEPUTY SHERIFF (CO0431), POSITION NUMBER 93

Administrator Mims presented the following memorandum:

October 13, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Request from Sheriff's Office

The Montgomery County Commission, at its meeting on October 3, 2016, agreed to place on the next agenda a Position Fill Request for Deputy Sheriff Trainee (CO0430)/Deputy Sheriff (CO0431), Position Number 93 from the Sheriff's Office.

I am requesting approval of this item.

Attachment

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 29-2, is attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED POSITION FILL REQUEST FOR IT ENGINEER SYSTEMS (CO272), POSITION NUMBER 220272002

Administrator Mims presented the following memorandum from Chief Information and Technology Officer Lou Ialacci:

MEMORANDUM

To: County Commission

From: Lou Ialacci

CC: Donnie Mims, Florence Cauthen, Tammy Nix

Date: September 27, 2016

Re: Position Fill Request for Information Systems

The position of IT Engineer Systems in the Information Systems Department was vacated August 31, 2016 when Pat Richards retired. This is a critical position needed to maintain existing applications and implement new systems. The position is in the FY 2017 budget.

Position Title:	IT Engineer/Systems
Position number:	22027200
Proposed Effective Date:	12-01-16
Type of Appointment:	Permanent
Recruiting:	Open and Competitive Register
Pay Grade:	A09, Step 1 at \$50,657

The electronic copy has been initiated. I request the Position Fill Request be placed on the October 3, 2016 Briefing Memo for the work session as a future agenda item.

Thank you for your consideration.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 30-2, is attached to these Minutes.)

PARKS AND RECREATION DEPARTMENT – APPROVED ESTABLISHMENT AND ALLOCATION OF A PARKS AND RECREATION DIRECTOR POSITION AND RELATED POSITION FILL REQUEST

Administrator Mims presented the following memorandum from Deputy Administrator Florence Cauthen:

September 29, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence Cauthen
Deputy Administrator

SUBJECT: Parks and Recreation Department

At the request of County Administrator Donald Mims, Personnel is reviewing the Parks and Recreation Department. Personnel has recommended the establishment of a position for a Parks and Recreation Director and will continue its review of the Department to determine the appropriate position to support the Director.

I request that the establishment and allocation of a Parks and Recreation Director and related position fill request (to be opened promotional only to allow the County to promote from within), subject to approval by the City-County Personnel Board, be placed on a future agenda.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Job Description, Agenda Pages 31-2 through 31-4, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (8)

Administrator Mims recommended the following Travel/Training Requests for approval by the Commission:

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. Revenue Commissioner's Office	Request Number 2
2. Sheriff's Office	Request Numbers 3, 4, 5, and 6
3. Appraisal Department	Request Number 1
4. Community Corrections	Request Numbers 1 and 2

Commissioner Williams made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Travel Training Requests, Agenda Pages 32-1 through 32-8, are attached to these Minutes.)

WAIVE RULES

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

SHERIFF'S OFFICE – APPROVED EDUCATIONAL GRANT COOPERATIVE
AGREEMENT WITH MID-SOUTH RESOURCE CONSERVATION & DEVELOPMENT
COUNCIL, INC., REGARDING MONTGOMERY COUNTY SHERIFF'S OFFICE YOUTH
LEARNING EDUCATION AND CONSERVATION PROGRAM

Administrator Mims presented the following memorandum from Sheriff Derrick Cunningham:

October 5, 2016

MEMORANDUM

To: Mr. Elton Dean, Chair, and Montgomery County Commission

From: Derrick Cunningham, Sheriff, Montgomery Co. Sheriff's Office

Subject: RC & D Council Grant

The Montgomery County Sheriff's Office has been awarded \$5,930.00 from the Mid-South RC & D Council, we are requesting your approval of the Educational Grant Cooperative Agreement.

The contract is between the Mid-South RC & D Council and the Montgomery County Sheriff's Office herein referred to in the attached document as "Council" and the Montgomery County Sheriff's Office, referred to in the attached document as "Grantee".

I am requesting that this item be placed on the agenda of the October 17, 2016 meeting for approval and signature of the Chair of the County Commission.

Should you have any questions or require additional information, I can be reached at 832-1660 or 313-7216. I thank you in advance for your attention to this matter.

encls.

cc: Regina Walker: Grant Manager

End of Memorandum

Commissioner Williams made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 33-2 through 33-5, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 6LEL (FY2016 - \$10,000)

Administrator Mims presented the following memorandum from Sheriff Derrick Cunningham:

October 6, 2016

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT: Homeland Security Grant
6LEL Grant - \$10,000

I am requesting that the County Commission approve the above-mentioned Cooperative Grant Agreement at the October 17th Commission meeting. After the grant is approved, please have Chairman Dean sign the agreements. Please return both of the original signed copies to Regina Walker, Grant Manager.

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

encls.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Letter and Agreement, Agenda Pages, 34-2 through 34-13, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 6FIL (FY2016 - \$18,676)

Administrator Mims presented the following memorandum from Sheriff Derrick Cunningham:

October 6, 2016

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT: Homeland Security Grant
6FIL Grant - \$18,676

I am requesting that the County Commission approve the above-mentioned Cooperative Grant Agreement at the October 17th Commission meeting. After the grant is approved, please have Chairman Dean sign the agreements. Please return both of the original signed copies to Regina Walker, Grant Manager.

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

encls.

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Letter, Agreement and Worksheet, Agenda Pages, 35-2 through 35-15, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AND ACCEPTED GRANT AWARD FROM THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS FOR THE JUSTICE AND MENTAL HEALTH COLLABORATION PROGRAM

Administrator Mims presented the following memorandum from Grant Manager Regina Walker:

October 11, 2016

MEMORANDUM

To: Elton Dean, Chair, Montgomery County Commission

From: Regina Walker, Grant Manager
Montgomery County Sheriff's Office

Subject: Acceptance of the Department of Justice, Justice and Mental Health Grant

The Montgomery County Sheriff's Office has been awarded a Justice and Mental Health Grant from the U. S. Department of Justice, Office of Justice Programs. We are requesting your approval and acceptance of this grant in the amount of \$175,926 with a \$36,000 (in-kind match) and the terms and special conditions, (please see attached award document). I am requesting that this item be placed on the agenda for the October 17th meeting for approval and signature of the Chair of the County Commission.

Should you have any questions or require additional information, please contact me, at 832-1660 or 313-7216. I thank you for your attention to this matter.

encls.

cc: Derrick Cunningham, Sheriff

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Letters, Grant, Memorandum, and Grant Project Summary, Agenda Pages 36-2 through 36-18, are attached to these Minutes.)

PARKS AND RECREATION DEPARTMENT – APPROVED EDUCATIONAL GRANT
COOPERATIVE AGREEMENT WITH MID-SOUTH RESOURCE CONSERVATION
& DEVELOPMENT COUNCIL, INC., REGARDING FLATWOOD PARK & COMMUNITY
CENTER

Administrator Mims presented the following memorandum from Deputy Administrator Florence M. Cauthen:

October 13, 2016

MEMORANDUM

To: Montgomery County Commission

From: Florence M. Cauthen
Deputy Administrator

Subject: Mid-South RC&D Council Educational Grant Cooperative Agreement

The attached Mid-South RC&D Council Educational Grant/Cooperative Agreement in the amount of \$10,400 for outdoor exercise equipment for Flatwood Park and Community Center was received on October 3, 2016.

I am requesting that the County Commission waive rules and approve the Agreement at its meeting on October 17, 2016, to ensure receipt of the funds and to expedite completion of the project.

Attachment

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Agreement, Agenda Pages 37-2 through 37-4, is attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION CONGRATULATING H.
COUNCILL TRENHOLM STATE TECHNICAL COLLEGE FOR THEIR 50TH
ANNIVERSARY

Administrator Mims presented the following memorandum and Resolution from Public Affairs Director DiDi Henry:

MEMORANDUM

October 11, 2016

To: County Commission

From: DiDi Henry
Public Affairs Director

RE: Request for Waive Rules – Resolution for Trenholm State Technical College

Commissioner Jiles Williams, Jr. has requested that a resolution be presented to Trenholm State Technical College to commemorate the school's 50th anniversary celebration on October 20th. I am requesting that the Commission waive rules and add this to the October 17, 2016 agenda. Thank you.

End of Memorandum

RESOLUTION

WHEREAS, H. Councill Trenholm State Technical College was one of several public postsecondary occupational education institutions authorized by the Alabama State Legislature on May 3, 1963; and

WHEREAS, construction on the 35-acre site, located at 1225 Air Base Boulevard, began August 19, 1965, and was completed August 8, 1966, at a cost of approximately \$1.2 million. The physical plant was initially comprised of an administration building and four shop buildings and

WHEREAS, the College was named for the late Dr. Harper Councill Trenholm, a past president of the neighboring Alabama State University; and

WHEREAS, Trenholm State Technical College opened its doors in August 1966 and continue to grow through the years; and

WHEREAS, on April 27, 2000, the Alabama State Board of Education, upon the recommendation of the Chancellor of Postsecondary Education, approved a merger between H. Councill Trenholm State Technical College and John M. Patterson State Technical College; and

WHEREAS, on April 26, 2001, the Alabama State Board of Education voted to name the newly created entity H. Councill Trenholm State Technical College. The College maintains two campuses: the Patterson Campus and the Trenholm Campus; and

WHEREAS, both campuses of H. Councill Trenholm State Community College are presently accredited independently by The Accrediting Commission of The Council on Occupational Education; and

WHEREAS, today, Trenholm has approximately 1,600 students representing Montgomery, Lowndes, Elmore, Autauga, Macon and Bullock Counties and pursuing 28 associate degree programs; and

WHEREAS, the mission of the school is to provide accessible educational opportunities, including credit and non-credit courses and certificates, for career preparation, advancement, and life-long learning as well as to promote economic growth and enhance the quality of life for residents of Central Alabama; and

WHEREAS, H. Councill Trenholm State Technical College is celebrating its 50th anniversary of distinguished service to the community,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby extend congratulations to H. Councill Trenholm State Technical College for their 50th anniversary and commend them for providing excellence in educational opportunities for students throughout the River Region.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 17th day of October, 2016.

End of Resolution

Commissioner Williams made a motion to adopt the resolution. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

COUNTY COMMISSION – ADOPTED RESOLUTION PROCLAIMING THE MONTH OF OCTOBER AS BULLYING PREVENTION MONTH

Administrator Mims presented the following memorandum and Resolution from Public Affairs Director DiDi Henry:

MEMORANDUM

October 5, 2016

To: Montgomery County Commission

From: DiDi Henry, public affairs director

RE: Request for Waived Rules Item- Resolution for Bullying Prevention Month in October

The River Region ROCK (Respect Others. Create Kindness) Task Force has requested a resolution from the Commission proclaiming the month of October as *Bullying Prevention Month*. Because of the time constraints, I am asking that the Commission waive rules and allow this item to be placed on the October 17, 2016 agenda.

Thank you for your consideration.

End of Memorandum

RESOLUTION

WHEREAS; bullying is defined as unwanted, aggressive behavior that involves a real or perceived power imbalance, which takes place more than once or in a pattern; and

WHEREAS, bullying includes teasing, name calling, taunting, threatening to cause harm, leaving someone out on purpose, spreading rumors, embarrassing someone in public, hitting, kicking, pinching, tripping or pushing, and/or breaking or stealing someone's things; and

WHEREAS, between one and four U.S. students say they have been bullied at some point in school; and

WHEREAS, cyberbullying, or bullying that takes place online, via social media or other electronic communications, impacts 20% or more of middle school students; and

WHEREAS, in recent years, the connection between bullying and suicide has become more evident as bullying victims have taken their own lives in order to escape being further victimized; and

WHEREAS, bullying victims are between two to nine times more likely to consider suicide than non-victims, according to studies at Yale University; and

WHEREAS, in 2011, Montgomery Public Schools, the Stamp Idea Group, and the Family Sunshine Center came together to develop a plan to raise awareness about bullying within the Montgomery Public Schools system, other schools in the River Region and in the community in general; and

WHEREAS, on October 12, 2011, members of the ROCK Steering Committee kicked off the beginning of a ROCK public awareness campaign, the start of a community-wide effort to teach River Region children and youth the value of respecting others and creating kindness; and

WHEREAS, in June 2013, the ROCK Steering Committee established a task force made up of more than 60 school- and community-based, governmental and faith community representatives

whose mission is to end bullying behavior and promote acts of kindness among elementary and middle school children and youth; and

WHEREAS, October is the time set outside nationally to raise awareness about and promote prevention of bullying;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby proclaim the month of October as *Bullying Prevention Month* in Montgomery County, and encourages citizens thereof to promote kindness and respect in their homes, schools, neighborhoods and communities.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 17th day of October, 2016.

End of Resolution

Vice Chairman Harris made a motion to adopt the resolution. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

COUNTY COMMISSION – ADOPTED RESOLUTION IN SUPPORT OF PROPOSED CONSTITUTIONAL AMENDMENTS 3 AND 4

Administrator Mims requested adoption of a Resolution in Support of Proposed Constitutional Amendments 3 and 4.

Commissioner Walker made a motion to adopt the Resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Resolution and Amendments 3 and 4, Agenda Pages 40-1 through 40-4, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION IN SUPPORT OF PROPOSED CONSTITUTIONAL AMENDMENT 14

Administrator Mims requested adoption of a Resolution in Support of Proposed Constitutional Amendment 14.

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Resolution and Amendment 14, Agenda Pages 41-1 and 41-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED BUDGET CHANGE NUMBER 4 IN THE AMOUNT OF \$5,000 TO THE RIVER REGION UNITED WAY FOR SERVICES IN MONTGOMERY COUNTY

Administrator Mims requested approval of Budget Change Request Number 4, County Commission Appropriations.

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 42-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Administrator Mims requested approval of Budget Change Request Number 1, Engineering Department.

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 43-1, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Montgomery County Extension Coordinator Jimmy Smitherman reminded the Commission that the Farm-City Family Festival event will be held in Pike Road on Monday, October 17, 2016 from 4:00 pm to 6:30 pm. He stated that Deputy Dave of the Montgomery County Sheriff's Office will be there to greet the children. He invited everyone to come out to the event.

Bishop Jimmy Lee Sawyer of Mathew Church of God spoke to the Commission about his concerns for a speeding problem on Wares Ferry Road. Bishop Sawyer stated that he would like for someone to contact the Governor in reference to this issue because it is a serious problem. Chairman Dean asked what the speed limit is in that area, and Bishop Sawyer stated that he thinks it is 45 mph. Commissioner Hall stated that since it is in a school area, it might be rezoned as a school zone. Chairman Dean also asked Bishop Sawyer if he had a petition signed by concerned citizens. Bishop Sawyer stated he has a petition with approximately 2000 signatures. Chairman Dean then advised Bishop Sawyer to submit the petition to either State Representative Dick Brewbaker or to the Governor's office because the county has no jurisdiction over a state road. Bishop Sawyer stated that he had hand delivered a copy of the petition to Representative Brewbaker's office and also to the Governor's office. He stated that he is asking for the Commission's support because he would like the media to report on the issue, which might result in action being taken.

Grant Manager Regina Walker with the Montgomery County Sheriff's Office reminded everyone that the annual Halloween Spooktacular 2016 will be held on Monday, October 31, 2016, from 6:00 pm to 8:00 pm at the Alcazar Shriner's Temple. She thanked the Commission for all their support and invited them to attend the event.

Emerge Montgomery President Ashley Taylor thanked the Commission for their support and then introduced several other members of Emerge. Ms. Taylor thanked the Commission for highlighting young professionals in our community and for all they do to better our communities. She also invited everyone to come to the Camellia Bowl this year where they will be presenting the Mayor's Cup to a high school student who has performed well in school this year.

Commissioner Hall said Roll Tide and then thanked members of the River Region United Way for all they do. He also commended River Region United Way Campaign Chair Bill Wallace for taking on the job of chairperson of the United Way. He stated it was a fulfilling job but demanding and time consuming.

Commissioner Williams stated good morning to everyone. He also recognized Mr. Wallace and stated that he looked forward to working with him and the River Region United Way.

Commissioner Walker greeted everyone and stated that as a graduate of Troy State University, she had hoped that one year Troy State would be playing in the Camellia Bowl. Troy's success this year has resulted in Troy "overshooting" the Camellia Bowl. She thanked Emerge Montgomery for coming and for the great work they do in the Montgomery area. She stated that organizations like Emerge are the key to recruiting and keeping young professional millennials in Montgomery.

Chairman Dean also thanked Emerge Montgomery for attending the meeting. He stated that the Commission would like for the organization to stay grounded in Montgomery and continue their great work. Chairman Dean stated that Montgomery is a great place to live and that he was thankful for all who work hard to help make it a success. He also thanked River Region United Way Chair Bill Wallace for coming.

Vice Chairman Harris said good morning and thanked everyone for coming. He also thanked Emerge Montgomery representatives for attending the meeting. He commended the group for the outstanding work they are doing. Vice Chairman Harris stated that when the organization was first established, he was too old to join but he joined other community organizations like Leadership Montgomery. He stated that he hoped that they will continue to grow and produce great leaders for the state of Alabama.

ADJOURNMENT

Commissioner Williams made a motion to adjourn the meeting of the Montgomery County Commission on October 17, 2016, at 10:31 a.m. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 9-30-16

Check Number	To	Check Number
263745		263800
Total Checks Paid		\$51,171.83

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 9-30-16

Check Number	To	Check Number
263801		263888
Total Checks Paid		\$248,808.21

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-7-16

Check Number	To	Check Number
263889		263949
Total Checks Paid		\$627,274.68

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

OCT 17 2016

10-17-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-7-16

Check Number	To	Check Number
263950		264057
Total Checks Paid		\$538,282.48

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

AGENDA**OCT 17 2016**

CHECKS ARE DATED
9/30/16

Payroll Check Number	126403	To	Payroll Check Number	126466	\$ 58,938.65
Direct Deposits					\$ 949,205.17
Payroll Check Number	126467	To	Payroll Check Number	126479	\$ 210,025.16
Direct Deposits					\$ 65,790.84
Federal Deposits					\$ 352,344.59
Total Payroll Paid					\$ 1,636,304.41

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

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT

Fiscal Year 2016 – 2017

The Alabama Department of Youth Services hereby awards to

Montgomery County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of Four hundred ninety thousand and no/100 dollars (\$490,000.00).

These funds shall be used for non-residential services for Montgomery County youth who would otherwise be committed to the Department of Youth Services. As a result of the interventions funded by these monies, the parties expect that Montgomery County will eliminate commitments to DYS (including HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses) by diverting **50+ youth annually.**

These funds shall be utilized for the following purpose/activities:

The Montgomery County Davis Treatment Center (DTC) is a day and evening program for medium to very high risk youth. DTC provides the following services: individualized treatment plans, GED and academic remediation, case management, Parenting Skills, individual, group and family counseling, job search/placement assistance, vocational training, transportation, and aftercare. Montgomery Co Juvenile Court and the Montgomery Co Commission shall contract with The Bridge, Inc. to administer these services.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (HIT or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
 - **Males and/or Females between the ages of 12-18**
 - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- In order to ensure that the program only serves youth who would have otherwise been committed to DYS, youth with the following characteristics only will **not** be eligible for participation:
 - Youth charged with harassment, simple assault, first time misdemeanors, or drug/alcohol offenses
 - Status offenders
- Be developed by or in collaboration with the **Montgomery County Juvenile Court (MCJC)**;
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program;
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.

- Produce an annual report (required form available on DYS website) by November 30, that includes the following information, at a minimum:
 - A narrative description of each program funded by the grant
 - Annual summary of participant data
 - A description of the program's efforts to evaluate its own effectiveness, along with a summary of the results of all such evaluations.

Each such completed annual report shall be made available to the Alabama Department of Youth Services, in addition to quarterly reports (if requested by DYS). Decisions about renewing grants may be made based on the court's ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or HIT.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the applicable rules, regulations and conditions as set forth by the Department. Both MCJC and DYS acknowledge that this Award may be terminated at will by MCJC or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds and/or Medicaid funds may be available to fund this program and have and/or will be applied to the total grant award. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will plan site visits (both announced and unannounced), and that all records pertaining to the program will be made available for review.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____

Steven P. Lafreniere
Executive Director

BY: _____

Legal Review
Approved as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the _____ day of _____, 2016.

BY: _____

Montgomery County Commission

**SOUTHEAST ALABAMA HIGHWAY SAFETY OFFICE
ENTERPRISE STATE COMMUNITY COLLEGE**

600 PLAZA DR. • P.O. BOX 1300 • ENTERPRISE, AL 36331 • PHONE # 334-347-2623 (EXT. 2289) • FAX # 334-393-9560

**Community Traffic Safety Program (CTSP)
Agreement for CTSP Grant Participation
Fiscal Period: October 01, 2016 – September 30, 2017**

This agreement is entered into by Southeast Alabama Highway Safety Office, located at Enterprise State Community College, hereinafter referred to as "SEAHSO", and the governing entity of the law enforcement department of the following: Montgomery County Commission, hereinafter referred to as "AGENCY", for official participation in the Southeast Region's Community Traffic Safety Program (CTSP) grant(s), and for 100% funded salary, plus allowable FICA fringe, for overtime traffic safety enforcement (and other time as approved by ADECA and/or SEAHSO), and for traffic enforcement/traffic safety equipment, dependent upon approval of applicable grant(s). The term of this contract will be from **October 01, 2016 through September 30, 2017; however, this contract period will not be the same as any grant's authorized spending period during the fiscal year.**

The United States Federal Government has set forth that NO entity may supplant funds or use Federal grant funds for budget relief of state, regional, county, city, local, or any other non-federal funds. Federal grant funds are intended for the purpose of providing monies for traffic enforcement/traffic safety activities conducted outside of the AGENCY's budgeted initiatives. According to the State of Alabama ADECA/LETS Subgrantee Administrative Manual, "Supplanting" is defined as, "to deliberately reduce State or local funds because of the existence of Federal funds."

Funding will be made available to the AGENCY through the CORE reporting website by SEAHSO as authorized by the Alabama Department of Economic and Community Affairs (ADECA). **This Agreement for CTSP Grant Participation is not a notice of grant approval, but is required for the AGENCY's receipt of CTSP grant funds and/or equipment once or if such become available. NO AGENCY** will be approved to receive traffic enforcement funding without having entered into this agreement with the Southeast Alabama Highway Safety Office located at Enterprise State Community College. Once a grant is approved by ADECA, applicable funding allocations under such grant will then be awarded by SEAHSO, to AGENCY's that meet all funding requirements, and have submitted all required documentation. If an AGENCY is awarded traffic enforcement funds, the fund dates and amount will be recorded on the CORE reporting website. Information such as hotspot locations, will be given to qualifying agencies. Any adjustments in funding will be done through the CORE reporting website by the SEAHSO.

During the applicable grant period(s), AGENCY grant expenditures will be evaluated by SEAHSO to determine if the AGENCY would likely utilize allocated funds before the end of a grant's authorized work period. Any funds determined to be surplus may be transferred to other agencies that can utilize the funds by SEAHSO through the CORE reporting website. The AGENCY should inform SEAHSO as soon as possible, if any grant funds will likely not be expended, for voluntary release of such funds. The sooner the notification, the sooner SEAHSO may transfer such funds elsewhere to be utilized. SEAHSO and/or ADECA have the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by SEAHSO and/or ADECA.

Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed. ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; (1.) Agreement with SEAHSO, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE signed contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy or electronic image of every citation and warning citation claimed on the grant, (6.) time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant, (7.) City/County overtime policy. Any agency claiming reimbursement for overtime hours worked, should have documentation on file to account for hours worked and traffic statistics claimed. The above mentioned paperwork should

be kept on file by each agency for no less than 3 years from the date of the claim. Each agency will be notified if a file audit is requested. Any agency that is unable to produce ALL forms required to verify the claims that have been submitted to the SEAHSO, will be required to refund ALL funds reimbursed on the grant in question.

The AGENCY agrees to utilize the CORE reporting website for ALL funding awards made by SEAHSO. Submission of reimbursement forms, other than those forms required by SEAHSO for the contract period, will result in return of an AGENCY's reimbursement claim for completion on the proper forms; and therefore, delay reimbursement to the AGENCY. Each different grant requires separate reimbursement forms and reports to be submitted to SEAHSO. Combining information from different grants into a claim will result in return of an AGENCY's reimbursement claim for correction; and therefore, delay reimbursement to the AGENCY.

Reimbursement claims (CORE forms or an email if no activity) are required to be submitted to SEAHSO once per month, preferably by the 10th of the month, whether grant activity occurred during the previous month or not, to allow SEAHSO to have an accurate account of activity in the region. Suspension of funds, until all documentation is properly completed by the AGENCY and received by SEAHSO, will occur for those departments not in compliance with program requirements.

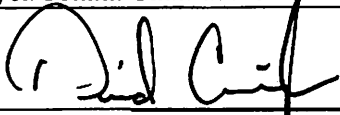
Each AGENCY which receives grant funding from SEAHSO agrees to submit an **In-Kind Match Form** to SEAHSO for the contract period. The CTSP must meet the required "In-kind" (Soft) Match as set forth by ADECA, for applicable federal grant(s). To ensure continued funding, each contracted law enforcement department, which receives federal grant funds from SEAHSO, is asked to contribute in some way towards this in-kind/soft match requirement.

The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of SEAHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. SEAHSO assumes no responsibility for the manner in which or means by which the AGENCY performs its activities pursuant to this agreement. SEAHSO enters into this agreement for the sole purpose of distributing grant funds and/or equipment made available by ADECA. The AGENCY agrees to hold SEAHSO harmless from any liability for any damages arising from any acts or omissions occurring in connection with the AGENCY's performance under this contract.

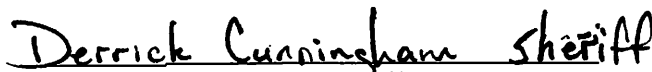
Signatures required:

Signature of AGENCY's **Authorizing Official**
(Mayor/Comm. Chair authorized to enter Agreement)

Printed Name of Authorizing Official and Title
(Mayor/Comm. Chair)



Signature of AGENCY's **Chief Law Enforcement Official**
(Chief of Police or Sheriff)



Printed Name of Chief LE Official and Title
(Chief/Sheriff)

Signature of AGENCY **Representative for SEAHSO**
(If applicable, as designated by Chief LE Official)

Printed Name of Representative for SEAHSO & Title

Signature of Regional Director
Southeast Alabama Highway Safety Office

Greg Adams

Printed Name of Regional Director

WRITTEN OVERTIME POLICY

SEAHSO acknowledges that the following is the minimum allowable documentation of the Overtime Policy of the GOVERNING ENTITY and may not be the total policy of the GOVERNING ENTITY. However, this signed portion of the Policy shall fulfill all requirements of SEAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes. Please fill-in and circle all below that best explains the policy used by your GOVERNING ENTITY.

TIME SHEETS: All hourly employees are required to record their hours worked on a time sheet.

PAY PERIOD: The normal pay period shall begin at 0000 (am / pm) on Monday and end at 2359 (am / pm) on Sunday.

HOURS OF WORK: A normal shift consists of 8 or 10 (depending on assignment) continuous hours.

OVERTIME PAY BEGINS:

- A. Overtime pay shall begin after _____ hours of continuous work for a given day.
- B. Overtime pay shall begin after _____ hours of work for a given PAY PERIOD.
- C. Overtime pay shall begin after 86 hours of work for a given (2) week period, if paid by-weekly.

PAID HOURS NOT WORKED: Paid hours not worked shall consist of time off for vacation days, holidays, allowable sick days, allowable personal days, bereavement days or other days as designated by the GOVERNING ENTITY. Said paid hours (shall / shall not) count as hours worked for purposes of "OVERTIME PAY BEGINS" above.

OVERTIME PAY RATE: Overtime pay rate shall be at the rate of 1.5 times the regular hourly rate of the employee as designated by the GOVERNING ENTITY.

If overtime status has not been reached for the pay period being submitted, the GOVERNING ENTITY (allows / does not allow) REGULAR TIME to be paid for hours worked during this pay period.

In the event that this policy is needed to apply to personnel that are paid on a Salary basis rather than an Hourly basis, the following shall apply: Payment for overtime hours worked on Traffic Safety Grants by Salaried Employees of the GOVERNING ENTITY shall be considered an exception to the normal Payroll Policies of the GOVERNING ENTITY and shall apply ONLY to overtime hours that are reimbursed by SEAHSO for Traffic Safety Projects.

To determine the "hourly rate" for Salaried Employees, their annual salary shall be divided by 2080 for such determination. The "hourly rate" thus determined shall then be used on Form 1 for that Employee. If a Salaried Employee must work more than 40 hours per week before being eligible for overtime, then their annual salary shall first be divided by the number of Pay Periods per year and then the result shall be divided by the expected number of hours per period before overtime begins to determine the "hourly rate". The GOVERNING ENTITY (allows / does not allow) salaried employees to receive overtime for traffic grant purposes.

It is the understanding of the below signed Chief Elected Official that this signed Policy shall fulfill all requirements of SEAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes in so far as it concerns payment of overtime funds as provided by the traffic safety grants covered by the Agreement for Overtime Funds even though it may or may not be the entire Overtime Policy of the GOVERNING ENTITY.

County Comm. Chair / Mayor _____ Date _____

Name of GOVERNING ENTITY _____

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-80-17

STATE OF ALABAMA

WHEREAS, the County Commission of Montgomery County, Alabama, is desirous of constructing or improving, by force account, by contractor or both, a section of roads included in the Montgomery County Road System and described as follows:

Resurfacing Flowers Road (CR-37) from the Bullock County line north to the Intersection with SR-110 (4.715 miles) and Macon County Road (CR-2) from the Intersection with SR-110 east to the Macon County Line (2.974 miles) for a total length of 7.689 miles.

Link Node and Location maps are attached.

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on this project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2016.

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

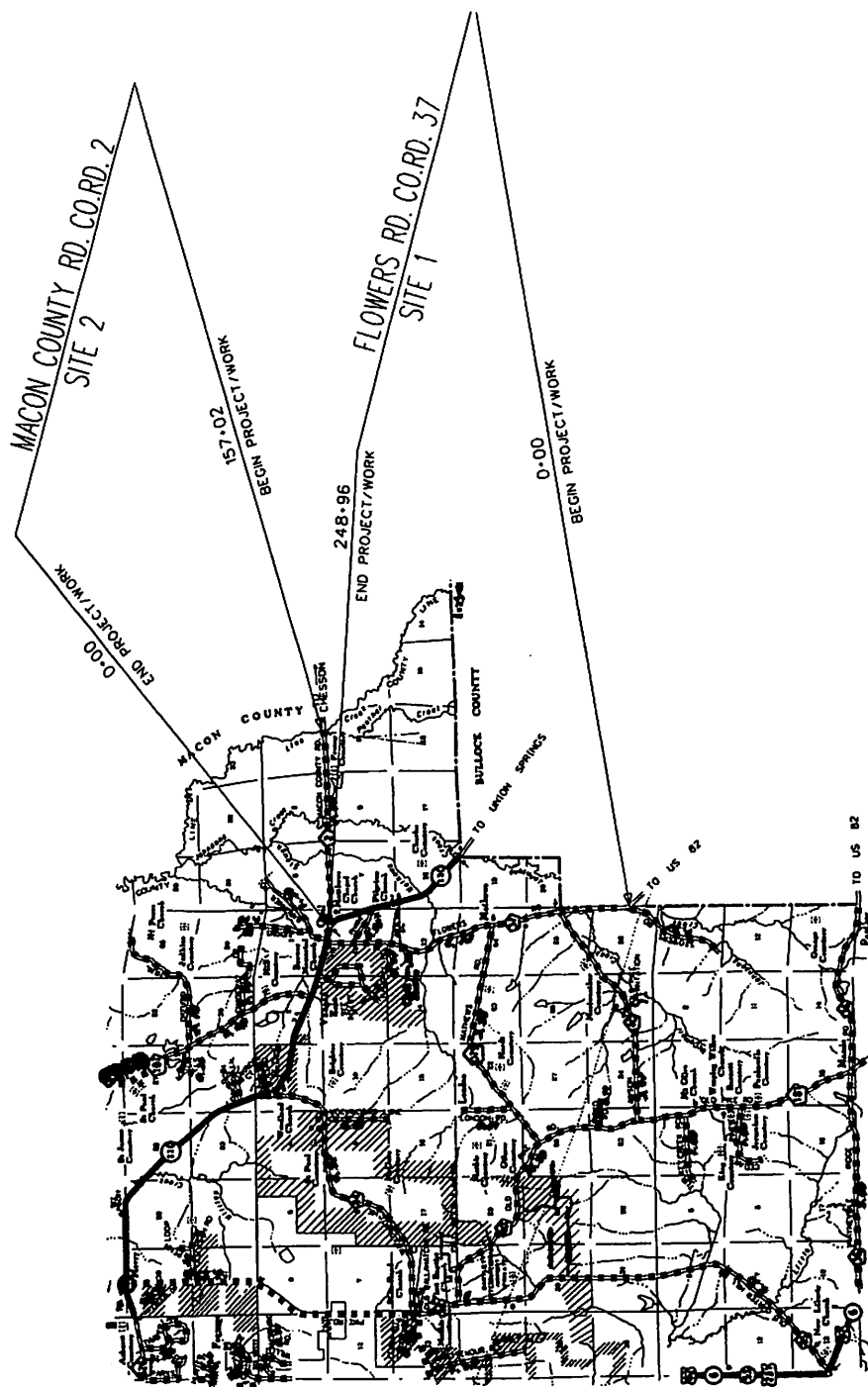
Daniel Harris, Jr., Vice Chairman

Jiles Williams, Jr., Member

Ronda M. Walker, Member

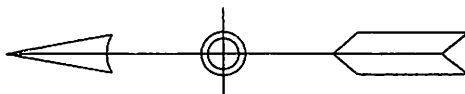
Andrew D. Hall, Member

LOCATION: SITE 1 : CR-37 (FLOWERS ROAD) FROM THE BULLOCK COUNTY LINE TO SR-110.
 SITE 2 : CR-2 (MACON COUNTY RD.) FROM SR-110 TO MACON COUNTY LINE.



T-15-N
 T-15-N

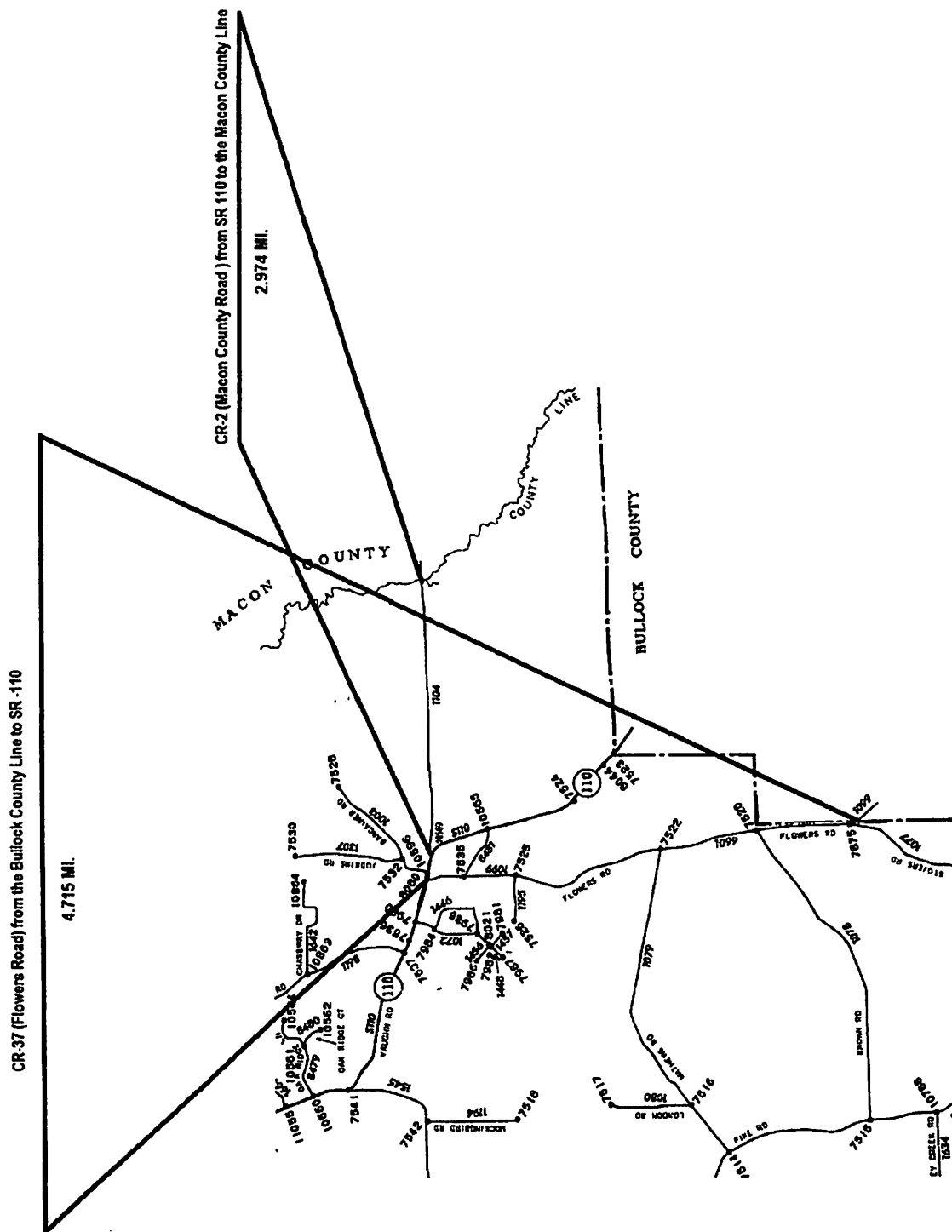
R-20-E R-21-E



3-3

Location Map Montgomery County
Project Length = 7.689

October 17, 2016 - Minutes of Regular Meeting
Montgomery County Commission



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
Engineering Department
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190
www.mc-ala.org

September 27, 2016

Mr. D.E. Phillips, Jr., P.E.
State County Transportation Engineer
Bureau of County Transportation
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, AL 36110

**RE: PROJECT NO. MCP 51-80-17
RESURFACING FLOWERS ROAD (4.715 MILES) AND
MACON COUNTY ROAD (2.974 MILES)
MONTGOMERY COUNTY**

Dear Mr. Phillips:

This is to advise you of the Montgomery County Commission's intent to apply for Federal Aid funds for the construction of the above referenced project.

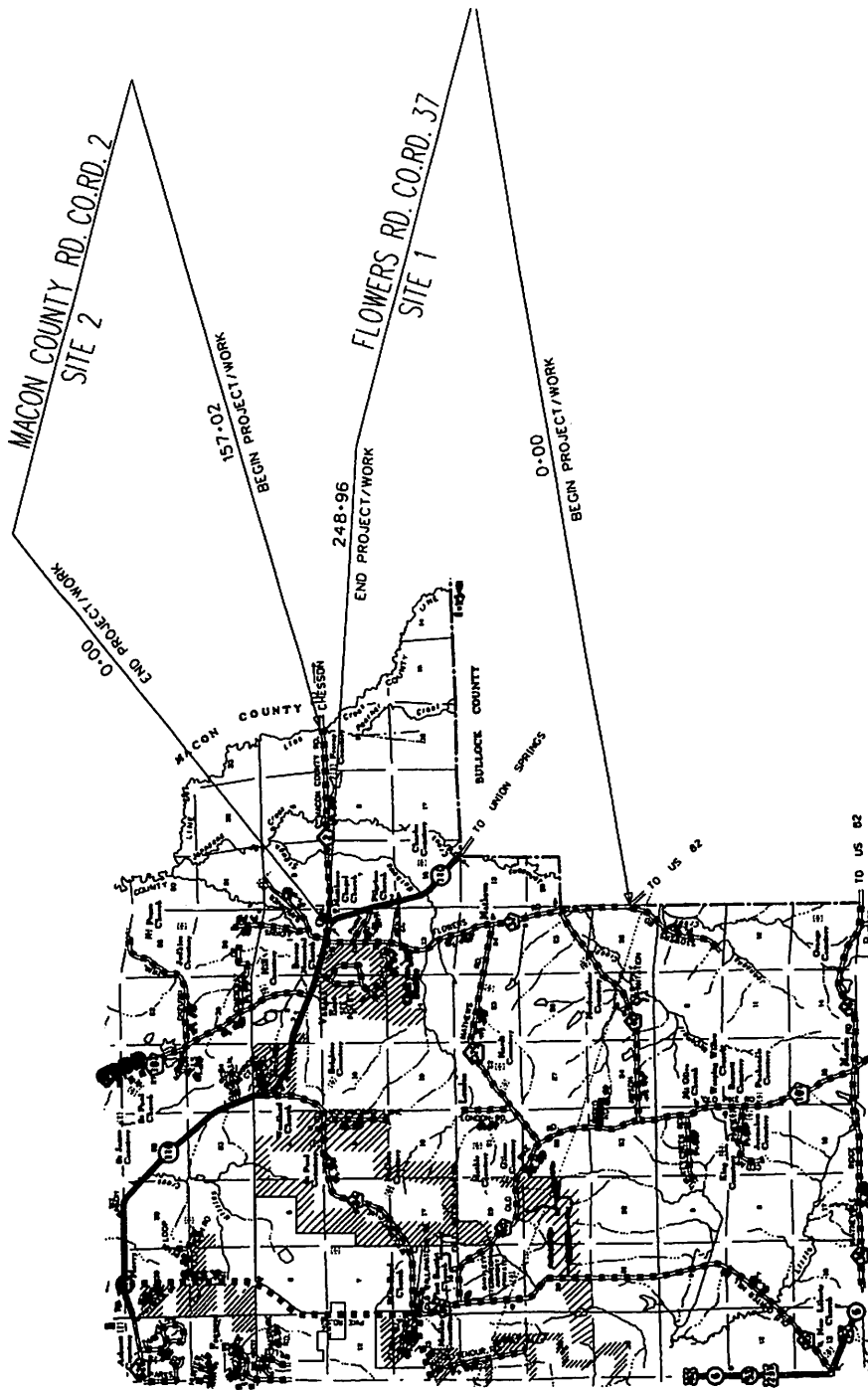
It is respectfully requested that the Alabama Department of Transportation notify the proper reviewing agencies to this effect.

Sincerely,

Elton N. Dean, Sr.
Chairman
Montgomery County Commission

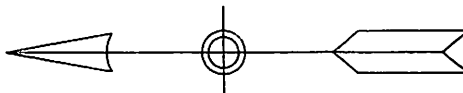
END/GCS/jmk
Location Map Attached
C: File

LOCATION: SITE 1: CR-37 (FLOWERS ROAD) FROM THE BULLOCK COUNTY LINE TO SR-110.
 SITE 2 : CR-2 (MACON COUNTY RD.) FROM SR-110 TO MACON COUNTY LINE.



T-16-N
 T-15-N

R-20-E R-21-E



43

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 1816

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

September 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator *fmc*

SUBJECT: MYF Medical Services Contract

I request that the attached contract for medical services to be provided by Adedoyin Dosunmu-Ogunbi, M.D., for the Montgomery Youth Facility be placed on a future agenda for approval. The contract will be for a term of one year from October 1, 2016, through September 30, 2017.

As requested by Dr. Ogunbi, the contract includes an increase in the monthly fee from \$3,941.66 to \$4,335.83. The increase restores his compensation to the amount he was paid prior to the downturn in the economy in 2008.

Juvenile Court Administrator Bruce Howell supports the fee increase and contract for Dr. Ogunbi.

DOYIN OGUNBI, M.D., LLC
INTERNAL MEDICINE
1722 PINE STREET, SUITE 1005
MONTGOMERY, AL 36106

TELEPHONE (334) 288-1916

FAX (334) 284-1826

Mr. Donald L. Mims,
Administrator Montgomery County Commission,
P.O. Box 1667,
Montgomery, AL 36102

September 20, 2016

Dear Sir,

Re: Montgomery County Youth Facility contract

It has certainly been a pleasure and a blessing working at the Montgomery County Youth Facility over the last 10 years, helping to see to the healthcare needs of the young men and women at the facility. You will recall that at a time of financial difficulty for the County, we agreed to a 10 percent reduction in the compensation provided by the contract. At this time, I am requesting the reinstatement of the 10% amount that was cut. In other words, I am requesting a 10% increase in the current compensation provided by the contract. Thank you for considering this request.

Yours faithfully,



Adedoyin Dosunmu-Ogunbi

Enclosures

cc: Elton Dean, Chairman Montgomery County Commission

PERSONAL SERVICES CONTRACT

The Montgomery County Commission hereby enters into a personal services contract with Adedoyin Dosunmu-Ogunbi, M.D., to provide medical services for youth detained at the Montgomery County Youth Facility. This contract is for the period October 1, 2016 through September 30, 2017 for \$52,029.91.

Dr. Ogunbi agrees to provide seven (7) days a week of medical services. Dr. Ogunbi, or his associates, will provide, personally, a minimum of two (2) days per week coverage with nurse coverage seven (7) days a week. Dr. Ogunbi will be responsible for retaining and providing this nurse coverage. Dr. Ogunbi agrees to supply LPN services six (6) hours per week; and LPN services two (2) hours on the weekend.

The nurse will keep any records required by the Juvenile Detention Director, attend to the medical needs of the detainees, provide staff training in medical areas, and provide personal hygiene training to the detainees. Additional duties are listed in the attached job description.

Dr. Ogunbi, or his associates, in addition to providing two (2) days per week coverage in the facility, will be on-call seven (7) days a week to handle emergency situations.

Dr. Ogunbi, or his associates, will keep any records required by the Juvenile Detention Director, and/or the Juvenile Court Administrator, and attend to the medical needs of the detainees.

The Montgomery County Commission will provide necessary medical supplies and instruments needed by the doctor/nurse in carrying out his/her duties.

The Montgomery County Commission will pay Dr. Ogunbi monthly upon the submission of proper invoice at the rate of \$4335.83 per month for services provided at the Montgomery County Youth Facility.

5-4

When referred to Dr. Ogunbi's personal office detainee's will be seen and released within (2) hours, unless such illness requires lengthy attention.

The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) of 2003 is to ensure a safe, humane, and secure environment, free of threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/ Contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer or the Juvenile Detention Director. Dr. Ogunbi and his staff will report all suspicion of sexual abuse or sexual harassment immediately.

This contract can be terminated by either party giving thirty (30) days written notice to the other.

9/28/16
Date


Dr. Adedoyin Dosunmu-Ogunbi

Date

Bruce R. Howell
Juvenile Court Administrator

Date

Elton Dean, Sr., Chairman
Montgomery County Commission

PERSONAL SERVICES CONTRACT

The Montgomery County Commission hereby enters into a personal services contract with Adedoyin Dosunmu-Ogunbi, M.D., to provide medical services for youth detained at the Montgomery County Youth Facility. This contract is for the period October 1, 2015 through September 30, 2016 for \$47,299.92.

Dr. Ogunbi agrees to provide seven (7) days a week of medical services. Dr. Ogunbi, or his associates, will provide, personally, a minimum of two (2) days per week coverage with nurse coverage seven (7) days a week. Dr. Ogunbi will be responsible for retaining and providing this nurse coverage. Dr. Ogunbi agrees to supply LPN services six (6) hours per week; Nurse Practitioner or RN services six (6) hours per week; and LPN services two (2) hours on the weekend.

The nurse will keep any records required by the Juvenile Detention Director, attend to the medical needs of the detainees, provide staff training in medical areas, and provide personal hygiene training to the detainees. Additional duties are listed in the attached job description.

Dr. Ogunbi, or his associates, in addition to providing two (2) days per week coverage in the facility, will be on-call seven (7) days a week to handle emergency situations.

Dr. Ogunbi, or his associates, will keep any records required by the Juvenile Detention Director, and/or the Juvenile Court Administrator, and attend to the medical needs of the detainees.

The Montgomery County Commission will provide necessary medical supplies and instruments needed by the doctor/nurse in carrying out his/her duties.

The Montgomery County Commission will pay Dr. Ogunbi monthly upon the submission of proper invoice at the rate of \$3,941.66 per month for services provided at the Montgomery County Youth Facility.

When referred to Dr. Ogunbi's personal office detainee's will be seen and released within (2) hours, unless such illness requires lengthy attention.

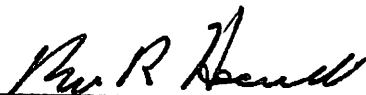
The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) of 2003 is to ensure a safe, humane, and secure environment, free of threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/ Contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer or the Juvenile Detention Director. Dr. Ogunbi and his staff will report all suspicion of sexual abuse or sexual harassment immediately.

This contract can be terminated by either party giving thirty (30) days written notice to the other.

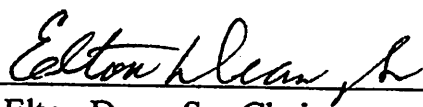
October 2nd 2015
Date


Dr. Adedoyin Dosunmu-Ogunbi

2/23/14
Date


Bruce R. Howell
Juvenile Court Administrator

February 16, 2016
Date


Elton Dean, Sr., Chairman
Montgomery County Commission

MONTGOMERY COUNTY YOUTH FACILITY
DUTIES OF THE DOCTOR
(Revised 10/1/2015)

The position of Doctor/Designated Health Authority at the Montgomery County Youth Facility is under a personal services contract:

THE DUTIES OF THE DOCTOR ARE:

To assess medical problems of youth detained at the Montgomery County Youth Facility and how to address medical problems noted and to provide follow up, and emergency treatment plans.

To issue and order prescribed prescriptions as deemed needed. Where possible, use medications on hand and generic brands. Assist in the ordering of medical supplies where needed.

To screen all medications to be administered to youth in custody.

To hold "sick-call" for detained youth.

To conduct medical education training, or have nurse, for youth and staff.

To keep accurate medical records of youth as required.

To assist in file and documentation as needed/required for licensure, annually review medical standards, and medical protocols.

To be available on-call for medical consultation in emergency situations.

To perform medical histories for all detained youth admitted to the Montgomery County Youth Facility.

To submit medical records to Montgomery County officials on detained youth.

To sign off on or confirm the practices of the nurse and sign off on their duties.

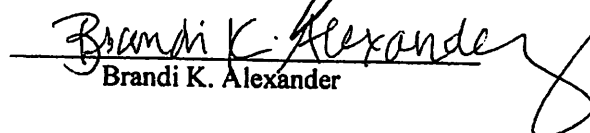
To keep current appropriate state and federal licensure, certification, or registration requirements and restrictions applicable to personnel who provide health care services to juveniles and to provide the same for the files.

To keep current written standing or direct/post orders for staff and assistants.

October 2nd 2015
Date:

October 2, 2015
Date:


Dr. Adedoyin Ogundiji, MD


Brandi K. Alexander

MONTGOMERY COUNTY YOUTH FACILITY
DUTIES OF THE NURSE
(Reissued 10/1/2015)

The position of nurse at the Montgomery County Youth Facility is under a personal services contract.

THE DUTIES OF THE NURSE ARE:

To assess medical problems of youth detained at the Montgomery County Youth Facility and advise staff on how to address medical problems noted and to provide follow up.

To issue and order prescriptions as deemed needed and authorized by the contract physician. Where possible, use medications on hand and generic brands.

To screen all medications to be administered to youth in custody.

To hold "sick-call" for detained youth.

To conduct medical education training for detainees and staff.

To keep accurate medical records of youth as required.

To assist in the ordering of medical supplies for the medical program.

To be available on-call for medical consultation in emergency situations.

To perform medical histories for all detained youth admitted in the Montgomery County Youth Facility.

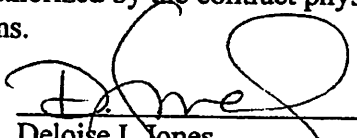
To submit medical records on detained youth for files.

To keep current appropriate state and federal licensure, certification, or registration requirements and restrictions applicable to personnel who provide health care services to juveniles and to provide the same for the files.

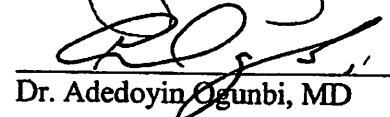
To follow current written standing or direct/post orders authorized by the contract physician and to practice within the limits of applicable laws and regulations.

October 5, 2015
Date

October 2nd 2015
Date



DeLoise I. Jones



Dr. Adedoyin Ogunbi, MD

AZAR'S Uniforms, Inc.

ESTABLISHED 1914

5767 CARMICHAEL ROAD
MONTGOMERY, ALABAMA 36117
PHONE 334-244-1133

September 12, 2016

Tammy Turner, Purchasing Department
Montgomery County Commission
Montgomery County Administrative Building Annex 1
100 S. Lawrence St.
Montgomery, AL 36102

Re: Request for Consent of Assignment of Contract

Dear Tammy Turner:

It is with great excitement I share with you that effective August 30, 2016, Azar's Uniforms ("Azar's") has become a part of Galls, LLC ("Galls"), the leading distributor of uniforms and equipment to the public safety market.

Azar's is the holder of Contract# 52110-14B-025 (Sheriff's Office Uniforms) with the Montgomery County Commission (the "Contract"). The terms of the Contract require Azar's to obtain your consent to any assignment of the Contract.

Therefore, Azar's and Galls respectfully request that the Montgomery County Commission consent to the assignment of the Contract and any purchase order by and between Azar's and the Montgomery County Commission to Galls. Galls has agreed to be bound by all terms and conditions set forth in the Contract and will honor and perform all obligations under the Contract.

For your records and as confirmation of the above, please find enclosed Bill of Sale and Assignment, executed by Azar's and Galls.

To provide consent to the assignment, we respectfully request that an authorized representative sign and return one copy of this letter to: Mark Azar. If you have any questions, please do not hesitate to contact Mark Azar at markazar0723@gmail.com.

We appreciate your attention in this important matter.

Sincerely,

Azar's Uniforms

By: _____
Name: _____
Title: _____
Date: _____

Galls, LLC

By: 
Name: R. Michael Andrews, Jr.
Title: CFO
Date: 9-12-16

The Montgomery County Commission hereby consents to the assignment by Azar's to Galls, of all contracts and purchase orders by and between Azar's and the Montgomery County Commission.

The Montgomery County Commission

By: _____
Name: _____
Title: _____
Date: _____

BILL OF SALE AND ASSIGNMENT

August 30, 2016

Azar's Uniforms, Inc., an Alabama corporation (the "Seller"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and convey to Galls, LLC, a Delaware limited liability company (the "Buyer"), and the Buyer hereby assumes and accepts from the Seller, all of the Seller's right, title and interest in and to all of the Acquired Assets, as defined in that certain Asset Purchase Agreement, dated as of August 30, 2016, by and among the Seller, the Buyer, C. Mark Azar and Zack N. Azar, III (the "Agreement"). Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Agreement.

TO HAVE AND TO HOLD all and singular the Acquired Assets to the Buyer, its successors and assigns, to their own use and to have and to hold forever.

The Seller, for itself and its successors and assigns, does hereby authorize the Buyer, its successors and assigns, in the name of the Seller and as the Seller's attorney, to do any and all things necessary or advisable to reduce the Acquired Assets to the Buyer's possession. The Seller, for itself and its respective successors and assigns, does hereby covenant with the Buyer to execute, acknowledge, deliver and perform, or to authorize the Buyer, as the agent and attorney of the Seller, to execute, acknowledge, deliver or perform, any and all further instruments and acts which may be reasonably required to transfer and assign to the Buyer the Acquired Assets transferred or intended to be transferred hereby or to accomplish the intent and purpose hereof.

Notwithstanding any other provisions herein to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Agreement. This Bill of Sale and Assignment is intended only to effect the sale and transfer of the Acquired Assets pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement. The agreements, obligations, assumptions and covenants of the Buyer under the Agreement are not merged hereunto and shall, to the extent provided in the Agreement, survive the execution and delivery herewith, and the performance of the consummation of all transactions provided for in the Agreement. This instrument is binding upon, and shall inure to the benefit of the Seller and the Buyer and their respective successors and assigns.

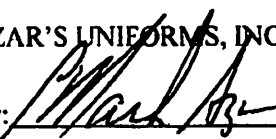
This Bill of Sale and Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Bill of Sale and Assignment as of the date first written above.

SELLER:

AZAR'S UNIFORMS, INC.

By: _____

Name: C. Mark Azar

Title:

[Signature Page to Bill of Sale and Assignment]

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

Amendment
To
Contract # 52110-14B-026

Amendment No. 2

Contract with Gulf States Distributors for Leather and Accessories is hereby extended for one (1) year, beginning November 7, 2016 and ending November 6, 2017.

There will be no price increase during this contract period

All other provisions of the contract remain the same.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

Amendment
To
Contract # 53100-14B-030

Amendment No. 2

Contract with SharpCut Lawn Service for landscape maintenance at Montgomery Industrial Park, is hereby extended for one (1) year, beginning November 17, 2016 and ending November 16, 2017.

There will be no price increase during this contract period

All other provisions of the contract remain the same.

WITNESS:

SHARPCUT LAWN SERVICE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

**Amendment
To
Contract # 51901-13B-014**

Amendment No. 2

Contract with G & K Services, Inc. for uniform rental, to be provided for county departments, is hereby extended for ninety (90) days beginning September 1, 2016 and ending November 30, 2016.

All other provisions of the contract will remain the same.

WITNESS:

G & K SERVICES, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

Amendment
To
Contract # 51100-15B-033

Amendment No. 1

Contract with Sea Coast Disposal for Clean Saturday Refuse Collection Service is hereby extended for one (1) year, beginning November 1, 2016 and ending October 31, 2017.

Prices will increase by 4%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

SEA COAST DISPOSAL, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

**AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.
REGISTRATION SERVICES AGREEMENT**

This REGISTRATION SERVICES AGREEMENT ("Agreement") is made by and between the AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. ("ARIN"), a Virginia nonprofit corporation, and

Montgomery County Commission, ("Holder").

1. INTRODUCTION

(a) ARIN is a Regional Internet Registry serving the United States, Canada, and specific designated islands in the Caribbean Sea and North Atlantic Ocean. ARIN is responsible for the registration, administration, and stewardship of Internet number resources in these geographic areas.

(b) For purposes of this Agreement (i) the term "Included Number Resources" means the Internet number resources, which include without limitation registration rights for Internet Protocol ("IP") address space and Autonomous System Numbers ("ASN's"), issued or to be issued to Holder by ARIN, and any other number resources issued to Holder or its predecessor in interest prior to ARIN's inception on December 22, 1997 ("Legacy Number Resources") and specifically identified by Holder as subject to this Agreement; and, (ii) the term "Services" means the services that ARIN provides pursuant to this Agreement with respect to the Included Number Resources to Holder, including, without limitation, the inclusion of the registry entries for IP address space and/or ASN's, reverse name service on network blocks, Resource Public Key Infrastructure ("RPKI"), maintenance of resource records, and administration of IP address space; and (iii) any reference to "number resources" shall mean both IP address space and ASN's.

(c) In addition to the Agreement, the Services are subject to the terms and conditions of ARIN's Number Resource Policy Manual (as amended, supplemented, or otherwise modified as provided under Section 5), and other policies, guidelines and procedures adopted by ARIN (collectively, the "Policies") and published on ARIN's Website located at <http://www.arin.net> (the "Website"). This Agreement and the Policies are referred to collectively as the "Service Terms." In the event of any inconsistency between the Policies and this Agreement, the terms of this Agreement will prevail but solely to the extent of the inconsistency. This Agreement supersedes any prior or contemporaneous agreement between Holder and ARIN for Included Number Resources.

d) Because of the necessary role that ARIN performs for the Internet community, ARIN reserves the right, in its sole and absolute discretion, to amend, supplement, restate or otherwise modify any or all Policies at any time and from time to time, including the right to implement new Policies and/or make some or all Policies obsolete. ARIN will provide notice (pursuant to Section 14(i)) of Policy changes to Holder. ARIN will also publish Policy changes on its Website. Policy changes are effective immediately and binding on Holder upon the earlier of ARIN's notice to Holder or publication on ARIN's Website, at which time the Policy changes shall constitute a part of the Policies. Holder's continued access to or use of any Services after such notice or publication constitutes Holder's acceptance of such Policy changes.

(e) ARIN may only modify the terms of this Agreement under the following circumstances:

(1) The Board finds an immediate and compelling need to amend the Agreement due to a definable, discrete, identifiable change in relevant statute or caselaw; or

(2) Upon recommendation of the Board and ratification by Member vote.

Upon ARIN changing the terms of this Agreement, ARIN will provide notice of change in writing delivered by any of the following methods: (i) hand delivery, (ii) certified U.S. or registered international mail, return receipt requested, postage prepaid, (iii) reputable overnight courier. The effective date of such a change shall be no earlier than 90 days from the notice. ARIN will also publish the revised terms of the Agreement on its Website. Holder's continued access to or use of any Services after such notice or publication constitutes Holder's acceptance of the revised terms.

2. CONDITIONS OF SERVICE

(a) Compliance. In receiving or using any of the Services, Holder must comply with the Service Terms.

(b) Provision of Services and Rights. Subject to Holder's on-going compliance with its obligations under the Service Terms, including, without limitation, the payment of the fees (as set forth in Section 4), ARIN shall (i) provide the Services to Holder in accordance with the Service Terms and (ii) grant to Holder the following specified rights:

- (1) The exclusive right to be the registrant of the Included Number Resources within the ARIN database;
- (2) The right to use the Included Number Resources within the ARIN database; and
- (3) The right to transfer the registration of the Included Number Resources pursuant to the Policies.

Holder acknowledges that other registrants with ARIN have rights that intersect or otherwise impact Holder's rights and/or use of the Included Number Resources, including, but not limited to, other registrants benefiting from visibility into the public portions of registrations of the Included Number Resources as further described in the Policies.

(c) Information and Cooperation. Holder has completed an application provided by ARIN for one or more Services (the "Application"). Holder must (i) promptly notify ARIN if any information provided in the Application changes during the term of this Agreement, and (ii) make reasonable efforts to promptly, accurately, and completely provide any information or cooperation required pursuant to the Service Terms or in response to any inquiry or request made to Holder by ARIN during the term of this Agreement. In addition, Holder shall promptly provide ARIN with complete and accurate information, and cooperation as required by any Service Terms or that ARIN requests in connection with ARIN's provision of any of the Services to Holder. If Holder does not provide ARIN with such information or cooperation that ARIN requests, ARIN may take such failure into account in evaluating Holder's subsequent requests for transfer, allocation or assignment of additional number resources, or requests for changes to any Services.

(d) Prohibited Conduct By Holder. In using any of the Services, Holder shall not: (i) disrupt or interfere with the security or use of any of the Services; (ii) violate any applicable laws, statutes, rules, or regulations; or (iii) assist any third party in engaging in any activity prohibited by any Service Terms.

(e) Cooperation With Government Authority. ARIN shall have the right, without liability or notice to Holder, to cooperate and comply with all applicable laws, statutes, rules, or regulations and all government or judicial inquiries or orders ("Orders") with respect to Holder's use of any Service. ARIN shall have the right, without liability or notice to Holder, to follow any Order concerning any number resources or Holder's use of any Service, including an Order to stop any Service or to terminate this Agreement. ARIN shall, when legally permitted and to the extent allowed by an Order, notify Holder within a reasonable amount of time after receipt of an Order.

(f) Content Control. Holder acknowledges that ARIN does not have the ability to control or influence content accessible through or facilitated by those who receive number resources, directly or indirectly, from ARIN.

3. USE OF THE ARIN DATABASE

(a) Authorization. The Administrative Point of Contact ("POC") will be an employee designated by Holder who will be the principal point of contact between Holder and ARIN with respect to the Included Number Resources in the ARIN registry database, and have the sole right to designate other qualifying POCs of Holder with authority to modify the Included Number Resources in the ARIN registry database ("Authority"). The Administrative POC will also facilitate Holder's compliance with the terms and conditions of this Section 3. Upon ARIN's request, Holder will promptly provide ARIN with accurate documentation and information regarding the identity of the Administrative POC and any other POCs with the authority to act on behalf of Holder. Holder must notify ARIN promptly if: (i) the relationship between a POC and Holder is terminated; (ii) a POC's Authority is to be revoked; (iii) Holder has any reason to believe that a POC has granted or will grant a third party unauthorized access to the ARIN registry database or any portion thereof; or (iv) if Holder wants to designate a different Administrative POC. Notices to ARIN under this Section 3(a) must be given by email to hostmaster@arin.net or submitted through an authorized account via ARIN Online and will be effective when acknowledged as received by ARIN.

(b) Responsibility for Directory Services Data. Holder is responsible for the timely and accurate maintenance of directory services data (Whois) with respect to the Included Number Resources, as well as data concerning any organization to which Holder further sub-delegates the Included Number Resources.

(c) Holder Liability for Acts and Omissions. Holder is solely and exclusively responsible for all acts and omissions of its POCs and/or others acting by or on behalf of Holder, whether or not authorized in law or in fact. Holder is solely and exclusively responsible for the security of its access to and use of Included Number Resources in the ARIN registry database and for any loss or damage that Holder suffers based on its access or use of the ARIN registry database.

4. FEES AND PAYMENTS

(a) Fee Schedule. As a condition precedent to ARIN's duty to provide any Services, Holder shall pay ARIN for

providing the Services in accordance with ARIN's Fee Schedule for Included Number Resources, which is available on the Website. ARIN will have the right to change the Fee Schedule applicable to one or more Services, which change will be posted on the Website, provided that ARIN must set its fees in an open and transparent manner through the ARIN community consultation process. Any change to the Fee Schedule shall be effective upon publication on the Website and shall not be applied retroactively. Legacy maintenance fees cannot exceed the fees charged to comparable non-legacy holders for registration services as set forth in ARIN's Fee Schedule for comparable number resources.

(b) Initial Fees in Advance of Service. Prior to ARIN providing Holder with Services, Holder shall pay ARIN any applicable "initial fees" as set forth in the Fee Schedule, as well as any presently outstanding fees due to ARIN.

(c) Fee Notices and Outcomes. Holder will be notified in writing by an invoice from ARIN to pay its fees. Such invoice will be sent at least 30 days before payment is due. If Holder does not pay the fees due to ARIN under this Agreement when due, ARIN shall provide a second written notice to the Holder that will constitute the notice of delinquency (the "Delinquency Notice"). If Holder fails to make payment in response to the Delinquency Notice within thirty (30) days after the date of such Delinquency Notice, ARIN shall provide Holder with a final delinquency notice and make reasonable efforts to reach Holder telephonically (the "Final Delinquency Notice"). If, for any reason, Holder has not made such payment within thirty (30) days after ARIN provides the Final Delinquency Notice, ARIN has the right to: (i) stop providing Services, and/or (ii) if any invoice remains unpaid six (6) months after payment was due, terminate this Agreement and revoke the Included Number Resources. If the Services are stopped, Holder may have the Services restored if it brings its account current before revocation. To the extent the Included Number Resources have been revoked but not reissued by ARIN, Holder may seek to have such Included Number Resources restored if it contacts ARIN, brings its account current, pays an additional fee that ARIN may prescribe on its Fee Schedule, and signs the then-current Registration Services Agreement.

(d) No Refunds. All fees paid by Holder to ARIN are deemed fully earned upon receipt and are nonrefundable.

5. CURRENT AND FUTURE POLICIES

Pursuant to ARIN's Policy Development Process ("PDP"), ARIN maintains the Policies and may at any time in its sole and absolute discretion amend the Policies, implement new policies (which once amended or implemented, becomes part of the Policies), or revoke existing Policies. Such amendments or new Policies shall be binding upon Holder immediately upon publication on ARIN's Website. Holder acknowledges and agrees to be bound by and comply with the Policies (as amended from time to time), except to the extent the Policies conflict with the terms of this Agreement.

6. REVIEW OF HOLDER'S NUMBER RESOURCES

Whenever a transfer or additional IP address space is requested by Holder, ARIN may review Holder's utilization of previously allocated or assigned number resources and other Services received from ARIN to determine if Holder is complying with the Service Terms. Except as set forth in this Agreement, (i) ARIN will take no action to reduce the Services currently provided for Included Number Resources due to lack of utilization by the Holder, and (ii) ARIN has no right to revoke any Included Number Resources under this Agreement due to lack of utilization by Holder. However, ARIN may refuse to permit transfers or additional allocations of number resources to Holder if Holder's Included Number Resources are not utilized in accordance with Policy.

7. NO PROPERTY RIGHTS

Holder acknowledges and agrees that: (a) the Included Number Resources are not property (real, personal, or intellectual) of Holder; (b) Holder does not and will not have or acquire any property rights in or to Included Number Resources by virtue of this Agreement; (c) Holder will not attempt, directly or indirectly, to obtain or assert any patent, trademark, service mark or copyright in any number resources in the United States or any other country; and (d) Holder will transfer or receive Included Number Resources in accordance with the Policies.

8. IMPACT OF VOLUNTARY RETURN OF NUMBER RESOURCES

Holder may voluntarily return to ARIN any portion of the Included Number Resources. If Holder returns any portion of the Included Number Resources, it may be eligible for certain benefits, including partial or permanent reduction in ARIN fees, as ARIN may from time to time prescribe.

9. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other party that: (a) it has the full power and authority to enter into and perform its obligations under this Agreement; (b) the assent to and performance by it of its obligations under this

Agreement do not breach or conflict with any other agreement or arrangement by which it is bound; (c) it will comply with this Agreement, the Policies and all applicable laws, regulations or rules, and (d) this Agreement constitutes a legal, valid, binding, and an executory obligation of the parties executing or assenting to this Agreement, enforceable in accordance with its terms and conditions.

10. BANKRUPTCY

(a) If Holder: (i) files any petition under any chapter of the Title 11 of the United States Bankruptcy Code (the "Bankruptcy Code") or other insolvency or bankruptcy law; or (ii) has a petition filed against it under any insolvency or bankruptcy law; or (iii) makes a general assignment for the benefit of creditors, has a receiver appointed for it, or a trustee takes possession of all or substantially all of Holder's assets; or (iv) dissolves, liquidates or ceases its normal business, or indicates its intent to dissolve, liquidate, or cease its normal business operations (each of the foregoing, a "Bankruptcy Event"), Holder will promptly provide written notice thereof to ARIN. Upon such notice, or if ARIN otherwise learns of the occurrence of a Bankruptcy Event, ARIN may take such appropriate or lawful action, including, but not limited to, intervening in such Bankruptcy Event, to preserve its rights under this Agreement, including, but not limited to, ARIN's rights under Section 7. Holder agrees to consent to ARIN intervening in any such Bankruptcy Event and taking such other appropriate or lawful actions as ARIN determines, in its sole and absolute discretion, so that ARIN can protect its rights under this Agreement, including, but not limited to, Section 7.

(b) Holder acknowledges and agrees that this Agreement is executory.

(c) Holder further hereby acknowledges and agrees that none of the number resources, none of the Services, or nothing else provided by or on behalf of ARIN in connection therewith is or will be the property (real, personal, or intellectual) of Holder's bankruptcy estate within the meaning of Section 541 of the Bankruptcy Code.

(d) Upon the occurrence of a Bankruptcy Event, such Bankruptcy Event or any other event of default or breach under this Agreement shall constitute "cause" pursuant to Section 362(d) of the Bankruptcy Code for granting ARIN relief from the automatic stay or any other applicable injunction to exercise ARIN's rights and remedies under this Agreement, and Holder shall, and hereby does, consent to such relief.

11. INDEMNIFICATION

(a) Holder shall indemnify, defend, and hold harmless ARIN, each of their respective predecessors, successors and assigns, each of their respective employees, representatives, agents, attorneys, advisors, trustees, directors, officers, managers, and members (collectively, the "Indemnified Parties") from any and all claims, demands, disputes, actions, suits, proceedings, judgments, damages, injuries, losses, expenses, costs and fees (including costs and fees associated with attorneys, accountants, investigators and experts), interests, fines and penalties of whatever nature, character or description, whether known or unknown, anticipated or unanticipated, fixed or contingent, now existing or which may hereafter accrue (collectively, "Claims") brought or asserted by a third party against any of the Indemnified Parties alleging facts or circumstances that, directly or indirectly, relate to or arise from or in connection with: (1) any authorized or unauthorized access to or use of any Service or any Included Number Resources by Holder or any of Holder's parent, subsidiaries or other affiliates, or any of their respective predecessors, successors or assigns, or any of their respective directors, officers, managers, shareholders, members, partners, employees, representatives, agents, advisors, or other persons acting by, through, under or in concert with any of them (each, a "Holder Party" and collectively the "Holder Parties"); (2) any authorized or unauthorized access to or use of any Service or any Included Number Resources by any person who acquired authorized or unauthorized access to or use of any Service or any Included Number Resources by or through a Holder Party; and/or (3) any breach of any Service Terms by Holder or any other Holder Party.

(b) Holder shall keep ARIN informed of and consult with ARIN in connection with the progress of any such Claim. Holder shall not settle, compromise, or in any other manner dispose of any Claim without the prior written consent of ARIN. Holder shall not engage in any action or omit to take any action in connection with any Claim that would likely result in harm or have an adverse consequence to ARIN, any of ARIN's rights pursuant to any Service Terms, or any Included Number Resources or other number resources. ARIN shall have the right to participate in the settlement, compromise and/or disposition of any Claim. Holder may retain counsel to defend against any Claims provided Holder may retain such counsel only upon prior written approval by ARIN, such approval not to be unreasonably withheld. If, in ARIN's reasonable judgment, (i) a potential or actual conflict exists or arises between the interest of ARIN and Holder in any such Claim or (ii) Holder fails to diligently and fully perform its obligations under this Section 11, ARIN shall have the right to (i) retain its own counsel, whose reasonable fees and costs will be paid by Holder, to defend the Indemnified Parties and (ii) control the disposition of any Claim at Holder's sole cost and expense.

(c) Holder shall provide written notice to ARIN promptly of the assertion against Holder or any other person of any Claim or the commencement of any Claim, whether or not an Indemnified Party is named or identified in the Claim, alleging facts or circumstances that, in any way, whether directly or indirectly, relate to, arise from, or may be connected with any Service Terms.

12. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS

(a) **DISCLAIMER OF WARRANTIES.** HOLDER ACKNOWLEDGES AND AGREES THAT THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE INCLUDED NUMBER RESOURCES AND THE REGISTRATION THEREOF, ARE PROVIDED ON AN "AS-IS" BASIS WITH ALL RISKS AND FAULTS ASSOCIATED THEREWITH. EXCEPT AS PROVIDED IN SECTION 9 (REPRESENTATIONS AND WARRANTIES) ABOVE, ARIN MAKES NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND WITH RESPECT TO ANY SERVICES OR ANY INCLUDED NUMBER RESOURCES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION OF REQUIREMENTS, NON-INFRINGEMENT, OR ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, TRADE OR USAGE. AND ANY AND ALL SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS ARE HEREBY DISCLAIMED BY ARIN AND WAIVED BY HOLDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ARIN DOES NOT REPRESENT, WARRANT OR COVENANT THAT ANY SERVICE OR INCLUDED NUMBER RESOURCE, OR ANY ACCESS OR USE THEREOF: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF DEFECTS, INACCURACIES, OR ERRORS, (iii) WILL MEET HOLDER'S REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE THAT HOLDER USES.

(b) **EXCLUSION OF LIABILITIES AND DAMAGES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF HOLDER, FOR ANY LIABILITIES AT LAW OR IN EQUITY OR FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LIABILITIES OR DAMAGES RELATING TO LOST PROFITS, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH ANY SERVICES, ANY INCLUDED NUMBER RESOURCES, OR OTHERWISE IN CONNECTION THEREWITH, WHETHER BASED ON CONTRACT, TORT OR ANY CAUSE OF ACTION, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) **LIMITATION OF LIABILITY.** IN NO EVENT, WHETHER BASED ON CONTRACT, TORT, STATUTE, OR ANY CAUSE OF ACTION, WILL A PARTY'S LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF HOLDER, EXCEED IN THE AGGREGATE THE GREATER OF (i) THE AMOUNT PAID BY HOLDER TO ARIN FOR THE SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (ii) ONE HUNDRED U.S. DOLLARS (US\$100.00).

13. TERM AND TERMINATION

(a) **Term.** Unless earlier terminated in accordance with the termination provisions of this Agreement, the term of this Agreement shall commence on the date Holder first receives any Service and shall continue for one (1) year thereafter. This Agreement shall renew automatically unless earlier terminated in accordance with the termination provisions of this Agreement.

(b) **Suspension of Services or Termination of Agreement for Cause by ARIN.** ARIN shall have the right to suspend Services without notice to Holder if Holder breaches any of Sections 2(c), 2(d), 4 or 7. In addition, ARIN may immediately suspend Services upon written notice to Holder pursuant to Section 2(e) or if Holder breaches Section 2(d) or Section 11. Upon ARIN's written notice to Holder, ARIN shall have the right to immediately terminate this Agreement for cause for: (i) Holder's failure to pay fees pursuant to Section 4; (ii) Holder's material breach of Section 2(c), Section 2(d) or Section 7; or (iii) pursuant to Section 2(e). If Holder breaches any other provision of this Agreement and such breach remains uncured by Holder (as determined by ARIN in its reasonable determination) for sixty (60) days after the date of ARIN's written notice of the breach, ARIN shall have the right to terminate this Agreement for cause. Holder may utilize Section 14(k) to dispute any ARIN termination or suspension of Services.

ARIN shall provide notice of termination of this Agreement in writing to Holder, delivered by any of the following methods: (i) hand delivery, (ii) certified U.S. or registered international mail, return receipt requested, postage prepaid, or (iii) reputable overnight courier.

(c) Termination for Cause by Holder. Holder may terminate this Agreement for cause, by giving written notice thereof to ARIN, if: (i) ARIN materially breaches this Agreement and such material breach remains uncured for sixty (60) days after ARIN's receipt of written notice of the breach from Holder; (ii) ARIN refuses to provide the Services with respect to Holder's Included Number Resources, except where ARIN has stopped the Services or terminates this Agreement as permitted herein; (iii) ARIN enforces any Policy against Holder which has been applied in violation of this Agreement and does not remedy any material adverse effect caused by such action within sixty (60) days' after written notice thereof; or (iv) ARIN assesses a Maintenance Fee in violation of Section 4(a) and does not cure such violation within sixty (60) days' after written notice thereof. If ARIN formally disputes Holder's right to terminate this Agreement, ARIN shall respond in writing to Holder and may deny its actions are a breach or alternatively indicate its corrective action. Any failure of ARIN to respond to Holder in writing shall constitute a denial of the breach and create a dispute between the parties which will be resolved pursuant to Section 14(k). If the Holder still seeks to terminate this Agreement for cause after receiving a response from ARIN, it must bring action pursuant to Section 14(k), and obtain a judgment by the Arbitrator chosen for this purpose that such cause to terminate exists. If such a cause for termination is found by the Arbitrator against ARIN, this Agreement will be terminated, ARIN will be under no obligation to provide any of the Services under this Agreement. Upon termination, Included Number Resources that were Legacy Number Resources immediately prior to being brought under this Agreement shall resume their status as Legacy Number Resources, and all other Included Number Resources shall be returned to ARIN.

(d) Voluntary Termination by Holder with Return of Included Number Resources to ARIN. Holder shall have the right to terminate this Agreement at any time if it returns to ARIN, without limitation, all rights to Included Number Resources. If Holder wishes to terminate this Agreement in accordance with this Section 13(d), the Holder must submit written notice to ARIN of its intent to return, in total, all Included Number Resources, and ARIN will accept the return of the Included Number Resources thirty (30) days after such notice being provided.

(e) Effect of Termination. Except as described in Section 13(c) and 14(k), if this Agreement is terminated, then (i) ARIN will immediately revoke the Included Number Resources and otherwise cease providing the Services and will have no liability for doing so, and (ii) Holder remains liable for all fees payable to ARIN for Services rendered up to and including the date of termination.

(f) Survival. The defined terms and the following sections of this Agreement, as well as any other provision which by its nature survives termination, will survive termination of this Agreement and remain in effect: 2(e), 2(f), 4(d), 7, 10, 11, 12, 13(e), 13(f) and 14.

14. GENERAL PROVISIONS

(a) Assignment.

(i) Holder may not assign or transfer, whether voluntarily or by operation of law, this Agreement or any of its rights or obligations under it, without ARIN's prior written permission, which may not be unreasonably withheld if such assignment and/or transfer is consistent with ARIN's Transfer Policies as included in the Policies. The event of any transaction (whether a merger, acquisition, or sale) in which Holder's controlling managerial and/or voting interest changes during the term of this Agreement shall be considered an assignment. Any attempt by Holder to assign or transfer this Agreement or any rights or obligations under it, other than as provided in this Section 14(a)(i), will be of no force or effect.

(ii) ARIN shall have the right to freely assign this Agreement upon written notice to Holder if ARIN is changing its corporate organization to permit a successor organization to provide the Services contemplated by this Agreement.

(b) Relationship of Parties. The relationship between the parties is and will be that of independent contractors. No joint venture, partnership, employment, agency, or similar arrangement is created between the parties. Neither party has the right or power to act for or on behalf of the other or to bind the other in any respect other than as expressly provided for in this Agreement.

(c) Entire Agreement. This Agreement and the Policies (which are hereby incorporated by reference to the extent they do not conflict with this Agreement) constitute the entire understanding between the parties and replaces and supersedes any and all prior and contemporaneous agreements and understandings, whether oral or written, express or implied, between the parties with respect to the Included Number Resources or any Services which are the subject matter of this Agreement. All other agreements between Holder and ARIN for number resources other than the Included Number Resources or any Services associated with such number resources, if any, remain unchanged by this Agreement.

(d) Waiver. No waiver of any provision or consent to any action under this Agreement will constitute a waiver of

any other provisions or consent to any other action, nor will such waiver or consent constitute a continuing waiver or consent or commit any party to provide past or future a waiver or consent.

(e) Severability. If any provision of this Agreement is determined to be illegal, invalid, or otherwise unenforceable by a court or tribunal of competent jurisdiction, then to the extent necessary to make such provision and/or this Agreement legal, valid, or otherwise enforceable, such provision will be limited, construed, or severed and deleted from this Agreement, and the remaining portion of such provision and the remaining other provisions hereof will survive, remain in full force and effect, and continue to be binding, and will be interpreted to give effect to the intention of the parties insofar as possible.

(f) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and with respect to ARIN, its successors and permitted assigns, and with respect to Holder, its permitted successors and permitted assigns.

(g) No Third-Party Rights. This Agreement is made solely for the benefit of the parties and does not, and will not, be construed to grant any rights or remedies to any other person or entity other than as expressly provided for in this Agreement.

(h) Construction. This Agreement will be construed as if it was jointly drafted by both parties and may not be construed against either one. The word "including" means "including, without limitation." The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision. Unless the context of this Agreement otherwise requires, words using singular or plural number also include the plural or singular number, respectively. The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of the provisions contained therein.

(i) Written Notice. All "written notice" or notice required or permitted to be given in writing under this Agreement will be delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. or registered international mail, return receipt requested, postage prepaid, (iii) reputable overnight courier, (iv) electronic mail, (v) electronic messaging via ARIN Online, or (vi) facsimile. If Holder gives notice to ARIN, it must use ARIN's current address, which is currently: ARIN, Attention: Financial and Legal Services Department, PO Box 232290, Centreville, VA 20120, or the following email address: compliance@arin.net. ARIN shall update Holder with any changes to this address by written notice pursuant to this Section. If ARIN provides notice to Holder, ARIN must use the contact information provided by Holder to ARIN during the application process or other contact information provided by Holder in accordance with the terms of this Section. All notices will be deemed received and effective as follows: (i) if by hand-delivery, on the date of delivery, (ii) if by delivery via U.S. or registered international mail, on the date of receipt appearing on a return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service, (iv) if by electronic mail, 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated, or (v) if by electronic messaging, at the next successful login to ARIN Online by the notified contact.

(j) Force Majeure. Neither party shall be deemed in default hereunder, nor shall either party be responsible for any cessation, interruption, or delay in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, civil disturbances, war, terrorism, armed conflict, riots, failure of contractors or subcontractors to perform, labor strike, lockout, boycott, or acts of governmental authorities or any event similar to the foregoing (each a "Force Majeure Event"). In the event a Force Majeure Event extends for a period in excess of thirty (30) days in the aggregate and prevents a party from performing its obligations under this Agreement, the other party may, in its discretion, terminate this Agreement immediately upon written notice to the party affected by the force majeure event. If, pursuant to this force majeure provision, a party terminates this Agreement, ARIN will cease to provide Services under this Agreement and the Included Number Resources will resume the status they had prior to this Agreement.

(k) Governing Law, Jurisdiction, Venue and Dispute Resolution.

(i) This Agreement and the parties' performance under it shall be governed in all respects by, and construed in accordance with, the laws of the Commonwealth of Virginia and, as applicable, the United States of America.

(ii) In the event of any dispute(s) regarding any term or condition or provision or performance or conduct arising out of or relating to this Agreement, the parties each agree to first seek resolution through cooperative settlement negotiations involving themselves or their representatives as they each deem appropriate; and, second, in the event cooperative settlement negotiations are not successful, or do not occur, within thirty (30) days after a party initiates such negotiations, the parties agree that upon the request

of either party any unresolved dispute(s) shall be submitted to binding and final arbitration for resolution. If Holder's principal place of business is in the United States, such arbitration shall be held in Washington, D.C., or by agreement of both parties at any other location, in accordance with the rules of the American Arbitration Association ("AAA") then in effect. If the Holder's principal place of business is in Canada, such arbitration shall be held in Ottawa, Canada, or by agreement of both parties at any other location, in accordance with the rules of the locally prevalent equivalent of AAA arbitration rules then in effect. If Holder's principal place of business is in any country other than the United States or Canada but otherwise within ARIN's service region, such arbitration shall be held in Miami, Florida, or by agreement of both parties at any other location, in accordance with the rules of the AAA then in effect. A single arbitrator shall be selected by the parties by striking in turn from a list of arbitrators supplied by the AAA or, as applicable, the locally prevalent equivalent of AAA. Each party shall bear their own attorneys' fees, and the initiating party shall initially bear the costs of the arbitration's expenses. Any judgment upon the award rendered pursuant to the arbitration proceeding may be entered in any court having competent jurisdiction. Notwithstanding the foregoing in this Paragraph, either party may bring an action before the United States District Court for the Eastern District of Virginia or the Circuit Court for Fairfax County, Virginia for a temporary restraining order, preliminary injunction and/or other injunctive relief to seek to maintain the status quo between the parties pending resolution of the dispute(s) in accordance with the terms of this Paragraph; provided that, for a Canadian domiciled entity, such action may also be brought in the above listed US courts, the Ontario Superior Court of Justice for those domiciled in Ontario, or the equivalent court in the Canadian province where the entity is headquartered.

(iii) If Holder is part of a national, state, or local government authority whose laws or regulations strictly require that the laws of that particular jurisdiction or domicile must apply to this Agreement and ARIN is provided with written substantiation of such requirement reasonably acceptable to ARIN, this Agreement shall also be governed pursuant to such laws. If there is a dispute regarding applicability of such laws to this Agreement, it shall be resolved in accordance with Section 14(k)(ii).

(l) Subsequent Version(s). If any subsequent version(s) of the Registration Services Agreement is authorized by ARIN, the parties may choose to substitute a signed copy of the then- existing subsequent version, with all its terms, instead of this Agreement, and the Included Number Resources and other Services will then be governed by the subsequent version. The consideration for such change is the original agreement and the agreement to abide by the revised terms. There is no requirement for a Holder who has signed this Agreement to engage in any subsequent version.

(m) Expenses. Except as specifically set forth in this Agreement, the parties agree to pay their own expenses related to this Agreement.

(n) Amendment. Except as set forth in Section 1(d), no amendment of any provision of this Agreement shall be valid unless in writing and signed or authorized in writing by ARIN, which writing specifically references such as an amendment to this Agreement.

(o) Execution. This Agreement may be executed by a party's signature and copies of this Agreement so executed and delivered shall have the same force and effect as an original. This Agreement may be executed in two (2) or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Each party hereby accepts, without modification, all of the terms and conditions of this Registration Services Agreement.

Agreed: (This section to be completed by Holder)		Authorized Officer	
Legal Name of Company (Holder): Montgomery County Commission		Name (Print): Elton N. Dean, Sr.	
D/B/A (if any): N/A		Title (Print): County Commission Chairman	
ORG ID: MCC-391		Signature:	
Ticket Number: 20160902-X954342		Date:	
Billing Contact Information if different from authorized officer		Contact Information of Authorized Officer	
Name (Print): Louis Ialacci		Phone: 334-832-1210	
Title (Print): Chief Information Technology Officer		EMail: EltonDean@mc-ala.org	
Phone: 334-832-1305		Street Address: 101 South Lawrence Street	
EMail: Loulalacci@mc-ala.org		City and State: Montgomery, AL	
Street Address 101 South Lawrence Street		Postal Code: 36104	
City and State Montgomery, AL		Country: USA	
Postal Code: 36104			
Country: USA			

American Registry for Internet Numbers, LTD. By: (This section to be completed by ARIN)

ARIN's Authorized Contracting Agent	
Name (Print):	Signature:
	Date:

Memo

To: American Registry for Internet Numbers, Ltd.

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

Date: October 17, 2016

Re: Authorized Agent

Though I am listed as the Authorized Officer on the Registration Services Agreement, I hereby designate and authorize Lou Ialacci (Chief Information and Technology Officer) and Larry Kennedy (IT Manager Network/Infrastructure) to handle the day-to-day operations associated with our agreement.





ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard, Montgomery, Alabama 36130-3050



Robert Bentley
Governor

John R. Cooper
Transportation Director

August 26, 2016

Mr. George H. Conner, P.E.
Southeast Region Engineer
100 Capitol Commerce Boulevard
Suite 210, Building B
Montgomery, Alabama 36117

SUBJECT: STPMN-5115()
Feasibility Study for Sidewalks and/or Multi-Use Paths on
Vaughn Road (CR-626) from Taylor Road to Chantilly Parkway
Montgomery County, Alabama
Reference Number: 100062338

Dear Mr. Conner:

The enclosed funding agreement between the State and Montgomery County, Alabama, is to obligate federal funds to produce a feasibility study for sidewalks and/or multi-use paths on Vaughn Road (CR-626) from Taylor Road to Chantilly Parkway for Montgomery County, Alabama

Please review this agreement and, if it is acceptable, present it to the county for approval. In order for the county to execute this agreement it must be signed by the county commission chairman with the county seal affixed. In addition, the attached resolution must be completed authorizing the county commission chairman to be the signatory on behalf of the county. After the agreement is executed by the county, please sign and return this document to this office by September 30, 2016.

If there are questions about this agreement, please contact Rebecca Fulks at (334) 353-6439 or fulksr@dot.state.al.us.

Sincerely,

Bob Krafer For R.J.J.

Robert J. Jilla
Multimodal Transportation Engineer

RJJ:rwf
Attachment
C: File

**AGREEMENT
FOR
PRELIMINARY ENGINEERING**

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

**PROJECT STPMN-5115()
Feasibility Study for Sidewalks and/or Multi-Use Paths on
Vaughn Road (CR-626) from Taylor Road to Chantilly Parkway
Montgomery County, Alabama
Reference Number:100062338**

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 STATE; and the Montgomery County Commission, hereinafter referred to as COUNTY, in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Montgomery urbanized area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the COUNTY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and the COUNTY desire to cooperate in producing a feasibility study for sidewalks and/or multi-use paths on Vaughn Road (CR-626) from Taylor Road to Chantilly Parkway for Montgomery County, Alabama

WHEREAS, Federal transportation funds are dedicated specifically to the Montgomery Area by as directed by the Montgomery Metropolitan Planning Organization (MPO), and hereinafter referred to as Surface Transportation Program funds, Montgomery Attributable (STPMN).

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- 1) This Agreement will cover all funding for the production of this plan, all in accordance with plans approved by the STATE. The Southeast Region of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this agreement and will be the point of contact for the COUNTY.
- 2) Cost for the project will be financed, when eligible for federal participation, on the basis of 80 percent federal funds and 20 percent COUNTY funds. Funding for this agreement is subject to availability of Federal Aid funds at the time of authorization. Funds will be available for obligation when allocation by FHWA is

made and will be at the level prescribed by FHWA. The estimated cost and participation by the various parties are as follows:

	Total Estimated Cost	Total Estimated Federal Funds	Total Estimated Local Funds
Preliminary Engineering	<u>\$300,000.00</u>	<u>\$240,000.00</u>	<u>\$60,000.00</u>
Total Cost	<u>\$300,000.00</u>	<u>\$240,000.00</u>	<u>\$60,000.00</u>

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the COUNTY will be responsible for its proportional share.

- 3) Any cost for work not eligible for Federal participation will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.
- 4) The project will commence upon execution of this agreement and upon written authorization to proceed from the STATE directed to the COUNTY.
- 5) It is expressly understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of work for which reimbursement is requested.
- 6) The COUNTY will, when appropriate, submit invoices to the STATE for reimbursement for work performed by or for the COUNTY 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 Southeast Region Engineer for payment. The COUNTY may bill 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. All invoices will be approved by the STATE.
- 7) Invoices for any work performed by the COUNTY 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.
- 8) 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 the rights and responsibilities under this Agreement, without the prior written approval of the STATE.

- 9) A final audit will be made of all project records after the completion of the project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with ACT 1994, No.94-414. A final financial settlement will be made between the parties as reflected by the final audit and this Agreement.
- 10) The performance of the work covered by this Agreement will be in accordance with the current requirements of the STATE and FHWA.
- 11) The STATE will assist the COUNTY, if necessary, in any public involvement actions that may be required.
- 12) Each party will provide without cost to the other, information available from its records that will facilitate the performance of the work.
- 13) 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.

- 14) Retention of Records: 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.
- 15) Exhibits M and N are hereby attached to and made a part of this Agreement.
- 16) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

- 17) Either party has the right to terminate this Agreement at any time by giving thirty (30) days written notice of termination. Said notice will be mailed by certified or registered mail.
- 18) 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.
- 19) 7/24th Law: Nothing shall be construed under the terms of this Agreement by the COUNTY or the STATE that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

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

SEAL

ATTEST: MONTGOMERY COUNTY, ALABAMA

BY: _____ BY: _____
County Administrator Commission Chairman (Signature)
(Signature)

Type name of
County Administrator

Type name of Chairman

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT.

BY: _____
Jim R. Ippolito, Jr.
Chief Counsel
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

George H. Conner, P.E.
East Central Region Engineer

Robert J. Jilla
Multimodal 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 foregoing Agreement is hereby executed in the name of the State of
Alabama and signed by the Governor on this _____ day of
_____, 20____.

Robert Bentley
Governor, State of Alabama

RESOLUTION NUMBER _____

BE IT RESOLVED, by Montgomery County, Alabama as follows:

1. That the County enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Project STPMN-5115(), Project Reference Number 100062338, a project to produce a feasibility study for sidewalks and/or multi-use paths on Vaughn Road (CR-626) from Taylor Road to Chantilly Parkway in Montgomery County Alabama; which this Agreement is before this Commission;

2. That the Agreement be executed in the name of the County, by its County Commission, for and in its behalf and that it be attested by the Administrative Assistant to the County Manager and the seal of the County 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 Administrative Assistant to the County Manager.

Passed, adopted and approved this ____ day of _____, 20____.

ATTESTED:

County Administrator

Commission Chairman

I, the undersigned qualified and acting County Administrator of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the County Commission of 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 Administrative Assistant to the County Manager's Office.

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

County Administrator

CONSULTANT 3/19/90
REVISED 7/18/90
REVISED 6/16/11

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:

- (1) 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.
- (2) 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.

CONSULTANT 2/15/95
REVISED 5/30/02
REVISED 6/16/11
REVISED 10/2/15
REVISED 10/28/2015

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 CONSULTANT 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, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT 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.

AGREEMENT - ER

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT of TRANSPORTATION, party of the first part (hereinafter called the STATE), and MONTGOMERY COUNTY, ALABAMA, (FEIN 63-6001653) party of the second part (hereinafter called the County):

W I T N E S S E T H

WHEREAS, the STATE and COUNTY desire to cooperate in the emergency repairs of a washed out roadway and shoulder on CR-74 (Dozier Road) approximately 0.1 miles north of Eddie Tullis Road. FHWA Disaster #AL2016-01 (DDIR Report #Montgomery-1). Project #ER-9010(), MCP 51-79-15, CPMS Reference #00066320.

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

A. The COUNTY furnished or will furnish all Right-of-Way for project without cost to the STATE or this Project.

B. The COUNTY did adjust and/or relocate or cause the appropriate affected utility to adjust and /or relocate all utility facilities in conflict with project construction without cost to the STATE or this Project.

C. The COUNTY did or will make the survey, complete the plans and furnish all preliminary engineering for the project when needed with County forces as a part of the project cost.

D. The COUNTY did or will furnish all construction engineering for the project with County forces. The cost of the construction engineering shall be included as part of the construction cost for the project.

E. The STATE did or will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

F. All actual audited cost will be financed, when eligible for Federal participation, on a basis of 100 percent Federal Emergency Relief Funds for all work performed during the first 180 days from the date of the occurrence of the flood event. All work performed after this date will be funded on the basis of 80% Federal Emergency Relief Funds and 20% County funds. Any cost not eligible for Federal reimbursement will be financed 100 percent by the COUNTY.

G. The estimated cost of construction of the project payable by the parties is the amount set forth below. This is an estimate only. The amount claimed will have to be based on actual quantities and properly supported by documentation.

H. The COUNTY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

Federal Emergency Relief Funds	\$ 38,665.00
County Funds	<u> -0- </u>
Total (Incl. E & I)	\$ 38,665.00

I. The COUNTY shall maintain complete and accurate records as to all costs incurred in connection with the performance of the work. Such records shall be made available for inspection and audit by representatives of the STATE or the Federal Government upon request. Any audit performed must be submitted to the Department of Examiners of Public Accounts pursuant to Act 94-414 passed during the 1994 regular session of the Legislature.

J. The County has complied or will comply with the current regulations and requirements of the State and FHWA and the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet, as a minimum, the standards that existed at the site(s) prior to the disaster.

K. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

L. 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.

M. 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.

N. 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.

O. 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.

P. Exhibit M is attached hereto as a part hereof.

Q. Exhibit N is attached hereto as a part hereof.

R. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

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

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY:
(Signature) Chairman
Montgomery County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

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

State County Transportation Engineer
D. E. Phillips, Jr., P.E.

Chief Engineer
Don T. Arkle, P.E.

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

Jim R. Ippolito, Jr., Chief Counsel
Alabama Department of Transportation

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE DAY
OF , 20 .

GOVERNOR OF ALABAMA
ROBERT BENTLEY

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Montgomery County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The emergency repairs of a washed out roadway and shoulder on CR-74 (Dozier Road) approximately 0.1 miles north of Eddie Tullis Road. FHWA Disaster #AL2016-01 (DDIR Report #Montgomery-1). Project #ER-9010(), MCP 51-79-15, CPMS Reference #00066320.

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

Passed, adopted, and approved this _____ day of _____, 20_____.

ATTESTED:

County Clerk

Chairman, County Commission

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 Commission of the County named therein, at a regular meeting of such Commission held on the

_____ 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

SEAL

CERTIFICATION FOR FEDERAL-AID CONTRACTS

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:

- (1) 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.
- (2) 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.

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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.

CONSULTANT 2/15/95
REVISED 5/30/02
REVISED 6/16/11
REVISED 10/28/15

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.

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- 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.
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The STATE and CONSULTANT 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, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT 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.



Assessment Advisors, LLC

736 N. Western Avenue, #393
Lake Forest, IL 60045

toll free phone & fax. 1-888-226-9585
www.IncomeApproach.com

May 23, 2016

Clay Henley, Chief Appraiser
Montgomery County Appraisal Department
131 S. Perry Street
Montgomery, AL 36104

RE: IncomeWorks® Proposal & License for **Montgomery County, AL**

Mr. Henley:

Thanks for your interest in IncomeWorks. Please accept this letter as a formal proposal to provide IncomeWorks to Montgomery County, Alabama as a stand alone program in web based format. Your release will offer six property type categories or modules (Commercial, Industrial, Lodging, Multifamily, Office, and Retail) that will reflect your market. In addition to the standard features of "Property Summary" (view all inputs) and "Save Report" (save, view, print in PDF), the pricing below includes the following options, features, and services:

- ✓ Edit: Basic Information, Rankings, Economic Indicators
 - ✓ Personal Property Allocation *(on multifamily and lodging properties)*
 - ✓ Separate Components
 - ✓ Compare to Cost
 - ✓ Obsolescence Analyzer
 - ✓ Tax Factor *(if you provide us with the average net tax rates for your jurisdiction)*
 - ✓ Expense Breakdown
 - ✓ Discounted Cash Flow *(interview driven and intuitive)*
 - ✓ Export saved reports to text file *(simply contact us via email whenever you need the export)*
 - ✓ Change *(make any modifications to existing reports)*
 - ✓ One Click Update & Mass Update to another year *(requires more than one data year)*
- ✓ IncomeWorks clients also benefit from phone & email technical support, plus MAI consulting at no additional cost during the license term. Consulting consists of review of Appellant evidence and financial statements from income properties, including special purpose and complex properties.

Montgomery County base license fee for one data year:

IncomeWorks 2016 *(results as of October 1, 2016)* = **\$49,000**

For your initial purchase, we are pleased to offer two data years for the price of one:

IncomeWorks 2015 + 2016 *(results as-of October 1, 2015 and October 1, 2016)* = **\$49,000***

*If ordered & paid for now, IncomeWorks 2016 can be released in 50 days (or less) from receipt of \$49,000 payment; a significant savings compared to purchasing two data years separately. Quickly begin modeling with 2015 data. Payment now gives Montgomery County priority status in our schedule, and guarantees release of IncomeWorks 2016 during December 2016. This offer is made in consideration of the date of this proposal and the fact that this is your initial purchase.

IncomeWorks is licensed under an initial one-year term with optional annual renewals priced at 3% over the prior year base fee. Pages 2 and 3 contain the terms for licensing IncomeWorks.

If you have any questions, please do not hesitate to ask.

Respectfully Submitted,
Assessment Advisors, LLC

Timothy VanKirk, MAI, President

INCOMETWORKS® SOFTWARE LICENSE AGREEMENT

1. **Grant of Non-Exclusive License.** Assessment Advisors, LLC ("Assessment Advisors") agrees to license INCOMETWORKS ("Software" as defined in Paragraph 2) per the Terms of this Agreement; a non-exclusive, non-transferable license for use of INCOMETWORKS solely in a manner consistent with the Authorized Application (Paragraph 3). By proceeding via remittance of fees, accepting release of INCOMETWORKS, accessing INCOMETWORKS, and using INCOMETWORKS, Licensee agrees to be bound by the terms of this Agreement.
2. **Software Definition and Description.** "Software" means collectively (i) the most current completed version of the INCOMETWORKS program, and (ii) Maintenance, where "Maintenance" means a subsequent enhancement of the Software that is generally made available to licensees of the Software at no additional charge (Paragraph 6). Maintenance does not include any additional data year release or future product that Assessment Advisors may license separately from the Software. The Software contains the basic components of an income analysis for certain commercial real estate, and will provide information on the concepts of market value and obsolescence as they pertain to the assessment of commercial real estate, plus descriptions, examples, and automatic calculations of commonly applied rates and ratios.
3. **Authorized Application.** "Authorized Application" means the following scope of activities: a) Mass appraisal of income producing real properties located in the territory where Licensee assesses real estate taxes on income producing real properties, except for properties identified as "Specialty" in the Software, using cost and other in-house analyses and consistent with the Assumptions and Limiting Conditions identified in the Software; b) As reference in tax appeals challenging the real estate tax assessment; and c) Instructional overview of the typical steps involved in an income analysis. The Software is not a replacement for cost-based or other in-house value estimates and is to be used for comparison and supplemental information. Licensee will use the Software only in its normal course of business of assessing real property and not for any other purpose, including without limitation, mass appraisal of properties outside of Licensee's jurisdiction, valuation of any real property, or valuation of improvements to any real property.
4. **Licensee Obligations and Restrictions.** Licensee will not use, or permit others to use, the Software for any purpose or activity other than the Authorized Application.
 - (a) Licensee will use reports generated via the Software only for internal office purposes consistent with the Authorized Application. Licensee may distribute reports as necessary to defend tax appeals.
 - (b) Licensee will train all employees on the Software and use reasonable precautions to monitor each employee's use of the Software to ensure that employees do not violate any of the terms of this Agreement including without limitation, using the Software in any manner that is inconsistent with the Authorized Application.
 - (c) Licensee will not use or allow others to use the Software for the benefit of any third party unrelated to the Authorized Application. Licensee will not provide or allow others to provide reports generated by the software to any third party unrelated to the Authorized Application. Licensee will not provide, disclose, divulge or make available to, or permit use of the Software by persons other than Licensee's employees and agents per separate Agreement.
 - (d) Licensee will not modify, copy, duplicate, reproduce, license, sub-license, transfer, or convey the Software or any right in the Software to anyone else, nor will Licensee transfer or share usernames and passwords.
 - (e) Licensee will not decompile, disassemble, or reverse engineer any portion of the Software or attempt to discover any source code, application or framework structure, data entries, or underlying ideas or algorithms of the Software.
 - (f) Licensee will not remove, alter or otherwise obscure any proprietary rights notices appearing in the Software.
5. **Term, Payment, Delivery, Renewal.** This Agreement will become effective at acceptance and the initial one year Term will commence on the Software Release Date per proposal (page 1). Licensee will pay Assessment Advisors a license fee for the initial term (page 1) which is non-refundable and due prior to delivery of the Software, which will include INCOMETWORKS Options, Features, Consulting, and Support per the proposal (page 1). On the Release Date, Assessment Advisors will deliver to Licensee the requested number of usernames and passwords required to access the Software. This Agreement will terminate in one year from Release Date unless Licensee chooses to renew this Agreement, at its option, via payment of a renewal fee per the proposal (page 1). Renewal fees are non-refundable and must be received prior to delivery of the Updated Renewal Release (new Data Year).
6. **Maintenance.** For so long as Licensee has an active license, i.e., a current paid-up subscription for use of the Software:
 - a) Assessment Advisors will provide Licensee with access to any enhanced versions of the Software which may increase the efficiency or ease of use of the Software, and b) Assessment Advisors will use reasonable good faith efforts to assist Licensee with any Software operation difficulties they encounter. However Assessment Advisors will have no obligation to assist Licensee with (i) difficulties due to Licensee's negligence, abuse, or misapplication, (ii) Software which has been modified or altered, (iii) Software use inconsistent with the Authorized Application, (iv) Software used in an operating environment other than that for which it has been designed.
7. **Confidentiality.** The parties each agree that during the term of this Agreement, they may receive information regarding the other party's affairs which the disclosing party considers confidential. Each party receiving such confidential information agrees not to disclose it to any third party except to its own employees and agents and only as necessary to perform its obligations or exercise its rights under this Agreement. This Paragraph is not applicable to any information which: (a) the receiving party is authorized in writing by the disclosing party to disclose; (b) is generally known or becomes part of the public domain in the trade through no fault of the receiving party; (c) is independently developed by the receiving party or its agents without any use of the confidential information; or (d) is required to be disclosed by law or regulation or by proper order of a court of competent jurisdiction after adequate notice to the disclosing party to seek a protective order, the imposition of which protective order the receiving party agrees to approve and support. The Software, and the data contained and accessed through the Software, are confidential information under this Paragraph.
8. **Ownership, Protection and Reservation of Rights.** During the Term of this Agreement and thereafter, Assessment Advisors and its licensor at all times retain ownership of the Software and all intellectual property rights pertaining thereto, including without limitation any and all patent, copyright and trademark rights ("Assessment Advisors Property")

and all physical copies of materials related to the Software. Licensee will not do, or permit to be done, any act that would impair the rights of Assessment Advisors in Assessment Advisors Property. Licensee will not attack Assessment Advisors Property or the validity of this Agreement. Licensee will cooperate with Assessment Advisors in protecting Assessment Advisors Property. Licensee will promptly notify Assessment Advisors of all infringements or violations of the rights in Assessment Advisors Property and will cooperate with Assessment Advisors in the prosecution of any legal action for infringement. Except for the rights expressly granted to Licensee in Paragraph 1, Assessment Advisors grants and Licensee receives no other rights or licenses to the Software, derivative works thereof, Assessment Advisors Property, other intellectual property rights pertaining thereto, including without limitation, any rights to use the ideas, source code, methods or processes embodied, or the whole or any part of the data incorporated in the Software.

9. **Limited Warranty.** During the Term of this Agreement ("Warranty Period") Assessment Advisors warrants that the Software will operate in a manner consistent with that described in Paragraph 2. If Licensee provides Assessment Advisors with written notice during the Warranty Period that the Software fails to operate as warranted in this Paragraph, Assessment Advisors will use reasonable efforts to cure the defect and make the Software operate as herein warranted. Licensee's sole remedy in the event of breach by Assessment Advisors of this Paragraph will be replacement of the defective Software or defective portion thereof. Assessment Advisors will have no obligations under this Paragraph to the extent noncompliance results from (a) modification of the Software not authorized by Assessment Advisors, (b) use of the Software for a purpose or in a manner other than that for which it was designed, or (c) Licensee's access to the internet or world wide web or other issues relating to Licensee's computer network. This Paragraph states Assessment Advisors' entire liability and Licensee's exclusive remedy with respect to any breach by Assessment Advisors of this Paragraph. Any action for breach of this limited warranty must be commenced during Warranty Period. Except as explicitly set forth in this Paragraph, Assessment Advisors makes no warranties, whether express, implied, or statutory, regarding or relating to the Software, or any materials or services furnished or provided to Licensee under this agreement. Specifically, Assessment Advisors does not warrant that the Software will be error free or will perform in an uninterrupted manner. Assessment Advisors and its licensor specifically disclaim all implied warranties of title, non-infringement, satisfactory quality, merchantability and fitness for a particular purpose with respect to the Software and services, and with respect to the use of any of the foregoing. Except for breach of Paragraph 7 or Paragraph 8 neither Licensee, Assessment Advisors will be liable for any indirect, incidental, special or consequential damages. In no event will either party's liability for any damages exceed the license fee paid to under this Agreement in the year preceding the claim.
10. **Indemnification.** Licensee agrees to indemnify, hold harmless and defend Assessment Advisors and its licensors, and their respective officers, members, employees, agents, successors, representatives, and assigns from and against any claims or suits, including reasonable attorneys' fees and expenses, which arise or result from Licensee's use of the Software, or Licensee's breach of any terms and conditions of this Agreement, or Licensee's use of the Software inconsistent with the Authorized Application. Assessment Advisors agrees to indemnify, hold harmless and defend Licensee from and against any claims or suits, including reasonable attorneys' fees and expenses, which arise or result from claims that Licensee's use of the Software infringes or violates any copyright or patent. If a final injunction is obtained against Licensee's use of the Software by reason of such infringement, or if in Assessment Advisors' opinion the Software is likely to become the subject of a claim for such infringement, Assessment Advisors shall, at its sole option and expense: (i) procure for Licensee the right to continue using the Software in the manner permitted hereunder; (ii) replace or modify the Software so that it becomes non-infringing, or (iii), if (i) and (ii) are not feasible, terminate this Agreement and refund to Licensee on a pro rata basis any prepaid license fees. The foregoing remedies shall be Licensee's sole and exclusive remedies in the event of a successful claim of infringement. Assessment Advisors shall have no liability to Licensee hereunder if any infringement is based upon Licensee's use of the Software in combination with any software not furnished by Assessment Advisors, if the Software is used in a manner for which it is not designed or permitted, or if the infringement is based upon modifications of the Software by Licensee.
11. **Dispute Resolution.** If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama between the Montgomery County Commission and Assessment Advisors, LLC.
12. **Termination, Survival.** This Agreement is effective until expired or terminated. Either party may terminate this Agreement if the other party breaches a material term and fails to cure such breach within sixty (60) days after receipt of written notice describing the breach in reasonable detail. Upon expiration or termination of this Agreement for any reason, all licenses, usernames, and passwords granted to Licensee will immediately be terminated. All terms in this Agreement which are intended to survive expiration or termination of this Agreement will survive expiration or termination.
13. **Choice of Law, Invalidity.** This Agreement will be construed and governed by the laws of the State of Illinois applicable to agreements made and to be performed entirely in Illinois, USA. The provisions of this Agreement allocate the risks between Assessment Advisors and Licensee. Licensee's pricing reflects this allocation of risk and the limitation of liability specified in this Agreement. This allocation is an essential element of the basis of the bargain between the parties. If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable.

14. **Assignment, Relationship of Parties, Entire Agreement.** Assignment of this Agreement and any included rights by Licensee is strictly prohibited. Assessment Advisors may assign this Agreement without restriction to an assignee who agrees in writing to be bound by the terms. There is no relationship or agency, partnership, joint venture, employment or franchise between Assessment Advisors and Licensee. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements, proposals, and negotiations, written or oral, relating to the subject matter hereof. This Agreement cannot be modified, amended, changed or extended orally. The headings in this Agreement are for convenience and shall not be used to construe meaning or intent. Any contract, purchase order, or similar document, which may be issued by Licensee in connection with this Agreement does not modify this Agreement.

Accepted and Agreed

Assessment Advisors, LLC and the County have, through their duly authorized representatives, entered into this Software License Agreement. The parties have read and understood the terms of this Agreement and hereby agree, by their respective signatures, to the terms thereof.

Sign: _____ Date: _____

By: Timothy VanKirk
President - Assessment Advisors, LLC

Sign: _____ Date: _____

By: _____
Chairman - Montgomery County Commission



Assessment Advisors, LLC

toll free phone & fax: 1-888-226-9585

www.IncomeApproach.com

IncomeWorks® SOLE SOURCE / SINGLE SOURCE STATEMENT

JUSTIFICATION FOR PROCUREMENT THAT THIS PACKAGE IS NOT AVAILABLE FROM ANY OTHER PROVIDER

IncomeWorks, developed exclusively for assessment professionals by Assessment Advisors, LLC, is a stand alone program in web based format that can be customized for Montgomery County, Alabama.

IncomeWorks is an innovative product that is protected by U.S. Patent #7,676,428.

The awarding of a U.S. Patent proves that IncomeWorks meets the two rigorous and comprehensive criteria required: 1) it is novel or "different from any device, system, or known method in the relevant technology area" and 2) it is non-obvious to one of ordinary skill in the art.

IncomeWorks is an income based local-market-specific commercial real estate evaluation model designed specifically to bring consistency and equity to the assessment of commercial, industrial, lodging, multifamily, office, and retail properties. IncomeWorks is a product and a process that collects and analyzes local lease-practices data. An assessor can input readily available information pertaining to a property and IncomeWorks will return an instant, income approach evaluation estimate based on local market data.

Copyright protection has been in place since development and the registration is updated to include enhancements. The name "IncomeWorks" and our crane logo are Registered Trademarks.

Assessment Advisors, LLC is the only provider of IncomeWorks.

Assessment Advisors, LLC (Timothy VanKirk, MAI, President and Linda Pedalino, MAI, Vice President) provide IncomeWorks, which is the only source for a real property market-value economic model that incorporates (1) a complete market survey of existing and proposed stock of commercial and industrial real property within jurisdictional boundaries, and (2) a complete calibration of those surveyed lease practices for the existing properties by type and sub-type, size, specific location, quality, functionality, and market appeal. The results of these exhaustive surveys automatically fuel the model to generate market-based assessments with minimal user inputs.

All other income systems provide only a template requiring Assessors to survey and then manually input all components of basic lease practices. IncomeWorks provides the local lease practices, professionally surveyed and calibrated to the specific jurisdiction real property stock, and pre-loaded into the models. IncomeWorks clients also receive consulting services from Assessment Advisors, LLC.

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G. THOMAS SURTEES
Commissioner

State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

CYNTHIA UNDERWOOD
Assistant Commissioner
LEWIS A. EASTERLY
Secretary

November 17, 2005

MEMORANDUM

To: County Tax Assessors
County Revenue Commissioners
County Administrators

From: Bill Bass, Director
Property Tax Division

Subject: Contracts and Purchases Exempt from State Bid Law

There appears to be some confusion throughout the state as to what types of contracts and purchases may be exempt from the State Bid Law. The Department of Revenue has previously established the position that aerial photography, GIS/Mapping software, and conversion services are exempt from the State Bid Law. This position is based on the following established criteria:

Section 41-16-51(3) Code of Alabama 1975 exempts the following ... "Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part" ... The Department of Revenue's position is the converting of paper maps to a digital format and the acquisition of photography according to the specifications and requirements of ADOR has always been considered a personal service. The companies and individuals that provide these services must possess a high degree of professional skill.

Section 41-16-51(8) Code of Alabama 1975 exempts the following ... "Purchases of manuscripts, books, maps, pamphlets, or periodicals" ... Obviously photography and GIS/Mapping systems are maps that are in a digital format rather than paper or mylar. As stated earlier the conversion of paper or mylar maps to a digital format fits the definition of the "purchase of maps" and aerial photography procurement is exempt from the competitive bid law because it becomes an integral part of the preparation, production and making of maps.

Section 41-16-51(11) Code of Alabama 1975 exempts the following ... "Purchases of computer and word processing hardware when the hardware is the only type that is compatible with hardware already owned by the entity taking bids and custom software" ... GIS/Mapping software is custom software that cannot be purchased "Off the Shelf" as you would Microsoft Office Suite, Lotus 123, Word Perfect or any number of software packages that one would normally find in a commercial outlet such as Office Depot, Circuit City, or Best Buy. GIS or

Mapping software is specifically written to meet certain specifications such as those contained in the Alabama Department of Revenue Mapping Standards and Specifications. The GIS or Mapping software must be customized to produce the maps the ADOR requires.

For several years the Department of Revenue and The Examiners of Public Accounts have agreed that the purchase of Photography and Geographic Information Systems (GIS) also referred to as mapping systems is exempt from the competitive bid law under one or more of the above referenced code sections.

The Department of Revenue after consulting with the Examiners of Public Accounts and with their approval reaffirms our position that the purchase of aerial photography and the planimetric detail, conversion of mylar maps to a digital format, and the purchase of GIS/Mapping software is not a bid item and can be treated as a professional services contract or the purchase of custom software. If a county chooses to bid for these services they certainly may but are not required to bid. **The purchase of computer hardware in excess of \$7,500 remains subject to the State Bid Law.**

If you have any questions concerning this matter, please feel free to contact this office at 333-242-1525.

PC: Mike Scorggins, Examiners of Public Accounts
Linda Barrontine, Examiners of Public Accounts

STATE OF ALABAMA

COUNTY OF MONTGOMERY

LICENSE AND INDEMNIFICATION AGREEMENT

This License and Indemnification Agreement (this "Agreement") is made and entered into on this the ____ day of July, 2016 to be effective as of the Commencement Date, by and between **J. BRENDON PARKMAN, KADRA G. PARKMAN and JOHN M. SWEARINGEN, JR.** (collectively, "Licensors"), and the **COUNTY OF MONTGOMERY**, a political subdivision of the State of Alabama ("Licensee").

WITNESSETH:

WHEREAS, Licensors are the tenant-in-common owners of that certain parcel of real property located at 4942 Pike Road, Pike Road, Alabama 36064 consisting of approximately .70 acres, more or less as depicted on **Exhibit A** attached hereto and made a part hereof (the "Property"); and,

WHEREAS, Licensors have heretofore leased approximately .40 acres of the Property as delineated on Exhibit A (the "Leased Area");

WHEREAS, Licensee is desirous of establishing a location to maintain and store its equipment on the Property;

WHEREAS, Licensors is desirous of granting unto Licensee a license to utilize the remaining portion of the Property, being approximately .30 acres as depicted on Exhibit A (the "License Area"), to provide a convenient place for the employees of the Licensee to park their vehicles.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Licensors and Licensee agree as follows:

1) **LICENSE** - Licensors hereby grant unto Licensee a license to occupy and use the License Area for the sole purpose of providing a vehicle parking lot for its employees. Licensee hereby agrees and acknowledges that this Agreement is not, and is not construed as, a lease of the License Area as it confers no leasehold interest therein and may be revoked by Licensors in accordance with the terms set forth herein. Licensee also understands and agrees that it has no rights to utilize the License Area beyond the Term set forth herein (except as set forth in Paragraph 2 below).

2) **TERM & REVOCATION** - The Term of this Agreement shall commence on the 16th day of February, 2016 (the "Commencement Date") and will expire on February 15, 2020, unless extended in writing by the parties hereto or earlier revoked by Licensors upon thirty (30) days' notice to Licensee upon the occurrence of any of the following:

a) Licensee fails to maintain the License Area in a clean and safe condition;

b) Licensee fails to observe or comply with all federal, state, municipal, local or other applicable laws, ordinances, rules, regulations and licensing or code requirements including, but not limited to, those dealing with the use, storage and disposal of hazardous materials;

c) Licensee fails to conduct its activities in a professional and lawful manner or does, or permits to be done, anything on the License Area that would obstruct or interfere with the rights of any tenant of the Leased Area or any party in possession of any adjacent property, or injure or annoy such parties, or permit any nuisance, or permit or suffer any waste in or about the License Area;

d) Licensee fails to keep the activities conducted on the Licensed Area fully and adequately insured with coverages for commercial general liability insurance covering bodily injury and property damage, all risk or special perils covering all personal property in or about the License Area;

d) Licensee abandons the License Area for more than thirty (30) days;

e) Licensee allows a lien to attach to the License Area for materials or services provided to or on behalf of Licensee;

f) Licensee attempts to assign or transfer any rights under this Agreement;

g) Any tenant of the Leased Area requires the use of the License Area for expansion of its business; or,

h) Lessor receives an offer to purchase the Leased Are which it desires to accept.

3) **ENTRY** - Lensors, their agents, employees or servants, shall have the right to enter the License Area (a) without notice, and by any means necessary, in the event of an emergency involving danger to person or property, (b) upon reasonable notice to Licensee to show the License Area to a potential purchaser, or (c) to perform any repairs or maintenance on the License Area.

4) **INDEMNITY** – To the fullest extent permitted by law, Licensee shall indemnify, hold harmless and defend Lensors, their agents, employees and servants from and against any and all claims, actions, damages, liabilities, costs and expenses (including, but not limited to, attorneys' fees) in connection with the death of, or bodily or personal injury to, any person or any damage to or loss or destruction of any property arising or resulting from, out of or in connection with the use by the Licensee of the License Area or any part thereof or occasioned wholly or in part by any act or omission of Licensee, its agents, employees, servants, contractors, invitees or guests.

5) **RELEASE** – Lensors shall not be responsible to Licensee for any injury to or death of Licensee's agents, employees and servants or any other person in the License Area ("Licensee Parties") or any damage to or loss or destruction of any property of Licensee Parties caused by or resulting from any cause whatsoever or any condition on the Licensed Area or for any injury or damages caused by or resulting from acts of God or the elements or for any injury or damage caused by or resulting from Licensee's use of any part of the License Area. Licensee

Parties shall use and occupy the License Area **AT THEIR OWN RISK** and Licensee, on behalf of the Licensee Parties, hereby releases Licensors, their agents, employees and servants from any and all claims of liability of any and every kind whatsoever arising or resulting from or in any way connected with any loss of life, personal injury or property damage, no matter when or to whom same occurs, even if caused in whole or in part by the negligent acts or omissions of any party released hereunder, without being limited by any other provision of this Agreement.

6) **UTILITIES** – Any utilities required by the Licensee on the License Area during the Term shall be directly arranged and paid for by the Licensee.

7) **NOTICES** – All notices to Licensee hereunder may be delivered by personal hand delivery to Licensee, by U.S. Mail, registered or certified, return receipt requested (in which case notice shall be deemed to have been given three (3) days after deposit in the U.S. Mail) or by facsimile or electronic mail at the following addresses:

County of Montgomery

Attn: _____
Fax (334) _____
E-Mail: _____

8) **NO JOINT VENTURE** – Any intention to create a joint venture or partnership relation between the parties hereto is hereby expressly disclaimed.

9) **ASSIGNMENT** – Licensee shall not assign or in any way transfer its rights under this Agreement. Any attempted transfer shall be null and void and shall result in a revocation of this Agreement.

10) **GOVERNING LAW** – This Agreement shall be governed by the internal laws of the State of Alabama without regard to its conflicts of law principles.

11) **MISCELLANEOUS** – This Agreement is the entire agreement between the parties hereto as to the subject matter hereof. If any provision of this Agreement is deemed to be invalid or unenforceable, the remainder of this Agreement shall remain valid and effective. This Agreement may be amended and modified only in writing signed by Licensors and Licensee.

[Signatures appear on immediately following page]

Licensors and Licensee have executed, or caused to be executed by its duly authorized representatives, this Agreement as of the day and year set forth above.

LICENSORS

J. Brendon Parkman

Kadra G. Parkman

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned Notary Public in and for said State at Large, hereby certify that J. Brendon Parkman and Kadra G. Parkman, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily as of the date hereof.

Given under my hand this the ____ day of July, 2016.

NOTARY PUBLIC (SEAL)
My Commission expires: _____

[Signatures continue on following page]

John M. Swearingen, Jr.

STATE OF ALABAMA
MONTGOMERY COUNTY

I, the undersigned Notary Public in and for said State at Large, hereby certify that John M. Swearingen, Jr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily as of the date hereof.

Given under my hand this the _____ day of July, 2016.

NOTARY PUBLIC
My Commission expires: _____ (SEAL)

[Signatures continue on following page]

LICENSEE

**COUNTY OF MONTGOMERY,
ALABAMA**

By: _____

Its: _____

STATE OF ALABAMA

MONTGOMERY COUNTY

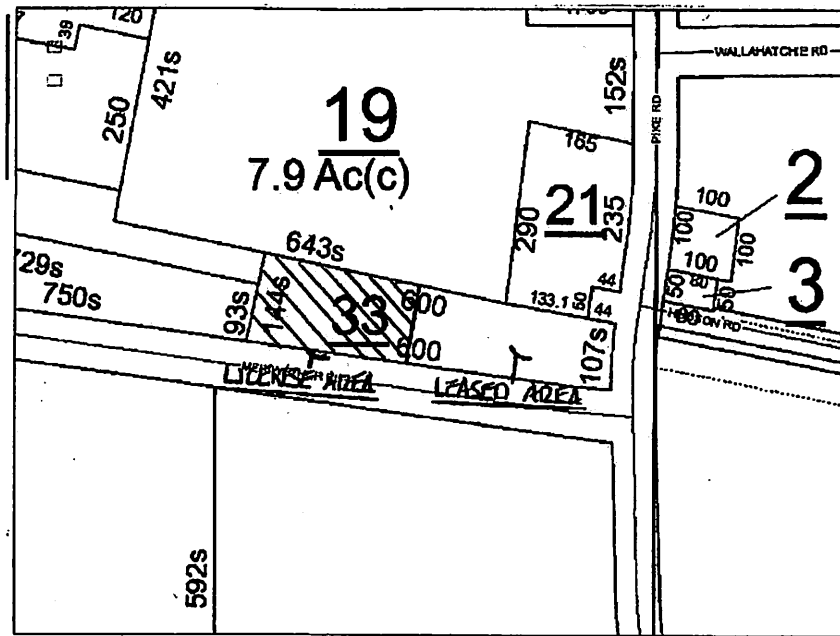
I, the undersigned Notary Public in and for said State at Large, hereby certify that _____, whose name as _____ of the County of Montgomery, Alabama, a political subdivision of the State of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such _____ and with full authority, executed the same voluntarily on behalf of said political subdivision as of the date hereof.

Given under my hand this the _____ day of July, 2016.

NOTARY PUBLIC
My Commission expires: _____

(SEAL)

Exhibit A



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 1816

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

September 28, 2016

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Lease Agreement for .30 Acre Lot on Meriwether Road

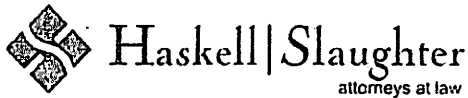
Attached is a memorandum from County Engineer George C. Speake and a License and Indemnification Agreement with J. Brendon Parkman, Kadra G. Parkman and John M. Swearingen, Jr., for a .30 acre lot on Meriwether Road. The Licensors' attorney drafted the License and Indemnification Agreement. Should you have any questions regarding this Agreement, please contact Mr. Speake.

Please review and issue an opinion by 2:00 p.m., Thursday, September 29, 2016, as to whether this Agreement is acceptable.

Thank you for your assistance regarding this matter.

DLM/tn

Attachments



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

September 29, 2016

T TG

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Lease Agreement for .30 Acre Lot on Meriwether Road

I have reviewed your memorandum dated September 28, 2016, regarding a Lease Agreement and Indemnification Agreement with J. Brendon Parkman, Kadra G. Parkman and John M. Swearingen, Jr., for a .30 acre lot on Meriwether Road.

It is my opinion that the County's standard dispute resolution language should be added to the above-referenced agreement as follows:

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

With the above language added, the agreement appears to be in order. This agreement will be binding on all parties, if executed.

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

50051-317



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

August 25, 2016

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Dollar General
Request for Retail Beer & Table Wine (Off Premise)

After investigating the Dollar General located at 30 Johnny Shirley Road, Ramer, Alabama, I have no objection to them obtaining a retail beer and table wine (off premise) license.

If you have any questions, please do not hesitate to contact me or my assistant.

DC/crv

encls.

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

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990 



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20160729155504926



Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** \$150.00 **County:** \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** \$150.00 **County:** \$75.00

Trade Name: DOLLAR GENERAL STORE 17394 **Filing Fee:** \$100.00

Applicant: DOLGENCORP LLC **Transfer Fee:**

Location Address: 30 JOHNNY SHIRLEY ROAD RAMER, AL 36069

Mailing Address: 100 MISSION RIDGE GOODLETTSVILLE, TN 37072

County: MONTGOMERY **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Type Ownership: LLC

Book, Page, or Document info: A73 PAGE 173

Date Incorporated: 12/21/1973 **State incorporated:** KY **County Incorporated:** FRANKLIN

Date of Authority: 10/21/2008 **Alabama State Sales Tax ID:** R006106389

Name: **Title:** **Date and Place of Birth:** **Residence Address:**

JAMES W THORPE 111066256 - TN	MANAGER	01/30/1959 FALL RIVER MASS	1120 CHLOE DR GALLATIN, TN 37066
LAWRENCE JOSEPH GATTA 118386892 - TN	DOLGEN LLC MGR	03/22/1960 NILES, OHIO	544 WINDSTONE BLVD BRENTWOOD, TN 37027

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: TRACY GRUBISIC

Business Phone: 615-855-4000

Fax: 877-364-4130

Home Phone: 615-855-4000

Cell Phone:

E-mail: TAX-BEERANDWINE@DOLLARGENERAL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:

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STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20160729155504926



If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: THE BROADWAY GROUP LLC 256-533-7287
What is lessors primary business? PROPERTY MGMT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 9100 Display Square Footage:
Building seating capacity: 00000 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: ENTIRE STRUCTURE
Location is within: COUNTY Police protection: COUNTY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 ALCOHOL LICENSE APPLICATION
 Confirmation Number: 20160729155504926

**Initial each****Signature page**

☐ LG
☐ LG

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☐ LG

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☐

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☐

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☐

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☐ LG

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☐ LG

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☐ LG

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

Larry Gatta

Signature of Applicant:

[Signature]

Notary Name (print):

KATHY L. SCHULTZ

Notary Signature:

Kathy L. Schultz

Commission expires:

12-17-18

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

Famous Hand

HOROSCOPE

yourself in direct
others with self
avert disaster at

South dealer.

North-South cards, the bidding went By HOLIDAY MATHIS

Both sides owned by Volkert Inc., at their offices at 316 South McKenzie Street Foley, AL 36535; Until 4:00 PM Local Time; October 31, 2016 for:

GULF STATE PARK TRAILS PACKAGE 3, PEDESTRIAN BRIDGES THE STATE OF ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES Gulf Shores, Alabama

and thereafter delivered to the Owner for consideration of approval to bid this project.

All interested General Contractors shall obtain AIA Document A305 from <https://documentsondemand.aia.org/> and written pre-qualification procedures and additional criteria from the Architect at wmccgarity@architectureworks.com. Participation by minority and women owned business enterprises (MWBE) is strongly encouraged.

The Work of the project includes, but is not limited to, construction of two pedestrian bridges over State Road 182, Perdido Beach Boulevard at Gulf State Park and all related work, as indicated on the Bid and Construction Documents. The project will be bid in a single bid package

A PRE-BID CONFERENCE will be scheduled prior to bids being received. Attendance at the Pre-Bid Conference is Mandatory for all Prequalified General Contractor Bidders intending to submit a Proposal, and is highly recommended for Subcontractors. Bids from Prequalified General Contractor Bidders who do not attend the Mandatory Pre-Bid Conference will be rejected.

Additional qualifications and requirements for Prequalified General Contractor Bidders and separate Subcontractors and Manufacturers are indicated in the Bid and Contract Documents.

Only General Contractors who have been approved to bid pursuant to the pre-qualification procedures and criteria established by the Owner will be eligible to bid the project. The Owner reserves the right to reject any or all proposals, to waive technical errors, and to add additional bidders beyond the date stated above if, in their judgment, the best interests of the Owner will thereby be promoted.

The State of Alabama Department of

Prequalification Proposals shall be submitted in triplicate, and will be received on behalf of the Owner by Volkert Inc., at their offices at 316 South McKenzie Street Foley, AL 36535; Until 4:00 PM Local Time; October 31, 2016 for:

GULF STATE PARK TRAILS PACKAGE 3, PEDESTRIAN BRIDGES THE STATE OF ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES Gulf Shores, Alabama

and thereafter delivered to the Owner for consideration of approval to bid this project.

All interested General Contractors shall obtain AIA Document A305 from <https://documentsondemand.aia.org/> and written pre-qualification procedures and additional criteria from the Architect at wmccgarity@architectureworks.com. Participation by minority and women owned business enterprises (MWBE) is strongly encouraged.

The Work of the project includes, but is not limited to, construction of two pedestrian bridges over State Road 182, Perdido Beach Boulevard at Gulf State Park and all related work, as indicated on the Bid and Construction Documents. The project will be bid in a single bid package

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als not identified in Proposal "A", "B" and "C" as indicated and specified. Proposal "E": For the furnishing and installation of all work and materials as indicated and specified for the entire project.

All Contractors bidding this project shall be required to visit the sites and examine all existing conditions prior to submitting their proposal. All Bidders shall have general liability and workman's compensation insurance.

All Proposals shall be bid excluding taxes. If the Proposal Item is under \$50,000.00 dollars, a Contractors license is not required, nor Performance, Statutory Labor and Material Payment Bonds. Submit proposal using the form furnished by the Architect or copies thereof - list Bid Item on this Form. No Proposal Item may be withdrawn after scheduled closing for receipt of bids for a period of sixty (60) days. The Owner reserves the right to reject any or all proposals and to waive technical errors if, in the Owners judgment, the best interests of the Owner will thereby be promoted.

If the Proposal or Bid Item exceeds \$50,000.00 dollars, the Contractor must be a licensed Contractor by the State of Alabama, and a certified check or Bid Bond payable to the Tallahassee City Board of Education in an amount not less than five percent (5%) of the amount of the bid, but in no event more than \$10,000.00 must accompany the bidder's proposal. Performance and statutory labor and material payment bonds will be required at the signing of the Contract.

All bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, and must show evidence of license before bidding or bid will not be received or considered by the Architect. All bidders shall show such evidence by clearly displaying current license number on the outside of the sealed envelope in which the proposal is delivered.

Electronic images of the documents may be viewed on-line and printed by the Contractors and Suppliers by obtaining documents through the www.mckeeassoc.com web site, by contacting the Architect at mckeeplans@gmail.com for log-in information and password. Please provide company name, address, phone #, fax #, email address and GC License #. This is the only web site endorsed by the Architect. The Architect is unable to monitor, confirm and maintain websites that are beyond his control. Addendums shall be posted on the above web site. The Architect retains ownership and copyrights of the documents. If bidders require printed sets the following shall apply: Submit to the Architect a deposit of \$75.00 per set per project. The deposit shall be refunded less shipping charges for each set returned in reusable condition within ten days after bid opening.

All RFIs and RFA's regarding the bid documents shall be sent and addressed thru the following e-mail account: rearn@mckeeassoc.com. The Architect will not accept inquiries via telephone or fax. Completion Time: All work shall be completed per the Owner schedule.

Owner: Mr. Wade A. Shipman, Superintendent Tallahassee City Board of Education 308 King Street Tallahassee, Alabama 36078 Phone: (334) 283-6864 Architect: McKee and Associates Architecture and Interior Design 631 South Hull Street Montgomery, Alabama 36104 Phone: (334) 834-9933

Mont. Adv. 9/30 10/3 10/10

1622003



BEVERAGE PERMIT APPROVAL NOTICE

Notice is hereby given that application has been made to the Montgomery County commission, Montgomery, Alabama, for approval of a permit for the sale of liquor at this location, namely:

NAME: DOLLAR GENERAL STORE 17394 ADDRESS:30 JOHNNY SHIRLEY ROAD RAMER AL 36069 AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET BEFORE THE COUNTY COMMISSION AT: 9:30 A.M.OCTOBER 17TH, 2016 (MONTH) (DAY)

in the Montgomery County Courthouse and Administration Building Annex III, 101 South Lawrence Street, 1st Floor, Commission Chambers, Montgomery, Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the Montgomery County Commission.

Donald L. Mims, County Administrator Montgomery County Commission

Mont. Adv. 10/10

1644413

LEGAL INSERTION FOR ALCOHOLIC BEVERAGE PERMIT APPROVAL NOTICE

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NAME:LEGRAND PACKAGE STORE ADDRESS:13893-A US HWY 331, MONTGOMERY, AL 36105 AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET BEFORE THE COUNTY COMMISSION AT: 9:30 A.M.OCTOBER17TH, 2016 (MONTH) (DAY)

in the Montgomery County Courthouse and Administration Building Annex III, 101 South Lawrence Street, 1st Floor, Commission Chambers, Montgomery, Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the Montgomery County Commission.

Donald L. Mims, County Administrator Montgomery County Commission

Mont. Adv. 10/10

1642845

DAILY CROSSWORD

CROSSWORD

POET DUOS JUMBLE

THAT SCRAMBLED WORD GAME

by David L. Hoyt and Jeff Knevek

16-6



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

September 13, 2016

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : LeGrand Package Store
Request for 011-Lounge Retail Liquor-Class II(Package) License

The Sheriff's Office has no objection to issuing a Lounge Retail Liquor License to LeGrand Package Store.

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

DC/crv

encls.

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

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990 



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20160809094455748



Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) **State:** \$300.00 **County:** \$300.00

Type License: **State:** **County:**

Trade Name: LEGRAND PACKAGE STORE **Filing Fee:** \$50.00

Applicant: JAY JALARAM INC **Transfer Fee:**

Location Address: 13893 A US HWY 331 MONTGOMERY, AL 36105

Mailing Address: 13893 A US HWY 331 MONTGOMERY, AL 36105

County: MONTGOMERY **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Type Ownership: CORPORATION

Book, Page, or Document info: CORP 238 PGE 425-428

Date Incorporated: 11/13/2002 **State incorporated:** AL **County Incorporated:** MONTGOMERY

Date of Authority: 11/13/2002 **Alabama State Sales Tax ID:** 510031089

Name: **Title:** **Date and Place of Birth:** **Residence Address:**

PARESHKUMAR J PATEL 7534869 - AL	SECRETARY TREASURER	06/23/1971 INDIA	8901 DALLINGER COURT MONTGOMERY, AL 36117
SANJAYKUMAR J PATEL 7267313 - AL	PRESIDENT	07/18/1969 INDIA	8231 CHADBURN XING MONTGOMERY, AL 36116

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: SANJAY PATEL

Business Phone: 334-578-7897

Fax:

Home Phone: 334-328-9525

Cell Phone: 334-328-9525

E-mail: JAYJALARAMINC@YAHOO.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20160809094455748



If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: JAY JALARAM REALTY LLC 334-328-9525
What is lessors primary business? OWNS OTHER LICENSED LOCATIONS
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? YES

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? YES
Building Dimensions Square Footage: 1025 Display Square Footage: 900
Building seating capacity: 00000 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Location is within: COUNTY Police protection: COUNTY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20160809094455748



Initial each

Signature page

S. J. S. J. S. J. S. J. S. J. S. J. S. J. S. J.	In reference to law violations, I attest to the truthfulness of the responses given within the application. In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application. In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application. In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application. In reference to the Club Application information, I attest to the truthfulness of the responses given within the application. In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement. In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record. The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board. I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.
---	--

Applicant Name (print): SANJAY PATEL

Signature of Applicant: S. J. Patel

Notary Name (print): RITA MCCRAY

Notary Signature: Rita McCray

Commission expires: 4/15/2020

Application Taken:	App. Inv. Completed:	Forwarded to District Office:
Submitted to Local Government:		Received from Local Government:
Received in District Office:	Reviewed by Supervisor:	Forwarded to Central Office:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20160809094455748



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?: OWNER IS LEASING THE BUILDING TO HIS OTHER CORPORATION AND OWNS OTHER LICENSED LOCATIONS.

Is there any further interest in, or connection with, the licensee's business by the lessor?: OWNER IS LEASING THE BUILDING TO HIS OTHER CORPORATION AND OWNS OTHER LICENSED LOCATIONS.

Famous Hand

South dealer.

North-South cards, the bidding went

HOROSCOPE

By HOLIDAY MATHIS

yourself in direct
others with self
avert disaster at

at their offices at 316 South McKenzie Street Foley, AL 36535; Until 4:00 PM Local Time; October 31, 2016 for:

GULF STATE PARK TRAILS PACKAGE 3, PEDESTRIAN BRIDGES THE STATE OF ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES Gulf Shores, Alabama

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Owner: Mr. Wade A. Shipman, Superintendent Tallahassee City Board Of Education 308 King Street Tallahassee, Alabama 36078 Phone: (334) 283-5864 Architect: McKee and Associates Architecture and Interior Design 631 South Hull Street Montgomery, Alabama 36104 Phone: (334) 834-9933

Mont. Adv. 9/30 10/3 10/10

1622003



BEVERAGE PERMIT APPROVAL NOTICE

Notice is hereby given that application has been made to the Montgomery County commission, Montgomery, Alabama, for approval of a permit for the sale of liquor at this location, namely:

NAME: DOLLAR GENERAL STORE 17394 ADDRESS:30 JOHNNY SHIRLEY ROAD RAMER AL 36069 AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET BEFORE THE COUNTY COMMISSION AT: 9:30 A.M.OCTOBER 17TH, 2016 (MONTH) (DAY)

in the Montgomery County Courthouse and Administration Building Annex III, 101 South Lawrence Street, 1st Floor, Commission Chambers, Montgomery, Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the Montgomery County Commission.

Donald L. Mims, County Administrator Montgomery County Commission

Mont. Adv. 10/10

1644413

LEGAL INSERTION FOR ALCOHOLIC BEVERAGE PERMIT APPROVAL NOTICE

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Donald L. Mims, County Administrator Montgomery County Commission

Mont. Adv. 10/10

1642845

DAILY CROSSWORD

CROSSWORD

POET DUOS

JUMBLE

THAT SCRAMBLED WORD GAME

by David L. Hoyt and Jeff Krueck



Coosa-Alabama River Improvement Association, Inc.

Over 125 years of service to State and Nation

231 Montgomery Street, Suite 209
PO Box 388
Montgomery, AL 36101-0388
(334) 265-5744
Email: jsailors@caria.org
Website: www.caria.org

September 23, 2016

OFFICERS

Allen Henry
Chairman
Spanish Fort, Alabama

Kirk Milam
Vice-Chairman - Georgia
Rome, Georgia

Greg Norris
Vice-Chairman - Alabama
Monroeville, Alabama

Robert F. Henry, Jr
Secretary-Treasurer
Montgomery, Alabama

ADMINISTRATION

Jerry L. Sailors
President

Montgomery County Commission
Mr. Donald Mims, Administrator
PO Box 1667
Montgomery, AL 36102-1667

Donce
Dear ~~Mr.~~ Mims:

Enclosed is the invoice for membership dues to the Coosa-Alabama River Improvement Association for FY 2017 (Oct 1, 2016 – Sep 30, 2017). Please note the dues represent an increase of 10% over FY 2016 as directed by the CARIA Board of Directors, the first increase since 2010.

CARIA operates on membership dues, a state appropriation, and any revenue derived from annual meeting fees. As the current state appropriation is 40% of that received four years ago, membership dues are essential to the support and maintenance of the Association. These funds are used to promote CARIA's mission of improving and marketing the Alabama, Coosa, and Tallapoosa Rivers through education, promotion, and public advocacy.

Should you have any questions or concerns, please feel free to phone me at 334-265-5744. Your membership is important to us...and we hope CARIA is important to you.

Sincerely,

Jerry L. Sailors
President

*Thank you for your
strong support.*

Enclosure

ADMINISTRATIVE
COMMISSION
2016 SEP 27 AM 11:34

Renewal Invoice

18-3

QUIT-CLAIM DEED

STATE OF ALABAMA
COUNTY OF MONTGOMERY

WHEREAS, the Grantees own certain property abutting McRee Street lying East of Main Street as shown on the Map of McRee Subdivision in Ramer, Montgomery County, Alabama, as recorded in the Judge of Probate of Montgomery County, Alabama in Plat Book 4 at page 12; and

WHEREAS, Grantees have requested that Montgomery County grant them a quit-claim deed covering the Property described herein in order to remove any possible cloud on their title; and

WHEREAS, at a meeting of the County Commission of Montgomery County held on _____, 2016, an order approving the granting of a quit claim deed covering the Property to Grantees was duly adopted; and

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of Ten Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged **Montgomery County** does hereby remise, release, quit-claim, and convey to **John H. Ellison and Barbara A. Ellison** ("Grantees"), all its right, title, interest and claim, in or to the following described real estate, situated in Montgomery County, State of Alabama, to-wit:

SEE ATTACHED EXHIBIT "A"

This conveyance is made subject to all covenants, conditions, restrictions, reservations, rights-of-way and easements appearing of record and affecting said real property.

TO HAVE AND TO HOLD, the aforegranted premises to the said **John H. Ellison and Barbara A. Ellison**, their heirs and assigns, FOREVER.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed this _____ day of _____, 2016.

MONTGOMERY COUNTY

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

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, the undersigned, Notary Public in and for said County and State, hereby certify that Elton N. Dean, Sr., whose name as Chairman of the Montgomery County Commission is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he in his capacity as such Chairman, and with full authority, executed the same voluntarily behalf of said Commission on the day the same bears date.

GIVEN under my hand this _____ day of September, 2016.
Seal

NOTARY PUBLIC
My Commission Expires: _____

Prepared By:
Matthew T. Ellis
Parnell & Crum, P.A.
P.O. Box 2189
Montgomery, AL 36102
MTe-16-482

** Preparer of this instrument is acting as scrivener only. No title search has been conducted**

EXHIBIT "A"

CROWN ROAD

PART OF McREE STREET

ALL THAT PART OF McREE STREET LYING EAST OF MAIN STREET AS SHOWN ON THE MAP OF McREE SUBDIVISION IN RAMER, MONTGOMERY COUNTY, ALABAMA, AS RECORDED IN THE JUDGE OF PROBATE OFFICE IN PLAT BOOK 4 AT PAGE 12, MORE ACCURATELY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON AXLE MARKING THE NORTHWEST CORNER OF LOT 17 OF SAID McREE SUBDIVISION; THENCE N9°38'24"E A DISTANCE OF 55.78 FEET; THENCE N88°31'08"E A DISTANCE OF 38.43 FEET; THENCE N89°03'44"E A DISTANCE OF 236.70 FEET TO A WOODEN CEMETERY FENCE; THENCE S0°23'04"E A DISTANCE OF 55.12 FEET; THENCE S89°00'31"W A DISTANCE OF 84.90 FEET; THENCE S89°03'44"W A DISTANCE OF 199.93 FEET BACK TO THE "POINT OF BEGINNING".

THUS DESCRIBING A TRACT OR PARCEL LAND LYING AND BEING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 13 NORTH, RANGE 18 EAST, MONTGOMERY COUNTY, ALABAMA, AND CONTAINING 0.35 ACRES, MORE OR LESS.



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

September 28, 2016

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Quitclaim Deed – Crown Road (McRee Street), Ramer, AL

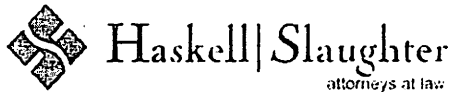
Attached is a memorandum from County Engineer George C. Speake and a Quitclaim Deed regarding Crown Road (McRee Street), Ramer, AL. It is my understanding that there are provisions in the state law regarding the conveyance of county roads to other parties. Should you have any questions regarding this Deed, please contact Mr. Speake.

Please review and issue an opinion by 2:00 p.m., Thursday, September 29, 2016, as to whether this Quitclaim Deed is acceptable.

Thank you for your assistance regarding this matter.

DLM/tn

Attachments



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

T 334.265.8573 | F 334.264.7945

MEMORANDUM

September 29, 2016

TTC

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Quitclaim Deed – Crown Road (McRee Street) Ramer, AL

I have reviewed your memorandum dated September 28, 2016, regarding a Quit Claim Deed for Crown Road (McRee Street), Ramer, Alabama.

It is my opinion and according to George Speak's letter dated September 15, 2016, the County has never done work on this road and it is a private road. I see no problem in executing the Quit Claim Deed.

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

50051-317

Lowndes County Sheriff's Department
PO Box 157
1 Washington Street
Hayneville, Alabama 36040
Office (334) 548-2151
Fax (334) 548-5900

Date: September 26, 2016

To: Donnie Mims, Administrator
Montgomery County Commission

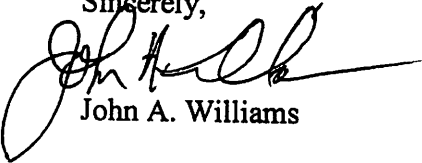
From: Sheriff John A. Williams

Ref: 2009 Harley-Davidson FLHTP

Mr. Mims

I am writing you this letter requesting the transfer of a 2009 Harley-Davidson FLHTP surplus motorcycle from the Montgomery County Sheriff's Office to the Lowndes County Sheriff's Office. The motorcycle in question is in need of repairs which exceed \$5,000.00. Our agency is willing to invest in the repair of this vehicle in order to start a motors division within our agency. Should you have any questions or require any assistance please feel free to call me or Chief Deputy Chris West at the above number.

Sincerely,



John A. Williams

Montgomery Cash & Carry

1761 Upper Wetumpka Road

Montgomery, AL 36107

(334) 265-9482

PC 1/2

PURCHASE ORDER NO. <u>2016-00064</u>		DATE <u>09-23-16</u>	
CUSTOMER <u>MONTGOMERY COUNTY COMMISSION</u>			
ADDRESS <u>(COUNTY SHERIFFS OFFICE)</u>			
CITY _____		STATE _____	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
13c	49/Pouch CAPRI SUN	8.90	115 70
22cs	35/CT COKE	11.99	263 78
22cs	35/CT SPRITE	11.99	263 78
3cs	7.7LB KINGSTON (HARLOW)	35.00	105 00
4/ea	32oz GULF LIFE STAYZEN	3.69	14 76
3/ea	40oz LAUREL SEAS SALT	7.20	21 60
10cs	28 PK GATORADE (12oz)	14.50	145 00
3/ea	500CT FOIL SHEETS	11.90	35 70
5cs	50PK LAY'S REG CHIPS	14.50	72 50
5cs	104 PK LAY'S SCO CHIPS	35.00	175 00
5cs	104 PK FLAMIN' HOT CHIPS	35.00	175 00
1cs	40 CT Full SIZE DP. ALUM. PANS	49.20	49 20
1/ea	100CT FOOD HANDLING GLOVES	4.65	4 65
		SUB	1441 67

ALL claims and returned goods MUST be accompanied by this bill.

CONT.

0980

Rec'd by

[Signature]

Montgomery Cash & Carry

1761 Upper Wetumpka Road

Montgomery, AL 36107

(334) 265-9482

P₃ 2/2

PURCHASE ORDER NO. <u>2016-00064999</u>		DATE <u>09-23-16</u>	
CUSTOMER <u>MONTGOMERY COUNTY COMMISSION</u>			
ADDRESS <u>(COUNTY SHERIFFS OFFICE)</u>			
CITY _____		STATE _____	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	
25CS	40/4oz BEEF PATTIES	39.50	987	50
13CS	80/CT HOT DOGS	19.75	256	75
5CS	200/CT KETCHUP POUCH	8.35	41	75
5CS	200/CT MUSTARD POUCH	5.40	27	00
5/ea	500/PK NAPKINS	2.75	13	75
6/ea	250/CT #300 FOLD TRAY	10.30	61	80
1/ea	900/CT BOOK MATCHES	2.75	2	75
2/ea	SERVING TONGS	1.00	2	00
		SUB	1393	30
		SUB P ₃ .1	1441	67
		SUB P ₃ .2	1393	30
	GRAND TOTAL		2834	97

ALL claims and returned goods MUST be accompanied by this bill.

0981

Rec'd by

Regina We



CLUB MANAGER DAVID URAY
(334) 272 - 0277

MONTGOMERY, AL

09/23/16 07:28 9798 08106 011 3504

MONTG CO SHERIFFS OFFICE

31 @ 1.98		
E 30815 HAM BUNS	F	61.38 E
61 @ 1.98		
E 30819 HOT DOG BUNF		120.78 E
SUBTOTAL		182.16
TOTAL		182.16
WALMART CREDIT TEND		182.16
ACCOUNT # ****	****	38 01 S
APPROVAL # 023831		
TERMINAL # SC011296		

CHANGE DUE 0.00

Visit samsclub.com to see your savings

ITEMS SOLD 92

IC# 0683 6047 8140 7772 0061 0



Please complete our "NEW AND SHORTER SURVEY" about today's visit at:

<http://www.survey.samsclub.com>

IN RETURN FOR YOUR TIME YOU COULD WIN

ONE OF FIVE \$1,000 SAM'S CLUB SHOPPING CARDS

Must be 18 or older and a legal resident of the 50 US or DC to enter. No purchase necessary. Visit

www.survey.samsclub.com for Official Rules,

the end date, and to enter without purchase.

Survey must be taken within TWO weeks of today.

Esta encuesta también se encuentra en español en la página de Internet.

Happy to Help

*** MEMBER COPY ***

METAL PIPE
Invitation to Bid: 53000-16B-037

Metal Pipe-Round and Arch
Bituminous Coated Galvanized Steel Pipe
Plain Galvanized Steel Pipe
Plain Aluminized Steel Pipe

			1	2	3	4	5	6	7	
Size	Gauge	Arch Equiv. to Round	Corrugations	Bit. Coated Galv. Pipe per Foot	Bit. Coated Galv. Band per Each	Plain Galv. Pipe per Foot	Plan Galv. Band per Each	Plain Aluminized Pipe per Foot	Plain Aluminized Band Per Each	3:1 Bevel Cut per Pair
12"	16		2-2/3" X ½"	\$ 7.98	\$15.96	\$ 6.96	\$ 13.92	\$ 8.18	\$ 16.36	\$ 24.00
15"	16		2-2/3" X ½"	\$ 10.10	\$ 20.20	\$ 8.57	\$ 17.14	\$ 10.14	\$ 20.28	\$ 30.00
18"	16		2-2/3" X ½"	\$ 12.26	\$ 24.52	\$ 10.23	\$ 20.46	\$ 12.10	\$ 24.20	\$ 36.00
24"	16		2-2/3" X ½"	\$ 16.09	\$ 32.18	\$ 13.55	\$ 27.10	\$ 16.03	\$ 32.06	\$ 48.00
30"	14		2-2/3" X ½"	\$ 24.00	\$ 48.00	\$ 20.93	\$ 41.86	\$ 24.99	\$ 49.98	\$ 60.00
36	14		2-2/3" X ½"	\$ 28.20	\$ 56.40	\$ 24.24	\$ 48.48	\$ 29.91	\$ 59.82	\$ 72.00
42	14		3" X 1"	\$ 41.21	\$ 82.42	\$ 34.81	\$ 69.62	\$ 42.34	\$ 84.68	\$168.00
48	14		3" X 1"	\$ 46.87	\$ 93.74	\$ 39.67	\$ 79.34	\$ 48.24	\$ 96.48	\$ 192.00
54	14		3" X 1"	\$ 52.53	\$ 105.06	\$ 44.53	\$ 89.06	\$ 54.16	\$ 108.32	\$ 216.00
60	10		3" X 1"	\$ 120.83	\$ 241.66	\$ 107.65	\$ 215.30	\$ 121.64	\$ 243.28	\$ 240.00

23-2

Size	Gauge	Arch Equiv. to Round	Corrugations	1	2	3	4	5	6	7
				Bit. Coated Galv. Pipe per Foot	Bit. Coated Galv. Band per Each	Plain Galv. Pipe per Foot	Plain Galv. Band per Each	Plain Aluminized Pipe per Foot	Plain Aluminized Band Per Each	3:1 Bevel Cut per Pair
66	10		3" X 1"	\$ 121.71	\$ 243.42	\$ 109.98	\$ 219.96	\$ 127.65	\$ 255.30	\$ 264.00
72	10		3" X 1"	\$ 123.26	\$ 246.52	\$ 111.45	\$ 222.90	\$ 134.16	\$ 268.32	\$ 288.00
78	10		3" X 1"	\$ 143.50	\$ 287.00	\$ 120.66	\$ 241.32	\$ 144.75	\$ 289.50	\$ 312.00
84	10		3" X 1"	\$ 154.22	\$ 308.44	\$ 129.81	\$ 259.62	\$ 157.32	\$ 314.64	\$ 336.00
17"S X 13"R	16	15"	2-2/3" X 1/2"	\$ 11.20	\$ 22.40	\$ 9.85	\$ 19.70	\$ 11.94	\$ 23.88	\$ 30.00
21"S X 15" R	16	18"	2-2/3" X 1/2"	\$ 13.36	\$ 26.72	\$ 11.56	\$ 23.12	\$ 14.26	\$ 28.52	\$ 36.00
28"S X 20"R	16	24"	2-2/3" X 1/2"	\$ 17.04	\$ 34.08	\$ 14.79	\$ 29.58	\$ 18.90	\$ 37.80	\$ 48.00
35"S X 24"R	14	30"	2-2/3" X 1/2"	\$ 25.55	\$ 51.10	\$ 22.40	\$ 44.80	\$ 28.46	\$ 56.92	\$ 60.00
42"S X 29" R	14	36"	2-2/3" X 1/2"	\$ 31.34	\$ 62.68	\$ 27.54	\$ 55.08	\$ 34.07	\$ 68.14	\$ 72.00
49"S X 33" R	14	42"	2-2/3" X 1/2"	\$ 36.58	\$ 73.16	\$ 32.24	\$ 64.48	\$ 39.68	\$ 79.36	\$ 84.00
Total Cost of Each Item 1-7: Bit. Coated Galv. Pipe, Bit. Coated Galv. Band, Plain Galv. Pipe, Plain Galv. Band, Plain Alum. Pipe, Plain Alum. Band, 3:1 Bevel Cut				\$ 1,037.83	\$ 2,075.66	\$ 901.42	\$ 1,802.84	\$ 1,078.92	\$ 2,157.84	\$ 2,616.00

Total Cost of All Items 1-7: \$ 11,670.51

13 Bids Mailed

23-3

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 17th day of October, 2016, between Gulf Atlantic Culvert Co. Inc., Tallahassee, Florida and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Gulf Atlantic Culvert Co. Inc. agrees to furnish metal pipe for Montgomery County Commission in accordance with all provisions and specifications of Invitation to Bid No. 53000-16B-037, as issued by the Montgomery County Commission on August 19, 2016 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

WHEREAS, In Consideration thereof, Gulf Atlantic Culvert Co. Inc. and Montgomery County Commission agree as follows:

1. That all terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning October 17, 2016 and ending October 16, 2017, with the option to renew for an additional two (2) years, in one (1) year periods. That the prices stipulated in the bid by Gulf Atlantic Culvert Co. Inc. shall remain firm for the one (1) year period.
3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year of the supplier's wholesale price list, which shall be furnished by Gulf Atlantic Culvert Co. Inc. upon request by Montgomery County Commission.
4. That Montgomery County Commission or Gulf Atlantic Culvert Co. Inc. may terminate this agreement at any time during the contract period by giving a sixty (60) day written notice to the other party.
5. That Gulf Atlantic Culvert Co. Inc. shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
6. That Gulf Atlantic Culvert Co. Inc. agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Gulf Atlantic Culvert Co. Inc., death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of

action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Gulf Atlantic Culvert Co. Inc. agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Gulf Atlantic Culvert Co. Inc. also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

7. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Gulf Atlantic Culvert Co. Inc.
8. 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.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 17TH day of October, 2016.

WITNESS:

GULF ATLANTIC CULVERT CO. INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 28 BIDS MAILED													
INVITATION TO BID NO: 52110-16B-038													
DATE ISSUED: 8/19/2016													
DATE OPENED: 9/9/2016													
REQUESTING DEPARTMENT: Montgomery County Sheriff's Office													
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	5.11 ATAC 8" Side ZIP Boot Style: 12001	EA	20	\$75.95	\$ 1,519.00	\$78.00	\$1,560.00						
2	Under Armour Steel Toe Work Boot Style 1257847	EA	20	\$88.95	\$ 1,779.00	\$115.00	\$2,300.00						
3	Rocky AlphaForce Side Zip Waterproof Boot Style:FQ0002173	EA	20	\$75.95	\$ 1,519.00	\$110.00	\$2,200.00						
4	Rocky Fort Hood 8" Zipper Waterproof Duty Boot Style: FQ0002149	EA	20	\$72.95	\$ 1,459.00	\$82.00	\$1,640.00						
5	Rocky High Gloss Dress Leather Oxford Shoe Style: FQ00510-8	EA	20	\$57.95	\$ 1,159.00	\$65.00	\$1,300.00						
6	Bates Lites Black Oxford High Gloss Shoe Style: E00942	EA	20	\$96.95	\$ 1,939.00	\$110.00	\$2,200.00						

Notes:

Gulf States: Item# 2 gave different stlye number: 127351, Items # 7,9,10 and 12 NO BID

Azars: Item# 8 No Bid

24-2

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-16B-017				Gulf States Distributors P. O. Box 241387 Montgomery, AL 36177 Attn: Theresa Floyd (334) 271-2010		SP Designs Mfg. Inc. 1215 SE 10th St. Cape Coral, FL 33990 Jabari Davis		TJA Police Products NO BID		Lawmen's Shooters' Supply NO BID		Nafeco NO BID	
DATE ISSUED: 8/19/2016													
DATE OPENED: 9/9/2016													
REQUESTING DEPARTMENT: Montgomery County Sheriff's Office													
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
7	Throgood Steel Toe Work Shoe	EA	20		No Bid	\$140.00	\$2,800.00						
	Style: 804-6905												
8	Under Armour Mirage Shoe	EA	20	\$106.95	\$ 2,139.00		No Bid						
	Style: 1201539												
9	Justin Wellington Boot	EA	2		No Bid	\$185.00	\$370.00						
	Style: 3040												
10	Justin Classic Roper Boot	EA	2		No Bid	\$190.00	\$380.00						
	Style: 3170												
11	Rocky 10" Work Boot	EA	2	\$79.90	\$ 159.80	\$95.00	\$190.00						
	Style: 6300												
12	Chippawa Motor Boot	EA	8		No Bid	\$295.00	\$2,360.00						

Notes:

24-3

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 17th day of October, 2016, between Gulf States Distributors, Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Gulf States Distributors owns and operates a business and agrees to furnish footwear for Montgomery County Sheriff's Office. Items 1,2,3,4,5,6,8 and 11 of the bid, in accordance with all provisions and specifications of Invitation to Bid No.52110-16B-038, as issued by the Montgomery County Commission on August 19, 2016 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

WHEREAS, In Consideration thereof, Gulf States Distributors and Montgomery County Commission agree as follows:

1. That all terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning October 17, 2016 and ending October 16, 2016, with the option to renew for an additional two (2) years, in one (1) year periods. That the prices stipulated in the bid by Gulf States Distributors shall remain firm for the one (1) year period.
3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year.
4. That Gulf States Distributors shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
5. That Montgomery County Commission or Gulf States Distributors may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.
6. That Gulf States Distributors agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Gulf States Distributors, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees,

agents and officers. Gulf States Distributors agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Gulf States Distributors also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

7. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Gulf States Distributors.
8. 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.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 17th day of October, 2016.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 17th day of October, 2016, between Azars Uniform, Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Azars Uniform owns and operates a business and agrees to furnish footwear for Montgomery County Sheriff's Office. Items 7,9,10 and 12 of the bid, in accordance with all provisions and specifications of Invitation to Bid No.52110-16B-038, as issued by the Montgomery County Commission on August 19, 2016 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

WHEREAS, In Consideration thereof, Azars Uniform and Montgomery County Commission agree as follows:

1. That all terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning October 17, 2016 and ending October 16, 2017, with the option to renew for an additional two (2) years, in one (1) year periods. That the prices stipulated in the bid by Azars Uniform shall remain firm for the one (1) year period.
3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year.
4. That Azars Uniform shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
5. That Montgomery County Commission or Azars Uniform may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.
6. That Azars Uniform agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Azars Uniform, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the

negligent acts or omissions of contractor, its employees, agents and officers. Azars Uniform agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Azars Uniform also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

7. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Azars Uniform.
8. 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.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 17th day of October, 2016.

WITNESS:

AZARS UNIFORM

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



GOODWYN | MILLS | CAWOOD

September 6, 2016

Invoice No: CMGM1601321

Due Date: October 6, 2016

Montgomery County Commission
P.O. BOX 1667
MONTGOMERY, AL 36102

Project CMGM160132 RUMBA Montgomery County Industrial Park ALTA

ALTA/NSPS Boundary Survey

Fee	10,000.00
Total this Invoice	\$10,000.00

2016 SEP 16 AM 9:10
CMGM1601321

GOODWYN, MILLS AND CAWOOD, INC. PO Box 242128, Montgomery, AL 36124 Tel 334.271.3200 Fax 334.272.1566 GMCNETWORK.COM

Terms Net 30 Days - Finance Charge computed at 1 1/2% per month which is an Annual Percentage Rate of 18% on all amounts over 30 days old. To avoid additional finance charges please pay your bill in full within terms.

25.2



6/20/16

PROJECT RUMBA
MONTGOMERY INDUSTRIAL PARK
MONTGOMERY AREA CHAMBER OF COMMERCE
JUSTIN SMYTH

ALTA/NSPS LAND TITLE SURVEY FOR A 37 ACRE PARCEL OF LAND (PARCEL #090112400001000) IN MONTGOMERY INDUSTRIAL PARK AND LOCATED IN SECTION 12, T-16-N, R-19-E, MONTGOMERY COUNTY, ALABAMA

Goodwyn, Mills and Cawood, Inc. (GMC) is pleased to take this opportunity to offer this proposal for our surveying services for the above-referenced project. Based upon recent discussions and available information, GMC is prepared to provide you Professional Land Surveying in accordance with the following:

Scope of Work: ALTA/NSPS Land Title Survey

- Provide an ALTA/NSPS Land Title Survey containing Table A items: 1,2,3,4,6(a) and (b), 7(a), 8, 9, 11, 13, 16, 19, for a parcel of land located in Section 12, T-16-N, R-19-E, located in Montgomery County, Alabama and referenced above, in accordance with the 2016 minimum standard detail requirements for ALTA/NSPS Land Title Surveys.
- Survey datum will be referenced to the Alabama State Plane Coordinate System, East Zone, NAD 83 (2011), U.S. Survey Feet.
- All site improvements, visible structures, and visible utilities within the survey limits will be shown.
- Any Encroachments across property lines will be shown.
- All work will be performed by in-house GMC personnel.

Deliverables

- GMC will provide an electronic PDF of the survey for review and comments.
- GMC will provide signed and sealed hard copies of the final survey as needed according to the distribution list.

Exclusions/Request

- GMC will need permission to access the property.
- Visible utilities will be shown as approximate on survey.
- No other Table A items are included in this survey.
- Any additional Table A items required can be provided for an additional fee.

Schedule

- Field work to commence within 8-10 business days after receiving the notice to proceed and permission to access the property.
- The preliminary survey for review and comments will be completed 2-3 weeks after starting the field work, sooner if possible. Delivery date of the Final survey will depend on when the Title Commitment and all supporting documents are received. A period of up to 5 days may be needed after receipt of the updated Title Commitment and any comments or request from the attorneys to complete the final survey. Delivery date is also pending weather, site conditions and any unforeseen complications that may occur during the survey in which the client will be notified.

Fee/Billing

- Fee for the ALTA/NSPS Survey: \$10,000.00

GOODWYN, MILLS AND CAWOOD, INC.

2600 East Chase Lane, Suite 200

Montgomery, AL 36117

Tel 334.271.3200 Fax 334.272.1566

GMCNETWORK.COM

25-3



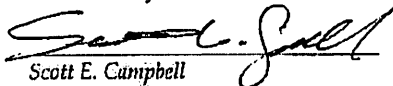
Payments are due 30 days upon receipt unless otherwise agreed upon between CLIENT and GMC. If payment is not received within thirty (30) days from date of the receipt, a finance charge computed at 1 ½ % per month, calculated from said thirtieth (30th) day will apply. Should GMC incur attorney's fees for collection of payment, the amount owed to GMC shall include any and all said fees. Failure to make payment within ninety (90) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, GMC reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

General Terms and Conditions

- **Documents Provided By CLIENT:** CLIENT agrees to provide GMC with any and all documents necessary to perform services identified in this Agreement. In acceptance of this Agreement, GMC shall not be found liable for any damages that occur from said performed services as a result of omissions or errors in such documents.
- **Additional Services:** CLIENT agrees that if services not specified in this Agreement are provided at CLIENT's or authorized representative's request, CLIENT shall pay for all such services as extra work at the appropriate hourly rates.
- **Attorney's Fees:** If GMC is a prevailing party in any legal proceeding arising from or related to this Agreement, GMC shall be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- **Limitation of Liability:** GMC's total liability to CLIENT under this Agreement shall be limited to the total amount of compensation received for said surveying services by GMC.
- **Entire Agreement of Parties:** This Agreement contains the entire agreement of the parties and cannot be changed except by written agreement signed by both parties.

If this proposal is acceptable please sign below and return along with Billing Information. Thank you for this opportunity and I look forward to hearing from you soon.

Submitted by:


 Scott E. Campbell
 Goodwyn/Mills/Cawood, Inc.

Approved by:

 Justin Smyth
 Montgomery County Chamber of Commerce

GOODWYN, MILLS AND CAWOOD, INC.

2660 East Chase Lane, Suite 200

Montgomery, AL 36117

Tel 334.271.3200 Fax 334.272.1566

GMCNETWORK.COM

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

BUDGET FORM 5

AGENDA

REQUEST NUMBER 1

OCT 17 2016

DEPARTMENT:	Appraisal Department	REVIEWED:	S. Thomas	9/28/2016
DATE:	9/28/2016		Finance Director	Date
REQUESTED BY:	Clay Henley	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Supplies	120-51985-211	63,000	(3,400)	59,600
Subscriptions	120-51985-409	3,500	3,400	6,900
TOTAL BUDGET CHANGE		66,500	0	66,500
TOTAL 2017 APPRAISAL BUDGET		2,887,587	0	2,887,587

Reclassify \$3,400 in subscription cost from the office supply budget.

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION **AGENDA**

BUDGET CHANGE REQUEST

REQUEST NUMBER 3

OCT 17 2016

DEPARTMENT:	County Comm Appropriati	REVIEWED: S. Thomas	10/11/2016
DATE:	10/3/2016	Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
AUM Dixie Baseball	001-57201.498	0	8,000	8,000
Donation Revenue	001-40000.47701	(39,500)	(8,000)	(47,500)
TOTAL		(39,500)	0	(39,500)

JUSTIFICATION:

To provide funding for the AUM Dixie Baseball Program.

Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission
Requisition ID: 1204

Date Requisition Created: 9/13/2016 3:06:34 PM

Requisition Properties

Start Date	9/13/2016		PositionNumber	-
Desired Hire Date	9/26/2016		Recruitment Number	-
Position Type	Promotional	☒	Prefer Position(s) to be Filled By	☒

Department and Class Information

Department Name	Detention Facility	☒	SelfBudget	50 - DETENTION FACILITY	☒	Job Class Code and Title	CO0421 - Corrections Office	☒
Override Dept Name	Select Department	☒	Certify Register from Alternate Job Class	Select Job Class and Job Title	☒			

List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

# Vac	Jurisdictions	Emp. Status
1 ☒	Montgomery County ☒	Full-Time ☒

Notes

Position # 053 - Replacement of Patrice Turner

[View Details](#)

Requisition Supporting Information

Proposed Effective Date of Hire		Pay Grade	County Payroll Number
Notes			
COUNTY USE ONLY	COUNTY USE ONLY		
Manpower Data Entered By	Manpower Data Entered On		

Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission

Date Requisition Created: 9/20/2016 8:19:55 AM

Requisition ID: 1211

Requisition Properties

Start Date	9/20/2016		Position Number	-
Desired Hire Date	10/11/2016		Recruitment Number	-
Position Type	Open Competitive	☒	Prefer Position(s) to be Filled By	☒

Department and Class Information

Department Name	Sheriff	☒	SelfBudget	55 - SHERIFF	☒	Job Class Code and Title	CO0431 - Deputy Sheriff	☒
Override Dept Name	Select Department	☒	Certify Register from Alternate Job Class	CO0430 - Deputy Sheriff Trainee	☒			

List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

# Vac	Jurisdictions	Emp. Status
1 ☒	Montgomery County ☒	Full-Time ☒

Notes

Position #093 - Replacement of Cynthia Caldwell

[View Details](#)**Requisition Supporting Information**

Proposed Effective Date of Hire		Pay Grade	County Payroll Number
Notes			
COUNTY USE ONLY	COUNTY USE ONLY		
Manpower Data Entered By	Manpower Data Entered On		

Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission
Requisition ID: 1216

Date Requisition Created: 9/27/2016 9:07:55 AM

Requisition Properties

Start Date	9/27/2016		PositionNumber	220272002
Desired Hire Date			Recruitment Number	-
Position Type	Open Competitive	☒	Prefer Position(s) to be Filled By	Open Competitive ☒

Department and Class Information

Department Name	County Commission/Information Systems ☒	SelBudget	22 - COUNTY COMMISSION /INFORMATION SYSTEMS ☒	Job Class Code and Title C ☒
Override Dept Name	Select Department ☒	Certify Register from Alternate Job Class	Select Job Class and Job Title ☒	

List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

# Vac	Jurisdictions	Emp. Status
1 ☒	Montgomery County ☒	Full-Time ☒

Notes

Request register for the shortest time period possible

[View Details](#)

Requisition Supporting Information

Proposed Effective Date of Hire	10/31/2016	Pay Grade	A09	County Payroll Number
---------------------------------	------------	-----------	-----	-----------------------

Notes

This is to replace Patrick Richards. Critical position that must be filled to maintain important county application systems.

COUNTY
USE ONLY
Manpower

COUNTY
USE ONLY
Manpower

COUNTY PARKS AND RECREATION DIRECTOR

FLSA: Exempt
Pay Grade: A10

CO0339
07.20.16

NATURE OF WORK: The fundamental reason this position exists is to provide organizational leadership and direction for the County Parks and Recreation Department. The essential functions of the position include the following: planning, organizing, and directing the County's Parks and Recreation functions; researching, developing and implementing goals, objectives, policies, procedures, and priorities; evaluating services; developing short and long range plans; managing the issuance of service contracts; preparing and maintaining a budget; managing and supervising employees; developing relationships and serving as liaison; managing special projects; and conferring with management. The position reports directly to the Deputy County Administrator who holds the incumbent responsible for the effective and efficient operation of all departmental programs.

WORK RESPONSIBILITIES:

*Manages the County's Parks and Recreation internal and external functions which includes planning, organizing, and directing physical, human, and financial resources in order to ensure continued and efficient recreational services for Montgomery County.

*Researches equipment, methods, new ideas, etc. in anticipation of developing goals, policies, procedures, plans, contracts, etc.

*Participates in the development and implementation of standards, goals, objectives, policies, procedures, and priorities in order to meet the parks and recreation needs of the County and its employees.

*Develops relationships and serves as liaison internally and externally with stakeholders such as the Parks and Recreation Board, department heads, elected officials, county employees, service providers, intergovernmental agencies, and citizens in order to establish open communication, handle complaints and requests, coordinate activities, and establish and maintain effective working relationships.

*Confers with management to keep them informed on key issues and progress toward objectives and to gain their support and approval.

*Evaluates the services provided by Parks and Recreation and its employees in order to identify opportunities for improving services.

*Supervises the work of employees to include evaluating work performance, providing guidance and monitoring subordinate performance standards in a fair and impartial manner in order to provide assistance, discipline, motivation, or counsel and to ensure work is being performed correctly and in a timely manner.

*Manages the issuance of service contracts and delivery of services related to parks and recreation which includes developing specifications, projecting budget needs, and bid development and selection.

*Coordinates the preparation of a consolidated parks and recreation budget and maintains cost controls to ensure compliance with budget constraints.

*Manages special projects, to include facility and park construction, as assigned by supervisor to provide effective and efficient services to the citizens of Montgomery County.

KNOWLEDGE, SKILLS, AND ABILITIES: Knowledge of youth and adult recreational programs and operations as needed to identify effective programs for possible use in the county and to develop and manage the City of Montgomery's recreational activities.

Knowledge of general building maintenance and facility operations as needed to maintain the parks and recreation structures in proper condition.

Knowledge of materials, methods, equipment, manpower, and programming used in Parks and Recreation department operations.

Knowledge of laws, ordinances, regulations and statutes which govern Parks and Recreation functions.

Knowledge of project management principles including contract management and cost analysis.

Knowledge of strategic planning principles.

Knowledge of the organization, interrelationships and operations of the parks and recreation department.

Knowledge of modern management methods as applied to county administration.

Knowledge of local, state and federal laws, regulations or procedures pertaining to employment such as hiring, discipline, termination, working conditions and handling employee complaints.

Knowledge of the principles and practices applied to the organization, management, and administration of Parks and Recreation programs and services.

Knowledge of principles and practices of budget administration.

Knowledge of financial management and fiscal planning procedures.

Knowledge of personnel management and supervision principles as needed to manage employees at all levels to include delegation, evaluating their performance, counseling and assigning human resources.

Skill in oral communication as needed to explain policies and procedures, discuss problems, and to address civic groups or the media.

Skill in written communication as needed to prepare or review written documentation, develop policies and procedures and prepare reports or correspondence.

Ability to organize, plan, assign and direct the activities of a group of diverse employees performing a variety of administrative and service activities.

Ability to maintain discipline and earn the respect and confidence of subordinates.

Ability to establish effective working relationships with staff, City, County and State officials, dignitaries and the public.

Ability to plan and implement short and long range plans as needed to reach established

goals.

Ability to establish and implement effective community/public relations programs as needed to communicate the county's Parks and Recreation programs to the public.

Ability to identify needs in terms of staff development programs and to establish and implement effective employee relations.

Ability to read and understand complex legal and technical material such as laws, regulations, and manuals.

Ability to make difficult decisions under time constraints to ensure the best procedure is implemented.

Ability to gather information and facts, analyze information and staff input and to make decisions regarding the county's Parks and Recreation department policies, procedures, operations and long range plans.

Ability to consider the facts in order to make fair decisions or take appropriate action without interference or personal bias.

Ability to identify legal concerns and to analyze the legal and practical implications of decisions and actions and to make difficult decisions regarding parks and recreation operations while ensuring compliance with local, state and federal laws or guidelines.

Ability to balance competing interests and to make decisions which will benefit the city.

Ability to enforce rules and regulations and to administer disciplinary action to include counseling employees on expected job performance or firing employees.

Ability to garner support and cooperation from staff and volunteers in order to implement the policies and programs aimed at improving parks and recreation's services.

Ability to handle multiple projects and tasks simultaneously.

Ability to prioritize projects and tasks as needed to accomplish goals and meet deadlines.

Ability to be diplomatic in handling irate citizens as needed to resolve complaints and problems.

Ability to coordinate multiple county department efforts as needed to complete projects and plan for special events.

MINIMUM QUALIFICATIONS: Must have a Bachelors Degree in Recreation Administration, Public Administration, Business Administration or closely related field. Must have five (5) years of Parks and Recreation high level managerial and supervisory experience to include policy and procedure administration.

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Date: October 12, 2016
To: Donald L. Mims, Administrator
From: Janet Buskey/Revenue Commissioner
Re: Travel / Training Request

AGENDA

OCT 17 2016

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: October 26, 2016 Return Date: October 28, 2016
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Exemptions and Abatements Course

Traveler (s) Name: 1. Donna Williams 4. _____
2. Thomas Bell 5. _____
3. _____ 6. _____

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

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

Department Name: Revenue Commission Fund Name: 001-51500-.265

Additional Comments: Course Fee: \$250.00 per person

TOTAL EST. COST: \$500.00

To: Janet Buskey/Revenue Commissioner

From: Donald L. Mims, Administrator

The above request is app. 10/17/16 reimbursement of actual and necessary expenses in the
approximate amount of \$500.00 and advance registration of \$500.00 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>\$4,400.00</u>	
Approved Requests:	<u>\$851.51</u>	
Budget Available:	<u>\$3,548.49</u>	
Current Requests:	<u>\$500.00</u>	
Budget Balance:	<u>\$3,048.49</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/13/2016

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Date: October 7, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

AGENDA

OCT 17 2016

Request approval to be granted for the following:

Destination: Birmingham, Alabama
Departure Date: January 30, 2017 Return Date: February 3, 2017
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend 911 Board Conference

Traveler (s) Name: 1. Juan Jerry 4. _____
2. James Smith 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,830.00 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. 10/17/16 reimbursement of actual and necessary expenses in the
approximate amount of \$1,830.00 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 & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$5,300.00</u>	
Budget Available:	<u>\$19,700.00</u>	
Current Requests:	<u>\$1,830.00</u>	
Budget Balance:	<u>\$17,870.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/11/2016

cc: Finance Director / Buyer

32-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Date: October 12, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

AGENDA

OCT 17 2016

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: October 25, 2016 Return Date: October 26, 2016
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: attend 911 Program conference

Traveler (s) Name: 1. Major Jon Briggs 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$200.00 Advance Registration Required: \$175.00

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. 10/17/16 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$175.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$5,300.00</u>	
Budget Available:	<u>\$19,700.00</u>	
Current Requests:	<u>\$2,030.00</u>	
Budget Balance:	<u>\$17,670.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/13/2016

cc: Finance Director / Buyer

32-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Date: October 12, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

AGENDA

OCT 17 2016

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: January 2, 2017 Return Date: January 17, 2017
Conference Leave (Days / Hours): 12 Days
Purpose of Travel: attend 911 Program conference

Traveler (s) Name: 1. Major Jon Briggs 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$200.00 Advance Registration Required: \$175.00

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. 10/17/16 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$175.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$5,300.00</u>	
Budget Available:	<u>\$19,700.00</u>	
Current Requests:	<u>\$2,230.00</u>	
Budget Balance:	<u>\$17,470.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/13/2016

cc: Finance Director / Buyer

32-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Date: October 12, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

AGENDA

OCT 17 2016

Request approval to be granted for the following:

Destination: Selma, AL
Departure Date: October 31, 2016 Return Date: November 3, 2016
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: attend drone training

Traveler (s) Name: 1. Robert Irsik 4. _____
2. Scott Cone 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$300.00 Advance Registration Required: 0.00*

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

Additional Comments: *AOG (Alzheimer's) paying registration fees
Food and fuel expenses are the only expected expenses

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 10/17/16 reimbursement of actual and necessary expenses in the
approximate amount of \$300.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$5,300.00</u>
Budget Available:	<u>\$19,700.00</u>
Current Requests:	<u>\$2,530.00</u>
Budget Balance:	<u>\$17,170.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/13/2016

cc: Finance Director / Buyer

32-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

AGENDA

OCT 17 2016

Date: October 5, 2016
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: October 26, 2016 Return Date: October 28, 2016
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Exemptions and Abatements (20 hrs)

Traveler (s) Name: 1. LaNitra Lee 4. _____
2. Antreece Stringer 5. _____
3. _____ 6. _____

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

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

Department Name: Appraisal Fund Name: Appraisal

Additional Comments: Registration: \$500.00

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

The above request is app. 10/17/16 reimbursement of actual and necessary expenses in the
approximate amount of \$500.00 and advance registration of \$500.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$1,314.64</u>	
Budget Available:	<u>\$28,685.36</u>	
Current Requests:	<u>\$500.00</u>	
Budget Balance:	<u>\$28,185.36</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/6/2016

cc: Finance Director / Buyer

32-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

AGENDA

OCT 17 2016

Date: October 3, 2016
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 401 Beacon Pkwy, Birmingham AL
Departure Date: November 3, 2016 Return Date: November 3, 2016
Conference Leave (Days / Hours): one day
Purpose of Travel: To Attend ADOC Community Corrections New Staff Member Workshop

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

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

Total (est.) Cost: \$150.00 Advance Registration Required: \$0.00

Department Name: Community Corrections Fund Name: Registration/Training

Additional Comments: _____

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

The above request is app. 10/17/16 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$9,000.00</u>	
Approved Requests:	<u>\$1,510.00</u>	
Budget Available:	<u>\$7,490.00</u>	
Current Requests:	<u>\$150.00</u>	
Budget Balance:	<u>\$7,340.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/6/2016

cc: Finance Director / Buyer

32-7

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Date: October 6, 2016
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

AGENDA

OCT 17 2016

Request approval to be granted for the following:

Destination: 6000 Atlanta Hwy Montgomery, AL 36117
Departure Date: October 18, 2016 Return Date: October 18, 2016
Conference Leave (Days / Hours): one day
Purpose of Travel: To attend 17th Annual Alabama Attorney General's Law Enforcement Summit

Traveler (s) Name: 1. ReBecca Johnson 4. _____
2. Jonathan Benton 5. _____
3. _____ 6. _____

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

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

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

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

The above request is app. 10/17/16 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$9,000.00</u>	
Approved Requests:	<u>\$1,510.00</u>	
Budget Available:	<u>\$7,490.00</u>	
Current Requests:	<u>\$150.00</u>	
Budget Balance:	<u>\$7,340.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/6/2016

cc: Finance Director / Buyer

32-8



September 29, 2016

TO: Montgomery County Sheriff's Office
 Regina Walker
 Grant Manager
 Montgomery County

From: James Chambliss
 Chairman

REF: **Project Award**

Your project "**2017 MCSO Youth Learning Education and Conservation Program**" has been chosen to receive a grant from the Mid-South Resource Conservation and Development Council in the amount of \$5,930.00. The funds were approved to be used for services/supplies as outlined in the budget. *(This grant will not fund food, rent, apparel, travel/mileage or salaries)*

Enclosed is a **Educational Grant/Cooperative Agreement**. Please read the agreement carefully, sign and return to our office.

If the terms of the agreements are not met, Mid-South RC&D Council reserves the right to terminate the grant. Payment will be issued upon completion of the project and our approval of the final report. **The project must be completed and the documentation required requesting the funds must be submitted on or before July 17, 2017.**

Should you have any questions or need additional information regarding the grant, you may contact email at midsouthprogrammanager@gmail.com.

6334 Woodmere Blvd. Montgomery AL 36107 / 334.356.1855 work / 334.356.1865 fax



EDUCATIONAL Grant Cooperative Agreement

This Agreement is made and entered into on September 29, 2016 by and between the Mid-South Resource Conservation & Development Council, Inc. (hereinafter called the "Council"), and **Montgomery County Sheriff's Office** hereinafter called the "Grantee").

The Purpose of this agreement is to implement the project as described in the attached application or proposal entitled **MCSO Youth Learning education and Conservation Program..**

The Council and the Grantee deem it mutually advantageous to cooperate in this project, and hereby agree as follows.

1. The Council Agrees:

- I. To provide \$ 5,930.00 after the execution of this agreement and when the funds become available. No funds will be available until after October 1, 2016 for the above-mentioned project, contingent on funding. Funds are subject to availability based on quarterly appropriations, and are subject to proration if ordered by the State Finance Director.
- II. To provide other assistance in planning and implementation as requested, needed, available, and agreed to by the Council.
- III. Payment of grant funds will be made on a reimbursement basis after all items listed from A-G are completed and reported.

2. The Grantee Agrees:

To use the funds only on a project that will have public benefits.

- I. Document the total value of the project in the final report.
- II. Operate and maintain the project with local resources.
- III. Allow pre-arranged public tours of the project.
- IV. Comply with all provisions of the Federal Civil Rights laws and regulations including the displaying of all posters required by Federal Law.
- V. To spend grant funds only on items included and approved in the project proposal.
- VI. **Sign & document:**

- a. **To return this signed COOPERATIVE AGREEMENT WITHIN 45 DAYS. IF WE DO NOT RECEIVE THIS SIGNED AGREEMENT BACK WITHIN THIS TIME PERIOD WE WILL CONSIDER IT VOID AND REALLOCATE THE FUNDS.**
- b. **Submit a one page final completion report, including copies of all invoices and evidence of payment (paid receipts & cleared checks).**
- c. **Explain the total "value of the project" in monetary terms in the final report.**
- d. **Provide electronic pictures and documentation.**
- e. **Notify the RC&D office when the project is ready for pictures 2 weeks prior if possible with elected officials & participants.**
- f. **Give credit to the Mid-South RC&D Council on press releases & publications.**
- g. **Call or contact the Program Manager- Pam Hughes or Executive Director- Becky Wood @ 334-356-1855 or email to- midsouthprogrammanager@gmail.com with questions relative to spending funds.**

VII. All funding will be distributed on a reimbursement basis. Please note Mid-South RC&D will not reimburse for rent, food, apparel, travel/mileage, drinks or salaries.

VIII. Complete the project and have the appropriate documentation in our office on or before July 17, 2017. If your project is fully completed according to the identified budget / deliverables and funds are remaining (due to getting items completed under budget) these funds may be moved to another budget item with PRIOR APPROVAL from RC&D and a budget revision....otherwise all unused funds must be returned to the Mid-South RC&D Council.

IX. Project funds will be LOST OR RE-ALLOCATED IF THE PROJECT BUDGET ITEMS/DELIVERABLES IDENTIFIED IN THE ORIGINAL APPROVED PROJECT ARE NOT FULLY COMPLETED BY JULY 17, 2017. If you will be unable to complete your project by July 17, 2017, please notify Pam Hughes@ 334-356-1855 as soon as possible. This should be a rare occurrence! Grantees who have not started or made significant progress on their grant project by July 1, 2017 are SUBJECT TO REVOCATION OF ALL FUNDS.

Grantees who are not able to utilize the grant funds by June 30, 2017 AND DID NOT NOTIFY Mid-South RC&D Council BY JULY 3, 2017 will not only lose the funds but, may also forfeit their right to participate in future grant programs. THIS IS NEW AND OUT OF OUR CONTROL...REPEAT.....IF YOUR PROJECT IS NOT FULLY COMPLETED ACCORDING TO THE BUDGET/DELIVERABLES IN THE PROPOSAL, YOU WILL LOSE THE ENTIRE GRANT AMOUNT. WE WILL NOT BE ABLE TO PARTIALLY PAY FOR WHAT YOU MAY HAVE ALREADY SPENT IF THE DELIVERABLES ARE NOT FULLY COMPLETED!!!!!!!!!!

- X. Notify the Council before starting the project. Send Project updates on the scheduled days below:
- XI. December 15, 2017
- XII. March 17, 2017
Update- June 30, 2017
Final Report and everything on the Project Completion Checklist Due by July 17, 2017
- XIII. Give the Local RC&D Council, State of Alabama Public Examiners or its authorized representatives, access to and right to examine all records, books, papers or documents related to this agreement for up to three years after the last grant funds are expended.
- XIV. Provide the Mid-South RC&D Council with a Federal Tax ID number_____.

3. It is mutually agreed:

- I. This agreement shall become effective on the date appearing in the first paragraph
- II. The amount granted is \$5,930.00.
- III. This agreement may be revised upon mutual consent of both parties.
- IV. The Council may take appropriate action to ensure compliance with the terms of this agreement, which may include termination, suspension, or other remedies deemed necessary.
- V. By signing this agreement you are authorizing Mid-South RC&D Council to use your photos on social media sites and other printed publications. If children are in the photos it is your responsibility to hold and maintain a media release.

Signatures

Mid-South RC&D Council

Date

Responsible party

Date

By signing this agreement the recipient assures the Mid-South RC&D Council, Inc. that the program or activities provided for under this agreement will be conducted in compliance with all allocable Federal Civil Rights laws, rules, regulations, and policies. "All programs and assistance of the RC&D Council are available without regard to race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. RC&D is an equal opportunity provider and employer."



ALABAMA LAW ENFORCEMENT AGENCY

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

ROBERT BENTLEY
GOVERNOR

STAN STABLER
SECRETARY

KEVIN WRIGHT
DEPUTY SECRETARY

October 3, 2016

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

Dear Sheriff Cunningham:

This letter is notification that the Montgomery City Police Department AMAS Team has been awarded an allocation from the Alabama Law Enforcement Agency (ALEA) under the FY2016 Homeland Security Grant Program. Allocations made under this grant program is for the purpose of conducting exercises, receiving training or the purchase of equipment and services for the department.

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

Submission of the Cooperative Grant Agreement and Budget Detail Worksheet it is agreed that the Sub-Grantee and Sub-Recipient will adhere to all certifications and regulations set in the agreement. The grant start date is December 1, 2016 and end date is June 30, 2018.

All AMAS teams that receive allocation under Homeland Security Grant Program are required to submit quarterly reporting and any administrative required documentation through the Homeland Security Point of Contact office. If there any questions concerning the allocation please contact Sharri Miller at (334) 353-1094 or email at sharri.miller@alea.alabama.gov.

Sincerely,

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

Shirrell Roberts
Director, Homeland Security

CC: AMAS Team Leader
Darrand Cleckler, AEMA

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

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2016	4. Amount of: Federal: \$10,000.00 Total: \$10,000.00	5. Effective Dates Begin: 12/1/2016 End: 6/30/2018	6. Award Number: 6LEL

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

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

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

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

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

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

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

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

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

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

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**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.

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

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

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

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

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

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**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.

CERTIFICATION BY THE SUB-GRANTEE

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

Name: Derrick Cunningham
Title: Sheriff
Agency Address: 115 South Perry St. 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: [Signature] Date: 10/6/16

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

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

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

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

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Stan Stabler
Title: Secretary, Alabama Law Enforcement Agency
Signature: [Signature] Date: 10/5/2016

Initial Here [Signature]

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

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

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

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

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

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

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

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

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

Form Completed By

Name:

Title:

Signature:

Initial Here

①.②



ALABAMA LAW ENFORCEMENT AGENCY

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

ROBERT BENTLEY
GOVERNOR

STAN STABLER
SECRETARY

KEVIN WRIGHT
DEPUTY SECRETARY

October 3, 2016

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

Dear Sheriff Cunningham:

This letter is notification that the Montgomery Fire Department AMAS Team has been awarded an allocation from the Alabama Law Enforcement Agency (ALEA) under the FY2016 Homeland Security Grant Program. Allocations made under this grant program is for the purpose of conducting exercises, receiving training or the purchase of equipment and services for the department.

Enclosed are two (2) original copies of the Cooperative Grant Agreement for the HS POC office and two (2) copies of the Budget Detail Worksheet. The Budget Detail Worksheet is color code to represent the funding categories under the AMAS system. Green represents population category, yellow represents the priority one category and the red represents USAR category. Please submit one (1) signed copy of the Cooperative Grant Agreement and Budget Detail Worksheet to the following address: **ALEA, Homeland Security, Attn: Sharri Miller, PO Box 304115, Montgomery, Alabama 36103**

Submission of the Cooperative Grant Agreement and Budget Detail Worksheet it is agreed that the Sub-Grantee and Sub-Recipient will adhere to all certifications and regulations set in the agreement. The grant start date is December 1, 2016 and end date is June 30, 2018.

All AMAS teams that receive allocation under Homeland Security Grant Program are required to submit quarterly reporting and any administrative required documentation through the Homeland Security Point of Contact office. If there any questions concerning the allocation please contact Sharri Miller at (334) 353-1094 or email at sharri.miller@alea.alabama.gov.

Sincerely,

A handwritten signature in cursive script that reads "Shirrell Roberts".

Shirrell Roberts
Director, Homeland Security

CC: AMAS Team Leader
Darrand Cleckler, AEMA

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

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2016	4. Amount of: Federal: \$18,676.00 Total: \$18,676.00	5. Effective Dates Begin: 12/1/2016 End: 6/30/2018	6. Award Number: 6FIL

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.

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**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
TERMS AND CONDITIONS**

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

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**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.

CERTIFICATION BY THE SUB-GRANTEE

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

Name: Derrick Cunningham
Title: Sheriff
Agency Address: 115 South Perry St 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: [Signature] Date: 10/6/16

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

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

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

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

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Stan Stabler
Title: Secretary, Alabama Law Enforcement Agency
Signature: [Signature] Date: 10/3/2016

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

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

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

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

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

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

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

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

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

Form Completed By

Name:

Title:

Signature:

Budget #: 1

Date: August 17, 2016

HS POC:

Signature

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

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

CATEGORY	AEL Ref #	ITEM	COST EACH	QUANTITY	TOTAL	DISCIPLINE	AGENCY
PPPE	01VT-01-ENSM	Kappler 300 Level B	\$48.05	20	\$961.00	FS	Montgomery Fire Department
PPPE	01VT-01-ENSM	Kappler 500 Level A	\$900.00	3	\$2,700.00	FS	Montgomery Fire Department
DET	07ZZ-00-NCBR	Pro Strip Bio warfare detection	\$73.50	10	\$735.00	FS	Montgomery Fire Department
OAE	21GN-00-TRNG	Haz-Mat Incident Command	\$750.00	6	\$4,500.00	FS	Montgomery Fire Department
OAE	21GN-00-TRNG	Wilderness I / II Class	\$295.00	8	\$2,360.00	FS	Montgomery Fire Department
OAE	21GN-00-TRNG	Trench I / II Class	\$295.00	8	\$2,360.00	FS	Montgomery Fire Department
OAE	21GN-00-TRNG	Confined Space Class	\$295.00	8	\$2,360.00	FS	Montgomery Fire Department
OAE	21GN-00-TRNG	Rope II Class	\$200.00	6	\$1,200.00	FS	Montgomery Fire Department
OAE	21GN-00-TRNG	Haz-Mat Incident Command	\$750.00	2	\$1,500.00	FS	Montgomery Fire Department
Grand Total					\$18,676.00		

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

Budget #: 1

HS POC:

Signature _____

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

[illegible]

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



U.S. Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 29, 2016

Chairman Elton N. Dean Sr.
Montgomery County Commission
100 South Lawrence Street
P.O. Box 1667
Montgomery, AL 36104

Dear Chairman Dean:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Justice and Mental Health Collaboration Program: Planning and Implementation in the amount of \$139,926 for Montgomery County Commission.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Veronica Munson, Program Manager at (202) 514-7710; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Karol Virginia Mason
Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

September 29, 2016

Chairman Elton N. Dean Sr.
Montgomery County Commission
100 South Lawrence Street
P.O. Box 1667
Montgomery, AL 36104

Dear Chairman Dean:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

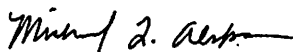
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

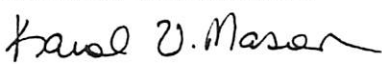
cc: Grant Manager
Financial Analyst



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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Montgomery County Commission 100 South Lawrence Street P.O. Box 1667 Montgomery, AL 36104		4. AWARD NUMBER: 2016-MO-BX-0019	
		5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2019 BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2019	
2a. GRANTEE IRS/VENDOR NO. 636001655		6. AWARD DATE 09/29/2016	7. ACTION Initial
2b. GRANTEE DUNS NO. 099839086		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Urgent Care Psychiatric Center and Crisis Intervention Training Project		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 139,926	
		11. TOTAL AWARD \$ 139,926	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(BJA - JMHCP) 42 USC 3797aa			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.745 - Criminal and Juvenile Justice and Mental Health Collaboration Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Elton N. Dean Commission Chairman	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. OFC. DIV. REG. SUB. POMS AMOUNT X B MO 80 00 00 139926		21. RMOUGT1731	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



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SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



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4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.



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13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



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18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



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20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

24. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2016-MO-BX-0019 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

25. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.



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26. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
27. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
28. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
29. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
30. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
31. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.



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32. The grant recipient agrees to complete and submit to BJA a copy of the Justice and Mental Health Collaboration Program (JMHCP) Planning and Implementation Guide within 6 months from the project period start date. BJA will provide the grant recipient with instructions and assistance on how to complete the JMHCP Planning and Implementation Guide. Once BJA has received and approved the grant recipient's completed JMHCP Planning and Implementation Guide, BJA will notify the grant recipient to begin the project's implementation phase.
33. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
34. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
35. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
36. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$15,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
37. Withholding - Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down funds under this award until-- (1) OJP determines that the recipient's Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2015, and (2) OJP issues a Grant Adjustment Notice (GAN) to modify or remove this special condition.

Once both the POC and all FPOCs have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of a GAN to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for Montgomery County Commission

The primary purpose of Justice and Mental Health Collaboration Program (JMHCP) is to increase public safety by facilitating collaboration among the criminal justice, juvenile justice, and mental health and substance abuse treatment systems to increase access to mental health and other treatment services for those individuals with mental illness or co-occurring mental health and substance use disorders. Jurisdictions are eligible to apply for collaborative county approach, planning and implementation, or implementation and expansion funding through JMHCP.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2016-MO-BX-0019

PAGE 1 OF 1

This project is supported under FY16(BJA - JMHCP) 42 USC 3797aa

1. STAFF CONTACT (Name & telephone number)

Veronica Munson
(202) 514-7710

2. PROJECT DIRECTOR (Name, address & telephone number)

Regina Walker
Executive Director
115 South Perry Street
Montgomery, AL 36104
(334) 832-1660

3a. TITLE OF THE PROGRAM

BJA FY 16 Justice and Mental Health Collaboration Program: Planning and Implementation

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

Urgent Care Psychiatric Center and Crisis Intervention Training Project

5. NAME & ADDRESS OF GRANTEE

Montgomery County Commission
100 South Lawrence Street P.O. Box 1667
Montgomery, AL 36104

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2016 TO: 09/30/2019

8. BUDGET PERIOD

FROM: 10/01/2016 TO: 09/30/2019

9. AMOUNT OF AWARD

\$ 139,926

10. DATE OF AWARD

09/29/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Bureau of Justice Assistance's (BJA) Justice and Mental Health Collaboration Program (JMHCP) is funded through the Mentally Ill Offender Treatment and Crime Reduction Act of 2004 (Public Law 108-414), which was reauthorized in 2008 (Public Law 110-416). The primary purpose of JMHCP is to increase public safety by facilitating collaboration among the criminal justice, juvenile justice, and mental health and substance abuse treatment systems to increase access to mental health and other treatment services for those individuals with mental illness or co-occurring mental health and substance use disorders. Jurisdictions eligible to apply for this program were limited to states, units of local government, federally recognized Indian tribes (as determined by the Secretary of the Interior), and tribal organizations.

Planning and implementation grant standard project description language: The grant recipient will use the planning and implementation grant funds to complete an already-initiated collaboration plan for their criminal justice and mental health collaboration, and then begin implementation of the plan during the project period.

OJP FORM 4000/2 (REV. 4-88)

Grant funds may be used to support law enforcement response programs including mental health courts, pretrial services, and diversion/alternative prosecution and sentencing programs. Funds may also be used for treatment accountability services, specialized training for justice and treatment professionals as well as corrections/community corrections, transitional, and reentry services to create or expand mental illnesses or co-occurring mental health and substance abuse disorders support services; and non-treatment recovery support services coordination and delivery. These services may also include case management, housing placement, job training, education, primary and mental health care, and family supportive services. CA/NCF



EDUCATIONAL Grant Cooperative Agreement

This Agreement is made and entered into on September 29, 2016 by and between the Mid-South Resource Conservation & Development Council, Inc. (hereinafter called the "Council"), and **Montgomery County Commission** hereinafter called the "Grantee").

The Purpose of this agreement is to implement the project as described in the attached application or proposal entitled **Flatwood Park & Community Center, James Williams-Parks and Recreation Superintendent.**

The Council and the Grantee deem it mutually advantageous to cooperate in this project, and hereby agree as follows.

1. The Council Agrees:

- I. To provide \$10,400.00 after the execution of this agreement and when the funds become available. No funds will be available until after October 1, 2016 for the above-mentioned project, contingent on funding. Funds are subject to availability based on quarterly appropriations, and are subject to proration if ordered by the State Finance Director.
- II. To provide other assistance in planning and implementation as requested, needed, available, and agreed to by the Council.
- III. Payment of grant funds will be made on a reimbursement basis after all items listed from A-G are completed and reported.

2. The Grantee Agrees:

- To use the funds only on a project that will have public benefits.
- I. Document the total value of the project in the final report.
 - II. Operate and maintain the project with local resources.
 - III. Allow pre-arranged public tours of the project.
 - IV. Comply with all provisions of the Federal Civil Rights laws and regulations including the displaying of all posters required by Federal Law.
 - V. To spend grant funds only on items included and approved in the project proposal.
 - VI. **Sign & document:**

- a. **To return this signed COOPERATIVE AGREEMENT WITHIN 45 DAYS. IF WE DO NOT RECEIVE THIS SIGNED AGREEMENT BACK WITHIN THIS TIME PERIOD WE WILL CONSIDER IT VOID AND REALLOCATE THE FUNDS.**
- b. **Submit a one page final completion report, including copies of all invoices and evidence of payment (paid receipts & cleared checks).**
- c. **Explain the total "value of the project" in monetary terms in the final report.**
- d. **Provide electronic pictures and documentation.**
- e. **Notify the RC&D office when the project is ready for pictures 2 weeks prior if possible with elected officials & participants.**
- f. **Give credit to the Mid-South RC&D Council on press releases & publications.**
- g. **Call or contact the Program Manager- Pam Hughes or Executive Director- Becky Wood @ 334-356-1855 or email to- midsouthprogrammanager@gmail.com with questions relative to spending funds.**

VII. All funding will be distributed on a reimbursement basis. Please note Mid-South RC&D will not reimburse for rent, food, apparel, travel/mileage, drinks or salaries.

VIII. Complete the project and have the appropriate documentation in our office on or before July 17, 2017. If your project is fully completed according to the identified budget / deliverables and funds are remaining (due to getting items completed under budget) these funds may be moved to another budget item with PRIOR APPROVAL from RC&D and a budget revision....otherwise all unused funds must be returned to the Mid-South RC&D Council.

IX. Project funds will be LOST OR RE-ALLOCATED IF THE PROJECT BUDGET ITEMS/DELIVERABLES IDENTIFIED IN THE ORIGINAL APPROVED PROJECT ARE NOT FULLY COMPLETED BY JULY 17, 2017. If you will be unable to complete your project by July 17, 2017, please notify Pam Hughes@ 334-356-1855 as soon as possible. This should be a rare occurrence! Grantees who have not started or made significant progress on their grant project by July 1, 2017 are SUBJECT TO REVOCATION OF ALL FUNDS.

Grantees who are not able to utilize the grant funds by June 30, 2017 AND DID NOT NOTIFY Mid-South RC&D Council BY JULY 3, 2017 will not only lose the funds but, may also forfeit their right to participate in future grant programs. THIS IS NEW AND OUT OF OUR CONTROL...REPEAT.....IF YOUR PROJECT IS NOT FULLY COMPLETED ACCORDING TO THE BUDGET/DELIVERABLES IN THE PROPOSAL, YOU WILL LOSE THE ENTIRE GRANT AMOUNT. WE WILL NOT BE ABLE TO PARTIALLY PAY FOR WHAT YOU MAY HAVE ALREADY SPENT IF THE DELIVERABLES ARE NOT FULLY COMPLETED!!!!!!!!!!

- X. Notify the Council before starting the project. Send Project updates on the scheduled days below:
- XI. December 15, 2017
- XII. March 17, 2017
Update- June 30, 2017
Final Report and everything on the Project Completion Checklist Due by July 17, 2017
- XIII. Give the Local RC&D Council, State of Alabama Public Examiners or its authorized representatives, access to and right to examine all records, books, papers or documents related to this agreement for up to three years after the last grant funds are expended.
- XIV. Provide the Mid-South RC&D Council with a Federal Tax ID number_____.

3. It is mutually agreed:

- I. This agreement shall become effective on the date appearing in the first paragraph
- II. The amount granted is \$10,400.00.
- III. This agreement may be revised upon mutual consent of both parties.
- IV. The Council may take appropriate action to ensure compliance with the terms of this agreement, which may include termination, suspension, or other remedies deemed necessary.
- V. By signing this agreement you are authorizing Mid-South RC&D Council to use your photos on social media sites and other printed publications. If children are in the photos it is your responsibility to hold and maintain a media release.

Signatures

Mid-South RC&D Council

Date

Responsible party

Date

By signing this agreement the recipient assures the Mid-South RC&D Council, Inc. that the program or activities provided for under this agreement will be conducted in compliance with all allocable Federal Civil Rights laws, rules, regulations, and policies. "All programs and assistance of the RC&D Council are available without regard to race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. RC&D is an equal opportunity provider and employer."

RESOLUTION IN SUPPORT OF PROPOSED CONSTITUTIONAL AMENDMENTS 3 AND 4

WHEREAS, the Alabama Constitutional Revision Commission was created by the Alabama Legislature in 2011 to complete a full review of the 1901 Alabama Constitution and propose a series of revisions to the document, which were completed in 2014, and;

WHEREAS, during the 2015 Regular Session of the Alabama Legislature, county leaders from all 67 Alabama counties came together to actively pursue passage of two proposed constitutional amendments that were borne from the recommendations of the Alabama Constitutional Revision Commission—both of which would allow county governments to operate more efficiently in service to the citizens of Alabama, and;

WHEREAS, the Montgomery County Commission hereby declares its support for the following proposed constitutional amendments to appear on the November 2016 ballot:

- **Proposed Amendment #3**, which was passed during the 2015 Regular Session of the Alabama Legislature as Act 2015-44 to make it more difficult to force a statewide vote on those local constitutional amendments that would only impact the citizens of Montgomery County, and which also includes provisions to prevent statewide voters from overruling the will of the people of Montgomery County should a local constitutional amendment impacting this county be subject to statewide referendum, and;
- **Proposed Amendment #4**, which was passed during the 2015 Regular Session of the Alabama Legislature as Act 2015-220 to allow county commissions to carry out *limited* management and administrative activities in the specified areas of county personnel programs, community programs for litter-free roadways and public property, public transportation, the operation of county offices, and emergency assistance programs; and which also includes a provision allowing citizen input into any proposed programs, policies, or procedures, and *strictly prohibits the levying of any taxes or fees*, and;

WHEREAS, ratification of these proposed constitutional amendments would greatly improve the operation of county government in Montgomery County by: 1) making it harder for voters outside of the county to undermine the voice of local citizens on local issues, and 2) ensuring that county commissions across the state can take management and administrative action on those specified critical issues that impact the day-to-day quality of life for the residents of this great state, and;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby urge all registered voters of Montgomery County to vote in favor of the constitutional amendments proposed by Acts 2015-44 and 2015-220, which will appear on the November 2016 General Election Ballot as Amendments 3 and 4, respectively.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Governor, the Lieutenant Governor, the Speaker of the House of Representatives, and the chairs of the Senate and House Rules Committee.

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name on this the 7th day of November, 2016.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 7th day of November, 2016.

BY: _____
Chairman

ATTEST: _____
County Administrator

VOTE YES! On Amendment #3

Local Constitutional Amendments

Proposed constitutional amendment #3 would make it harder to force a statewide vote on local constitutional amendments.

Currently, if a constitutional amendment that applies to only one county gets a single dissenting vote in the legislature, it is subject to a statewide vote. This creates situations where voters outside a county effectively undermine the voice of citizens within the affected county. It also significantly adds to the cost of the referendum.

This proposed constitutional amendment would create a two-step voting process in both the House and Senate that would make it less likely for local constitutional amendments affecting only a single county or city to be subject to statewide referendum:

1. An affirmative vote from the members of the body approving the proposed amendment;
2. A second vote to determine whether the issue only affects one county or political subdivision:
 - a. If there are no dissents, the amendment will be subject to a local referendum.
 - b. There would only be a statewide referendum on local amendments if one member of the legislature voted affirmatively to require the statewide vote.

Amendment #3 puts the question of passing local amendments in the hands of local voters. Even if a statewide vote is required, the proposed amendment is ratified ONLY if the local voters vote in favor of the amendment. THE STATEWIDE VOTERS CANNOT OVERRULE THE LOCAL VOTERS.

Questions? Call the Association of County Commissions at 334-263-7594

Sonny Brasfield: (c) 334-850-7483
Chase Cobb: (c) 334-268-1835

Morgan Arrington: (c) 334-207-3936
Terri Sharpley Reynolds: (c) 205-500-6484

Vote YES! On Amendment 4

County Programs & Administration

Proposed constitutional amendment #4 is part of the reform efforts of the Alabama Constitutional Revision Commission. If passed, it would allow county governments to establish *limited programs related to the management and administration of certain county activities*. It is designed, in part, to allow local governments to make decisions that currently require local legislation—which can sometimes clog the legislative process.

Amendment 4 does not grant "Home Rule" powers to counties, so it is not "Home Rule".

In fact, language in the bill specifically prohibits the levying of taxes or fees, and prohibits any program that would "infringe on a citizen's rights with respect to the use of his or her private property."

The proposal simply provides for county commissions to carry out management and administrative activities in the following areas:

- County personnel programs, policies and procedures;
- Community programs for litter-free roadways, public facilities, and public property;
- Public transportation and the promotion of safety on public roads and rights-of-way;
- Operation of county offices; and
- Emergency assistance programs.

The bill clearly states that these powers do not supersede general or local laws. It further states that the county commission cannot use these powers to change the salary of other elected officials, nor in any way alter or interfere with the duties of other elected officials.

There is also a specific provision for citizen input into any proposed programs, policies, or procedures by providing notice and opportunity to be heard at a county commission meeting where such matters are to be considered.

Questions? Call the Association of County Commissions at 334-263-7594

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Terri Sharpley Reynolds: (c) 205-500-6484

RESOLUTION IN SUPPORT OF PROPOSED CONSTITUTIONAL AMENDMENT 14

WHEREAS, the Montgomery County Commission routinely partners with its State Legislators in Montgomery to pass local legislation for the benefit of the citizens residing in Montgomery County, and;

WHEREAS, the Montgomery County Commission has supported the passage and enactment of countless local bills that have contributed to a higher quality of life for the residents of Montgomery County by providing much needed support for critical public services including, but not limited to, local school systems, volunteer firefighter departments, county sheriffs' offices, workforce development programs, community health organizations, and many more, and;

WHEREAS, a technical issue related to a routine procedural vote in the House of Representatives stands to threaten the execution of thousands of local laws, which would have detrimental and long-term consequences for the citizens of Montgomery County and the millions of other Alabamians residing all across this great state, and;

WHEREAS, Act 2016-430 passed during the 2016 Regular Session of the Alabama Legislature proposes a constitutional amendment to ratify and confirm the validity of the procedural vote in question, thereby approving any and all local laws passed by the Alabama Legislature in accordance to the rules of the House or Senate in place at the time of the vote, and;

WHEREAS, ratification of this proposed constitutional amendment would safeguard the communities of Montgomery County by preserving the local laws that support the vitally important public services and institutions that the children, senior citizens, small business owners, and hard-working residents of Montgomery County have come to utilize on a daily basis, and;

WHEREFORE, BE IT HEREBY RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby urge all registered voters of Montgomery County to vote in favor of the constitutional amendment proposed by Act 2016-430, which will appear on the November 2016 General Election Ballot as Amendment 14.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Governor, the Lieutenant Governor, the Speaker of the House of Representatives, and the chairs of the Senate and House Rules Committee.

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name on this the 17th day of October, 2016.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 7th day of November, 2016.

BY: _____
Chairman

ATTEST: _____
County Administrator

Vote YES! on Amendment #14

Inside Baseball: WHAT YOU SHOULD KNOW

The 3/5 Vote Issue: In order for a bill to pass during a regular legislative session before the adoption of the state budget, Amendment 448 of the Alabama Constitution requires a vote of "*three-fifths of a quorum present*" on a procedural vote known as a budget isolation resolution (BIR). However, the rule adopted by the Alabama House of Representatives to pass the BIR requires the affirmative vote of *three-fifths of a quorum present, and voting*.

The slight difference in the wording and punctuation between Amendment 448 and the adopted House rule is at the heart of constitutional amendment #14.

The Ruling: In December 2015, a Jefferson County Circuit Court ruled that the current BIR voting procedure used by the House of Representatives violated Amendment 448 of the Alabama Constitution. The Jefferson County Circuit Court ruling is now on appeal to the Supreme Court of Alabama. If the Supreme Court invalidates the House rule, then any local law that passed with an affirmative vote count of less than three-fifths of the members in the chamber during the BIR vote could be declared invalid. Since the Jefferson County filing, a challenge has also been filed in Chilton County, and other challenges could be filed at any time.

The Numbers: The Alabama Constitution requires three-fifths of a quorum present to vote on the BIR. The minimum number of House members required in the chamber to constitute a quorum is 53. Three-fifths of 53 is 32 – the absolute minimum number of votes required on the BIR under the constitutional rule. Any local law passed with less than 32 votes on the BIR is at risk if the Supreme Court invalidates the House rule. Additionally, local acts that received affirmative votes from less than three-fifths of the members present in the chamber are also at risk.

For the last three decades, countless local laws have been passed under this rule of the House.

The Solution: If Amendment 14 passes, it would ratify and approve any and all local laws since 1984 that were passed by the Legislature under the House rule in place at the time of the vote.

The Local Impact: Every county would be impacted should Amendment 14 fail. To learn more, visit www.alabamacounties.org/amendment14

Questions? Call the Association of County Commissions at 334-263-7594

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Terri Sharpley Reynolds: (c) 205-500-6484

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

AGENDA

REQUEST NUMBER 4

OCT 17 2016

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	10/21/2016
DATE:	10/17/2016		Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
River Region United Way	001-55900.450	0	5,000	5,000
Donation Revenue	001-40000.47701	(47,500)	(5,000)	(52,500)
TOTAL		(47,500)	0	(47,500)

JUSTIFICATION:

Budget for an appropriation to the River Region United Way for program support.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

AGENDA

REQUEST NUMBER 1

OCT 17 2016

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	10/13/16
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
Elected Official/Dept. Head	10/12/2016	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
County Wide Equipment	111-53100.561	650,000	(472,925)	177,075
Co. Engr Off. - Motor Veh	111-53600.551	0	38,847	38,847
Rd D1 - Construction Equip	111-53200.561	0	134,833	134,833
Rd D2 - Construction Equip	111-53300.561	0	134,833	134,833
Constr - Construction Equip	111-53199.561	0	164,413	164,413
TOTAL		650,000	0	650,000

JUSTIFICATION:

To realign budget for County Engineer Office Motor Vehicles, District 1 Construction Equipment, District 2 Construction Equipment, Construction, Construction Equipment

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, November 7, 2016, at 8:00 in the morning.

Donald Z. Minin

Administrator

Elton N. Dean

Chairman