

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
MARCH 7, 2016

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:13 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

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

DISCUSSION BY THE COMMISSION

Vice Chairman Harris discussed the Minority and Women-Owned Business Initiative, which was on the agenda, and recommended that “a minimum of” be added to the last item under Policy Statement and that “and/or hire” be added to the first sentence under Policy Implementation. The Commission agreed with the changes.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a copy of the Performance Evaluation for 2014-2015 (Consolidated Report) for County Administrator. Chairman Dean asked if all of the Commissioners agreed with the evaluation and there were no objections.

Administrator Mims informed the Commission that starting Tuesday, March 8, 2016, he would be taking two weeks of vacation and would return to work on Tuesday, March 22, 2016. He also noted that Deputy Administrator Cauthen would conduct the County Commission meeting on Monday, March 21, 2016.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE HOWELL

Juvenile Court Administrator Bruce Howell briefed the Commission regarding the Award of Contract to The Bridge, Inc., concerning the operation of the Davis Treatment Program. Deputy Administrator Cauthen noted that the Commissioners were given additional information regarding the Davis Treatment Center in their packets last week. After discussion, the Commission agreed to put this item on the next agenda.

Vice Chairman Harris requested that the Commissioners be provided a copy of the quarterly report required under the new contract and the annual report submitted to DYS.

PRESENTATION BY PRESIDENT WILLIAM LEVI GAILLIARD WITH AMERICAN ASSOCIATION FOR CHILDREN

President William Levi Gailliard with the American Association for Children briefed the Commission regarding an upcoming “Think Big Bowling Rally” event and requested \$5,000 for this event. Mr. Gailliard briefed the Commission regarding the Thinking Big Impact program and requested funding in the amount of \$50,000 to provide this program in public schools. After discussion, the Commission agreed to consider the requests.

PRESENTATION BY REVENUE COMMISSIONER JANET BUSKEY

Revenue Commissioner Janet Buskey briefed the Commission regarding the Renewal of a Contract Service Agreement with Certified Mailing Solutions, Inc., for certified mail services. After discussion, the Commission agreed to waive rules and add this item to the agenda.

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

Realtor Frank Thomas with Frank Thomas and Associates, LLC, briefed the Commission regarding the Appraisal from Capital Real Estate Services, LLC, concerning the Estate of Malcolm C. Hall property valuation of 175.53 Acres (+/-) of vacant land at \$680,000. He also presented a proposed Purchase and Sale Agreement concerning the Estate of Malcolm C. Hall property with a purchase price of \$680,000, which is the same as the appraised value. Mr. Thomas noted that after the Purchase and Sale Agreement was drafted he was made aware of a cemetery on the property and that this could reduce the price per acre. After discussion, the Commission agreed to waive rules and add the Purchase and Sale Agreement to the agenda, with the provision that Mr. Thomas negotiate an adjustment in the purchase price for the acreage of the cemetery on the property.

PRESENTATION BY PROBATE JUDGE STEVEN REED AND CHIEF PROBATE CLERK WILLIAM FLOWERS

Probate Judge Steven Reed and Chief Probate Clerk William Flowers briefed the Commission regarding driver’s license renewal windows in the Montgomery County Probate tag offices and installation of equipment at the new South Probate Office. Judge Reed requested that the Commission submit a letter to acting Secretary of the Alabama Law Enforcement Agency, Stan Stabler, regarding the State’s attempt to require counties to fund cost of equipment, data connection and maintenance of all future driver’s license renewal stations.

Mr. Flowers briefed the Commission regarding Budget Change Request Number 4 from the Judge of Probate (Elections Center). After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding the cost of furnishings, communications, and security for the new Probate South Office. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$140,000 for these items on the next agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci noted that the Memorandum of Understanding with the City of Montgomery regarding a Joint Management Agreement for Information Technology, Telecommunications and Radio Functions was on the agenda and requested that it be approved by the Commission.

Mr. Ialacci updated the Commission regarding the Internet Exchange stating that the exchange is progressing well and that they are working with Internet Service Providers to encourage them to join the exchange.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE AND ASSISTANT COUNTY ENGINEER JAMES KELLEY

County Engineer George Speake briefed the Commission regarding a proposed Franchise Agreement with Alabama Wastewater Systems, Inc. (AWSI), and related resolution, which would allow AWSI to use County right-of-ways for placement and operation of their sanitary sewer system facilities in order to provide sanitary sewer service for unincorporated areas of Montgomery County. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Also, Mr. Speake briefed the Commission regarding Budget Change Request Number 4 from the Engineering Department which was needed to realign budgetary funds for purchase of two lowboy trailers. After discussion, the Commission agreed to place this item on the next agenda.

Additionally, Mr. Speake briefed the Commission regarding Position Fill Requests for County Road Equipment Operator I, Position Number 620551017 and Traffic Control Technician II, Position Number to be determined. After discussion, the Commission agreed to place these items on the next agenda.

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

Executive Director Meesoon Han with the Alabama-Korea Education & Economic Partnership (A-KEEP) briefed the Commission regarding the “Working in Multicultural Environments: Korean”, which is a new accredited high school course under the Alabama State Department of Education. Ms. Han requested funding in the amount of \$10,000 for A-KEEP to teach this the course. After discussion, the Commission agreed to waive rules and add a \$5,000 Budget Change Request to the agenda for this program.

Vice Chairman Harris and Commissioner Hall requested a \$2,500 miscellaneous appropriation from each of their accounts for this program. The Commission agreed to add these items to the miscellaneous appropriations.

DISCUSSION BY THE COMMISSION

The Commission discussed a previous request for funding from Alabama State University Division of Continuing Education regarding the Summer Youth College Adventure Program (SkyCap). After discussion, the Commission agreed to waive rules and add a \$3,000 Budget Change Request to the agenda for this program.

The Commission discussed the request for funding for the “Think Big Bowling Rally” and agreed to waive rules and add a \$3,000 Budget Change Request to the agenda for this program. Chairman Dean and Vice Chairman Harris requested a \$1,000 miscellaneous appropriation from each of their accounts for this event. The Commission agreed to add these items to the miscellaneous appropriations.

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 Reverend Fred Gray of First Missionary Baptist Church of Prattville at the request of Commissioner Williams.

The Pledge of Allegiance was led by Senior Citizens Group of Flatwood Community Center at the request of Commissioner Walker.

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

Commissioner Walker made a motion to approve the Minutes of the Regular Meeting of February 16, 2016. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Mims presented the Accounts Payable 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 Vice Chairman Harris and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 11, are attached to these Minutes.)

PRESENTATION

DETENTION FACILITY – PRESENTATION OF CERTIFICATES OF COMPLETION FROM THE NATIONAL INSTITUTE FOR JAIL OPERATIONS (NIJO) TO CAPTAIN ETTA MATTHEWS, LIEUTENANT JANICE HARDY, LIEUTENANT CARLOS PARKS, SERGEANT MARTINEZ TOLBERT AND SERGEANT ROBERT WASHINGTON

Sheriff Cunningham explained that several employees of the Detention Facility completed the National Institute for Jail Operations (NIJO) training. He stated that NIJO, which provides the Alabama Legal-Based Jail Guidelines to the Association of County Commissions of Alabama (ACCA) Liability Self-Insurance Fund and its members, developed the curriculum for the Alabama Jail Training Academy. He noted that these employees completed the training course and are being recognized by ACCA and now by the County Commission.

Chairman Dean told them that the Commission wanted to recognize you for your accomplishments that you have made and there is nothing like continuing education.

NEW BUSINESS

COMMUNITY CORRECTIONS – APPROVED AUTHORIZATION OF PROFESSIONAL SERVICES CONTRACT FOR THE 2015-2016 E.V.E.N. PROGRAM PROVIDER, MS. BIONCA LINDSEY

Administrator Mims presented the following memorandum from Executive Director of Community Corrections Paul H. Brown:

MEMORANDUM

February 10, 2016

TO: Elton Dean - Chairman

FROM: Paul H. Brown – Executive Director
Montgomery County Community Corrections

SUBJECT: Request for Future Commission Agenda Item –
Request for Approval of a Professional Services Contract for the E.V.E.N.
Domestic Violence Education/Intervention Program Facilitator

Attached please find a copy of a proposed Professional Services Contract for facilitation of the E.V.E.N., Domestic Violence Perpetrators Education/Intervention Program for a replacement

facilitator, Ms. Bionca Lindsey. On Tuesday, February 9, 2016, the Community Corrections Board met in regular session and approved that the request for the replacement facilitator be forwarded to the Commission for their consideration/approval. The contract is the same contract in every respect to the contract used for the same services over the past 5 years. The proposed contract offers a contract hourly compensation rate of \$20.00 per hour which is the customary offer for E.V.E.N. providers during their first year of facilitating the program.

The E.V.E.N. program is essentially funded by the proceeds paid by each participant and totals \$440.00 for each participant completing the course of instruction. I respectfully recommend that the Professional Services Contract for this individual for the remainder of FY 2016-2017 be placed on the March 7, 2016 Commission Agenda for consideration/approval.

Respectfully submitted,

/s/ Paul H. Brown – Executive Director
Montgomery County Community Corrections

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 Professional Services Contract, Agenda Pages 1-2 through 1-4, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION OF AGREEMENT WITH
COUNTY ATTORNEYS TYRONE C. MEANS AND THOMAS T. GALLION, III
REGARDING PROFESSIONAL SERVICES

Administrator Mims presented the following memorandum:

February 23, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Agreement with County Attorneys

The Montgomery County Commission, at its meeting on February 16, 2016, agreed to place an Agreement with County Attorneys Tyrone C. Means and Thomas T. Gallion, III for legal services for a three year period, on the next agenda.

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 Vice Chairman Harris and unanimously approved by the Commission. (Copies of Memorandum, Agreement, and Resolution, Agenda Pages 2-2 through 2-5, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AUTHORIZATION OF COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 5BAL (FY2015 - \$35,032)

Administrator Mims presented the following memorandum from Sheriff Derrick Cunningham:

February 11, 2016

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT: Homeland Security Grant
5BAL Grant - \$35,032.00

Please find attached the Cooperative Agreement for a new Homeland Security grant. This grant is for a Bomb Tech Symposium to be held at the Embassy Suites. Please place it on the agenda for the next County Commission Meeting and have Mr. Dean sign it where indicated.

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

encls.

End of Memorandum

Commissioner Williams made a motion to approve authorization of Cooperative Agreement. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Cooperative Agreement, Agenda Pages 3-2 through 3-12, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION OF AMENDMENT NUMBER 2 TO THE MARCH 12, 2012, MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTGOMERY, ALABAMA AND MONTGOMERY COUNTY COMMISSION, ALABAMA, REGARDING A JOINT MANAGEMENT AGREEMENT FOR INFORMATION TECHNOLOGY, TELECOMMUNICATIONS AND RADIO FUNCTIONS

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

MEMORANDUM

To: Donnie Mims

From: Lou Ialacci

CC: Mayor Strange, Chairman Dean, Tammy Nix

Date: February 6, 2016

Re: Joint Management Agreement – County and City

The current amendment # 1 to the Memorandum of Understanding (MOU) between the City of Montgomery and Montgomery County Commission regarding a joint management agreement for Information Technology, Telecommunications, and Radio Functions will expire on March 12 of this year.

I am requesting a second amendment to the MOU be placed on the Thursday briefing memo for discussion by the Commissioners at their February 16, 2016 work session. The original MOU was for one year. The first amendment was for three years and the second amendment will be for an additional three years beginning March 12, 2016.

I have attached fully executed copies of the original MOU and the first amendment to make all the previous documents available. I have also attached Amendment # 2 which has already been signed by the Mayor to show his support of this arrangement.

Thank you. I appreciate the Commission's and the City's support.

End of Memorandum

Vice Chairman Harris made a motion to approve authorization of Amendment Number 2 to the March 12, 2012, Memorandum of Understanding (MOU) between the City of Montgomery, Alabama and Montgomery County Commission, Alabama, regarding a Joint Management Agreement for Information Technology, Telecommunications and Radio Functions. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Amendment Number 2, Amendment Number 1, and Memorandum of Understanding, Agenda Pages 4-2 through 4-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED ACCEPTANCE OF PROPOSAL FROM ENVIRONMENTAL MATERIALS CONSULTANTS, INC. REGARDING ASBESTOS SURVEY AND LEAD PAINT TESTING AT 350 ADAMS AVENUE AND APPROVED A BUDGET OF \$2,500

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

February 11, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Environmental Materials Consultants, Inc., Proposal

When the property at 350 Adams Avenue was purchased in 2005, Environmental Materials Consultants, Inc., (EMC) performed a Phase I Environmental Assessment of the property and recommended testing of possible asbestos-containing materials (ceiling tiles, wallboard, floor tiles, etc.) if the County planned to remodel the building. Prior to leasing the building to Pardons and Paroles, the County added a handicap accessible ramp on the exterior and did minimal renovations in the lobby. No asbestos testing was performed.

Pardons and Paroles has given notice that it will not renew its lease. The County anticipates the need to remodel the interior to accommodate new tenants and has requested a proposal from EMC to proceed with asbestos testing.

I request that the attached proposal from EMC in the amount of \$2,500 to perform an asbestos survey and lead paint testing within the building at 350 Adams Avenue be placed on a future agenda for approval.

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 Proposal, Agenda Pages 5-2 through 5-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION OF ISSUANCE OF COUNTY CREDIT CARDS FOR THE REVENUE COMMISSIONER AND CHIEF REVENUE CLERK

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

February 11, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Request from Revenue Commissioner's Office for Credit Cards

Revenue Commissioner Janet Buskey has requested that credit cards be issued to designated Revenue office staff. Administrator Mims has previously discussed with the Examiners of Public Accounts a request from the Sheriff's Office for credit cards, and the Examiners advised that the credit cards must be issued to specific individuals who would be personally accountable for all charges.

Use of the credit cards is limited to the purchase of airline tickets, lodging, and registration. The credit cards may not be used for the purchase of gas, meals, room service charges, movie rentals, etc. Any other charges would require pre-approval by the County Commission. In addition, if any improper charges are made, the party to whom the credit card is issued shall promptly repay the Montgomery County Commission that amount plus all costs related to collection of the same. The holder of a credit card must immediately relinquish the card if it is determined that the card has been misused or improprieties are noted. It is imperative that credit card statements be processed and paid timely because the Montgomery County Commission does not pay finance charges or late fees.

I request approval of the issuance of credit cards by Regions Bank to persons filling the positions of Revenue Commissioner and Chief Revenue Clerk be placed on the next agenda

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.

COUNTY COMMISSION – ADOPTED MINORITY AND WOMEN-OWNED BUSINESS INITIATIVE POLICY AS REQUESTED BY ADMINISTRATOR MIMS

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

March 3, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Minority Business Initiative

At the Commission meeting on February 16, 2016, the Commissioners agreed that the Minority Business Initiative should include a goal of 30% participation by qualified minorities in the bidding process and requested that it be placed on the next agenda.

End of Memorandum

Based upon discussion during the information session, Administrator Mims requested that the Commission amend the Minority and Women Owned Business Initiative Policy stated to insert “a minimum of” 30% participation by M/WB’s in the bidding process in Montgomery County and amend the Policy Implementation to insert “and/or hire” a M/WB Liaison to assist Montgomery County’s Purchasing Department in developing and executing a plan to implement the M/WB policy in compliance with Montgomery County purchasing procedures.

Vice Chairman Harris made a motion to adopt the Minority and Women-Owned Business Initiative Policy as requested by Administrator Mims. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Initiative, Agenda Pages 7-2 and 7-3, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

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

March 7, 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-2016-47: The Second Chance Foundation, for Counseling Services and Academic Remediation for At-Risk Children Expelled from the Montgomery Public School System - \$1,000; (Harris)

- NC-2016-96: BOE, E. D. Nixon Elementary School, for Various Programs throughout the 2015-2016 School Year - \$500; (Williams)
- NC-2016-97: BOE, Dalraida Elementary School, for Principal's Discretionary Fund - \$1,000; (Walker)
- NC-2016-98: City of Montgomery, to be used by BONDS to Support the County Downs Homeowner's Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Walker)
- NC-2016-99: City of Montgomery, to be used by BONDS to Support Fox Hollow, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,800; (Walker)
- NC-2016-100: City of Montgomery, to be used by BONDS to Support Eastbrook-Morningview Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$850; (Walker)

End of Memorandum

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

VARIOUS DEPARTMENTS – APPROVED BUDGET CHANGE REQUESTS (4)

Administrator Mims recommended the following Budget Change Requests for approval by the Commission:

<u>DEPARTMENT</u>	<u>BUDGET CHANGE REQUESTS</u>
1. Board of Registrars	Request Numbers 2 and 3
2. Judge of Probate (Elections)	Request Number 3
3. Youth Facility	Request Number 3

Vice Chairman Harris made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 9-1 through 9-4, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 33 FOR \$1,500 TO BRITTON YMCA FOR THE YMCA YOUTH GOVERNMENT DAY

Administrator Mims requested approval of Budget Change Request Number 33, County Commission Appropriations.

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 Budget Change Request, Agenda Page 10-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (2)

Administrator Mims presented the following memorandum:

February 23, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Detention Facility

The Montgomery County Commission, at its meeting on February 16, 2016, agreed to place the following Position Fill Requests from the Detention Facility on the next agenda:

- (1) Corrections Officer Trainee/Corrections Officer, Position Number 015
- (2) Stores Clerk I, Position Number 196

I am requesting approval of these items.

Attachments

End of Memorandum

Commissioner Walker made a motion to approve the requests. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 11-2 and 11-3, are attached to these Minutes.)

DISTRICT ATTORNEY’S OFFICE – APPROVED POSITION FILL REQUEST FOR SENIOR ADMINISTRATIVE ASSISTANT, POSITION NUMBER 400019013 AND STARTING SALARY AT PAY GRADE A06, STEP 4

Administrator Mims presented the following memorandum from District Attorney Daryl D. Bailey:

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: Daryl D. Bailey, District Attorney

DATE: February 5, 2016

SUBJECT: Position Fill Request and Related Starting Salary

Attached is a position fill request for a Senior Administrative Assistant due to the retirement of Carol Golden on March 11, 2016.

This position is responsible for specialized administrative, financial and secretarial duties and reports to the Chief Administrator. Among other things, this person is responsible for receiving quotes and entering purchasing requisitions, processing invoices for payment, maintaining office supply inventory, and submitting payroll information.

I have selected a current employee who has prior financial administration experience. She has been with my office for several years and is a state employee. Based on her experience, I am requesting her starting salary be approved at Grade A06, Step 4.

The funding for this is in the budget so no additional funds would be required. I respectfully request the Commission approve the position fill and beginning salary requests.

Contact me if you have any questions.

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. (Copy of Position Fill Request, Agenda Page 12-2, is attached to these Minutes.)

DISTRICT ATTORNEY'S WORTHLESS CHECK UNIT – APPROVED POSITION FILL REQUEST FOR CASE MANAGER I, POSITION NUMBER 438045004

Administrator Mims presented the following memorandum from Chief Administrator of the District Attorney's Office:

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: Rhonda B. Cape
Chief Administrator

DATE: February 5, 2016

SUBJECT: Position Fill Request

I respectfully request the County Commission approve the attached Case Manager I position fill request in the Worthless Check Unit. This position is paid in full by the Worthless Check Unit.

Please contact me if you have any questions.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 13-2, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (19)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. County Commission	Requests 21 and 22
2. Revenue Commissioner's Office	Request Number 6
3. Tax & Audit Department	Request Numbers 3 and 4
4. Sheriff's Office	Request Number 21
5. Youth Facility	Request Number 6, 7, 8, 9, and 10
6. Engineering Department	Request Numbers 2 and 3
7. Risk Management	Request Numbers 10 and 11
8. Personnel Department	Request Numbers 9 and 10
9. Community Corrections	Request Numbers 7 and 8

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 14-1 through 14-19, 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:

REVENUE COMMISSIONER'S OFFICE – APPROVED RENEWAL OF CONTRACT SERVICE AGREEMENT WITH CERTIFIED MAILING SOLUTIONS, INC., FOR CERTIFIED MAIL SERVICES

Administrator Mims presented the following memorandum from Revenue Commissioner Janet Buskey:

February 23, 2016

MEMORANDUM

TO: Elton Dean, Chairman, Montgomery County Commission
Montgomery County Commissioners

FROM: Janet Buskey, Montgomery County Revenue Commissioner

SUBJECT: Approval of Contract – Certified Mail Services

We respectfully request that the Montgomery County Commission waive rules to approve the contract for certified mail services to process the probate notices. Services will be provided by Certified Mailing Solutions, Inc. This contract is a renewal. Funds used are contained in our budget under postage. Please see the attached contract for your review.

Thank you for your consideration.

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 15-2 and 15-3, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AUTHORIZATION OF FRANCHISE AGREEMENT WITH ALABAMA WASTEWATER SYSTEMS, INC., AND ADOPTED RELATED RESOLUTION TO INSTALL SANITARY SEWER SERVICE FACILITIES IN COUNTY ROAD RIGHT-OF-WAYS

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

February 23, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

SUBJECT: Alabama Wastewater Systems, Inc.
Franchise Resolution

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached resolution and agreement concerning granting Alabama Wastewater Systems, Inc. (AWSI) the privilege to place their sanitary sewer service facilities in county road right-of-ways.

AWSI is the provider of sanitary sewer service for several residential developments in the vicinity of the Town of Pike Road. One of these residential developments, Doe Run Subdivision Plat No. 1, is presently under construction on the north side of Oakfuski Road. AWSI will be installing the sanitary sewer system to serve this subdivision, and, as such, they have requested a permit to place a sanitary sewer force main in the county's right-of-way along Oakfuski Road.

We have no objections with issuing AWSI a permit to place this sanitary sewer force main in county right-of-way provided that the County Commission is agreeable with approving the attached resolution and agreement authorizing AWSI the use of county right-of-ways for their sanitary sewer system.

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, and Resolution, Agenda Pages 16-2 through 16-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PURCHASE AND SALE AGREEMENT FROM REALTOR FRANK THOMAS CONCERNING THE MALCOLM C. HALL PROPERTY WITH A PURCHASE PRICE OF \$680,000, WHICH IS THE SAME AS THE APPRAISED VALUE, WITH THE PROVISION THAT REALTOR FRANK THOMAS NEGOTIATE AN ADJUSTMENT IN THE PURCHASE PRICE FOR THE ACREAGE OF A CEMETERY ON THE PROPERTY

Administrator Mims requested approval of Purchase and Sale Agreement from Realtor Frank Thomas concerning the Malcolm C. Hall property with a purchase price of \$680,000, which is the same as the appraised value, with the provision that Realtor Frank Thomas negotiate an adjustment in the purchase price for the acreage of a cemetery on the property.

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 Purchase and Sale Agreement, Exhibit "A", and Email, Agenda Pages 17-1 through 17-9, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST 34 FOR \$5,000 TO ALABAMA-KOREA EDUCATION & ECONOMIC PARTNERSHIP (A-KEEP) FOR THE “WORKING IN MULTICULTURAL ENVIRONMENTS: KOREAN” COURSE AND APPROVED A MISCELLANEOUS APPROPRIATION OF \$2,500 FROM VICE CHAIRMAN HARRIS AND \$2,500 FROM COMMISSIONER HALL

Administrator Mims requested approval of Budget Change Request Number 34 and approval of a Miscellaneous Appropriation of \$2,500 from Vice Chairman Harris and \$2,500 from Commissioner Hall, County Commission Appropriations.

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 18-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST 35 FOR \$3,000 TO ALABAMA STATE UNIVERSITY DIVISION OF CONTINUING EDUCATION FOR THE SUMMER YOUTH COLLEGE ADVENTURE PROGRAM (SKYCAP)

Administrator Mims requested approval of Budget Change Request Number 35, County Commission Appropriations.

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 19-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST 36 FOR \$3,000 TO AMERICAN ASSOCIATION FOR CHILDREN, FOR THE “THINK BIG BOWLING RALLY” AND APPROVED A MISCELLANEOUS APPROPRIATION OF \$1,000 FROM CHAIRMAN DEAN AND \$1,000 FROM VICE CHAIRMAN HARRIS

Administrator Mims requested approval of Budget Change Request Number 36 and approval of a Miscellaneous Appropriation of \$1,000 from Chairman Dean and \$1,000 from Vice Chairman Harris, County Commission Appropriations.

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Hall. Chairman Dean, Vice Chairman Harris, Commissioner Hall and Commissioner Williams voted in favor of the motion. Commissioner Walker voted in opposition and the motion carried. (Copy of Budget Change Request, Agenda Page 20-1, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Judge of Probate Steven Reed commended the Commission for adopting the Minority and Women Owned Business Initiative. He stated that he felt it appropriate to recognize them publicly for their effort. He added that Montgomery County and the River Region are moving forward.

Resident Michelle Croskey, who lives on Jones Road, told the Commission that she has tried to get help from former Commissioner Reed Ingram to get her road paved and get assistance for flooding issues, but received no help. She stated that she spoke with Commissioner Hall over the phone and wrote a letter to Chairman Dean, but received no response. Chairman Dean told Ms. Croskey that Commissioner Hall did speak with him regarding her road. He informed her that the Commission cannot do anything on private property. Commissioner Hall expressed his appreciation for Ms. Croskey coming to the meeting. He stated that the County Engineering department will price a culvert pipe to allow water to flow under the road and alleviate the flooding. Commissioner Hall said that he would appropriate funds through BONDS to take care of the cost. Attorney Gallion informed Commissioner Hall that he legally cannot appropriate funds for private property and discussed other options.

Mr. Isaiah Sankey addressed the Commission to voice concerns about the number of spoiled ballots in Precinct 4. He stated that he wanted to make sure that the Commission is doing everything to ensure the votes were counted correctly. Probate Judge Steven Reed and Chief Probate Clerk William Flowers assured Mr. Sankey that the machines are accurate and the votes were counted correctly.

Mr. William "Levi" Gailliard with American Association for Children thanked the Commission for their appropriation to the organization.

Commissioner Hall told the audience good morning and informed them that he was defeated in the election. He congratulated Mr. Doug Singleton and told him that he fought a well fought race and an attack free campaign. He stated that he will be working closely with Mr. Singleton over the next 8 months so that he can come in from day one and know what to do. He said that his Uncle, Bill Joseph, who was the Chairman of the Commission for many years, told him that he missed the people when he left office, not the politics. Commissioner Hall stated that he too would miss the people, adding that this is one of the best groups of people he has worked with. He said that it has been an honor and privilege to work with them.

Commissioner Williams expressed his appreciation to Reverend Fred Gray of First Missionary Baptist Church of Prattville and the Senior Citizens Group of Flatwood Community Center for sharing in today's meeting. He told the audience that he was handsomely defeated in the election but explained that the seat belongs to the people. He welcomed Mr. Sankey and stated that he will help him make a smooth transition onto the Commission. He stated that he has been in politics for 41 years and that it's time to go home. He said that he has enjoyed it and it has been a blessing.

Commissioner Walker told the audience that she is a proud resident of Montgomery and proud to represent Montgomery County. She said that she has spent a lot of time in prayer since the shooting death of Mr. Gunn. She said that she prayed for the family, Chairman Dean, Mayor Strange, Chief Finley, Sheriff Cunningham and District Attorney Daryl Bailey. She thanked them for how they handled the devastating situation and stated that Montgomery is poised to show the nation the advances in relations within Montgomery County. She encouraged everyone to remain prayerful and watchful and to continue building trust.

Chairman Dean told Commissioner Hall and Commissioner Williams that this is not a farewell because there is still much work to be done over the next eight months. He thanked Commissioner Walker for her prayers regarding the shooting death of Mr. Gunn. He shared that he trusts the Sheriff's Office, Police Department and District Attorney's Office and that these are who the people have chosen. He said that we have to remain the family that we are and that we are more together today than 60 years ago during the Bus Boycott. He said that there are a lot of people who died for our freedom, not just blacks or whites but everybody. He stated that democrats and republicans need to work together because it doesn't matter what party you are in, it's about what's in your heart. He said that the people we represent and employees are the most important and we need to take care of them.

Vice Chairman Harris stated that he was surprised of the election results. He said that Montgomery City and County have gone through an extraordinary period. He stated that he hasn't seen everyone work so closely together to keep the city together as they have done over the past four years. He said that it will be hard to create the chemistry that presently exists with this Commission, the Administrator and Deputy Administrator. He added that will be the challenge for the two newly electees because we do a lot for Montgomery County and we don't always agree but we work together. He said that the comments that Commissioner Hall and Commissioner Williams made this morning show class and graciousness that we have as a whole. He told the audience that the shooting death of Mr. Gunn was handled differently than anywhere in this country, quietly and calmly, the way it should be handled. He stated that the reason is because the people trust the Sheriff, the Police Chief and the District Attorney. He said that we all need to build on this and never have to go through this again. He said that he has not regretted moving back to Montgomery. He thanked everyone for what they do for Montgomery County. He thanked Ms. Croskey for coming to today's meeting and sharing her concerns.

Attorney Gallion shared a story of a tragedy that took place in Montgomery in the mid 70's when a young mentally disabled boy was shot to death and how, in his opinion, the city government covered up everything. He said that the entire city collapsed. He noted that the difference in how things were handled in the shooting death of Mr. Gunn, is like night and day. He applauded everyone for how well they worked together.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY EXECUTIVE DIRECTOR JO ANN JOHNSON WITH HANDSON RIVER REGION

Executive Director Jo Ann Johnson with HandsOn River Region briefed the Commission regarding the Volunteer Management Program. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$5,000 on the next agenda.

PRESENTATION BY SENIOR ACCOUNT EXECUTIVE SUSAN BRYAN AND CREATIVE DIRECTOR CAMELLIA LEONARD WITH STAMP IDEA GROUP ADVERTISING

Senior Account Executive Susan Bryan and Creative Director Camellia Leonard with Stamp Idea Group Advertising presented a proposed new logo design for the Montgomery County Commission. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding a Bid Award to Trinity Services Group, Inc., regarding inmate food service, Bid Number 52200-16B-013, for the Detention Facility. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding the construction of additional ADA compliant parking and a vehicle inspection space at the Lawrence Street entrance to Annex III. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen updated the Commission regarding security upgrades for the Pre-Trial Diversion Office in Annex II and related Budget Change Request Number 32. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented a Position Fill Request for Buyer I, Position Fill Request Number 260782001 from Support Services. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding Board Member appointments to the Rolling Hills/Lakes Volunteer Fire Department. After discussion, the Commission agreed to place these appointments on the next agenda.

Administrator Mims presented the County Levies for Alcohol Licensing for 2016-2017. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Budget Change Request Number 1 from the Board of Registrars, Budget Change Request Number 1 from the Emergency Management Communications District

Board, and Budget Change Request Number 1 from Public Affairs. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims requested to hire an Administrative Support Specialist at Pay Grade A04, Step 5 (\$32,826) for the County Commission, subject to approval by the City/County Personnel Board. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Position Fill Request for Deputy Sheriff Corporal, Position Number 97 and Deputy Sheriff Trainee/Deputy Sheriff, Position Number to be determined from the Sheriff's Office. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented a Position Fill Request for Administrative Support Associate, Position Number 230 from the Detention Facility. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY PUBLIC AFFAIRS DIRECTOR DIDI HENRY

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

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a letter from CEO/Founder Karen Jones with WHOM IT CONCERNS, Inc., requesting funding in the amount of \$3,000 for the program. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of \$1,000 Budget Change Request for this program.

Chairman Dean and Vice Chairman Harris requested a \$500 miscellaneous appropriation from each of their accounts for this event. The Commission agreed to place these items on the next agenda.

Administrator Mims presented a letter from Mayor Todd Strange requesting funding for renovations of the Juliette Hampton Morgan Branch of the Montgomery City-County Public Library in the amount of \$920,000. The Commission asked that Administrator Mims invite City-County Library Director Juanita Owes to the next meeting to brief them regarding this request. Administrator Mims presented an email from Training Program Manager Julia Heflin with Auburn University Government & Economic Development Institute regarding Hazardous Materials, Landfills and Solid Waste Disposal class to be held April 21-22, 2016, in Prattville.

Administrator Mims presented an email from the Association of County Commissions of Alabama recommending the implementation of a Social Media Policy for County Employees. He noted that he would research this item and report back to the Commission.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals. Administrator Mims presented the Service of Process Fee (Sheriff Process Fee) Collection for March 2016.

Administrator Mims presented the Revenue Reports for February 2015 from Tax and Audit Department.

Administrator Mims presented the Population Report for February 2015 for the Mac Sim Butler Detention Facility.

Commissioner Walker had to leave the meeting for an appointment.

PRESENTATION BY EXECUTIVE DIRECTOR GREG CLARK WITH CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission informed the Commission that the HVAC (heating) system at the Dublin Senior Center needs to be replaced and the cost estimate to replace the unit is \$4850.00. He noted that the Mid-South RC& D Council has agreed to commit services to Montgomery County up to \$5,000, which would reimburse the County for the HVAC system. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$5,000 on the next agenda for this repair.

Mr. Clark updated the Commission on grant opportunities for a Community Development Block Grant, Recreational Trails Grant, Land and Water Conservation Fund Program and a Broadband Initiative Grant for broadband wiring in rural Montgomery County.

DISCUSSION BY THE COMMISSION

Vice Chairman Harris presented a draft Contract with Fresh Start Community Development Corporation regarding funding for the Youth City program. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims informed the Commission that as incoming President of the Alabama City/County Management Association (ACCMA), he attends Regional Board Meetings of the International City/County Management Association (ICMA). He stated that in order to vote on issues including voting on Nominating Committee for National Officers, he is required to be a member of both ACCMA and ICMA and requested that the Commission pay his membership dues to the ICMA for approximately \$1,200 in order for him to represent the Alabama Association. After discussion, the Commission agreed to place this item on the next agenda.

ADJOURNMENT

Commissioner Hall made a motion to adjourn the meeting of the Montgomery County Commission on March 7, 2016, at 11:53 a.m. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

MAR - 7 2016

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 2-12-16

Check Number	To	Check Number
258430		258490
Total Checks Paid		\$1,421,548.92

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

MAR - 7 2016

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 2-12-16

Check Number	To	Check Number
258491		258586
Total Checks Paid		\$701,833.44

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 2-17-16

Check Number	To	Check Number
258587		258614
Total Checks Paid		\$46,181.10

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

3-7-16 Meeting

AGENDA

MAR - 7 2016

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 2-19-16

Check Number	To	Check Number
258615		258673
Total Checks Paid		\$636,209.56

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

MAR - 7 2016

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 2-19-16

Check Number	To	Check Number
258674		258697
Total Checks Paid		\$43,150.00

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

MAR - 7 2016

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 2-26-16

Check Number	To	Check Number
258698		258761
Total Checks Paid		\$235,376.52

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

MAR - 7 2016

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 2-26-16

Check Number	To	Check Number
258762		258831
Total Checks Paid		\$386,430.66

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

3-7-16 Meeting

AGENDA

MAR - 7 2016

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 3-4-16

Check Number	To	Check Number
258832		258872
Total Checks Paid		\$76,945.98

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

3-7-16 Meeting

AGENDA

MONTGOMERY COUNTY COMMISSION

MAR - 7 2016

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 3-4-16

Check Number	To	Check Number
258873		258942
Total Checks Paid		\$275,271.59

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

3/7/16 Meeting

AGENDA

MAR - 7 2016

CHECKS ARE DATED
3/4/16

Payroll Check Number	124961	To	Payroll Check Number	125027	\$ 52,883.88
Direct Deposits					\$ 856,799.27
Payroll Check Number	125028	To	Payroll Check Number	125052	\$ 259,803.52
Direct Deposits					\$ 391,211.25
Federal Deposits					\$ 328,751.19
Total Payroll Paid					\$ 1,889,449.11

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

AGENDA**MAR - 7 2016**

CHECKS ARE DATED
2/19/16

Payroll Check Number	124869	To	Payroll Check Number	124936	\$ 50,357.57
Direct Deposits					\$ 847,412.08
Payroll Check Number	124937	To	Payroll Check Number	124960	\$ 254,929.21
Direct Deposits					\$ 389,681.45
Federal Deposits					\$ 327,074.31
Total Payroll Paid					\$ 1,869,454.62

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



P.O. Box 5040 • Montgomery, Alabama 36103
Telephone 334-263-7594 • Fax 334-263-7678
www.alabamacounties.org

Hon. Ray Long, Morgan County, President
Sonny Brasfield, Executive Director

AGENDA

MAR - 7 2016

January 15, 2016

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

Dear Chairman Dean:

This past year we completed the first round of classes for the Alabama Jail Training Academy (AJTA) and it was a huge success. More than 250 jail officers were trained during the first four classes and more than 30 people completed all four classes.

As you know, Lieutenant Janice Hardy, Captain Etta Matthews, Sergeant Carols Parks, Sergeant Martinez Tolbert and Sergeant Robert Washington from your county completed the program and earned a certificate of completion from the National Institute of Jail Operations (NIJO). We believe it would encourage other jailers to participate in this important educational program if the county commission recognized this accomplishment during one of its upcoming meetings. Enclosed is a certificate from NIJO for each of the graduates. We hope you will present these in the near future. We think it would also be appropriate if you included Sheriff Cunningham in the presentation.

Thank you for your support of this excellent training program and all of the Association's activities.

Sincerely,

Sonny Brasfield
Executive Director

Enclosure

Cc: Donnie Mims, Administrator

67 Counties, One Voice



Etta Matthews

Captain, Montgomery County
Has completed a total of 48 hours of

LEGAL-BASED TRAINING

"Alabama Jail Training Academy – Basic Level"

Sponsored by the

**ALABAMA COUNTY COMMISSIONERS ASSOCIATION
ALABAMA SHERIFF'S ASSOCIATION
NATIONAL INSTITUTE FOR JAIL OPERATIONS**

2015

Tate McCotter
Executive Director
National Institute for Jail Operations



Janice Hardy

Lieutenant, Montgomery County
Has completed a total of 48 hours of

LEGAL-BASED TRAINING

"Alabama Jail Training Academy – Basic Level"

Sponsored by the

ALABAMA COUNTY COMMISSIONERS ASSOCIATION
ALABAMA SHERIFF'S ASSOCIATION
NATIONAL INSTITUTE FOR JAIL OPERATIONS

2015

Tate McCotter
Executive Director
National Institute for Jail Operations



Carlos Parks

Sergeant, Montgomery County
Has completed a total of 48 hours of

LEGAL-BASED TRAINING

"Alabama Jail Training Academy – Basic Level"

Sponsored by the

ALABAMA COUNTY COMMISSIONERS ASSOCIATION
ALABAMA SHERIFF'S ASSOCIATION
NATIONAL INSTITUTE FOR JAIL OPERATIONS

2015

Tate McCotter
Executive Director
National Institute for Jail Operations



Martinez Tolbert

Sergeant, Montgomery County
Has completed a total of 48 hours of

LEGAL-BASED TRAINING

"Alabama Jail Training Academy – Basic Level"

Sponsored by the

ALABAMA COUNTY COMMISSIONERS ASSOCIATION
ALABAMA SHERIFF'S ASSOCIATION
NATIONAL INSTITUTE FOR JAIL OPERATIONS

2015

Tate McCotter
Executive Director
National Institute for Jail Operations



Robert Washington

Sergeant, Montgomery County
Has completed a total of 48 hours of

LEGAL-BASED TRAINING

"Alabama Jail Training Academy – Basic Level"

Sponsored by the

**ALABAMA COUNTY COMMISSIONERS ASSOCIATION
ALABAMA SHERIFF'S ASSOCIATION
NATIONAL INSTITUTE FOR JAIL OPERATIONS**

2015

Tate McCotter
Executive Director
National Institute for Jail Operations

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission desires to enter into a Professional Services Contract with Bionca Lindsey (also referred to as Provider), to provide offender Domestic Violence Education and related services (tutoring, orientation, Court advocacy, intake, collection of participant fees, taking attendance , documenting and reporting participant progress, etc.). Participants in said services shall be individuals who self refer or are referred by area and regional Courts to the Montgomery County Community Corrections Department for the E.V.E.N. (End Violence Effectively Now) domestic violence education/intervention program. These services shall be funded by participant/referral fees and all provisions of this contract shall be contingent on the Montgomery County Community Corrections Department receiving sufficient numbers of fee paying referrals to operate and sustain the program. Unless directed by the Executive Director of the Department and with the exception of Court advocacy services, all services performed under this Professional Services Contract shall be performed on the premises of the Montgomery County Community Corrections Department, 301 Adams Avenue, Montgomery Alabama, 36104. The Montgomery County Community Corrections Department shall be responsible for providing adequate classroom and workspace as well as materials necessary for the participants in the program. This is a Professional fee of Services Contract and compensation for materials purchased by the provider shall not be reimbursed.

Provider agrees to work with the Montgomery County Commission, the Montgomery County Community Corrections Department and consultants from the Montgomery, Alabama, Family Sunshine Center to provide the services mentioned herein and shall attend and participate in assigned in-service training to maintain minimum professional competency in the subject matter being provided to participants. It is understood that in-service training to maintain minimum level competency shall be determined by the Executive Director of the Montgomery County Community Corrections Department with consultation provided by the Montgomery, Alabama Family Sunshine Center. It is understood that failure to maintain a minimum level of proficiency and competency in the subject matter being provided to participants, as determined by participation in either assigned or substantially similar training may constitute grounds for termination of this Professional Services Contract.

The Montgomery County Commission agrees to pay to the provider a fee, of \$20.00 per hour for all services rendered under this Professional Services Contract. Fees shall be invoiced in increments of a quarter hour (15 minute periods), a half hour (30 minute periods) and/or whole hours. Only services that are scheduled and pre-approved by the Executive Director of the Montgomery County Community Corrections Department shall be compensated under this Professional Services Contract. Modifications to the monthly schedule must be approved by the Executive Director and made in writing to be compensated.

A monthly schedule of services and assignments shall be posted or otherwise made available at the office of the Montgomery County Community Corrections Department at 301 Adams Avenue, Montgomery, Alabama, 36104.

Invoicing for services charged under this Professional Services Contract shall be submitted to the Montgomery County Community Corrections Department Executive Director on an approved Monthly Invoice Form to be provided by the Montgomery County Community Corrections Department and shall contain: The name and mailing address of the provider, the Federal Tax I.D. Number or Social Security Number of the provider, the date of service, the amount of time charged, the nature of the service rendered (class instruction, tutoring, orientation, intake, Court advocacy, reporting, etc.), a total calculation or amount invoiced for each service, an aggregate total of all charges for the month, and the providers signature attesting that the invoice is accurate and correctly reflects services actually performed and the date signed. Invoice forms may be submitted no more than twice per month. Invoice Forms for any preceding month's services are due no later than the fifth business day of the month following the month services are rendered. Upon verification of the accuracy of any invoice by the Executive Director, the invoice shall be forwarded to the Montgomery County Commission for payment. Payment shall be disbursed according to the course of normal business by the Montgomery County Finance Department (presently disbursements are made twice per month). Requests for expedited payment or exceptional disbursements will not be honored.

The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2016. Actual services to be compensated under this Contract shall commence no earlier than March 8, 2016. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

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. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first 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. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this _____ Day of _____, 2016.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

M.C.C.P.C.A Board Chair or Representative

BY: _____

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

February 11, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Agreement with County Attorneys

Attached is an Agreement from County Attorney Tyrone C. Means and Thomas T. Gallion, III that was provided to me from them. This is a professional services agreement for legal services for a three year period, beginning on February 15, 2016, and continuing to February 15, 2019.

The Montgomery County Commission has the option to terminate this Agreement if either Gallion or Means does not satisfactorily provide the professional services in Exhibit "A" of this Agreement.

DLM/tn

Attachment

STATE OF ALABAMA
MONTGOMERY COUNTY

AGREEMENT

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

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

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

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

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

(5) This Agreement shall be for a three year period, beginning on March 7, 2016, and continuing to March 7, 2019.

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

WHEREFORE the Parties do hereby agree to the above stated covenant and do hereby affix their signature on the _____ day of March, 2016.

WITNESS

Elton Dean
Chairman of the Montgomery County
Commission

WITNESS

Thomas T. Gallion, III, Attorney

WITNESS

Tyrone C. Mean, Attorney

State of Alabama)
County of Montgomery)

RESOLUTION

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

1. The Montgomery County Commission desires to increase the billing rates for its county attorneys Thomas T. Gallion III (and his law firm) and Tyrone C. Means (and his law firm). Further, the County Commission desires to increase his monthly retainer for each of these attorneys. Said monthly billing rates have been the same for seven (7) years without an increase and the monthly retainer has been the same for more than seven (7) years.

2. Effective June 1, 2015, the billing rate for the principals of the county attorneys and their respective law firms shall be \$200.00 per hour; the hourly rate for associate attorneys shall be \$175.00 per hour and the billing rate for paralegals and law clerks shall be \$85.00 per hour. Further, in consultation with the County Commission and the County Administrator, on a strictly as-needed basis, said county attorneys are permitted to associate outside counsel on a case-by-case or project-by-project basis at an hourly rate not to exceed \$175.00 per hour.

3. The monthly retainer for each of the county attorneys shall be increased by an amount equal to 10 percent of the current monthly retainer beginning on October 1, 2015. Further, on October 1 of each successive fiscal year, said monthly retainer shall increase by the sum of no less than 2.5 percent of the monthly retainer then in place.

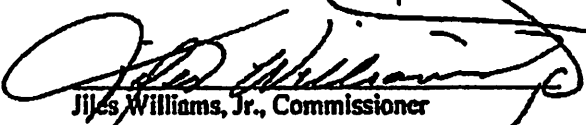
4. Said retainer shall cover the following which shall not be subject to hourly billing:

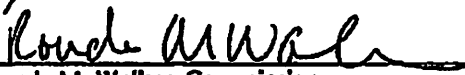
- a. Top priority given to the legal needs of Montgomery County;
- b. Attendance at Montgomery County Commission meetings;
- c. Verbal opinions given by telephone conversations on subject matters that are not covered on a project or case basis;
- d. Any and all delivery of documents to the county and/or third parties that would include mileage or related expenses within Montgomery County;
- e. A report to the Montgomery County Commission Administrator and/or response to the Alabama Department of Examiners of Public Accounts regarding outstanding, pending and settled litigation in connection with Montgomery County will be prepared each 6 months by the respective firms; and
- f. A Quarterly Legal Report of legal services rendered by each firm.

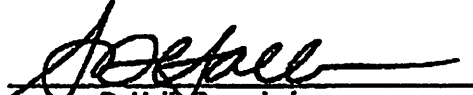



Elton N. Dean, Sr., Chairman


Daniel Harris, Jr., Vice Chairman


Jiles Williams, Jr., Commissioner


Ronda M. Walker, Commissioner


Andrew D. Hall, Commissioner

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

1. Administrator Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2015	4. Amount of: Federal: \$35,032.00 Total: \$35,032.00	5. Effective Dates Begin: 2/1/2016 End: 5/1/2016	6. Award Number: 5BAL

JEFFERSON COUNTY EMA is herein referred to as the Administrator, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2015 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

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

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

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

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

8. **Bidding Requirements:** The Administrator and Equipment Recipient must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.
9. **Personnel and Travel Costs:** The US DHS Financial Guide is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Administrator must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; *however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.
10. **Terms of Grant Period:** Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. **Utilization and Payment of Funds:** Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.
12. **Recording and Documentation of Receipts and Expenditures:** The Administrator's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.
13. **Financial Responsibility:** The financial responsibility of the Administrator must be such that the Administrator can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
 - a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;
 - b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c. The accounting system should provide accurate and current financial reporting information;
 - d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

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

14. Property Management Requirements:

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

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

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

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

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

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

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

16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.

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

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

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

a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.

b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.

c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with ALEA. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA, ALEA) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the award (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (ALEA). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for the space. Please note that the award can only be charged for the portion of rental costs in accordance with the above requirements. The award cannot be used for mortgage payments, as this is unallowable.

28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on an Administrator or Equipment Recipient for any of the following reasons:

a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.

b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.

c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.

d. Failure to submit reports on a semi-annual basis and as otherwise required.

e. Filing a false certification, other report or document.

f. Other good cause shown.

29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY14 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY14 Homeland Security Grant Program funding.

a. The Administrator of FY14 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any Administrator allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.

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

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Administrator will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Administrator must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Administrator will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the US DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total \$5,000.00 or more, a new signature sheet by stakeholders is required to be submitted with the BDW revision. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.
- b. In regard to Law Enforcement, the Administrator agrees to spend the appropriate percentage of this award in compliance with US DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.
32. Metropolitan Medical Response System (MMRS):
- a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS Administrators are to:
- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
 - Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework.
 - Promote sub-State regional coordination of mutual aid with neighboring localities.
 - Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events.
 - Validate the Administrator's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
 - Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
 - Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard.
 - Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible.
 - Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained.
 - Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments.

COOPERATIVE AGREEMENT 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: Administrators must read and comply with the funding restrictions provided in FY14 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.
- a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency*. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package.
35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Administrator must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Administrators must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding. MMRS funds may not be used for any type of construction.
36. Special Instructions: N/A

CERTIFICATION BY THE ADMINISTRATOR

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

Name: Derrick Cunningham
Title: Sheriff
Agency Address: Montgomery County Sheriff's Office
115 S. Perry Street, Montgomery, AL 36104
Phone Number: 334.832.1104
Fax Number: 334.832.7113
Mobile Number: 334.850.1329
E-Mail Address: DerrickCunningham@mc-a-la.org
Signature: [Signature] Date: 2.24.16

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

Name: Elton N. Dean, Sr.
Title: Chairman
Agency Address: Montgomery County Commission
101 S. Lawrence St., Montgomery, AL 36104
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: Spencer Collier
Title: Secretary, Alabama Law Enforcement Agency
Signature: [Signature] Date: 2/1/2016

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 (SCMD) 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: Elton N. Dean, Sr. Title: Chairman

Signature:

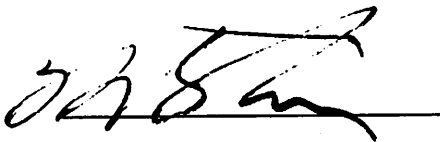
**Addendum to March 12, 2012 Memorandum of Understanding (MOU) between the City of
Montgomery, Alabama and Montgomery County Commission, Alabama**

Joint Management Agreement for Information Technology, Telecommunications and Radio Functions

The MOU referenced above and attached hereto had an initial term that expired March 12, 2013. The MOU requires an affirmative approval by both parties to extend the initial term to an additional three years. Amendment #1 was approved to extend this MOU through March 12, 2016 (copy attached)

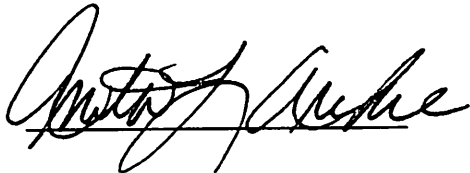
- 1) This addendum (#2) hereby extends the term of the agreement for an additional three years terminating on March 12, 2019.
- 2) The CITO is supervised by the Montgomery County Commission and the Mayor of Montgomery. The position will report his/her activities at the regularly scheduled County Commission work sessions or as otherwise requested.

The addendum expressed above is hereby approved through witnessed signatures provided below.

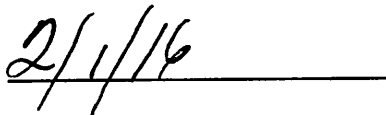


Todd Strange, Mayor

City of Montgomery



Witness



Date



Elton N. Dean, Sr., Chairman

Montgomery County Commission



Witness



Date

**Addendum to March 12, 2012 Memorandum of Understanding (MOU) between the City of
Montgomery, Alabama and Montgomery County Commission, Alabama**

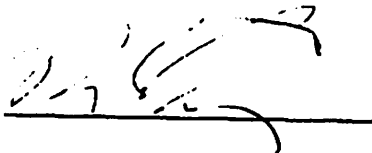
Joint Management Agreement for Information Technology, Telecommunications and Radio Functions

The MOU referenced above and attached hereto has an initial term that expires March 12, 2013. The MOU requires an affirmative approval by both parties to extend the initial term to an additional three years.

The following paragraphs are amendments to the original MOU:

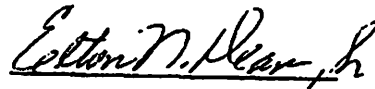
- (1) The CITO shall give an update to the Commission at every Commission meeting.
- (2) Every six months, there will be a joint meeting with the Mayor, County Commission, Deputy Mayor, County Administrator and Deputy Administrator to review the prioritization of the City and County goals/projects.
- (3) The term of the agreement shall be extended for an additional three years terminating on March 12, 2016.

The addendum expressed above is hereby approved through witnessed signatures provided below.



Todd Strange, Mayor

City of Montgomery

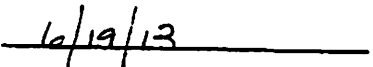


Elton N. Dean, Sr., Chairman

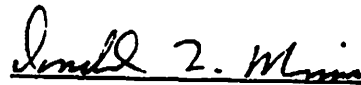
Montgomery County Commission



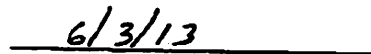
Witness



Date



Witness



Date

Memorandum of Understanding (MOU)

Between

City of Montgomery, Alabama

And

Montgomery County Commission, Alabama

Purpose: In an effort to achieve greater operational and capital efficiencies and effectiveness, the City of Montgomery (City) and Montgomery County Commission (County) shall enter into this agreement to establish a joint management structure for the City of Montgomery and Montgomery County's information technology, telecommunications, and radio functions.

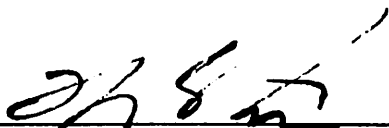
Term: The term of this MOU shall be one year beginning at the date of MOU execution by authorized representatives from both entities. Prior to the one year expiration of the MOU, the Commission and the City shall consider extending the contract for three (3) additional years with the provision that the contract can be terminated by either party with a six (6) month cancellation provision. Further authorization of this MOU beyond those terms shall require affirmative action by both entities in the form of an addendum to this agreement. The Commission and the City will start the evaluation process of the joint management structure nine (9) months after execution of the MOU.

Joint Management Services: The Montgomery County Commission shall create a position titled Chief Information and Technology Officer (CITO) in collaboration and with the approval of the City/County Personnel Department. The job description of the position shall be presented for approval by the City/County Personnel Board no later than 15 days after execution of this MOU. The County shall recruit and select in concurrence with the City said position no later than sixty (60) days after the job description has been approved by the City/County Personnel Board. Upon employment of the Chief Information and Technology Officer by the County, the City of Montgomery shall utilize said employee to manage its IT, Telecommunications, and Radio functions throughout the term of this agreement. The City of Montgomery shall pay to the County 70% of the salary and benefits of the Chief Information and Technology Officer (CITO) prorated to a daily rate based on 365 days divided into the annual salary and benefits of the CITO for use of these management services through the term of this agreement. The City shall pay the County once every three (3) months within thirty (30) days after receipt of an invoice from the County. The payment to the County shall increase as the salary and benefits increase for the CITO. The CITO shall be supervised by the Montgomery County Commission. The CITO shall be responsible to manage and supervise both City and County staff that operate within the aforementioned functions. The CITO shall also coordinate his/her activities through the Chief of Staff/Deputy Mayor with the City of Montgomery.

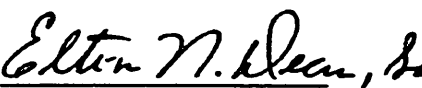
Joint Capital Purchases: The CITO shall endeavor to identify opportunities to share capital resources in the operation of the City and County's information and technology functions. As these

opportunities are defined and implemented, the CITO shall seek mutual agreement of the City and County to share these resources and the cost thereof. The City and County jointly shall determine the best vehicle to implement the mutually agreed capital joint ventures. This may include use of the Montgomery Metro Communication Cooperative District.

The above agreement and terms are hereby approved through the witnessed signatures below.



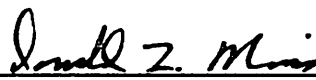
Todd Strange, Mayor
City of Montgomery, Alabama



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



Witness



Witness

3/12/12

Date

3/12/12

Date

February 9, 2016

Ms. Florence M. Cauthen
Montgomery County Commission
P. O. Box 1667
Montgomery, AL 36102-1667

Subject: Asbestos Survey and Lead Paint Testing
350 Adams Avenue
EMC Proposal No. MA-16-108

Dear Ms. Cauthen:

I am pleased to submit this proposal for performing an asbestos survey and lead paint testing within the building at 350 Adams Avenue. This proposal presents my understanding of the proposed project, EMC's proposed scope of services, and costs for our work.

PROJECT INFORMATION

The Montgomery County Commission is considering renovations to the building at 350 Adams Avenue. Prior to commencement of renovation activities an asbestos survey and lead paint testing must be performed so that if asbestos-containing building materials or lead-based paints are present they can be properly addressed before and/or during the renovation work.

PROPOSED SERVICES

I propose the following services to assist in evaluating the building for asbestos-containing building materials and lead-based paints.

- Perform a survey of the building to discover building materials that are considered suspect to contain asbestos. All survey work will be performed in general accordance with methods recommended by EPA.
- Collect samples of those suspect building materials. Our sampling procedures will generally follow those established by the Asbestos Hazard Emergency Response Act.
- Analyze the samples for asbestos by polarized light microscopy (PLM) coupled with dispersion staining.
- Perform x-ray fluorescence testing of painted surfaces within the building to determine if there are significant quantities of lead-based paint.
- Prepare a brief report that presents our findings.

NOTES AND COMMENTS

I expect our on-site survey work will take one day and request that EMC's survey/testing personnel be allowed/provided access to all areas of the building.

Our survey/testing work will be limited to exposed materials. We will not perform demolition of walls, ceilings, floor coverings, ductwork, or insulations to observe, sample, or test underlying building materials. We will lift lay-in ceiling tiles occasionally to observe areas above, and where corners are accessible, we will attempt to identify and sample underlying flooring by lifting the carpet in one corner of each major room. Identification of suspect materials above ceiling tiles can be hindered by insulation, ductwork, piping and other mechanical components, and it is possible that suspect materials that are "hidden" behind mechanical/insulating components will not be identified. Identification of underlying flooring is difficult because it is frequently obscured by carpet adhesive. We will presume that the

underlying flooring we note at the location we check is representative of the entire room.

We will not enter crawlspaces, vessels, or other areas that we believe may meet OSHA's definition of a confined space. We will attempt to identify and sample any suspect materials in those areas from their openings. We will bring to the site our six-foot stepladder and our sixteen-foot extension ladder. Building areas that cannot be safely accessed with those ladders will not be included in the survey/testing work and identified suspect materials that cannot be safely sampled/tested from the floor or with those ladders will be assumed to contain asbestos, or be lead-based paint.

Collecting samples for asbestos analyses will require that EMC's survey personnel cut and remove small pieces of the suspect materials. We will not patch or repair our sampling locations.

Roofing materials can contain asbestos, however collecting samples of roofing materials can require cutting holes in the roof, which can cause leaks and void the roofing bond. I have therefore not included roofing or roof-mounted materials within EMC's proposed scope of work.

Studies have revealed that PLM may not be an appropriate method for identifying small asbestos fibers within vinyl floor tiles. For that reason floor tiles that are not shown to contain asbestos by PLM will also be analyzed by transmission electron microscopy (TEM), a method that will detect the smaller fibers.

Determination of whether a suspect material contains asbestos will generally be based on analyses of the minimum number of samples allowed by the EPA's AHERA regulations. Because of variations in the composition of some materials, and our inability to visually identify those variations, it is possible that not all asbestos-containing materials will be identified by our surveys.

I have not included fees for PLM point count analyses. Materials that are shown to have any amount of asbestos by traditional PLM analyses will be considered "asbestos-containing materials". The lab will maintain the samples for several months, and subsequent point counting analyses can be performed if desired.

The x-ray fluorescence (XRF) instrument that will be used for testing paints provides the approximate lead content of the paint to a depth of $\approx 3/8$ " at each tested location, but can only test relatively flat surfaces/components. I anticipate testing the paint at fifty to seventy-five locations, but the specific number of tests performed will depend on the findings. If the initial readings are generally consistent less testing may be performed.

All asbestos survey and sampling work will be performed by an accredited asbestos inspector, and all lead paint testing will be performed by an accredited lead paint inspector.

The fees quoted below are based on this proposal, and the associated acceptance sheet and terms and conditions, serving as the agreement between EMC and our client. If our client requires another form of agreement there may be additional fees associated with attorney review and negotiation of that agreement.

Unless documented otherwise, by directing EMC to proceed with the proposed scope of services our client accepts the terms and conditions that are set forth in this proposal, whether or not an executed copy of the Proposal Acceptance Sheet is returned to EMC.

FEES

Our fee for the survey/testing work will be \$1,435 plus \$15 for each sample analyzed for asbestos by PLM and \$85 for each sample analyzed for asbestos by TEM. Based on my pre-proposal observations I anticipate analyzing about fifty samples by PLM and maybe one or two by TEM. I therefore suggest budgeting \$2,500 for the services I have proposed.

Our normal practice is to issue an invoice when our work is completed. Unless you specify otherwise, we will send one copy of each invoice.

AUTHORIZATION

I hope this proposal meets with your approval. In order that we may complete our contract, please sign and return a copy of the attached proposal acceptance sheet. This will give me formal authorization to perform the work along with proper invoicing instructions. Any special instructions should be noted on the acceptance sheet. Please note that the terms and conditions attached to this proposal are an integral part of our contract.

Thank you for the opportunity to provide this proposal. Please do not hesitate to contact me if you have any questions or comments about it.

Sincerely,
Environmental-Materials Consultants, Inc.


W. Haynes Kelley, Jr., P.E.
President

Enclosure

PROPOSAL ACCEPTANCE SHEET

Proposed Services: Asbestos Survey and Lead Paint Testing

Project Name: 350 Adams Avenue

Project Location: Montgomery, Alabama

Proposal No. and Date: MA-16-108 February 9, 2016

CLIENT:

Name: The Montgomery County Commission

Address: P. O. Box 1667

Montgomery, AL 36102-1667

Attention: Ms. Florence M. Cauthen, Deputy Administrator

SPECIAL INSTRUCTIONS: _____

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the terms on this page and the reverse hereof are:

Accepted this _____ day of _____ 20_____

Print or type individual, firm or corporate body name

Signature of authorized representative

Print or type name of authorized representative and title

TERMS AND CONDITIONS

or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment. In connection with hazardous waste, CLIENT agrees to the maximum extent permitted by law to defend, hold harmless and indemnify EMC from and against any and all claims and liability resulting from:

- (a) CLIENT's violation of any Federal, State or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;
- (b) CLIENT's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site;
- (c) Changed conditions or hazardous substances or constituents introduced at the site by CLIENT or third persons before or after the completion of services herein;
- (d) Allegations that EMC is a handler, generator, operator, transporter or other transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended, or any other similar Federal, State or local regulation or law.

UNANTICIPATED CONDITIONS OR HAZARDOUS MATERIALS. Unanticipated conditions or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. EMC and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. EMC and CLIENT also agree that the discovery of unanticipated hazardous materials will make it necessary for EMC to take immediate measures to protect human health and safety, and/or the environment. EMC agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT encourages EMC to take any and all measures that in EMC's professional opinion are justified to preserve and protect the health and safety of EMC's personnel and the public, and/or the environment. CLIENT agrees to compensate EMC for the additional cost of such work. In addition, CLIENT waives any claim against EMC, and agrees to indemnify, defend and hold EMC harmless from any claim of liability for injury or loss arising from EMC's reentering of unanticipated hazardous materials or suspected hazardous materials. CLIENT also agrees to compensate EMC for any time spent and expenses incurred by EMC in defense of any such claim, with such compensation to be based upon EMC's prevailing fee schedule and expense reimbursement policy.

HIGHLY ENTRY. CLIENT shall provide for EMC's right to enter from time to time property owned by CLIENT (and/or others) in order for EMC to fulfill the scope of services included hereunder. CLIENT understands that use of exploration equipment may cause some damage; the correction of which is not part of this AGREEMENT. CLIENT also understands that the discovery of certain conditions and/or taking preventive measures relative to these conditions may result in reduction of the property's value. Accordingly, CLIENT waives any claim against EMC, and agrees to defend, indemnify and hold EMC harmless from any claim of liability for injury or loss allegedly arising from procedures associated with EMC's activities or discovery of hazardous materials or suspected hazardous materials. In addition, CLIENT agrees to compensate EMC for any time spent or expenses incurred by EMC in defense of any such claim, with compensation to be based upon EMC's prevailing fee schedule and expense reimbursement policy.

DAMAGE AT SITE. EMC will not be liable for any property damage or bodily injury arising from damage to or interference with surface or subterranean structures (including, without limitation, pipes, tanks, telephone cables, etc.) which are not called to EMC's attention in writing and correctly shown on the plans furnished by CLIENT in connection with work performed under this AGREEMENT. CLIENT recognizes that the use of exploration and test equipment may unavoidably affect, alter or damage the terrain and effect subsurface, vegetation, buildings, structures and equipment in, at or upon the site. CLIENT accepts the fact that this is inherent to EMC's work and will not hold EMC liable or responsible for any such effect, alteration or damage.

SAMPLING AND TESTING LOCATIONS. The fees included in EMC's Proposal do not include costs associated with surveying of the site and/or facility to determine accurate horizontal and vertical location of tests. If surveying is required, cost of surveying will be paid by CLIENT. Field tests or boring locations described in report or shown on sketches are based on specific information furnished by others or estimates made in the field by personnel. Such dimensions, depths or elevations are approximations.

DISPOSAL OF SAMPLES. Samples obtained from the PROJECT site are the property of CLIENT. EMC shall preserve such samples for no longer than forty-five calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from EMC's custody and transporting them to a disposal site. CLIENT is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which EMC is exposed, CLIENT agrees to waive any claim against EMC, and to defend, indemnify and hold EMC harmless from any claim of liability for injury or loss arising from EMC's containing, labeling, transporting, testing, storing or other handling of contaminated samples. CLIENT also agrees to compensate EMC for any time spent and expenses incurred by EMC in defense of any such claim.

SCOPE OF SERVICES. Environmental Materials Consultants, Inc. as an independent consultant/CONTRACTOR, and hereafter referred to as EMC, agrees to provide CLIENT for CLIENT's sole benefit and exclusive use the services set forth in EMC's proposal.

STANDARD OF CARE. Services performed by EMC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

BILLING AND PAYMENT. CLIENT recognizes that timely payment of EMC's invoices is a material part of the consideration of this AGREEMENT. CLIENT shall pay EMC for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by EMC from time to time, but no more frequently than every two weeks, and shall be due and payable within fifteen calendar days of invoice date. If CLIENT objects to all or any portion of an invoice, CLIENT shall so notify EMC within fourteen calendar days of the invoice date, identify the cause of disagreement and pay, when due, that portion of the invoice, if any, not in dispute. CLIENT shall pay an additional charge of one-and-one-half percent for the maximum percentage allowed by law, whichever is lower of the invoiced amount per month plus collection costs, including reasonable attorney's fees, for any payment received by EMC more than thirty calendar days from the date of the invoice, excepting any portion of the invoiced amount to dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-off by CLIENT. Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute a willingness on EMC's part to finance CLIENT's operations and loss which agrees should be reduced. If CLIENT fails to pay undisputed invoiced amounts within thirty calendar days of the date of the invoice, EMC may at any time, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENT, stop or suspend services under this AGREEMENT. If a project is terminated in whole or in part, then EMC shall be paid for services rendered prior to receiving or issuing written notice of such termination in addition to EMC's reasonable expenses and any slowdown costs incurred. Slowdown costs may, at EMC's sole discretion, include completion of analysis and records necessary to document EMC's file and protect EMC's professional reputation. EMC may require any time during the pendency of this AGREEMENT, and at its sole discretion, that CLIENT post a letter of credit issued by a federally insured financial institution in an amount sufficient to assure full payment hereunder.

TERMINATION. CLIENT or EMC may terminate this AGREEMENT by notifying the other party. Termination will become effective thirty calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause thereof, CLIENT shall within thirty calendar days of termination reimburse EMC for services rendered and costs incurred. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as decontamination, decontamination and/or disposal of equipment or samples.

DOCUMENTS. CLIENT will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by EMC for proper performance of EMC's services. EMC may rely upon CLIENT-provided documents in performing the services required under this AGREEMENT; however, EMC assumes no responsibility of liability for their accuracy. CLIENT-provided documents will remain property of CLIENT. All documents, including but not limited to, drawings, specifications, reports, testing logs, field notes, laboratory test data, calculations and estimates, prepared by EMC as instruments of service pursuant to this AGREEMENT, shall be EMC's sole property. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designers, if not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstances shall any documents produced by EMC pursuant to this AGREEMENT be used at any location or for any project not expressly provided for in this AGREEMENT without EMC's prior written permission. If CLIENT uses all or any portion of EMC's work on another project without EMC's permission, CLIENT shall to the maximum extent permitted by law save EMC harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document EMC delivers to CLIENT shall be reproduced or distributed, whether for advertising or any other purpose, without EMC's prior written consent. Any such reproduction or distribution shall be at CLIENT's sole risk and without liability of legal exposure to EMC.

HAZARDOUS SUBSTANCES AND CONSTITUENTS. CLIENT agrees to advise EMC upon execution of this AGREEMENT of any hazardous substances or any conditions existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. CLIENT agrees to provide continuing information as it becomes available to the attention of CLIENT in the future. By virtue of entering into this AGREEMENT or of providing services hereunder, EMC does not assume control of, or responsibility for, the site or the person in charge of the site, or undertake responsibility for reporting to any Federal, State or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. CLIENT agrees to notify the appropriate Federal, State or local public agencies as required by law,

with such compensation to be based upon EMC's prevailing fee schedule and expense reimbursement policy.

FIELD PERFORMANCE. The presence of EMC's field personnel either full- or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, EMC's work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of EMC field representative nor the observation and testing by EMC shall excuse contractor in any way for defects discovered in contractor's work. It is agreed that EMC will not be responsible for the job or site safety on the project and that EMC does not have the right to stop the work of the contractor.

CONFLICTS OF INTEREST. EMC provides environmental services to owners, contractors, and other parties, and we have been doing so for over twenty-five years. We therefore have business relationships with many contractors, and with many owners, and it is not uncommon on any projects for EMC to have current and/or former business relations with the owner, the contractor, and/or another related party. We are very aware of the potential for conflicts of interest, and we attempt to avoid them while still serving all of our clients. In that regard, we want our clients to be aware of the potential for relationships EMC may have with other parties that are involved in the client's project, and we welcome specific inquiries from our clients about those potential relationships.

PUBLIC LIABILITY. EMC maintains workers' compensation and employer's liability insurance for EMC's employees as required by State laws. In addition, EMC maintains comprehensive general liability with limits of \$1,000,000 and auto liability insurance with limits of \$1,000,000. A Certificate of Insurance can be supplied evidencing such coverage. EMC will not be liable or responsible for any loss, damage or liability beyond the amounts, limits, coverage or conditions of such insurance specified above. In the event any third party brings suit or claim for damages against EMC, alleging exposure to or damage from material, elements or constituents at or from CLIENT's facility before, during or after the services of this AGREEMENT, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulting in cost for remedial action, unavailability of the property or other property damage, then, CLIENT agrees to defend EMC in any such suit or claim and pay, on EMC's behalf, any judgment resulting against EMC, including any interest thereon. Further, CLIENT, with EMC's consent, will select, hire and pay an attorney to defend any such suit or claim; will pay (out costs for which EMC may be liable in any such suit and will bear and pay litigation expenses CLIENT incurs in providing a reasonable and professional defense which will be provided by CLIENT according to prevailing local standards. CLIENT will have the right to investigate, negotiate and settle, with EMC's concurrence, any such suit or claim, and EMC will cooperate in the defense of any such suit or claim.

PROFESSIONAL LIABILITY. CLIENT agrees to limit EMC's liability to CLIENT or any third party arising from negligent professional acts, errors or omissions, such that our total aggregate liability shall not exceed \$50,000 or EMC's total fee, whichever is greater.

CLAIMS. In the event CLIENT makes any claim against EMC at law or otherwise, for any alleged error, omission or negligent act arising out of the performance by EMC of services pursuant to this AGREEMENT, which cannot be mutually resolved without resort to litigation, and CLIENT fails to prove such claim, then, CLIENT shall pay all costs incurred by EMC in defending itself against claim, including without limitation, EMC's personnel-related costs, attorney fees, court costs and other claim-related expenses, including without limitation, costs, fees and expenses of experts. CLIENT agrees that for purposes of this AGREEMENT it has failed to prove its claim when any judgment obtained by it is for a sum of money less than the maximum sum offered in writing by EMC to resolve the matter prior to commencement of trial.

SEVERABILITY. Any element of this AGREEMENT held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

SURVIVAL. All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between CLIENT and EMC shall survive the completion of the services hereunder and their termination of this AGREEMENT.

INTEGRATION. This AGREEMENT comprises a final and complete repository of understandings between CLIENT and EMC. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this AGREEMENT. CLIENT and EMC agree that modifications to this AGREEMENT shall not be binding unless made in writing and signed by an authorized representative of each party.

GOVERNING LAW. The law of the State of Alabama governs the validity of this AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

5-6

Montgomery County Commission Minority and Women-Owned Business Initiative

Policy Statement

The Montgomery County Commission (MCC) is committed to:

- increase participation by Minority and Women-Owned Businesses (M/WBs) in the procurement process in Montgomery County;
- ensure equal opportunity for M/WBs to participate in the procurement process;
- prohibit discrimination on the basis of race, color, religion, national origin, sex, age, disability, or veteran status in the procurement process; and
- achieve 30% participation by M/WBs in the bidding process in Montgomery County.

Policy Implementation

The Montgomery County Commission will engage a M/WB Liaison to assist Montgomery County's Purchasing Department in developing and executing a plan to implement the M/WB policy in compliance with Montgomery County purchasing procedures. The plan will include, but not be limited to, steps to accomplish the following:

- disseminate information on available business opportunities to ensure M/WBs are provided an equal opportunity to participate in the procurement process;
- maintain and update a directory of M/WBs;
- make prospective contractors and vendors aware of the MCC's M/WB policy;
- attend pre-bid /pre-proposal conference(s) to explain M/WB objectives and to respond to questions;
- review requests for bids/proposals prior to formal advertising or solicitation to make sure that proper instructions are included regarding the MCC's M/WB objectives; and
- maintain accurate and up-to-date records demonstrating M/WB efforts and accomplishments.

The plan will also establish procedures to ensure equal opportunity to compete in MCC's procurement process, such as:

- arrange solicitations, time for submission of bids/proposals, quantities, specifications, and deliveries to better facilitate the participation of M/WBs;
- implement informational programs on opportunities and procedures.
- provide information on avenues of access on items such as the inability to obtain insurance, bonding, financing, and technical assistance.
- include the MCC's M/WB policy and objectives in requests for bids and proposals.
- provide information and communication on contracting procedures, specifications and RFPs to M/WBs in a timely manner.

Recognition of M/WBs

To ensure that the MCC's M/WB policy benefits businesses which are owned and controlled in both form and substance by minority individuals or women, the MCC shall recognize M/WB certification by the Alabama Department of Economic and Community Affairs (ADECA) or Federal 8-A certification.

ADECA eligibility requirements for certification by ADECA include but are not limited to the following:

1. A business must be at least 51 percent minority/woman-owned, controlled and operated on a daily basis
2. Must have been in operation for at least one year prior to applying for minority business certification status
3. Must have a legal presence (license) to operate in Alabama
4. Majority owner(s) must be a legal resident of the United States by birth or naturalization
5. Must be **socially disadvantaged** (defined as those individuals who have been subjected to racial or ethnic prejudice, sexual or cultural bias because of their identity as a member of a group without regard to their individual qualities)
6. Must be **economically disadvantaged** (defined as those individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities)
7. Must be a member(s) of an officially designated **socially disadvantaged group** such as African-American, Native American or Alaskan Native, Hispanic-American, Women, Asian-Pacific American, and Asian-Indian America.

Nothing in this policy and its implementation is to be construed to require MCC to award a bid and/or contract to any bidder other than the lowest responsible bidder or to require contractors to award subcontracts to or make purchases from M/WBs who do not submit the lowest responsible sub-bid.

MAR - 7 2016
BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Board of Registrars	REVIEWED:	S. Thomas	2/9/2016
			Finance Director	Date
REQUESTED BY:	George M. Noblin	APPROVED:		
Elected Official/Dept. Head	Date	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Postage	001-51920-252	23,401	1,500	24,901
Office Supplies	001-51920-211	3,000	(1,500)	1,500
TOTAL		26,401	0	26,401

JUSTIFICATION:

Additional need for postage, due to dramatic increase in on-line registration, following expense of mass mailing of Voter ID Cards

MAR - 7 2016
BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT:	Board of Registrars	REVIEWED:	S. Thomas	2/10/2016
			Finance Director	Date
REQUESTED BY:	George M. Noblin	APPROVED:		
Elected Official/Dept. Head	Date	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Extra Help	001-51920-115	3,000	1,000	4,000
Overtime	001-51920-113	6,314	(1,000)	5,314
TOTAL		8,147	0	8,147

JUSTIFICATION:

Additional funds for extra help needed to handle workload for March 1, 2016 election.

MAR - 7 2016
BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT:	JUDGE OF PROBATE	REVIEWED: S. Thomas	2/2/2016
	ELECTIONS	Finance Director	Date
REQUESTED BY:	JUDGE STEVEN L. REED	APPROVED:	
Elected Official/Dept. Head	Date	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Other Misc. Supplies	001-51911-219	118,000	(35,000)	83,000
Advertising	001-51911-253	17,200	35,000	52,200
TOTAL		135,200	0	135,200

JUSTIFICATION:

To more accurately reflect the cost of public notices required by Alabama law during a federal election cycle.

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT:	Youth Facility	REVIEWED:	S. Thomas	2/3/2016
DATE:	2/3/2016		Finance Director	Date
REQUESTED BY:	Bruce R. Howell	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Motor Vehicles	001-52602-551	27,500	(7,000)	20,500
Misc. Supplies	001-52602-219	15,000	7,000	22,000
TOTAL			0	

JUSTIFICATION:

To cover the cost of new bedding in detention.

MAR - 7 2016
BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 33

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	3/1/2016
DATE:	3/1/2016		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
YMCA of Montgomery	001-58400.498	0	1,500	1,500
Donation Revenue	001-40000.47701	(301,300)	(1,500)	(302,800)
TOTAL		(301,300)	0	(301,300)

JUSTIFICATION:

To budget funding to the YMCA of Montgomery for Britton YMCA Youth Government Day.

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. _____ dept request
2. _____ admin review
3. _____ pers dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number 015

Proposed Effective Date February 16, 2016

Type of Appointment (☒) Permanent () Temporary

Recruiting

- () Promotional Register () Transfer
(☒) Open Competitive Register () Reemployment

Pay Grade PCT - Corrections Officer Trainee - \$30,096

PC1 - Corrections Officer - \$31,344 - \$46,832

Derrick Cunningham
Department Head MDR

Date February 1, 2016

2. Administrative Review

- () Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee:

Appointing Authority Date _____

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

- | | |
|----------|----------------|
| 1. _____ | dept request |
| 2. _____ | admin review |
| 3. _____ | pers dept |
| 4. _____ | cert to admin |
| 5. _____ | dept selection |
| 6. _____ | final review |

1. Position Title Stores Clerk I

Position Number 196

Proposed Effective Date February 15, 2016

Type of Appointment (☒) Permanent () Temporary

Recruiting

- | | |
|---|------------------|
| () Promotional Register | () Transfer |
| (☒) Open Competitive Register | () Reemployment |

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

Derrick Cunningham
Department Head *mecc*

Date February 2, 2016

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date _____

4. Selectee: _____

Appointing Authority

Date _____

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

ORIGINAL

DISTRICT ATTORNEY
POSITION FILL REQUEST

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Rhonda B. Cape

POSITION TITLE: Senior Administrative Assistant

POSITION NO: 400019013

PROPOSED EFFECTIVE DATE: March 14, 2016

TYPE OF APPOINTMENT: (X) PERMANENT () TEMPORARY

RECRUITING:

(X) OPEN

() TRANSFER

() PROMOTION

(X) PROMOTION/TRANSFER

PAY GRADE: A06-01 – A06-15

SALARY RANGE: \$36,284 - \$54,214

Pay step to be based upon the following rules:

(x) Promotions – If the rate in the previous position was less than the minimum rate established for the class of the new position, the rate of the pay shall be advanced to the minimum of the class of the new position. If the difference in pay ranges does not automatically result in an increase in the equivalent of a one-step increase in the rate of pay for an employee promoted, a one-step immediate increase within the pay range of the new classification may be given by the appointing authority.

*Merit dates do not change.

(x) Transfers – If the rate of pay in the previous position falls within the pay range established for the class of the new position and does not correspond to a step in the salary plan, it shall be adjusted to the next higher step, but otherwise this rate of pay may remain unchanged on the recommendation of the administrative officer in accordance with this rule.

1 ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding

3 SELECTEE:

Date:

Appointing Authority Signature – District Attorney Office

4 () Manpower data entered by:

Date:

() Payroll entered by:

Date:

revised 12/31/08

ORIGINAL

DISTRICT ATTORNEY
POSITION FILL REQUEST

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Michael J. Thomas

POSITION TITLE: WCU Case Manager I

POSITION NO: 438045004

PROPOSED EFFECTIVE DATE: March 14, 2016

TYPE OF APPOINTMENT: (X) PERMANENT () TEMPORARY

RECRUITING:

(X) OPEN

() TRANSFER

() PROMOTION

(X) PROMOTION/TRANSFER

PAY GRADE: A03-01 – A03-15

SALARY RANGE: \$25,630 - \$38,294

Pay step to be based upon the following rules:

(x) Promotions – If the rate in the previous position was less than the minimum rate established for the class of the new position, the rate of the pay shall be advanced to the minimum of the class of the new position. If the difference in pay ranges does not automatically result in an increase in the equivalent of a one-step increase in the rate of pay for an employee promoted, a one-step immediate increase within the pay range of the new classification may be given by the appointing authority.

*Merit dates do not change.

(x) Transfers – If the rate of pay in the previous position falls within the pay range established for the class of the new position and does not correspond to a step in the salary plan, it shall be adjusted to the next higher step, but otherwise this rate of pay may remain unchanged on the recommendation of the administrative officer in accordance with this rule.

1 ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding

3 SELECTEE: _____

Date: _____

Appointing Authority Signature – District Attorney Office

4 () Manpower data entered by: _____

Date: _____

() Payroll entered by: _____

Date: _____

revised 12/31/08

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 21

AGENDA

MAR - 7 2016

Date: March 3, 2016
To: Donald L. Mims, Administrator
From: Florence M. Cauthen
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: March 16, 2016 Return Date: March 17, 2016
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: CGEI Personnel Administration

Traveler (s) Name: 1. Florence M. Cauthen 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: County Commission Fund Name: General

Additional Comments: Registration - \$175.00

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

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$175.00 and advance registration of \$175.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$19,003.60</u>	
Budget Available:	<u>\$3,496.40</u>	
Current Requests:	<u>\$175.00</u>	
Budget Balance:	<u>\$3,321.40</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/3/2016

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 22

AGENDA

MAR - 7 2016

Date: March 3, 2016
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Savannah, GA
Departure Date: March 30, 2016 Return Date: April 2, 2016
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: ICMA (International City/County Management Association)
Southeast Regional Summit

Traveler (s) Name: 1. Donald Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: County Commission Fund Name: General

Additional Comments: ****All expenses will be reimbursed by Alabama City/County Management
Association (ACCMA)**** As incoming President of ACCMA it would be
good for me to attend this meeting.

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

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$19,003.60</u>	
Budget Available:	<u>\$3,496.40</u>	
Current Requests:	<u>\$175.00</u>	
Budget Balance:	<u>\$3,321.40</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/3/2016

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

AGENDA

MAR - 7 2016

Date: February 29, 2016
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Dothan, AL
Departure Date: March 10, 2016 Return Date: March 10, 2016
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: AATA Distrcit IV Meeting

Traveler (s) Name: 1. Ann Brantley 4. _____
2. Shuntal Williams 5. _____
3. Jacinta Herbert - Lard 6. _____

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

Total (est.) Cost: \$176.64 Advance Registration Required: \$60.00

Department Name: Revenue Commission Fund Name: General Fund

Additional Comments: _____

To: Janet Buskey, Revenue Comm.

From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$176.64 and advance registration of \$60.00 is authorized.

To be completed by the Finance Department

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>\$3,827.20</u>	
Budget Available:	<u>\$572.80</u>	
Current Requests:	<u>\$176.64</u>	
Budget Balance:	<u>\$396.16</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/1/2016

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

AGENDA

MAR - 7 2016

Date: February 29, 2016
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL (Marriott Legends Hotel and Conference Center at Capitol Hill)

Departure Date: April 6, 2016 Return Date: April 6, 2016

Conference Leave (Days / Hours): 1/2 Day

Purpose of Travel: Presenter/Speaker at CROAA: Overview of County Revenue Course in
Prattville, AL on Wednesday Afternoon 4/6/2016.

Traveler (s) Name: 1. Terri Henderson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$17.28 Advance Registration Required: \$0.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Mileage \$17.28
CROAA Course Sponsored By ACCA

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$17.28 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51800.265 (ex: 000-00000-000)
Description: Registration & Training
Current Budget: \$10,000.00
Approved Requests: \$1,646.41
Budget Available: \$8,353.59
Current Requests: \$17.28
Budget Balance: \$8,336.31

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/1/2016

cc: Finance Director / Buyer

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

fm

AGENDA

MAR - 7 2016

Date: February 29, 2016
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Alabama

Departure Date: May 2, 2016 Return Date: May 5, 2016

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: Attend ALTIST Certified Revenue Examiner Program Course: Multistate Tax
Commission ("MTC") Statistical Sampling Course For Auditing Sales & Use Tax.
Attendee Will Earn 32 Hrs. Toward Her 40 Hr. CRE Requirement for 2016.

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

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

Total (est.) Cost: \$1,434.64 Advance Registration Required: \$895.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fees of \$895.00 will need to be paid in advance to Auburn University
Center for Governmental Services. Other Estimated Expenses: Meals \$140.
Lodging \$310. Mileage \$89.64.

To: Terri Henderson, Revenue Manager
From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$1,434.64 and advance registration of \$895.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,000.00</u>	
Approved Requests:	<u>\$1,646.41</u>	
Budget Available:	<u>\$8,353.59</u>	
Current Requests:	<u>\$1,451.92</u>	
Budget Balance:	<u>\$6,901.67</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/1/2016

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 21

AGENDA

MAR - 7 2016

Date: March 1, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Washington DC

Departure Date: March 13, 2016 Return Date: March 18, 2016

Conference Leave (Days / Hours): 6 Days

Purpose of Travel: attend federal grant training sponsored by the US Department of Education

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

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

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

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

Additional Comments: All expenses covered by the grant training agency.

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$9,567.00</u>	
Budget Available:	<u>\$15,433.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$15,433.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/2/2016

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

AGENDA

MAR - 7 2016

Date: February 23, 2016
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Al. Homewood suites
Departure Date: April 27, 2016 Return Date: April 27, 2016
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: Attend one day workshop on "Front desk Safety & security"

Traveler (s) Name: 1. Carolyn Dettmar 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

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

Additional Comments: _____

To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$149.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52603.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$11,000.00</u>	
Approved Requests:	<u>\$1,663.00</u>	
Budget Available:	<u>\$9,337.00</u>	
Current Requests:	<u>\$149.00</u>	
Budget Balance:	<u>\$9,188.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/24/2016

cc: Finance Director / Buyer

Revised October 12, 2005

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

AGENDA

MAR - 7 2016

Date: February 23, 2016
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: University of Montevallo
Departure Date: May 11, 2016 Return Date: May 11, 2016
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: To attend Alabama Adolescent and Young Adult Conference

Traveler (s) Name: 1. Ray Williams 4. Tyrone Anderson
2. Alex Thomas 5. _____
3. Rachel Wert 6. _____

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

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

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

Additional Comments: _____

To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$180.00 and advance registration of \$180.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52603.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$11,000.00</u>
Approved Requests:	<u>\$1,663.00</u>
Budget Available:	<u>\$9,337.00</u>
Current Requests:	<u>\$329.00</u>
Budget Balance:	<u>\$9,008.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/24/2016

cc: Finance Director / Buyer

Revised October 12, 2005

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

AGENDA

MAR - 7 2016

Date: February 26, 2016
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: AUM Montgomery, Ala.
Departure Date: March 8, 2016 Return Date: March 8, 2016
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: _____

Attend Human trafficking and Sex trafficking of minors

Traveler (s) Name: 1. Patricia Boyd, Vida Wilson 4. Patricia White
2. Veriesa Manora 5. Sammy Jones, Annie Smith
3. Kenneth Arnold, Brian Recher 6. Timothy Weathersby

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

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

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

Additional Comments: Free local training

To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52603.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$11,000.00</u>	
Approved Requests:	<u>\$1,663.00</u>	
Budget Available:	<u>\$9,337.00</u>	
Current Requests:	<u>\$329.00</u>	
Budget Balance:	<u>\$9,008.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/26/2016

cc: Finance Director / Buyer

Revised October 12, 2005

14-9

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

AGENDA

MAR - 7 2016

Date: February 26, 2016
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, Ala.
Departure Date: March 24, 2016 Return Date: March 24, 2016
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: Investigation and Human Resources training

Annie Smith

Traveler (s) Name: 1. Belinda Adams, Valeria Watts 4. Victor Black, Tony Hawthorne
2. Charlie Jones, Ronald Sellers 5. Patricia Boyd, Verlesa Manora
3. LaToyia Delbridge, Annie Smith 6. Cassandra Morgan

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

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

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

Additional Comments: Free Training offered by the Mobile Detention Facility for our Detention Staff

To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52603.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$11,000.00</u>	
Approved Requests:	<u>\$1,663.00</u>	
Budget Available:	<u>\$9,337.00</u>	
Current Requests:	<u>\$329.00</u>	
Budget Balance:	<u>\$9,008.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/26/2016

cc: Finance Director / Buyer

Revised October 12, 2005

1410

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

AGENDA

MAR - 7 2016

Date: February 26, 2016
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, Ala.

Departure Date: March 23, 2016 Return Date: March 23, 2016

Conference Leave (Days / Hours): 8 hours

Purpose of Travel: Investigation and Human Resources training

Joseph White, Armous Brown, Ricky Cotton, Clothhedia Felder, Verlesa Manora

Traveler (s) Name: 1. Vincent Calhoun, Elijah Hood 4. Earnest Davidson
2. Annie Smith, Patricia Boyd 5. Shawanda Henderson
3. Deldreck McCall 6. Annie Hamilton

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

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

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

Additional Comments: Free Training offered by the Mobile Detention Facility for our Detention Staff

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52603.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$11,000.00</u>	
Approved Requests:	<u>\$1,663.00</u>	
Budget Available:	<u>\$9,337.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$9,337.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/26/2016

cc: Finance Director / Buyer

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

AGENDA

MAR - 7 2016

Date: February 18, 2016
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Alabama
Departure Date: March 15, 2016 Return Date: March 15, 2016
Conference Leave (Days / Hours): 1 day/10 hours
Purpose of Travel: Pesticide Applicator Exam

Traveler (s) Name: 1. Kory Petty 4. _____
2. Daniel Owens 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$150.00 Advance Registration Required: \$150.00

Department Name: Engineering Dept/Mosquito Control Fund Name: 001-55600.265

Additional Comments: Fee for exam \$75.00 each for a total of \$150.00

To: George C. Speake, County Engineer
From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$150.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-55600.265 (ex: 000-00000-000)
Description: Registration & Training
Current Budget: \$1,500.00
Approved Requests: \$1,200.00
Budget Available: \$300.00
Current Requests: \$150.00
Budget Balance: \$150.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/18/2016

cc: Finance Director / Buyer

Revised October 12, 2005

1412

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

AGENDA

MAR - 7 2016

Date: March 3, 2016
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Management
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Atlanta, GA
Departure Date: June 26, 2016 Return Date: June 28, 2016
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend ASSE Meeting

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

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

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

Department Name: Risk Management Fund Name: Liability

Additional Comments: ****All expenses will be reimbursed by PRIMA****

To: Scott Kramer, Risk Manager
From: Donald L. Mims, Administrator
The above request is app. 3/7/16 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>007-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$3,923.48</u>
Budget Available:	<u>\$11,076.52</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$11,076.52</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/3/2016

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

AGENDA

MAR - 7 2016

Date: March 3, 2016
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Management
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: San Antonio, TX
Departure Date: April 13, 2016 Return Date: April 16, 2016
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend States' Spring 2016 Joint Boards & Committees Meeting

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

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

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

Department Name: Risk Management Fund Name: Liability

Additional Comments: ****All expenses will be reimbursed by the States****

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

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$3,923.48</u>	
Budget Available:	<u>\$11,076.52</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$11,076.52</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/3/2016

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

AGENDA

MAR - 7 2016

Date: February 23, 2016
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Renaissance Hotel and Spa, Montgomery, Alabama
Departure Date: March 24, 2016 Return Date: March 24, 2016
Conference Leave (Days / Hours): 1 day/8 hours
Purpose of Travel: Attend seminar on Erosion Control, Sediment Control and Stormwater
Management on Construction Sites.

Traveler (s) Name: 1. George C. Speake 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$150.00 Advance Registration Required: \$150.00

Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265

Additional Comments: _____

To: George C. Speake, County Engineer
From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$150.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$7,000.00</u>
Approved Requests:	<u>\$840.00</u>
Budget Available:	<u>\$6,160.00</u>
Current Requests:	<u>\$150.00</u>
Budget Balance:	<u>\$6,010.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/23/2016

cc: Finance Director / Buyer

Revised October 12, 2005

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

AGENDA

MAR - 7 2016

Date: February 19, 2016
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: May 9, 2016 Return Date: May 9, 2016

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: to attend Fred Pryor Seminar: How to Write Clear and Concise Policies and Procedures

Traveler (s) Name: 1. Carmen Douglas 4. _____
2. Cami Hacker 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$398.00 Advance Registration Required: \$398.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration Fee: \$199.00/person

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

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$398.00 and advance registration of \$398.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>123-51961-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$2,580.97</u>	
Budget Available:	<u>\$17,419.03</u>	
Current Requests:	<u>\$398.00</u>	
Budget Balance:	<u>\$17,021.03</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/22/2016
cc: Finance Director / Buyer

Revised October 12, 2005

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

AGENDA

MAR - 7 2016

Date: March 2, 2016
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: April 28, 2016 Return Date: April 28, 2016
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend AUM Administrative Professionals Conference 2016: The Game of LIFE

Traveler (s) Name: 1. Laura Hughley 4. Renee Wood
2. Nina Nolan 5.
3. Jessalyn Peck 6.

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

Total (est.) Cost: \$396.00 Advance Registration Required: \$396.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration Fee: \$99.00/person

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

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$396.00 and advance registration of \$396.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>123-51961-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$20,000.00</u>
Approved Requests:	<u>\$2,580.97</u>
Budget Available:	<u>\$17,419.03</u>
Current Requests:	<u>\$794.00</u>
Budget Balance:	<u>\$16,625.03</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/2/2016

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

AGENDA

MAR - 7 2016

Date: February 26, 2016
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 75 TechnaCenter Drive, Montgomery, AL 36117
Departure Date: March 29, 2016 Return Date: March 29, 2016
Conference Leave (Days / Hours): One day
Purpose of Travel: To attend ID Theft & White Collar Crime Schemes-Montgomery

Traveler (s) Name: 1. Kimberley Long 4. Amberly Tutt-Lewis
2. Robert Pritchett 5. Demetric Shipman
3. Tony Ferguson 6. Jonathan Benton

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. 3/7/16 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>\$12,425.00</u>
Approved Requests:	<u>\$2,600.98</u>
Budget Available:	<u>\$9,824.02</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$9,824.02</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/26/2016

cc: Finance Director / Buyer

Revised October 12, 2005

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

AGENDA

MAR - 7 2016

Date: February 26, 2016
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 75 TechnaCenter Drive, Montgomery, AL 36117

Departure Date: March 31, 2016 Return Date: March 31, 2016

Conference Leave (Days / Hours): One day

Purpose of Travel: To attend Using Listening Skills to Negotiate the Interview

Traveler (s) Name: 1. Kimberley Long 4. Amberly Tutt-Lewis
2. Robert Pritchett 5. Jonathan Benton
3. Tony Ferguson 6. Demetric Shipman

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. 3/7/16 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>\$12,425.00</u>
Approved Requests:	<u>\$2,600.98</u>
Budget Available:	<u>\$9,824.02</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$9,824.02</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/26/2016

cc: Finance Director / Buyer

Revised October 12, 2005 14-19



Certified Mailing Solutions, Inc. Automated Mail Services Agreement

Page1

THIS AGREEMENT (this "Agreement") for Automated Mail Service is executed on the date below by and between Certified Mailing Solutions, Inc., 180 Chandalar Place Drive, Pelham, AL 35124 (hereinafter "CMSI") and Montgomery County Commission, 101 South Lawrence Street, Montgomery, AL 36104 (hereinafter "CLIENT").

Term. This Agreement shall begin on acceptance of this agreement and shall be for a period of One (1) year. Termination can be enforced if CMSI or CLIENT fails to comply with terms of this contract. A written notice 30 days prior to the termination date must be presented. This agreement is subject to change if agreed upon in writing by both parties.

Service. No warrantee is provided to the CLIENT for any CMSI software or CMSI Automated Mail Services. The CLIENT shall accept all responsibility for transmitting to CMSI data letter files for mail service printing and processing. Each letter file will be processed automated for error-free processing and address pre-sorting. Rates represent CMSI's total-price-per-letter (includes postage, printing, materials, forms and special service fees including entering CLIENT'S letters into the United States Postal Service mail stream). All data received after 12:00 Noon EST will be processed and will enter the U.S. Postal Service mail stream the next business day. No minimum numbers of letters are required. CMSI shall provide at no additional charge, ETC-Electronic Tracking and Confirmation™ and ERR-Electronic Return Receipt™ internet based system. These systems track and report CLIENT's mailing. CMSI's system will allow CLIENT to print USPS mailing manifest, ETC™, ERR™ and other Data and tracking activities authored by the United States Postal Service (USPS) and displayed through CMSI software. CMSI's ETC™ and ERR™ data is updated each business day from data collected by the U.S. Postal Service and will be made available within the CMSI systems. Various reports may be printed or downloaded and printed for each mailing.

Price. CMSI will process and mail all of CLIENT's mail for a per piece rate equal to the postal rate for the item plus the automated service charges that equal the total sales price as published in the CMSI Rate Card. CMSI's service includes data processing, finishing, printing, folding and entry into the USPS mail stream. In addition Client will receive use of CMSI's on-line software and a 7 year archive service for each article mailed. Cost for this 2016 service is \$6.34 per unit (\$.49 1st class postage, \$ 3.45 USPS Certified Mail Fee, \$ 1.40 USPS Signature and CMSI service charge fee of \$ 1.00). USPS prices are subject to change with 30 days advance notice, however CMSI's Client service charge agreed in this contract will not change for the term of the contract; unless agreed upon in writing by both parties.

Payment. CLIENT shall remit payment in full to CMSI for all services no later than 10:00 AM EST the same business day of transmission to CMSI of such mail to ensure same day mailing of CLIENT's Letters. Payment to CMSI shall be via Credit Card, ACH, wire transfer or any other cash equivalent. Please note under CMSI/CLIENT agreement: Checks or Certified Checks received one or more days prior to mail date are acceptable.

Use of CLIENT's Name. CLIENT hereby consents to CMSI's general publication to any third party or the general public for any and all reasons whatsoever of (a) the existence of this Agreement and (b) that CLIENT is a CLIENT of CMSI's Automated Mail Services.

180 Chandalar Place Drive • Birmingham, AL 35124
Phone: (205) 733-6741 • Fax: (205) 733-6747

15-2

Risk of Loss. CLIENT agrees that CMSI, its agents, servants, officers and affiliates shall not be liable for any loss, cost or damage arising out of any errors or practices in information or processing by the CLIENT or the United States Postal Service

Confidentiality. CLIENT shall treat as confidential and not disclose or permit to be disclosed to any third party any proprietary information of CMSI to include information concerning the software or process used by CMSI or the pricing and related marketing information with respect to the relationship between CMSI and CLIENT. CMSI shall hold as confidential and not disclose or permit to be disclosed to any third party all non public information provided by CLIENT to include customer or other mailing list information.

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 and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be in 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 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 Certified Mailing Solutions, Inc.

Entire Agreement. This instrument, with all referenced exhibits, contains the entire agreement between the parties and supersedes all other representations, proposals, understandings, correspondence and agreements, there being no representations, agreements, or understandings other than those stated herein. No course of dealing, or custom or usage of any trade that varies from or is inconsistent with the terms and conditions of this Agreement shall be binding or have any effect on the parties hereto. Any differences between this Agreement and any other agreement entered into by CMSI or CLIENT shall not be considered in any respect in interpreting or construing this Agreement.

Accepted by CLIENT: Montgomery County Commission

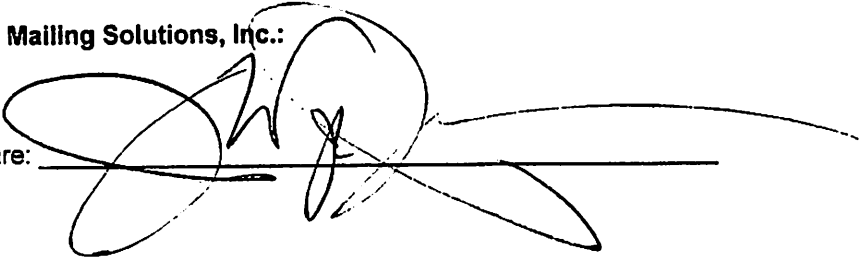
Signature: _____

Print Name: _____

Title _____

Date: _____

Accepted by Certified Mailing Solutions, Inc.:

Signature:  _____

Print Name: J. Wayne Jones

Title Chief Operating Officer / General Manager

Date: February 16, 2016

February 23, 2016

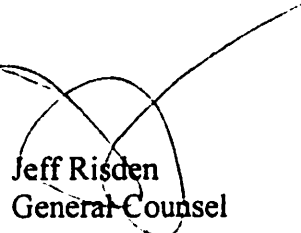
George C. Speake, P.E., P.L.S.
Montgomery County Engineer
100 S. Lawrence St., Room 294
Montgomery, AL 36102

Re: Alabama Wastewater Systems, Inc. Franchise Agreement

Mr. Speake:

Enclosed please find a signed copy of the Franchise Agreement for Alabama Wastewater Systems, Inc. We ask that this matter be placed on the agenda for consideration at the earliest possible meeting and that the rules be waived so that a vote may be taken on this Agreement at that meeting.

Kind regards,



Jeff Riden
General Counsel

Enclosures: AWSI Franchise Agreement

STATE OF ALABAMA)
MONTGOMERY COUNTY)

FRANCHISE AGREEMENT

WITNESS THIS AGREEMENT is hereby made and entered into by and between the **Montgomery County Commisison**, a body corporate and political, hereinafter referred to as "County" and **Alabama Wastewater Systems, Inc.**, hereinafter referred to as "AWSI", its subsidiaries, successors, and assigns, for and in consideration of the mutual covenants contained the receipt and sufficiency whereof being acknowledged as follows:

Section 1: The County grants to AWSI the right, privilege, authority, and franchise to acquire, construct, reconstruct, enlarge, extend, repair, maintain, and operate a sanitary sewer system suitable to collect and dispose of sewage in the unincorporated areas of Montgomery County for a period of thirty years from the effective date of this agreement.

Section 2: The County also hereby grants AWSI the right, privilege, authority, and franchise to maintain and operate within the County road right-of-ways to enlarge, extend, reconstruct, and repair any sewer mains, lateral sewers, manholes, equipment, apparatus, or other facilities necessary or appropriate for maintenance and operation of such sanitary sewer system.

Section 3: AWSI, in maintenance, repair, or extension of the sanitary sewer system, shall not unnecessarily interrupt or obstruct the use of any road, street, public highway, thoroughfare, or public property. Before commencing any maintenance, repair or construction work of any kind, AWSI shall obtain a permit from the Montgomery County Engineering Department. AWSI facilities to be placed on County right-of-way shall be installed and constructed in accordance with plans and specifications of AWSI as approved by the Montgomery County Engineering Department so as not to interfere with the maintenance of the road right-of-way. When any road, street, public highway, thoroughfare, or public property is entered upon, or facilities removed therefrom, AWSI shall restore the same to its original condition and shall clear all places of dirt, obstructions, or anything that might constitute a nuisance or might prevent such road, street, public highway, thoroughfare, or public property from being used for its normal purposes and in its normal condition. Such restoration to original condition shall be made by AWSI under the supervision and control of the Montgomery County Engineering Department.

Section 4: No right, privilege, authority, or franchise granted by this agreement shall ever be leased, assigned, or otherwise alienated without the express consent of the County.

Section 5: By acceptance of this franchise and right, AWSI agrees that it shall indemnify, protect, defend, and hold harmless the County and its officers, agents, and employees from any and all claims whatsoever, from liabilities, losses, costs, judgements, penalties, damages, and expenses arising out of its failure to perform any of the obligations of this franchise, including but not limited to, claims for injury or death to any persons, or damages to any property, as may be incurred by or asserted against the County, its officers, agents, or employees, directly or indirectly, by reason of the installation, operation, or maintenance by AWSI of said sanitary sewer system. Additionally, AWSI shall assume all liability and shall be obligated for the payment of damages which may arise,

accrue, or be suffered by any person or property from AWSI doing any of the work herein authorized or from neglect of AWSI. Furthermore, AWSI shall maintain, and by acceptance of this franchise, specifically agrees that it will provide throughout the term of this franchise, workmen's compensation insurance, by self-insurance or by a commercial policy, with regard to all damages mentioned above in the minimum amounts of:

1. General Liability Insurance – public liability including premises, products, and complete operations.
 - a. Bodily injury liability:
\$500,000 each person
\$1,000,000 each occurrence
 - b. Property damage liability:
\$1,000,000 each occurrence, or
 - c. In lieu of a. and b. above, bodily injury and property damage combined --
\$1,000,000 single limit
2. Comprehensive – Automobile Liability Insurance including owned, non-owned and hired vehicles.
 - a. Bodily injury liability:
\$500,000 each person
\$1,000,000 each occurrence
 - b. Property damage liability:
\$1,000,000 each occurrence
 - c. In lieu of a. and b. above, bodily injury and property damage combined --
\$1,000,000 single limit.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative, as of the date of _____, 2016.

ATTEST:

County Administrator

MONTGOMERY COUNTY COMMISSION

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

ALABAMA WASTEWATER SYSTEMS, INC.

By: _____
Title: _____

RESOLUTION

BE IT RESOLVED by the Montgomery County Commission, Alabama, that the County enter into an agreement with Alabama Wastewater Systems, Inc., (AWSI) for:

AWSI to acquire, construct, reconstruct, enlarge, repair, maintain, and operate a sanitary sewer system suitable to collect and dispose of sewage in the unincorporated areas of Montgomery County, Alabama; together with the right to install, maintain, repair, and replace such facilities as may be reasonably necessary or desirable within the boundary of Montgomery County road right-of-ways; provided that said AWSI shall not make any opening in any county road right of-way unless it has first received a permit to do so from the Montgomery County Engineering Department; and further, that the consent hereby granted shall be on a non-exclusive basis.

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 Administrator 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 Administrator.

Passed, adopted, and approved this _____ day of _____, 2016.

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

ATTESTED:

Donald L. Mims
County Administrator

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between **The Estate of Malcolm C. Hall, Harry Poole as personal representative/executor** (hereinafter referred to as "Seller"), and **Montgomery County Commission** (hereinafter referred to as "Buyer");

WITNESSETH:

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

+/-175.53 acres on Old Selma Highway, Montgomery, Alabama known by Tax Parcel Numbers 12-05-21-0-000-005.000 and 12-08-28-000-001.001 (shown on Exhibit "A" attached).

containing approximately +/- 175.53 acres lying and being situated in Montgomery County, Alabama, as more particularly designated on Exhibit "A" attached hereto and made a part hereof as though set forth in full herein (hereinafter referred to as "Property"), together with all appurtenances, rights of way, improvements, privileges, easements, and other rights benefitting or pertaining to the Property and all right, title and interest of the Seller in and to any land lying in the right-of-way in front or adjoining the Property to the centerline thereof. An exact legal description of the Property shall be based on the Survey to be provided by Seller pursuant to Paragraph 7 hereof.

2. **PURCHASE PRICE.** The Purchase Price of the Property (the "Purchase Price") shall be Six Hundred Eighty Thousand and No/100 Dollars (\$680,000.00). The Purchase Price shall be payable as follows:

(a) The sum of Two Thousand and No/100 Dollars (\$2,000.00), as Earnest Money (the "Earnest Money"), to be deposited with Simmons & Simmons, LLC (the "Escrow Agent"), within three (3) business days after Buyer's receipt of a fully executed copy of this Agreement.

(b) The balance of the Purchase Price, after deductions for credits and proration as herein provided, shall be paid in full at the Closing by cashier's check, wire transfer or cash. The Earnest Money shall be paid to Seller at Closing and credited against the Purchase Price.

(c) Buyer hereby authorizes the Escrow Agent to hold the Earnest Money in trust pending the fulfillment of this Agreement.

3. **INSPECTION PERIOD.** Buyer shall have a period of thirty (30) days after the Effective Date of this Agreement (the "Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the Property and the intended use and development thereof. During the Inspection Period, Buyer shall have the right to inspect the Property, to conduct land use, engineering and environmental studies and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary and other governmental land use approvals, zoning variance(s), permits and licenses with respect to the Property and the intended use and development thereof, and to otherwise conduct a feasibility review and analysis with respect to the Property and the intended use and development thereof. Notwithstanding anything contained herein to the contrary, in the event that Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the Inspection Period by delivering to Seller its notice in writing and, in such event, the Earnest Money shall be refunded to Buyer, and all rights and obligations hereunder shall cease and terminate. In the event this Agreement is NOT terminated by Buyer within the Inspection Period, it shall be deemed accepted and the parties hereto shall proceed to close this sale, as set forth herein.

The parties hereto agree and acknowledge that Buyer has been furnished access to the Property for the purpose of assessing its condition and allowing Buyer to make Buyer's own determination as to whether or not Buyer wishes to purchase the Property.

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

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

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

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

7. **SURVEY.** Seller, at Seller's expense, shall have ten (10) days from the date of Buyer's receipt of an abstract of title commencing from and extending to a date accepted by local practice or an ALTA title binder disclosing a good and merchantable fee simple title to provide Buyer with an ALTA land survey of the subject Property. Said survey shall be performed by Survey South.

In the event that Buyer does not Close this transaction, Buyer shall reimburse Seller the amount of Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) representing the cost of the aforementioned survey. Said reimbursement shall be within fourteen (14) days of Buyer's notice to Seller that Buyer intends not to close said transaction.

In the event that the Survey shows that the acreage that is different than 175.53 acres, then the Purchase Price shall be adjusted at Three Thousand Eight Hundred Seventy Three and 98/100 Dollars (\$3,873.98) per surveyed acre.

8. **ABSTRACT OF TITLE.** Seller agrees at its cost to furnish the Buyer within ten (10) days after the Effective Date of this Agreement, an up-to-date Abstract of Title of the entire Property extending back at least sixty (60) years and disclosing good and merchantable fee simple title thereon vested in Seller. Buyer shall have its attorney examine the abstract of title; provided, however, it is Buyer's requirement that the Abstract of Title disclose Seller as present owner of fee simple title to the Property without exception except for ad valorem taxes not yet due and payable, any existing mortgage(s) (from which the Property shall be released at Closing) and such other easements and exceptions as Buyer may, in its sole and absolute discretion, waive in writing (the

"Permitted Exceptions"). If the Abstract of Title discloses a defect or defects in title to any portion of the Property or discloses easements or other exceptions that Buyer is unwilling to waive, then Buyer agrees to notify Seller in writing of such matters within ten (10) days of Buyer's receipt of the Abstract and Seller, in its sole discretion may proceed to cure such matters at Seller's expense. If said matters are not cured within twenty (20) days after notice, then Buyer may grant Seller additional time to cure the defects and, further, Buyer may, at any time thereafter, at its option, in writing, waive such defect or unacceptable easements or other exceptions or cancel this Agreement. In which case of the latter event, Seller shall immediately refund to Buyer the Earnest Money paid hereunder. Seller represents that it presently owns fee simple title to the Property, except for any existing mortgage which Seller covenants to have released with respect to the Property at the time of Closing, and Seller covenants that it will not permit any change in the status of the title to the Property until this Agreement has been consummated or otherwise terminated in accordance with the terms hereof. Risk of loss prior to Closing shall be borne by Seller.

9. CLOSING. Subject to the satisfaction of all the conditions hereof or the waiver in writing thereof by Buyer, the date of Closing shall be the date that is fifteen (15) days after the end of the Inspection Period unless such date is a Saturday, Sunday or legal holiday, in which event the date shall be extended to the next business day or such earlier date as Seller and Buyer may mutually agree. The sale shall be closed in Montgomery, Alabama, at the office of Buyer's attorney. At Closing, Seller shall deliver to Buyer a General Warranty Deed conveying a good and merchantable, indefeasible fee simple title to the Property subject to covenants, restrictions reservations, easements and rights-of-way, if any, heretofore imposed of record affecting title to said Property and further subject to any municipal zoning ordinances now, or hereafter becoming applicable, matters of survey and taxes and assessments hereafter becoming due against said Property. The description used in the deed shall be one and the same and shall coincide with the legal description of the Property by virtue of the new Survey. Seller shall pay at Closing, by deducting from the Purchase Price, any and all expenses herein provided to be paid by Seller and the cost of preparing the deed. Buyer shall pay all costs, taxes and expenses for recording the deed. ~~Ad valorem taxes, rental income, and utilities, if any, shall be prorated as of the date of Closing. Any assessments, whether due or not levied against the Property shall be paid in full by Seller at Closing.~~ At Closing, Buyer shall pay the balance of the Purchase Price, subject to adjustments and credits as herein provided, and the Earnest Money shall be applied and credited to the Purchase Price. Each party shall bear its own attorney's fees. Seller shall also execute and deliver at Closing such affidavits of title, lien and possession as may be reasonably required by Buyer, a FIRPTA Affidavit, and appropriate 1099 forms. Possession shall be given to Buyer on the date of Closing, free and clear of all tenancies and parties in possession.

10. DEFAULT: REMEDIES. If Seller has complied with all of its obligations herein contained and all of Seller's representations and warranties are true and correct, and all of the conditions herein have been met to Buyer's satisfaction or waived in writing by Buyer, but Buyer fails to proceed with the purchase of said Property, then Seller shall have, as its sole and exclusive remedy, the right to declare the entire Earnest Money forfeited to Seller as liquidated damages, the parties recognizing and agreeing that the actual damages will be unascertainable and speculative. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations and warranties herein provided, then, in such event, Buyer may as its sole and exclusive remedy elect to either (a) declare this Agreement canceled and of no further force and effect and promptly receive a return of the entire Earnest Money, or (b) Buyer shall have the right of specific performance.

11. ASSIGNMENT. This Agreement may assigned by Buyer. In such event all powers, rights and privileges herein reserved and given to Buyer shall inure to the benefit of and be held by respective successor and assign of the Buyer and all liabilities or obligations imposed on the Buyer shall be binding upon the assignee hereto and its respective heirs, successors and assigns.

12. ENVIRONMENTAL CONCERNS. Notwithstanding anything contained in this Agreement to the contrary, in the event that, as a result of Buyer's investigation, "hazardous substance(s)", "hazardous waste(s)" or "hazardous material(s)", as defined under applicable federal or state law, or both, are found on the Property, then Buyer shall have the right, within the Inspection Period, to terminate this Agreement and to receive a return of the Earnest Money; it being a condition precedent to Buyer's obligation to purchase the Property that the results of Buyer's environmental studies, reveal that the Property is free from any and all "hazardous substance(s)", "hazardous waste(s)", or "hazardous material(s)", as defined under applicable federal or state law,

or both, provided such environmental studies are performed during the Inspection Period. Buyer, its agents and representatives, are hereby authorized to perform any and all studies, tests and inquiries as it may deem appropriate or necessary in furtherance of the foregoing, including entering upon the Property and performing tests and studies thereon. Seller agrees that Buyer may make inquiry of pertinent governmental and administrative bodies and agencies concerning environmental violations or citations regarding the Property. Seller hereby represents, to its actual knowledge, that the Property contains no hazardous substances, wastes, or materials. In the event Seller is notified prior to Closing by EPA, ADEM, or other similar agency with regard to the Property, Seller agrees to immediately notify Buyer regarding such notice.

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

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

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

14. **CONDEMNATION.** ~~Seller covenants and agrees that to its actual knowledge there is no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof, nor does Seller have any actual knowledge that any such action is presently contemplated.~~ Should any entity having the power of condemnation decide prior to the time of Closing to acquire any portion of or interest in the Property, Buyer, at Buyer's sole option, may elect to (a) terminate Buyer's obligation to purchase the Property by giving written notice to Seller at any time prior to the time of Closing and receive back all sums paid hereunder, or (b) complete the purchase of the Property with Seller immediately appointing Buyer its attorney in fact to negotiate with said condemning entity and assigning to Buyer all sums to be awarded.

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

Seller:

The Estate of Malcolm C. Hall,
Harry Poole as personal representative/
executor
16762 Pineapple Highway
Forest Home, Alabama 36030
C: 334.235.2130
Email: Harry@thesouthernlandbrokers.com

Buyer:

Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102

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

With Copy To (Which Does Not
Constitute Notice):

Simmons & Simmons, LLC
506 East Commerce Street
Greenville, Alabama 36037
O: 334.383.009

With Copy To (Which Does Not
Constitute Notice):

Haskell, Slaughter & Gallion, LLC
Tommy Gallion
8 Commerce Street, Suite 1200
Montgomery, Alabama 36104
O: 334.265.8573
Fax: 334.264.7945
Email: tg@hsg-law.com

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

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

17. **MISCELLANEOUS.**

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

- (i) The Property is now assessed on a "fair market value" classification rather than a "current use" classification and is not subject to so-called "roll back taxes". In the event this warranty and representation shall prove to be untrue ~~Seller shall be solely responsible for and agree to reimburse Buyer any additional ad valorem taxes in the nature of rollback or recapture taxes due under Code of Alabama 1975 Section 40-7-25.3, if such taxes are levied.~~
- (ii) That Seller owns fee simple title to the Property and has the power and authority to enter into this Agreement, and the entering into of this Agreement and the performance of Seller's obligations hereunder shall not violate the terms or conditions of any applicable law, rule or regulation pertaining to Seller or the Property.
- (iii) That unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, condemnations, environmental notices, pending public improvements, repairs, replacement, or alternations of the Property that have not been satisfactorily made.
- (iv) Seller can deliver possession of the Property to Buyer free and clear from the claims of leasehold interests or other rights of occupancy.
- (v) So long as this Agreement is in force, Seller shall not, without Buyer's consent, execute any easements or restrictions or otherwise take or permit any action which would, in Buyer's determination, constitute an exception to title.

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

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

dealt with any Broker except as set forth above. The provisions of this Paragraph shall survive the Closing.

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

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

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

SELLER:

The Estate of Malcolm C. Hall, Harry Poole
as personal representative/executor

WITNESS:

DRAFT

By: _____
Harry Poole
As: Personal representative/executor

Date: March __, 2016

BUYER:

Montgomery County Commission

WITNESS:

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

Date: March __, 2016

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

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

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

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

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

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

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

The Listing Company is: Frank Thomas and Associates, LLC

The Listing Company is: (Two Blocks May Be Checked)

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

The Selling Company is: Frank Thomas and Associates, LLC

The Selling Company is: (Two Blocks May Be Checked)

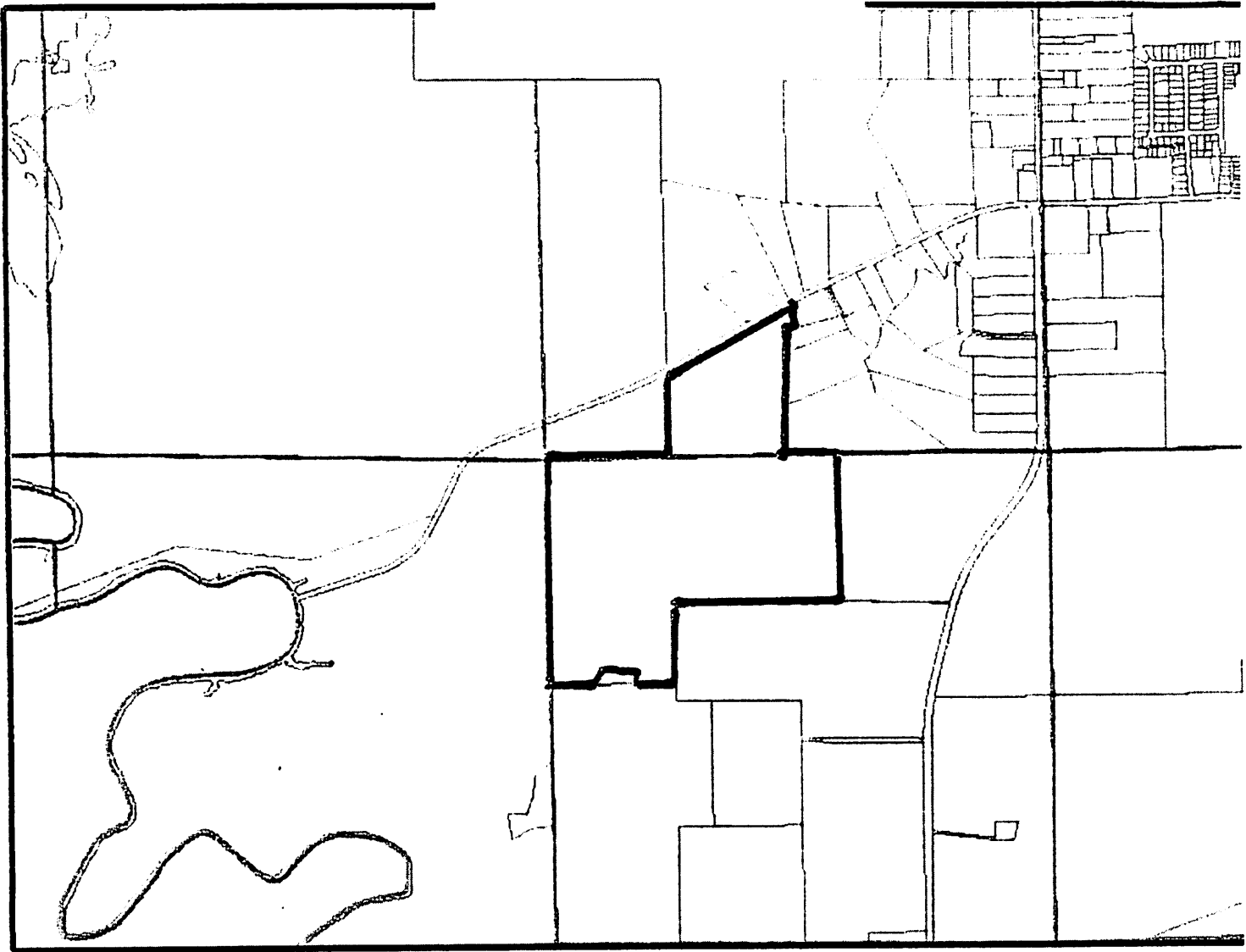
☐ An Agent of the Seller
☒ An Agent of the Buyer
☐ An Agent of both the Seller and Buyer and is action as a Limited Consensual Dual Agent
☐ Assisting the Buyer/Seller as a Transaction Broker

Seller's Initials: _____ Buyer's Initials: _____

19. FFF. Buyer has entered into a separate Agreement with Frank Thomas and Associates, LLC.

Except as set forth above, each of the parties agree to indemnify and hold the other harmless from and against any and all claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm or corporation in connection with this Agreement or the transactions contemplated hereby, insofar as any such claim is based upon any conversation, contact or contract with Seller or Buyer, respectively, relating to the proposed purchase of the Property by Buyer. Each party acknowledges to the other that it has no

EXHIBIT "A"



Tammy Nix

From: Frank Thomas <f.thomas@frankthomasllc.com>
Sent: Thursday, March 03, 2016 11:26 AM
To: Elton Dean; ttg@hsg-law.com; Donald Mims; Frank Thomas; Kim Ryals
Subject: FW: Montgomery County Commission-Hall
Attachments: 2016-5047-175Acres-CantelouRoad-MontgomeryCountyAlabama.pdf; Montgomery County Commission-Hall Purchase and Sale Agreement (Draft).pdf; Hall Property Acreage Division.pdf

Pls see the following:

Appraisal
Draft of agreement to purchase
Letter defining acreages from GMC

Based on the attached GMC letter re acreages I would attribute all of the value of the mineral deposit and 70/175 ths of the land to the engineering operation. Thus the land without the minerals is 105/175 ths of the land value or 105 acres x \$2400 per acre which is \$252,000. The other 70/175 ths is the 70 mineral acres at \$2400 which is \$168,000.

Based on the appraisal of \$260,000 for the minerals and when you add \$252,000 for the land w the minerals the total for the land w minerals and the minerals is \$512,000(land and minerals) which represents 75% of the Total at \$680,000. The non mineral land at \$168,000 (land alone) represents 25% of the Total of the \$680,000.

Thanks,
FT3

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

BUDGET FORM 5
ACENDA

MAR - 7 2016

REQUEST NUMBER 34

DEPARTMENT:	County Comm Appropriati	REVIEWED: S. Thomas	3/9/2016
DATE:	3/7/2016	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
A-KEEP	001-58100.498	0	5,000	5,000
Donation Revenue	001-59310.498	(302,800)	(5,000)	(307,800)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(302,800)	0	(302,800)

JUSTIFICATION:

To budget for an appropriation to Alabama-Korea Educational Exchange Program (A-KEEP) for the "Working in Multicultural Environments: Korean" Course.

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 35

BUDGET FORM 5
AGENDA
MAR - 7 2016

DEPARTMENT:	County Comm Appropriati	REVIEWED: S. Thomas	3/9/2016
DATE:	3/7/2016	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
Alabama State University	001-58300.458	0	3,000	3,000
Donation Revenue	001-59310.498	(307,800)	(3,000)	(310,800)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(307,800)	0	(307,800)

JUSTIFICATION:

To budget for an appropriation to Alabama State University Division of Continuing Education for the Summer Youth College Adventure Program (SkyCap).

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

REQUEST NUMBER 36

BUDGET FORM 5
AGENDA

MAR - 7 2016

DEPARTMENT:	County Comm Appropriati	REVIEWED: S. Thomas	3/9/2016
DATE:	3/7/2016	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
American Association for Children	001-56530.498	0	3,000	3,000
Donation Revenue	001-59310.498	(310,800)	(3,000)	(313,800)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(310,800)	0	(310,800)

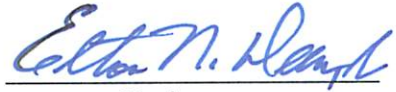
JUSTIFICATION:
To budget for an appropriation to American Association for Children, for the "Think Big Bowling Rally".

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, March 21, 2016, at 8:00 in the morning.



Administrator



Chairman