

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

MAY 16, 2016

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:10 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

PRESENTATION BY PRESIDING CIRCUIT JUDGE EUGENE REESE AND COMMUNITY CORRECTIONS EXECUTIVE DIRECTOR PAUL BROWN

Presiding Circuit Judge Eugene Reese thanked the Commission for the current projects at the Courthouse, including replacement of the HVAC and weatherization of the exterior, and for ongoing space analysis and study of repairs at the Courthouse. He stated that PH&J, Architects, Inc., will report findings to the Commission. Judge Reese and Community Corrections Executive Director Paul Brown briefed the Commission regarding Circuit Judges' involvement in the Community Corrections Program. The commission was advised that each Circuit Court Judge was being provided a screened list of potential candidates for Community Corrections Placement for their respective Courts. Mr. Brown noted that out of about 214 candidates submitted by the Department of Corrections for the Month of May, only about 9 institutional candidates were found to be appropriate for consideration. Mr. Brown was asked what percent of eligible offenders were going to Community Corrections from "Front-End" Court sentences and he indicated about 80% of those deemed eligible were, in fact being assigned to Community Corrections. Mr. Brown explained that many otherwise eligible violent offenses such as assault, arson, robbery 2nd and domestic violence cases were not being placed in Community Corrections and indicated that many were sentenced to prison. Commissioner Walker asked if it were possible to track the number of potential Community Corrections candidates and those who were not placed in Community Corrections and Mr. Brown agreed to work on collecting the data for the Commission. A six month period to collect the data was suggested.

Mr. Brown briefed the Commission regarding a Position Fill Request for Community Corrections Officer, CO0359, Position Number 300359005. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY PRESIDENT JERRY SAILORS WITH THE COOSA-ALABAMA RIVER IMPROVEMENT ASSOCIATION, INC.

President Jerry Sailors with the Coosa-Alabama River Improvement Association, Inc., briefed the Commission regarding activities of the Association. He asked the Commission to consider renewing their membership, which has increased by 10% this year.

PRESENTATION BY DIRECTOR OF RISK MANAGEMENT SCOTT KRAMER

Director of Risk Management Scott Kramer noted that there has been an increase in prescription drug costs and recommended a 5% increase in the County monthly contribution from \$665 per month to \$698 per month with no change in the employee contribution rates. He stated that he would be presenting more recommended changes to the prescription plan at a future Commission meeting. Mr. Kramer informed the Commission that a recent Life Insurance Request for Proposal saved the County approximately \$19,000. He noted that the County is working with Central Alabama Regional Planning and Development Commission (CARPDC) to identify any ADA deficiencies in the rights of way and parks. Mr. Kramer stated that he has scheduled a public hearing on May 24, 2016, to get feedback from different advocacy groups. He informed the Commission that Goodwyn, Mills and Cawood, Inc., will assist in pricing the work required for the rights of way and the parks to become ADA compliant. (Copies of Memorandum and Presentation Documents, Agenda Pages 16-1 through 16-6, are attached to these Minutes.)

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci noted that the authorization for PH&J Architects, Inc., to develop final drawings and bid documents for renovations of the entire first floor of Annex I and replacement of the generator and uninterrupted power supply was on the agenda. He stated that he was aware that this project is critical for the Sheriff and would not ask the Commission to postpone it, but he would like to work with PH&J regarding their plans concerning items such as the generator, uninterrupted power supply, and the other primary technology infrastructure areas. Chairman Dean stated that they could modify the authorization in the future if it is needed.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake discussed the bid protest received from Cowin Equipment Co., Inc., concerning proposed bid award to the low bidder, Thompson Tractor Co., Inc. for a Self-Propelled Broom. He explained that this matter had been evaluated, and the low bidder met applicable bid specifications. He reaffirmed his previous recommendation to award this bid to the low bidder. After this matter is discussed with the bid protester and if it is found that the bid protest is invalid, the Commission agreed to place this item on the next Commission agenda.

Also, Mr. Speake mentioned that installation of the wooden privacy fence had been completed along the drainage easement where a storm sewer was recently replaced at 120 Portorino Drive in Lagos Del Sol subdivision.

PRESENTATION BY CHAIRMAN LAURIE WEIL AND DEVELOPMENT DIRECTOR EVE LOEB WITH THE ALABAMA SHAKESPEARE FESTIVAL

Chairman Laurie Weil and Development Director Eve Loeb with the Alabama Shakespeare Festival briefed the Commission regarding the program. Ms. Weil informed the Commission that Artistic Director Geoffrey Sherman will be retiring next year and they are looking for a replacement.

Ms. Loeb discussed the budget and requested an increase from \$100,000 to \$200,000 for FY2017. Commissioner Walker asked that ASF solicit funding from Montgomery Public Schools. Ms. Loeb also requested \$25,000 for an event for special needs children. No action was taken by the Commission.

PRESENTATION BY DIRECTOR CALVIN BROWN WITH THE MONTGOMERY CITY/COUNTY EMERGENCY MANAGEMENT AGENCY

Director Calvin Brown with the Montgomery City/County Emergency Management Agency requested for the County to pay 50% of the cost of equipment to improve control of activation of the emergency sirens, which would equal \$8,900. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY DIRECTOR MICHELLE BROWDER WITH FAITH CRUSADES MINISTRIES, INC.

Director Michelle Browder with Faith Crusades Ministries, Inc., updated the Commission regarding the 2016 Put Yourself In Their Shoes Exhibit and Tour. She informed the Commission that the building they operate out of is for sale and they would like to purchase it.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM AND GRANTS MANAGER REGINA WALKER

Sheriff Derrick Cunningham and Grants Manager Regina Walker briefed the Commission regarding a Justice and Mental Health Collaboration Program Grant. Ms. Walker stated that the grant ceiling is \$250,000, and that there is a 20% cash match funds requirement. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding a Bid Award to Climate Services, Inc., regarding the replacement of a 3 ton A/C unit, Bid Number 52110-16B-022, for the Sheriff's Office. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims briefed the Commission regarding a Subgrant Agreement for Low Income Weatherization Assistance Program, LIWAP-028-16. After discussion, the Commission agreed to waive rules and add this item to the agenda.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

Commissioner Williams introduced members of the Flatwood Community Center Seniors' Exercise Class who led the invocation and Pledge of Allegiance. He stated that they decided to walk 200 laps around the quarter mile hiking trail at the Flatwood Community Center in celebration of Montgomery County's 200th Anniversary. He congratulated them on their completion of the 200 laps.

The meeting was opened with prayer led by the Flatwood Community Center Seniors' Exercise Class at the request of Commissioner Williams.

The Pledge of Allegiance was led by the Flatwood Community Center Seniors' Exercise Class at the request of Commissioner Williams.

As a token of their appreciation, the Flatwood Seniors presented Commissioner Williams with a drawing of the hiking trail that documented the progress of their walk. They thanked the Commission and Parks and Recreation Superintendant James Williams, stating that they do use the community center and the hiking trail, and they really enjoy it. Commissioner Williams thanked the members and informed the audience that the shirts they are wearing come from the Commission.

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

Vice Chairman Harris made a motion to approve the Minutes of the Regular Meeting of May 2, 2016. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

CONSENT AGENDA

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

Commissioner Hall 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 7, are attached to these Minutes.)

NEW BUSINESS

DISTRICT ATTORNEY'S OFFICE – APPROVED CONTINUATION OF PREVIOUS GRANT WITH ADECA, FOR THE VIOLENCE AGAINST WOMEN PROSECUTION UNIT PROJECT AND ADOPTED RESOLUTION OF APPLICANT FOR MATCHING FUNDS

Administrator Mims presented the following memorandum from Chief Administrator of the District Attorney's Office Rhonda B. Cape:

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Rhonda B. Cape
Chief Administrator

DATE: April 27, 2016

RE: Violence Against Women Prosecution Grant

The Montgomery County District Attorney's Office is applying to ADECA for a continuation of our Violence Against Women Prosecution Grant. The County Commission serves as the subgrantee. The grant start date is January 1, 2017. The District Attorney's Office provides the matching funds so there is no cost to the County General Fund.

We are currently working on the application. The application must be approved at the Monday, May 16 Commission meeting in order for us to submit it to ADECA by the due date.

Thank you for your continued support for our VAW Prosecution Unit.

End of Memorandum

Vice Chairman Harris made a motion to approve the grant application and to adopt a resolution of applicant for matching funds. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Grant Application, Agenda Pages 1-2 through 1-13, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AUTHORIZATION OF EDUCATION GRANT
COOPERATIVE AGREEMENT WITH MID-SOUTH RESOURCE CONSERVATION &
DEVELOPMENT COUNCIL, INC., REGARDING PROJECT EDUCATE AND
CONSERVATE

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

April 28, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Mid-South Grant Agreement

Grant writer Regina Walker of the Montgomery County Sheriff's Office has secured a grant for \$6,500 from the Mid-South Resource Conservation and Development Council, Inc., for "Project Educate and Conserve." The grant requires no match.

I request that the attached agreement be placed on a future agenda for approval.

End of Memorandum

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

COUNTY COMMISSION – APPROVED AUTHORIZATION FOR PH&J ARCHITECTS,
INC., TO DEVELOP FINAL DRAWINGS AND BID DOCUMENTS FOR RENOVATION
OF THE ENTIRE FIRST FLOOR OF ANNEX I AND REPLACEMENT OF THE
GENERATOR AND UNINTERRUPTED POWER SUPPLY (UPS)

Administrator Mims presented the following memorandum from Sheriff Derrick Cunningham:

May 11, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Derrick Cunningham
Sheriff's Office

SUBJECT: Renovations of Sheriff's Offices on the First Floor of Annex I

During the County Commission meeting on May 2, 2016, I requested authorization by the County Commission to work with PH&J in developing final drawings and bid documents for the renovation of the entire first floor of Annex I and replacement of the generator and uninterrupted power supply (UPS).

I explained that on November 16, 2015, the County Commission agreed for me to work with PH&J Architects in developing final drawings and bid documents for the renovation of the dispatch center on the first floor of Annex I. After working with PH&J, it has been determined that it would be more cost efficient to renovate all of the Sheriff's offices on the first floor instead of just the dispatch area and we must replace the generator and uninterrupted power supply (UPS) that is shared jointly with Information Systems.

After briefing the Commission regarding my request, you agreed to place this item on the May 16, 2016, Commission agenda.

I appreciate the Commission's support and ask for you to approve my request.

Attachment

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Montgomery County Courthouse M/P Analysis and Sheriff's First Floor Plan in Annex I, Agenda Pages 3-2 and 3-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION OF AGREEMENT FOR
ENGINEERING SERVICES WITH GOODWYN, MILLS AND CAWOOD, INC.,
REGARDING BOUNDARY AND TOPOGRAPHIC SURVEYS OF TERMINAL ROAD
AT DAY STREET ROAD

Administrator Mims presented the following memorandum:

May 11, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Agreement for Engineering Services regarding Terminal Road and Day Street Road

The Montgomery County Commission, at its meeting on May 2, 2016, agreed to place on the next agenda an Agreement for Engineering Services with Goodwyn, Mills & Cawood, Inc., regarding boundary and topographic surveys of property at the northwest corner of Terminal Road and Day Street Road.

I am requesting that the Commission approve this Agreement at the May 16, 2016, meeting.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Agreement, Map and Proposal of Surveying Services, Agenda Pages 4-2 through 4-9, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATION
REPROGRAMMING REQUEST

Administrator Mims requested approval of the following miscellaneous appropriation reprogramming request:

May 16, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Miscellaneous Appropriation Reprogramming Request

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

C-2016-65: The Montgomery Education Foundation, for the Summer Program “Brain Forest Summer Learning Academy” - \$1,000; (Harris)

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

INFORMATION SYSTEMS – APPROVED BID AWARD TO COAST TO COAST, INC.,
REGARDING SAN BACKUP STORAGE APPLIANCE EXPANSION, BID NUMBER
51965-16B-020

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

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager
DATE: April 27, 2016
RE: Invitation to Bid No. 51965-16B-020
SAN Backup Storage Appliance Expansion

Request approval of award on the above referenced Invitation to Bid to the lowest responsible bidder, Coast to Coast, Inc., in the amount \$16,800.00 based on unit pricing, be placed on a future agenda. (Copy of spreadsheet attached.)

Coordination of award made with Lou Ialacci, Director of Information Systems and Larry Kennedy, IT Manager

Attachment

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 6-2, is attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED BID AWARD TO GRAYBAR ELECTRIC
COMPANY, INC., REGARDING SECURITY CAMERAS, BID NUMBER 51965-16B-019

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

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager
DATE: April 28, 2016

RE: Invitation to Bid No. 51965-16B-019
Security Cameras

Request approval of award on the above referenced Invitation to Bid to the lowest bidder, Graybar, in the amount \$227,669.40 based on unit pricing, be placed on a future agenda. The bid amount is for a total of 45 cameras; however, the county may buy fewer or more cameras. Cameras will be purchased as needed. (Copy of spreadsheet attached.)

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

Attachment

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Memorandum and Spreadsheet, Agenda Pages 7-2 through 7-4, are attached to these Minutes.)

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. Appraisal Department	Request Number 3
2. Judge of Probate (Elections)	Request Number 7
3. Personnel Department	Request Number 3
4. Risk Management	Request Number 1

Vice Chairman Harris made a motion to approve the requests. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 8-1 through 8-4, are attached to these Minutes.)

DETENTION FACILITY – APPROVED AUTHORIZATION OF POSITION FILL REQUESTS (2)

Administrator Mims presented the following memorandum:

May 11, 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 May 2, 2016, agreed to place the following Position Fill Requests from the Detention Facility on the next agenda:

- (1) Corrections Officer Trainee/ Corrections Officer, CO0419, Position Number 174
- (2) Detention Facility Accounts Manager, CO0447, Position Number 4

I am requesting approval of these items.

Attachments

End of Memorandum

Commissioner Hall made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 9-2 and 9-3, are attached to these Minutes.)

REVENUE COMMISSIONER'S OFFICE – APPROVED AUTHORIZATION OF
REALLOCATION OF CUSTOMER SERVICE CLERK, CO0016, POSITION NUMBER
TO BE DETERMINED, TO ADMINISTRATIVE SUPPORT SPECIALIST, CO0015,
POSITION NUMBER TO BE DETERMINED AND RELATED POSITION FILL
REQUEST

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

April 27, 2016

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Donnie Mims, County Administrator

FROM: Janet Y. Buskey, Revenue Commissioner

SUBJECT: Administrative Support Specialist Position - Reallocation

I respectfully request authorization to reallocate a customer service clerk position to an Administrative Support Specialist position for the Revenue Commissioner's Office in

Collections and Assessments. This position will be used to fully staff one of the Satellite Offices.

The Administrative Support Specialist position will fulfill the duties and responsibilities in the satellite office when the Branch Supervisor is out of the office or unavailable. This position will be filled by promoting staff currently employed in the Revenue Commissioner's Office.

I am requesting that this position be filled in order to increase efficiency in our department and to fulfill the staffing needs for all Satellite Offices.

If authorization is granted, I respectfully request approval of reallocating to our budget, one Administrative Support Specialist position. Thank you for your consideration in this matter.

End of Memorandum

Commissioner Williams 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 10-2, is attached to these Minutes.)

REVENUE COMMISSIONER'S OFFICE – APPROVED AUTHORIZATION OF
POSITION FILL REQUEST FOR ADMINISTRATIVE SUPPORT SPECIALIST, CO0015,
POSITION NUMBER 800003014

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

April 27, 2016

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Donnie Mims, County Administrator

FROM: Janet Y. Buskey, Revenue Commissioner

SUBJECT: Administrative Support Specialist Position- Promotion

I respectfully request authorization to fill an Administrative Support Specialist vacancy by promoting a customer service clerk. This position will be used to staff one of the Satellite Offices.

This position will be filled by promoting staff currently employed in the Revenue Commissioner's Office and included in the 2016 FY budget.

I am requesting that this position be filled in order to increase efficiency in our department and to fulfill the staffing needs for all Satellite Offices. Thank you for your consideration in this matter.

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 11-2, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (13)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. County Commission	Request Numbers 30 and 31
2. Sheriff's Office	Request Numbers 36 through 41
3. Detention Facility	Request Number 8
4. Youth Facility	Request Number 15
5. Appraisal Department	Request Numbers 9 and 10
6. Personnel Department	Request Number 19

Commissioner Hall made a motion to approve the requests. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 12-1 through 12-13, are attached to these Minutes.)

WAIVE RULES

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

COUNTY COMMISSION – APPROVED AUTHORIZATION OF SUBGRANT AGREEMENT FOR LOW INCOME WEATHERIZATION ASSISTANCE PROGRAM, LIWAP-028-16

Administrator Mims presented the following letter from Executive Director of Central Alabama Regional Planning and Development Commission Gregg Clark:

May 4, 2016

Mr. Donald L. Mims
County Administrator
Montgomery County Commission
Montgomery County Courthouse, Annex 1
P.O. Box 1667

Montgomery, AL 36102-1667

RE: Weatherization Assistance Program (WAP) Grant LIWAP-028-16

Dear Mr. Mims,

The Weatherization Assistance Program (WAP) Grant LIWAP 028-16 for Montgomery County in the amount \$51,769.00 has been awarded for the weatherization of 6 homes. CARPDC recommends that the contract be approved by the Montgomery County Commission. In addition, authorizing the Chairman, Commissioner Dean, to sign all agreements, understandings and contracts associated with the Weatherization Assistance Program (WAP) Grant LIWAP-028-16.

CARPDC Weatherization appreciates our partnership with the Montgomery County Commission and the opportunity to serve the residents of Montgomery County through administration of the WAP on behalf of the County. If you have any questions, please call or email me.

Sincerely,

/s/ Greg Clark,
Executive Director

End of Letter

Commissioner Williams made a motion to approve the Subgrant Agreement. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Subgrant Agreement, Agenda Pages 13-2 through 13-23, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED BID AWARD TO CLIMATE SERVICES, INC.,
REGARDING REPLACEMENT OF A 3 TON A/C UNIT, BID NUMBER 52110-16B-022

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

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: May 10, 2016

RE: Invitation to Bid No. 52110-16B-022
Replacement of a 3 Ton A/C Unit

I request that rules be waived and approve of award on the above referenced Invitation to Bid, to lowest responsible bidder, Climate Services, Inc. in the amount of \$6,800.00, be placed on the agenda for the County Commission meeting on May 16, 2016.(Copy of spreadsheet attached.)

Waiving rules will allow the new air condition unit to be installed at the Ramer Substation before weather conditions become unsuitable.

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 14-2, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AUTHORIZATION OF JUSTICE AND MENTAL HEALTH COLLABORATION PROGRAM GRANT WITH A CEILING OF \$250,000 AND APPROVED AUTHORIZATION OF MATCHING FUNDS OF TWENTY PERCENT

Administrator Mims presented the following memorandum from Sheriff Derrick Cunningham:

MEMORANDUM

To: Elton Dean, Chair, Montgomery County Commission

From: Derrick Cunningham, Sheriff
Montgomery County Sheriff's Office

Subject: Approval to pursue Justice and Mental Health Collaboration Program Grant

Date: May 4, 2016

We are requesting the County Commission's approval to pursue the Justice and Mental Health Collaboration Program Grant. The grant ceiling is \$250,000, there is a 20% cash match funds requirement for this grant. This grant seeks to support innovative cross system collaboration for individuals with mental illnesses or co-occurring mental health and substance abuse disorders who come into contact with the justice system.

If funded, we will work with Montgomery Area Mental Health Authority to coordinate Mental Health Treatment, co-occurring diagnosis, nurses, therapist and crisis residential services. We will also provide Crisis Intervention Team training for law enforcement/corrections officers, secretaries, clerks and those that come in contact with clients seeking and needing Mental Health services.

End of Memorandum

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

COMMENTS BY COMMISSIONERS AND ATTENDEES

Montgomery City/County Emergency Management Agency Director Calvin Brown stated that Halcyon Elementary Musical Theatre Department Production of Disney's The Lion King Jr., was over budget. He then introduced Lewis L. Webb, Jr., the music teacher and director of the musical. Mr. Webb noted that the production cost \$32,000, confirmed that they were over budget, and requested financial assistance. Commissioner Hall stated that although he had already given money to the Halcyon Principal's Discretionary Fund, he was willing to appropriate more money specifically for the play. Commissioner Walker inquired as to whether the school had requested funding from the Montgomery Public School, and Mr. Webb responded that he had not. Chairman Dean instructed him to seek funding from Montgomery City Council but told Mr. Webb that the Commission will do something. Vice Chairman Harris added that he would have paid to see it.

Commissioner Hall stated that Bishop Jimmy Lee Sawyer gave him a petition with over a thousand signatures of constituents from his district, requesting that a light be installed on Highway 80 at Pike Road and Wares Ferry Road intersection. He informed his fellow commissioners that one of those constituents had given him pictures of her recent automobile accident involving a dump truck and noted that she is lucky to be alive. Commissioner Hall said that the intersection is heavily traveled by dump trucks and that, coupled with a growing community, has become a danger to the citizens traveling in that area. He added that a state representative has been made aware of the situation, that the Mayor is willing to pursue this request, and the Town of Pike Road has already approved it. He said that since it is a state road the Alabama Department of Transportation will have to approve it, but, in the meantime, perhaps the Engineering Department can put in a four way stop. Bishop Sawyer reiterated how dangerous it is; he stated that the area needs to be redesigned and stressed that this should be put on the Department of Transportation's fast track. Commissioner Hall concurred with Bishop Sawyer and told him that his family travels in that area and that he is grateful for all his efforts. Chairman Dean said that this is of all our concerns and that together they will work to resolve the issue. Bishop Sawyer thanked the commission.

Commissioner Williams asked Extension Service Coordinator Jimmy Smitherman to speak to the commission regarding the growth of bamboo at the Chisholm Boys and Girls Club. Mr. Smitherman stated that the bamboo attracts birds which can lead to numerous health issues and requested financial help in order to purchase herbicide and materials needed to control the growth of the bamboo. The Commissioners agreed to appropriate \$100 each to the Extension Service at the next commission meeting.

Commissioner Walker told Commissioner Hall that she support his efforts regarding the installation of a light at the Pike Road and Wares Ferry Road intersection. She inquired how

much it would cost, and Assistant Engineer James Kelly stated it would cost approximately \$100,000 to \$250,000.

Chairman Dean said good morning and encouraged everyone to continue informing and sharing with the Commission their concerns and issues.

Vice Chairman Harris told the audience good morning, and he hoped they had a great week and a wonderful Memorial Day.

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 DR. A. Z. HOLLOWAY, CHAIRMAN OF THE JOINT PUBLIC CHARITY HOSPITAL BOARD

Dr. A. Z. Holloway, Chairman of the Joint Public Charity Hospital Board (JPCHB) requested the Commission approve the appointment of Dr. James Armstrong to the board to replace Dr. Vivian Hamlett. He also requested the reappointment of Mary Weilder to the board. After discussion, the Commission agreed to place these appointments on the next agenda.

Dr. Holloway reported the JPCHB will deed the Ramer Clinic property to Health Services, Inc. (HSI), and requested funding in the amount of \$9,000 per year to the JPCHB to offset its loss of rental income from HSI. Administrator Mims suggested that the JPCHB carefully review the legal description of the property to correct any prior errors. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$9,000 on the next agenda.

PRESENTATION BY HEAD SOFTBALL COACH EDWARD DYKES AND COACH ALLEN BOWEN WITH BREWBAKER TECHNOLOGY MAGNET SCHOOL

Head Softball Coach Edward Dykes and Coach Allen Bowen with Brewbaker Technology Magnet School briefed the Commission regarding the construction of a softball practice field and requested funding in the amount of \$7,500 to complete the project. Vice Chairman Harris and Commissioner Hall requested a \$1,250 miscellaneous appropriation from each of their accounts for this project. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$5,000 for this project on the next agenda.

PRESENTATION BY EXECUTIVE DIRECTOR ANDERSON T. GRAVES, II WITH SUBSTANCE ABUSE YOUTH NETWORKING ORGANIZATION (SAYNO)

Executive Director Anderson T. Graves, II with Substance Abuse Youth Networking Organization (SAYNO), briefed the Commission regarding the Kids & Kops Day and requested

funding in the amount of \$5,000 for the event. After discussion, the Commission agreed to work with Sherriff Cunningham regarding reimbursement for food for the event.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims briefed the Commission regarding the appointment of Margaret Arthur to the Montgomery Area Mental Health Authority. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen informed the Commission that the HVAC at the Montgomery County Department of Human Resources (DHR) building on Mobile Highway was repaired; however, it continues to fail and needs to be replaced. Montgomery County DHR Director Karen Smith is working with Joel Marsh, Deputy Commissioner for Administrative Services, on a plan of repair or replacement of the building.

Administrator Mims briefed the Commission regarding authorization to recognize and deny a Claim filed Garrett Dennis, through Power of Attorney for Brittany S. Moore. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented Amendment Number 1 to Contract with Advanced Disposal regarding garbage collection service (Probate-Revenue South Office), Contract Number 51901-15B-022. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented Amendment Number 2 to Contract with Sea Coast Disposal regarding garbage collection service (Youth Facility), Contract Number 51901-15B-022. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented Amendment Number 1 to Contract with Filter Service Company, Inc., regarding air filters and service, Contract Number 51901-15B-023. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding an upcoming Bid Award to the lowest bidder, regarding moving Probate and Revenue Commissioner's Offices to the new South Office, Bid Number 51100-16B-023. She explained that the bid will open on May 26, 2015, but needs to be placed on the agenda for June 6, 2016. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims present Budget Change Request Number 55 from County Commission Appropriations and Budget Change Request Number 7 from the Engineering Department. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented a Position Fill Request for Administrative Support Specialist, CO0015, Position Number 290015005 from the Board of Registrars. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Position Fill Requests for Corrections Officer Corporal, CO0425, Position Number 167, Corrections Officer Trainee/ Corrections Officer, CO0419, Position Number 080, and Corrections Officer Trainee/ Corrections Officer, CO0419, Position Number to be determined from the Detention Facility. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented a Position Fill Request for Deputy Sheriff Trainee/Deputy Sheriff, CO0431, Position Number 160 from the Sheriff's Office. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a letter from Thomas McPherson, Jr., stating his desire not to be re-appointed to the Montgomery City-County Public Library Board. He informed the Commission that the Board has recommended the reappointment of Amy Knudson. The Commission agreed to discuss these appointments at their June 6, 2016, meeting.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for May through July.

Administrator Mims presented the Service of Process Fee (Sheriff Process Fee) Collection through May 2016.

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

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

Administrator Mims presented the of Census and Fiscal Report for April 2016 for Community Corrections

Administrator Mims reminded the Commission that during the May 2, 2016, County Commission meeting Renascence Board Member Douglass Porter requested consideration for Renascence, Inc., to be included in the Annual Budget of the County Commission for \$20,000. No action was taken by the Commission. Chairman Dean instructed Administrator Mims not to remind the Commission any further concerning this request for funding.

PRESENTATION BY PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry reminded the Commission that the Old Selma Road Park Public Hearing would be held in the Commission Conference Room this evening from 5:00 p.m. to 6:30 p.m. Ms. Henry briefed the Commission regarding the Student Summer Workers' Program and noted that approximately 39 students would start work with the county on June 6, 2016. She then reviewed the calendar of upcoming events.

COMMENTS FROM CHAIRMAN DEAN

Chairman Dean stated that Deputy Administrator Cauthen did an outstanding job at the Old Selma Road Park Public Hearing, which was held on May 10, 2016.

ADJOURNMENT

Commissioner Hall made a motion to adjourn the meeting of the Montgomery County Commission on May 16, 2016, at 11:04 a.m. The motion was seconded by Commissioner Walker and unanimously approved by the Commission.

MAY 16 2016

5-16-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 4-29-16

Check Number	To	Check Number
260631		260681
Total Checks Paid		\$211,849.00

CHECK #	PAYEE	AMOUNT	DATE
260629	BOE, Carver Senior High School	\$ 4,000.00	4-22-16
260630	Stivers Ford Lincoln Inc.	\$52,306.00	4-22-16

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

MAY 16 2016

5-16-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 4-29-16

Check Number	To	Check Number
260682		260752
Total Checks Paid		\$462,444.27

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

AGENDA

MAY 16 2016

5-16-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-6-16

Check Number	To	Check Number
260754		260817
Total Checks Paid		\$408,882.81

CHECK #	PAYEE	AMOUNT	DATE
260753	Stivers Ford Lincoln Inc.	\$52,306.00	5-2-16

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

MAY 16 2016

5-16-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-6-16

Check Number	To	Check Number
260818		260902
Total Checks Paid		\$472,711.15

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

AGENDA

MAY 16 2016

5-16-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 5-13-16

Check Number	To	Check Number
260903		260960
Total Checks Paid		\$273,581.93

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 5-13-16

Check Number	To	Check Number
260961		261044
Total Checks Paid		\$873,378.56

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

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

AGENDA**MAY 16 2016**

CHECKS ARE DATED
5/13/16

Payroll Check Number	125416	To	Payroll Check Number	125486	\$ 55,908.83
Direct Deposits					\$ 854,569.78
Payroll Check Number	125487	To	Payroll Check Number	125510	\$ 256,381.10
Direct Deposits					\$ 391,222.02
Federal Deposits					\$ 330,377.26
Total Payroll Paid					\$ 1,888,458.99

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

ADECA Law Enforcement and Traffic Safety (LETS) Division 401 Adams Avenue Post Office Box 5690 Montgomery, Alabama 36103-5690	Grant Application - Cover Page Date Received by LETS: Grant Number Assigned (Leave Blank):									
Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application.										
1. Applicant: Name: Montgomery County Commission Address: 101 South Lawrence Street Montgomery, AL 36104 Phone #: (334) 832-1259 Fax #: (334) 832-2533 E-Mail:	3. Authorizing Official: Name: Elton N. Dean, Sr., Chairman Title: Montgomery County Commission Address: 101 South Lawrence Street Montgomery, AL 36104 Phone #: (334) 832-1259 Fax #: (334) 832-2533 E-Mail: eltondean@mc-ala.org									
2. Implementing Agency: Name: Montgomery County District Attorney Phone #: (334) 832-2550	Signature: _____ Date: _____									
4. Project Director: Name: Rhonda B. Cape Address: 251 South Lawrence Street Montgomery, AL 36104 Phone #: (334) 832-2550 Fax #: (334) 832-1615 E-Mail: rhondacape@mc-ala.org	5. Financial Officer: Name: Sherrill Thomas Address: 101 South Lawrence Street Montgomery, AL 36104 Phone #: (334) 832-1268 Fax #: (334) 832-2533 E-Mail: sherrillthomas@mc-ala.org									
Signature: <u>Rhonda B. Cape</u> Date: <u>5/9/16</u>	Signature: <u>Sherrill Thomas</u> Date: <u>5/9/16</u>									
6. Type of Application: ☐ Original ☒ Continuation of Previous Grant Number: 15-WF-PR-005	7. Program Under Which Application is Made: Violence Against Women Act Program									
8. Active membership in any Statewide associations or coalitions? If yes, please list all membership(s). AL District Attorneys Assoc, AL State Bar Assoc, District Attorney Investigator Assoc, VOCAL, AL Coalition Against Domestic Violence, AL Coalition Against Sexual Violence, One Place Family Justice Center, Office of Prosecution Services										
9. Does this application require a prior cost approval? N/A ☐ Yes ☐ No										
10. Name of the Project: (Brief Descriptive Title) Montgomery County Violence Against Women Prosecution Unit	11. Federal Grant Funds Requested: \$85,000.00									
12. Will other Federal Support be available for any part of this project? ☐ Yes ☒ No If yes, identify and explain on Budget Page 3	13. DUNS Number: 99839086									
14. Sam.gov Registration Expiration Date: February 21, 2017										
15. Federal Employer Identification No.:	16. Congressional District: 2nd Congressional District									
17. Organization Type (Check one which applies) <table style="width: 100%;"> <tr> <td>☐ State Agency</td> <td>☐ Public College or University</td> <td>☐ Private Not-for-Profit Agency</td> </tr> <tr> <td>☒ Local Government</td> <td>☐ Private College or University</td> <td>☐ Private For-Profit Company</td> </tr> <tr> <td>☐ Other Instrumentality of Gov't</td> <td>☐ Public Not-for-Profit Agency</td> <td>☐ Private Individual</td> </tr> </table>		☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency	☒ Local Government	☐ Private College or University	☐ Private For-Profit Company	☐ Other Instrumentality of Gov't	☐ Public Not-for-Profit Agency	☐ Private Individual
☐ State Agency	☐ Public College or University	☐ Private Not-for-Profit Agency								
☒ Local Government	☐ Private College or University	☐ Private For-Profit Company								
☐ Other Instrumentality of Gov't	☐ Public Not-for-Profit Agency	☐ Private Individual								
18. Project Summary: (Suitable for a news release pertaining to this project) The Violence Against Women Unit (VAW Unit) of the Montgomery District Attorney's Office provides vertical prosecution and victim services advocacy of cases involving violence against women: domestic violence, sexual assault, stalking and human trafficking.										

Resolution of Applicant for Matching Funds

Whereas, the State of Alabama, through the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, under the Omnibus Crime Control and Safe Streets Act of 1968, (PL 90-351 as amended and other appropriate federal authorizations, is offering financial aid to combat rising crime, improve the criminal justice system, assist victims of crime, and assist in the problems of juvenile justice; and

Whereas, the Montgomery County Commission hereinafter referred to as Applicant, is of the opinion that it would be beneficial to make application for such assistance and

Whereas, said applicant agrees to be accountable for providing the cash match toward the total cost of said project,

NOW, THEREFORE, BE IT RESOLVED by the Applicant

that, Elton N. Dean, Sr., in his/her official capacity

as Chairman, be authorized to make

application to the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, for said financial Assistance.

Adopted this the 16th day of May 2016

I, Donald L. Mims, County Administrator
(Name) (Title)

In and for the Montgomery County Commission

Do hereby certify that the above is a true and correct copy of a resolution adopted at their regular meeting of May 16, 2016, and the same appears in the minutes of said meeting.

Witness by hand and official seal of the Montgomery County Commission

This the 16th day of May, 2016

(Name)

County Administrator

(Title)

Revised 8/15/13

Alabama Department of Economic & Community Affairs
Law Enforcement and Traffic Safety Division
401 Adams Avenue
P.O. Box 5690
Montgomery, AL 36103-5690

Budget - Page 1

A. Personnel:

List each individual with salary

Name of Employee	Position / Title	Salary or Hourly Rate	Rate of Pay	% of Time Devoted to Project	Annual Income / Unit Cost	Category Total
Shelley Corley	Deputy District Attorney	\$ 2,480.38	24	100%	\$ 59,529.12	\$ 59,529.12
Taylor Edwards	Victim Service Officer	\$ 1,067.92	24	100%	\$ 25,630.08	\$ 25,630.08
		\$ -			\$ -	\$ -
		\$ -			\$ -	\$ -
		\$ -			\$ -	\$ -
		\$ -			\$ -	\$ -
		\$ -			\$ -	\$ -
		\$ -			\$ -	\$ -
If additional space is needed see Attachment 1 (Personnel)					\$ -	\$ -
					Salaries Sub-Total	\$ 85,159.20

Fringe Benefit Computation

FICA	\$ 85,159.20	7.650%	\$ 6,514.68
SUI*	\$ -	0.000%	\$ -
W/C	\$ -	0.000%	\$ -
Health Insurance (DDA Only)	\$ 10,200.00	100.000%	\$ 10,200.00
Life Insurance	\$ -	0.000%	\$ -
Retirement	\$ 85,159.20	13.250%	\$ 11,283.59
Other	\$ -	0.000%	\$ -
Other	\$ -	0.000%	\$ -

*Based on the first \$8,000 in salaries paid to each employee in a calendar year

If additional space is needed see Attachment 1 (Personnel)	\$ -
Fringe Sub-Total	\$ 27,998.27

Total Personnel Expenditures \$ 113,157.47

B. Professional Services:

Must be itemized

List by individual or type of individual, with fee basis limited to a reasonable rate not to exceed \$450 per day/\$56.25 per hour.

Individual Consultants and/or Contracting of Service Organizations

	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Total Contractual Services \$ -

C. Travel:

Transportation & associated costs of project personnel (Consultant Travel is to be included in Category B above)

Mileage:	\$ -
Per Diem:	\$ -
Conference Cost:	\$ -
Other:	\$ -

Total Travel \$ 14

Alabama Department of Economic & Community Affairs
Law Enforcement and Traffic Safety Division
401 Adams Avenue
P.O. Box 5690
Montgomery, AL 36103-5690

Budget - Page 2

D. Operating Expenses:

Must be itemized

Office supplies (copy paper, pens, post-its, toner, and other supplies per SAM manual)	\$ 175.86
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
If additional space is needed see Attachment 2 (Operating Expense)	\$ -

Total Operating Expense \$ 175.86

E. Equipment Purchase:

Must be itemized

Item	Qty	Unit Price	Total Item Cost
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
If additional space is needed see Attachment 3 (Equipment)		\$ -	\$ -

Equipment Purchase Total \$ -

Lease or Rental Equipment	Qty	Unit Price	Total Item Cost
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
If additional space is needed see Attachment 3 (Equipment)		\$ -	\$ -

Lease or Rental Total \$ -

Total Equipment Expense \$ -

Total Project Cost \$ 113,333.33

\$ 113,333.33

Matching Ratio:	ADECA / LETS %	75%	ADECA / LETS Support	\$ 85,000.00
	Match %	25%	Matching Contribution	\$ 28,333.33

1.5

Alabama Department of Economic & Community Affairs
Law Enforcement and Traffic Safety Division
401 Adams Avenue
P.O. Box 5690
Montgomery, AL 36103-5690

Budget - Page 3

A. Source of Matching Contribution:

(Indicate Sources Per Instructions)

	\$ -
District Attorney Fund	\$ 28,333.33
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Total Matching Contribution: \$ 28,333.33
Match Differential: \$ (0.00)

Match from Budget Page 2 \$ 28,333.33

B. Budget Summary and Projection:

(Total budget of applicant or implementing agency)

APPLICATION IS INCOMPLETE WITHOUT THIS

Budget Categories	Prior Phase	Present Phase	Successive Phase
A Personnel and Fringe	\$ 114,000.00	\$ 112,680.22	\$ 113,157.47
B Contractual Services	\$ -	\$ -	\$ -
C Travel	\$ -	\$ -	\$ -
D Operating Expenses	\$ -	\$ 179.78	\$ 175.86
E Equipment	\$ -	\$ -	\$ -
Total Budget of Applicant	\$ 114,000.00	\$ 112,860.00	\$ 113,333.33
Duration of Project Phase	12	12	12

C. Federal Support:

Will other Federal support be available for any part of this project?

Yes ☐

No ☒

If "Yes", Explain:

D. Federal Submissions:

Have other Federal agencies been contacted for assistance on this or similar projects?

Yes ☐

No ☒

If "Yes", Explain:

1-6

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
Grant Application – Budget Narrative Section

Funding is requested for personnel and operating expenses.

- A. **PERSONNEL:** (a) Salaries are calculated for reimbursement purposes for staff employees who will compose the Violence Against Women Domestic Violence Prosecution Unit: a Deputy District Attorney and a Victim Services Officer. Salaries are paid semi-monthly with the total amounts for reimbursement calculated on anticipated percentage (100%) of time to be spent by each employee on the project.

FICA is calculated at 7.65% of gross salaries. Retirement is calculated at 13.25%. Health Insurance is calculated at \$850 per person per month. Funding for twelve months of health insurance is requested for the Deputy District Attorney.

1. Deputy District Attorney - \$59,529.12 salary

Maintain a Deputy District Attorney to serve as the vertical prosecutor for felony violence against women cases and for misdemeanor cases set on the dedicated domestic violence docket; to represent the Unit in public functions and to conduct unit meetings to maintain focus and identify areas of significant concern.

2. Victim Services Officer - \$25,630.08 salary

Maintain a Victim Services Officer to contact victims, facilitate and schedule regular victims' meetings, assist law enforcement agencies in early contact with victims, and to provide appropriate materials and information to victims. The Victim Services Officer will also provide clerical support, research assistance in trial preparation, maintain records for evaluation procedures, and provide support for community liaison efforts for the Unit as a whole.

- D. **OPERATING EXPENSES:** A minimal amount of funding is requested for office supplies such as copy paper, pens, post-its, toner, and other office supplies per SAM manual.

Alabama Department of Economic and Community Affairs
Law Enforcement and Traffic Safety Division
Grant Application – Budget Narrative Section

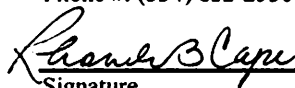
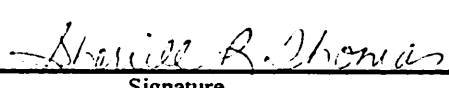
The pay periods and associated pay dates are as follows:

<u>Pay Period</u>	<u>Pay Date</u>
January 1 – 15, 2017	February 1, 2017
January 16 – 31, 2017	February 16, 2017
February 1 – 15, 2017	March 1, 2017
February 16 – 28, 2017	March 16, 2017
March 1 – 15, 2017	March 31, 2017
March 16 – 31, 2017	April 16, 2017
April 1 – 15, 2017	May 1, 2017
April 16 – 30, 2017	May 16, 2017
May 1 – 15, 2017	June 1, 2017
May 16 – 31, 2017	June 16, 2017
June 1 – 15, 2017	June 30, 2017
June 16 – 30, 2017	July 16, 2017
July 1 – 15, 2017	August 1, 2017
July 16 – 31, 2017	August 16, 2017
August 1 – 15, 2017	September 1, 2017
August 16 – 31, 2017	September 15, 2017
September 1 – 15, 2017	September 29, 2017
September 16 – 30, 2017	October 16, 2017
October 1 – 15, 2017	November 1, 2017
October 16 – 31, 2017	November 16, 2017
November 1 – 15, 2017	December 1, 2017
November 16- 30, 2017	December 15, 2017
December 1 – 15, 2017	December 31, 2017
December 16 – 31, 2017	January 16, 2018

Budget Prepared By:

Name: Rhonda B. Cape
Address: 100 S Lawrence St
Montgomery, AL 36104
Phone #: (334) 832-2550

If the budget is prepared by an individual other than the Financial Officer, the Financial Officer must sign here as approving the budget as submitted.

	5/9/16		5/9/16
Signature	Date	Signature	Date

Grant Application:
Budget Narrative Section

Page 2 of 2
(Add Additional Pages as Necessary)

1-8



State of Alabama Disclosure Statement

(Required by Act 2001 - 955)

Entity Completing Form

Montgomery County Commission

Address

101 S Lawrence St

City, State, Zip

Montgomery, AL 36104

Telephone Number

334 832-1210

State Agency / Department that will receive goods, services or is responsible for the grant award

Alabama Department of Economic and Community Affairs

Address

PO Box 5690

City, State, Zip

Montgomery, AL 36103

Telephone Number

334 242-5803

This form is provided with:

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

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

☐ Yes ☒ No

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

State Agency / Department	Type of Good or Service	Amount Received

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

☒ Yes ☐ No

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

State Agency / Department	Date Grant Awarded	Amount Received
ADECA VAWA	15-WF-PR-005, 02/01/2016	\$ 84,645.00
ADECA VAWA	14-WF-PR-003, 02/17/2015	\$ 85,500.00
ADECA VAWA	13-WF-PR-004, 12/09/2013	\$ 85,500.00

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

Name of Public Official/Employee	Address	State Department/Agency
N/A		

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your

immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Family Member	Address	Name of Public Official / Public Employee	State Department/ Agency Where Employed
N/A			

If you identified individuals in items one and /or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

Name of Paid Consultant/Lobbyist	Address

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000, is applied for knowingly providing incorrect or misleading information.

Signature	Date
Notary's Signature	Date
	Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

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State of Alabama Disclosure Statement
Continuation Page 3

State Agency/Department		Date Grant Awarded	Amount Received
Dept of Justice, OVAW	2011-WE-AX-0028	9/26/2011	1,301,319.00
ADECA Juvenile Accountability Block	10-JB-04-001	11/12/2013	6,375.32
ADECA Juvenile Accountability Block	13-JB-04-001	11/12/2013	72,608.57
ADECA Byrne JAG	13-DJ-LC-014	2/23/2015	6,847.00
ADECA Byrne JAG	14-DJ-LC-002	2/23/2015	6,878.00

State of Alabama
Department of Economic and Community Affairs
Law Enforcement / Traffic Safety Division

Equal Employment Opportunity Program Certification

I, Elton N. Dean. Sr. (Authorized Official), certified that the Applicant/Subgrantee

Montgomery County Commission

has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42.301, et seq., subpart E, and that it is on file in the office of:

Name: Donald L. Mims

Title: County Administrator

for review or audit by officials of ADECA or the Grant Agency as required by relevant laws and regulations

(Signature of Authorized Official)

(Date)

NOTE: If your organization is required to develop an EEOP plan, the above certification must be completed. If a plan is not required, then the below dcertification must be completed. The signed certification must be returned to ADECA Law Enforcemetn and Traffic Safety Division.

I, _____ (Authorized Official), certify that the Applicant/Subgrantee

_____ is not required to formulate an Equal Employment Opportunity Program in accordance with relevant laws and regulations

(Signature of Authorized Official)

(Date)

INTERAGENCY CONSULTATION AGREEMENT

This agreement between the agencies below is entered into on this 16th day of May, 2016, as required by the Office on Violence Against Women and the Alabama Department of Economic and Community Affairs.

WHEREAS, Montgomery County Commission (Subgrantee) is applying to ADECA for a subgrant under the STOP Violence Against Women Act (VAWA) Formula Grant Program; and

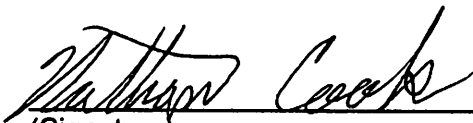
WHEREAS, the subgrantee applicant has consulted with the appropriate victim service organizations during the course of the development of our subgrant application in order to ensure that proposed activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking and dating violence;

IN WITNESS WHEREOF, the parties acknowledge this Agreement as evidenced by their signatures below.

BY: _____
(Signature)

Elton N. Dean, Sr., Chairman
(Print Name & Title)

Montgomery County Commission
(Subgrantee Agency Name)

BY: 
(Signature)

Nathan Cook, Executive Director
(Print Name & Title)

One Place Family Justice Center
(Victim Service Agency Name)

Please attach documentation to show dates and content of planning meetings.



Education Grant Cooperative Agreement

This Agreement is made and entered into on April 22, 2016 by and between the Mid-South Resource Conservation & Development Council, Inc. (hereinafter called the "Council"), and **Montgomery County Commission here** in after called the "Grantee").

The Purpose of this agreement is to implement the project as described in the attached application or proposal entitled **Project Educate and Conserve**.

The Council and the Grantee deem it mutually advantageous to cooperate in this project, and hereby agree as follows.

1. The Council Agrees:

- I. To provide \$ 6,500 after the execution of this agreement and when the funds become available. No funds will be available until after October 1, 2015 for the above-mentioned project, contingent on funding. Funds are subject to availability based on quarterly appropriations, and are subject to proration if ordered by the State Finance Director.
- II. To provide other assistance in planning and implementation as requested, needed, available, and agreed to by the Council.
- III. Payment of grant funds will be made on a reimbursement basis after all items listed from A-G are completed and reported.

2. The Grantee Agrees:

To use the funds only on a project that will have public benefits.

- I. Document the total value of the project in the final report.
- II. Operate and maintain the project with local resources.
- III. Allow pre-arranged public tours of the project.
- IV. Comply with all provisions of the Federal Civil Rights laws and regulations including the displaying of all posters required by Federal Law.
- V. To spend grant funds only on items included and approved in the project proposal.
- VI. **Sign & document:**

- a. To return this signed COOPERATIVE AGREEMENT WITHIN 45 DAYS. IF WE DO NOT RECEIVE THIS SIGNED AGREEMENT BACK WITHIN THIS TIME PERIOD WE WILL CONSIDER IT VOID AND REALLOCATE THE FUNDS.
- b. Submit a one page final completion report, including copies of all invoices and evidence of payment (paid receipts & cleared checks).
- c. Explain the total "value of the project" in monetary terms in the final report.
- d. Provide electronic pictures and documentation.
- e. Notify the RC&D office when the project is ready for pictures 2 weeks prior if possible with elected officials & participants.
- f. Give credit to the Mid-South RC&D Council on press releases & publications.
- g. Call or contact the Executive Director Becky Wood @ 334-356-1855 or email to midsouthexecutivedirector@gmail.com with questions relative to spending funds.

VII. All funding will be distributed on a reimbursement basis. Please note Mid-South RC&D will not reimburse for rent, food, apparel, travel/mileage, drinks or salaries.

VIII. Complete the project and have the appropriate documentation in our office on or before July 15, 2016. If your project is fully completed according to the identified budget / deliverables and funds are remaining (due to getting items completed under budget) these funds may be moved to another budget item with PRIOR APPROVAL from RC&D and a budget revision....otherwise all unused funds must be returned to the Mid-South RC&D Council.

IX. Project funds will be LOST OR RE-ALLOCATED IF THE PROJECT BUDGET ITEMS/DELIVERABLES IDENTIFIED IN THE ORIGINAL APPROVED PROJECT ARE NOT FULLY COMPLETED BY JULY 15, 2016. If you will be unable to complete your project by July 15, 2016, please notify Becky Wood @ 334-356-1855 as soon as possible. This should be a rare occurrence! Grantees who have not started or made significant progress on their grant project by July 1, 2016 are SUBJECT TO REVOCATION OF ALL FUNDS.

Grantees who are not able to utilize the grant funds by July 15, 2016 AND DID NOT NOTIFY Mid-South RC&D Council BY JULY 1, 2016 will not only lose the funds but, may also forfeit their right to participate in future grant programs. THIS IS NEW AND OUT OF OUR CONTROL...REPEAT.....IF YOUR PROJECT IS NOT FULLY COMPLETED ACCORDING TO THE BUDGET/DELIVERABLES IN THE PROPOSAL, YOU WILL LOSE THE ENTIRE GRANT AMOUNT. WE WILL NOT BE ABLE TO PARTIALLY PAY FOR WHAT YOU MAY HAVE ALREADY SPENT IF THE DELIVERABLES ARE NOT FULLY COMPLETED!!!!!!!!!!

- X. Notify the Council before starting the project. Send Project updates on the scheduled days below:
Update- June 30, 2016
Final Report and everything on the Project Completion Checklist Due by July 15, 2016
- XI. Give the Local RC&D Council, State of Alabama Public Examiners or its authorized representatives, access to and right to examine all records, books, papers or documents related to this agreement for up to three years after the last grant funds are expended.
- XII. Provide the Mid-South RC&D Council with a Federal Tax ID number **63-6001653**.
3. It is mutually agreed:
- I. This agreement shall become effective on the date appearing in the first paragraph
- II. The amount granted is **\$ 6,500.00.**
- III. This agreement may be revised upon mutual consent of both parties.
- IV. The Council may take appropriate action to ensure compliance with the terms of this agreement, which may include termination, suspension, or other remedies deemed necessary.
- V. By signing this agreement you are authorizing Mid-South RC&D Council to use your photos on social media sites and other printed publications. If children are in the photos it is your responsibility to hold and maintain a media release.

Signatures

Mid-South RC&D Council

Date

Responsible party

Date

By signing this agreement the recipient assures the Mid-South RC&D Council, Inc. that the program or activities provided for under this agreement will be conducted in compliance with all allocable Federal Civil Rights laws, rules, regulations, and policies. "All programs and assistance of the RC&D Council are available without regard to race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. RC&D is an equal opportunity provider and employer."

Montgomery County Courthouse M/P Analysis

1208gvp

4/28/16

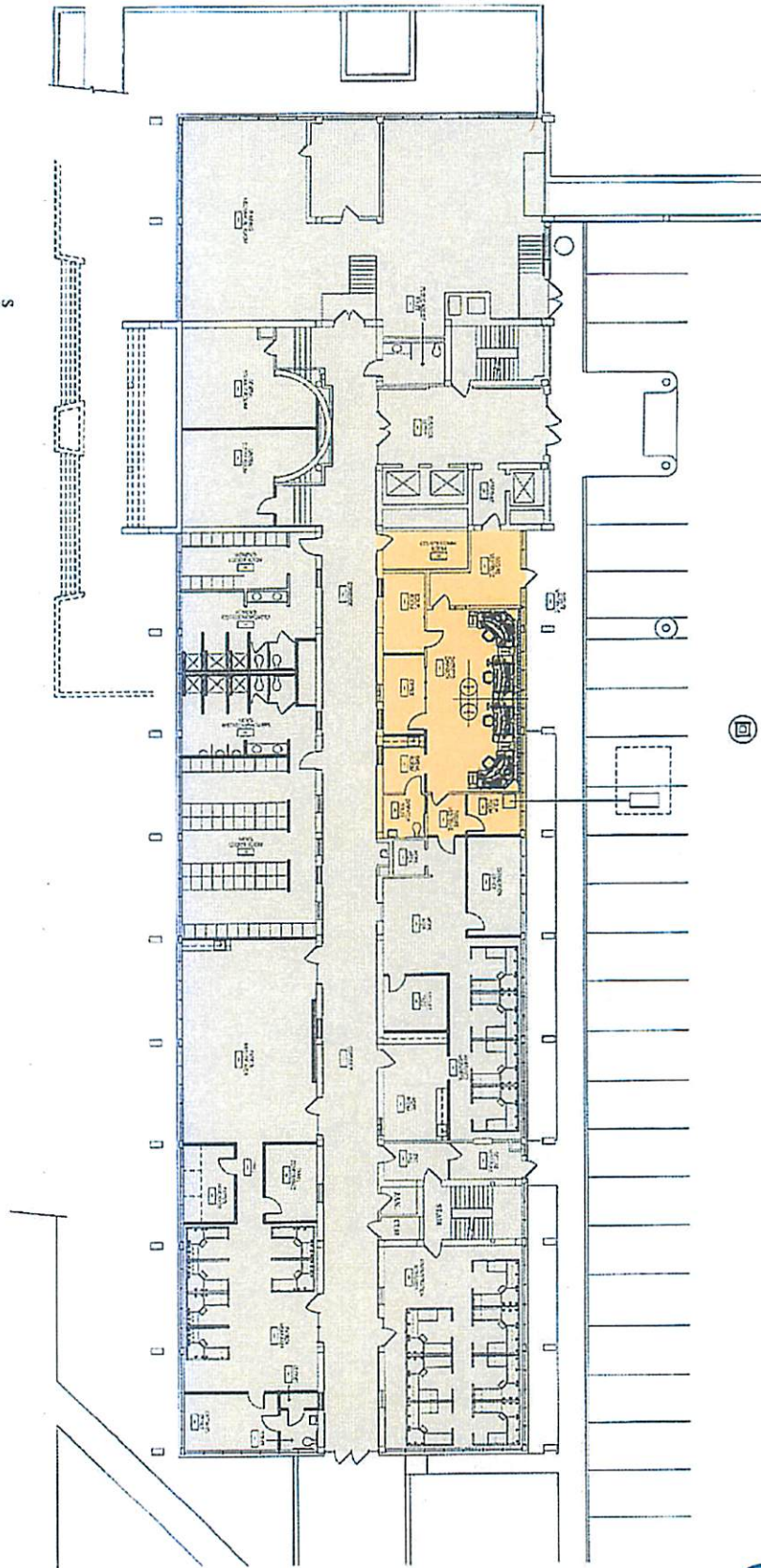
Annex 1 First Floor (Sheriff)

1st Floor Dispatch & Sheriff Operations	2,170,754
Generator for Dispatch & IT	210,000
UPS for Dispatch, IT & Comm	110,000
IT Allowance for Switches, Racks, etc.	50,000
Security Allowance	25,000
Furnishings & Equipment 18ws	75,000
Contingency/Allowance	52,815
Sub Total for Annex 1	2,693,569

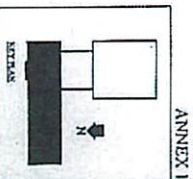
Annex 1 Second Floor (IT & Engineering)

2nd floor IT & Engineering	2,627,098
Mechanical Infrastructure	300,000
Elevator Renovation	602,000
IT Allowance for Switches, Racks, etc.	50,000
Security Allowance	45,000
Furnishings & Equipment	0
Contingency/Allowance	72,482
Sub Total for Annex 1	3,696,580

Project Total	6,390,149
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3-3



THE MONTGOMERY COUNTY
SHERIFF DISPATCH ANNEX 1
FOR THE
MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA



architects inc.
Montgomery, Alabama

**AGREEMENT FOR ENGINEERING SERVICES
GMC PROJECT NO.**

THIS AGREEMENT, made and entered into this ____ day of May, 2016, by and between Montgomery County Commission, Montgomery, AL, hereinafter referred to as the OWNER, and **GOODWYN, MILLS & CAWOOD, INC.**, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER desires to have professional engineering services performed consisting of boundary and topographic surveys of property at the northwest corner of Terminal Road and Day Street Road, Montgomery Alabama hereinafter referred to as the Project.

WHEREAS, not having engaged any other engineers for the Project, OWNER desires to retain the ENGINEER as its sole and exclusive engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and ENGINEER do agree, each with the other, as follows:

ARTICLE 1. Basic Services.

Boundary Survey

- 1.1 Provide labor and materials to perform an 'Alabama Standards of Practice' boundary survey of the 7.75 acre (more or less) parcel as noted in blue on Exhibit 1, attached here to.
- 1.2 Scope of Work, deliverables, exclusions, schedule, fee/billing and general terms and conditions shall be in accordance with Exhibit 2, attached hereto.

Topographic Survey

- 1.3 Provide Labor and Maerials to perform an 'Alabama Standards of Practice' topographic survey of the 7.75 acre (more or less) parcel as noted in blue on Exhibit 1 and the 1.27 acre (more or less) parcel as noted in red on Exhibit 1, attached here to.
- 1.4 It is assumed the north line of said 1.27 acre parcel, noted in red in Exhibit 1 is the approximate centerline of the east/west portion of Highland Village Road as noted on said Exhibit 1.
- 1.5 Scope of Work, deliverables, exclusions, schedule, fee/billing and general terms and conditions shall be in accordance with Exhibit 2, attached hereto.

ARTICLE 2. Additional Services

The following scope of services shall be considered additional work from the Basic Services outlined in Article 1.

- 2.1 Upgrade the boundary survey to an ALTA/NSPS standards survey.
- 2.2 Include additional area/parcels not noted in items 1.1 and 1.3 above.
- 2.3 Any other services not previously noted.



ARTICLE 3. Responsibilities of the OWNER

OWNER agrees to provide ENGINEER with complete information concerning the requirements of the project and to perform the following services:

- 3.1 The OWNER shall provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish all standards which the OWNER will require to be utilized to complete the project.
- 3.2 The OWNER will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.
- 3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.
- 3.4 The OWNER shall arrange for access to and make all provisions for the ENGINEER to enter upon public and private property to perform surveying and other data collection as required for ENGINEER to perform services under this Agreement. OWNER shall appoint and designate in writing a person to act as OWNER's site access representative for such purpose, and shall include contact information for the individual so designated. OWNER agrees to hold the ENGINEER harmless from any and all claims, actions, damages and costs, including but not limited to attorneys fees, arising from OWNER's arrangements and provisions for access to property.
- 3.5 Furnish ENGINEER with copies of all deeds, plats, property maps and other information as may be necessary for the completion of the project.
- 3.6 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 3.7 The OWNER shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.
- 3.8 The OWNER agrees to pay ENGINEER the Additional Services as may be required for the Project, as outlined in this agreement.

ARTICLE 4. Compensation

- 4.1 The OWNER agrees to pay to the ENGINEER a total fee of \$10,500.00 for the boundary and topographic surveys. That fee is comprised of \$4,000.00 for the boundary portion and \$6,500.00 for the topographic work.
- 4.2 Said fee shall be paid in monthly installments as the work progresses. .
- 4.3 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of two.



- 4.4 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 5. Relationship of the Parties

- 5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above. Moreover, OWNER agrees to defend and hold ENGINEER, its employees, directors, officers and agents, harmless from any and all claims, suits, damages and expenses, including but not limited to attorneys fees, resulting from or based upon ENGINEER's actions as OWNER's representative.
- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.
- 5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 6.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.
- 5.6 ENGINEER may employ such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance or furnishing of services under this Agreement. ENGINEER shall not be required to employ any consultant unacceptable to ENGINEER.

ARTICLE 6. Ownership and Use of Project Documents

- 6.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an Ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.



- 6.2 Copies of documents that may be relied on by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 6.3 OWNER may make and retain copies of documents for information and reference in connection with the services by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.
- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

ARTICLE 7. Liability and Indemnity

- 7.1 The ENGINEER will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.
- 7.2 Notwithstanding any other provision of this Agreement, the ENGINEER's total liability to the OWNER for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the ENGINEER's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under ENGINEER's liability insurance in effect at the time such claims are made. The OWNER hereby releases the ENGINEER from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.
- 7.3 Any and all liability resulting from conditions not created or caused to be created by the ENGINEER shall be the liability of the OWNER.

ARTICLE 8. Termination

- 8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time shall be computed upon applicable terms of Article 5, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

ARTICLE 9. Dispute Resolution

- 9.1 If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle



the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Goodwyn, Mills and Cawood.

ARTICLE 10. Miscellaneous

- 10.1 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.
- 10.2 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 10.3 It is expressly understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER's proprietary interest in its work product, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.
- 10.4 This Agreement is to be governed by the laws of the State of Alabama.

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

OWNER:

MONTGOMERY COUNTY COMMISSION

By: _____
Elton N Dean Sr.

Title: Chairman

Attest:

(name and Title)

ENGINEER:

GOODWYN, MILLS & CAWOOD, INC.

By: _____
Derril L. Strickland, PE

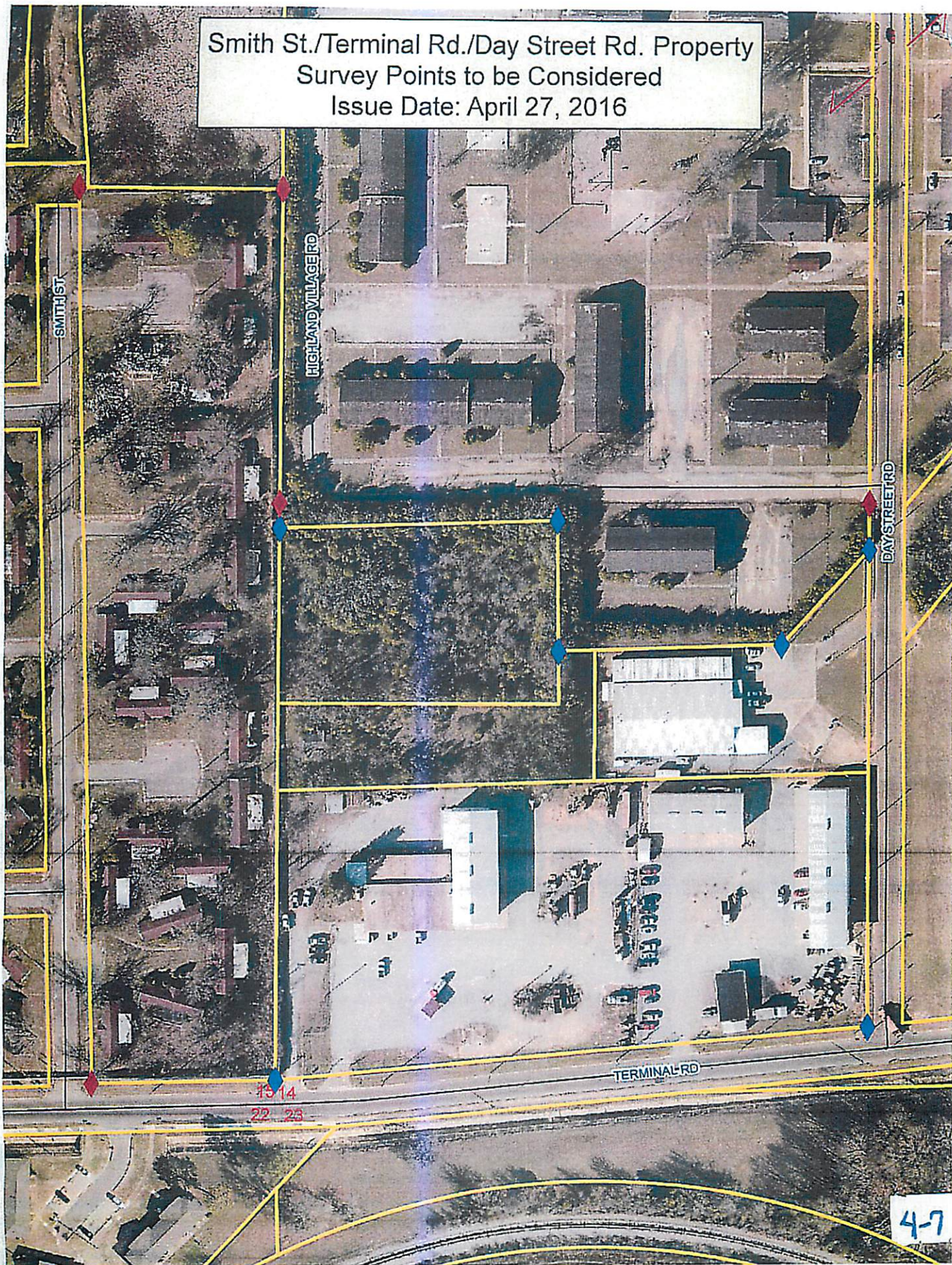
Title: Senior Vice President

Attest:

(name and Title)



Smith St./Terminal Rd./Day Street Rd. Property
Survey Points to be Considered
Issue Date: April 27, 2016





April 29, 2016

MONTGOMERY COUNTY COMMISSION
ATTN: DONALD MIMS
COUNTY ADMINISTRATOR
MONTGOMERY COUNTY, ALABAMA

ALABAMA STANDARD OF PRACTICE BOUNDARY AND TOPOGRAPHIC SURVEY FOR AN APPROXIMATELY 7.75 ACRES PARCEL OF LAND CONSISTING OF TAX PARCEL NUMBERS 11-06-14-3-011-004.000, # 11-06-14-3-011-002.000, # 11-06-14-3-011-003.000, # 11-06-14-3-011-002.001, AND LYING IN SECTION 14, T-16-N, R-17-E, AS RECORDED IN (DB 529, PG 1117) - MONTGOMERY COUNTY, (RLPY 2427, PG 111) - CALDWELL, (RLPY 174, PG 82) - COUNTY OF MONTGOMERY, (RLPY 3222, PG 387 - CHARLES), IN THE OFFICE OF THE JUDGE OF PROBATE, MONTGOMERY COUNTY, AL. AND A TOPOGRAPHIC SURVEY FOR APPROXIMATELY 1.27 ACRES OF LAND, BEING A PART OF TAX PARCEL NUMBER 11 06 143 0 1100 001.000, LYING IN SECTION 14, T-16-N, R-17-E, AS RECORDED IN (RLPY 3596, PG 35) - HALIM, IN THE OFFICE OF THE JUDGE OF PROBATE, MONTGOMERY COUNTY, AL.

Goodwyn, Mills and Cawood, Inc. (GMC) is pleased to take this opportunity to offer this proposal for our surveying services for the above-referenced project. Based upon recent discussions and available information, GMC is prepared to provide you Professional Land Surveying in accordance with the following:

Scope of Work: Alabama Standards of Practice Boundary and Topographic Survey

- Provide an Alabama Standards of Practice Certified Boundary and Topographic Survey on the Parcels described above. The property is located in Section 14, T-16-N, R-17-E, Montgomery County, Alabama.
- Survey will be in accordance with the minimum standard detail requirements for an Alabama Standards of Practice Certified Boundary and Topographic Survey.
- Survey will be referenced to the Alabama State Plane Coordinate System (East Zone), NAD 83(2011), EPOCH-2010, NAVD 88, GEOID 12B, US Survey Feet and show contours at 1' intervals.
- Survey will be tied to NGS Control Monuments.
- All visible structures, site improvements, and visible utilities within the survey limits will be shown.
- Any encroachments, fences and gates on or across the subject property will be shown.
- Finish Floor Elevations for all buildings, typically identified at a point immediately inside the threshold of the main entrance will be shown.
- A minimum of 3 control points will be set on site for future use. The control points will be ½" Rebar with a Red GMC Control Cap.
- All work will be performed by in-house GMC personnel.

Deliverables

- GMC will provide an electronic PDF for review and comments.
- GMC can provide an Auto-Cad version of the survey.
- GMC will provide signed and sealed hard copies of the drawing as needed.

Exclusions/Request

- GMC will need permission to access the property.
- GMC will need to be provided access to any gates on the property.
- GMC will show underground utilities if marked by Alabama One Call prior to starting the field work.
- No manual excavation of underground utilities are included in this survey.
- GMC can upgrade the survey to a ALTA/NSPS Survey for an additional Fee, if required.

GOODWYN, MILLS AND CAWOOD, INC.

2660 East Chase Lane, Suite 200

Montgomery, AL 36117

Tel 334.271.3200 Fax 334.272.1566

Schedule

- Field work to commence within 1 week after receiving the notice to proceed.
- The preliminary survey for review and comments will be completed within 5 weeks, sooner if possible, after starting the field work for the survey.
- Delivery date of the final surveys will depend on when all the comments are received for the surveys. A period of up to 5 days may be needed after receipt of the comments to allow for revisions to the surveys.
- Delivery date is also pending weather, site conditions and any unforeseen complications that may occur during the survey in which the client will be notified.
- Any additional surveying that may be required may add additional time to the schedule.

Fee / Billing

• Fee for the Boundary Survey	\$4,000.00
• Fee for the Topographic Survey	\$6,500.00
• Total Fee	\$10,500.00

Payments are due 30 days upon receipt unless otherwise agreed upon between CLIENT and GMC. If payment is not received within thirty (30) days from date of the receipt, a finance charge computed at 1 ½ % per month, calculated from said thirtieth (30th) day will apply. Should GMC incur attorney's fees for collection of payment, the amount owed to GMC shall include any and all said fees. Failure to make payment within ninety (90) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, GMC reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

General Terms and Conditions

- **Documents Provided By CLIENT:** CLIENT agrees to provide GMC with any and all documents necessary to perform services identified in this Agreement. In acceptance of this Agreement, GMC shall not be found liable for any damages that occur from said performed services as a result of omissions or errors in such documents.
- **Additional Services:** CLIENT agrees that if services not specified in this Agreement are provided at CLIENT's or authorized representative's request, CLIENT shall pay for all such services as extra work at the appropriate hourly rates.
- **Attorney's Fees:** If GMC is a prevailing party in any legal proceeding arising from or related to this Agreement, GMC shall be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- **Limitation of Liability:** GMC's total liability to CLIENT under this Agreement shall be limited to the total amount of compensation received for said surveying services by GMC.
- **Entire Agreement of Parties:** This Agreement contains the entire agreement of the parties and cannot be changed except by written agreement signed by both parties.

If this proposal is acceptable please sign below and return along with enclosed Billing Information Form. Thank you for this opportunity and I look forward to hearing from you soon.

Submitted by:


 GOODWYN/MILLS/CAWOOD, INC.

Approved by:


 MONTGOMERY COUNTY COMMISSION
 Donnie Mims - County Administrator

GOODWYN, MILLS AND CAWOOD, INC.

2660 East Chase Lane, Suite 200

Montgomery, AL 36117

Tel 334.271.3200 Fax 334.272.1566

Interoffice Memo

To: Myrtle Singleton

From: Lou Ialacci 

Cc: Rodney Smith

Date: April 28, 2016

RE: Bid No. 51965 – 16B-019 Security Cameras

Rodney Smith and I have reviewed the bid responses for bid number 51965-16B-019 for Security Cameras for Montgomery County Commission. We recommend you award the bid for the cameras to Graybar. They meet our specifications and their pricing over the life of the proposal is the lowest. They also provided extended warranty on the equipment.

We understand that the attached Proposal included in the bid document will need to be reviewed by the County Attorney and approved by the Commission.

If you have any questions please let me know. Thank you

May 16, 2016 - Minutes of Regular Meeting
Montgomery County Commission

[illegible]

Notes:

7.3

7-4

7-4

7-4

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

BUDGET FORM 5
AGENDA

MAY 16 2016

REQUEST NUMBER 3

DEPARTMENT:	Appraisal Department	REVIEWED:	S. Thomas	4/19/2016
DATE:	4/19/2016		Finance Director	Date
REQUESTED BY:	Clay Henley	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Insurance-Motor Vehicle	120-51985-272	4,800	(2,000)	2,800
Travel-Mileage	120-51985-260	9,000	2,000	11,000
TOTAL BUDGET CHANGE		13,800	0	13,800
TOTAL 2016 APPRAISAL BUDGET		3,148,555	0	3,148,555

Add \$2,000 to mileage reimbursement to cover cost due to late delivery of vehicles for field use.

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

BUDGET FORM 5
AGENDA

MAY 16 2016

Request Number 7

DEPARTMENT:	JUDGE OF PROBATE	REVIEWED:	S. Thomas	4/25/2016
	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
Election Workers' Fees	001-51911-175	124,000	(30,000)	94,000
Other Misc. Supplies	001-51911-219	97,000	15,000	112,000
Extra Help	001-51911-115	18,980	5,000	23,980
Office Supplies/Minor Equipment	001-51911-211	6,000	5,000	11,000
Advertising	001-51911-253	58,200	5,000	63,200
TOTAL		304,180	0	304,180

JUSTIFICATION:

To accommodate for ballot, staffing and equipment expense for 2016 PP Primary/Run-Off and for the publication expense of legally required notices.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

REQUEST NUMBER 3

BUDGET FORM 5
AGENDA

MAY 16 2016

DEPARTMENT:	PERSONNEL	REVIEWED:	S. Thomas	4/27/2016
DATE:	4/27/2016		Finance Director	Date
REQUESTED BY:	Carmen Douglas	APPROVED:		
Elected Official/Dept. Head	Personnel Director	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Insurance - Public Officials	123-51961.275	24,000	(100)	23,900
Dues and Membership Fees	123-51961.171	2,250	100	2,350
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		26,250	0	26,250

JUSTIFICATION:

To adjust budget for increased membership dues.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

BUDGET FORM 5
AGENDA
MAY 16 2016

REQUEST NUMBER 1

DEPARTMENT:	Risk Management	REVIEWED:	S. Thomas	4/26/2016
			Finance Director	Date
REQUESTED BY:	Scott Kramer	APPROVED:		
Elected Official/Dept. Head	Date	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Health - Employee Benefit	005-51997-141	160,000	(15,000)	145,000
Health - Medical & Dental	005-51997-158	10,103,000	(30,000)	10,073,000
Health - Prof. Services - A/B	005-51997-182	120,000	(5,000)	115,000
Health - Excess Health	005-51997-277	100,000	55,000	155,000
Health - Contract Services	005-51997-304	12,000	(5,000)	7,000
				0
				0
TOTAL		10,495,000	0	10,495,000

JUSTIFICATION:

To realign the budget to cover Excess Insurance premium cost.

Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission

Date Requisition Created: 4/15/2016 1:02:29 PM

Requisition ID: 8

Requisition Properties

Start Date	4/15/2016		WorkOrderNumber	
Desired Hire Date	4/25/2016		Recruitment Number	
Position Type			Prefer Position(s) to be Filled By	
Open Competitive	☒		Open Competitive	☒

Department and Class Information

Department Name		SelBudget		Job Class Code and Title	
Detention Facility	☒	Select Budget	☒	CO0419 - Corrections Office	☒
Override Dept Name		Certify Register from Alternate Job Class			
Select Department	☒	Select Job Class and Job Title			☒

List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

# Vac	Jurisdictions	Emp. Status
1 ☒	Montgomery County ☒	Full-Time ☒

Notes

Position #174 - Replacement of Becky Mingo

[View Details](#)**Requisition Supporting Information**

Proposed Effective Date of Hire		Pay Grade	County Payroll Number
Notes			
COUNTY USE ONLY		COUNTY USE ONLY	
Manpower Data Entered By		Manpower Data Entered On	

Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission
Requisition ID: 1019

Date Requisition Created: 4/27/2016 9:18:13 AM

Requisition Properties

Start Date	4/27/2016		WorkOrderNumber	
Desired Hire Date	5/9/2016		Recruitment Number	
Position Type			Prefer Position(s) to be Filled By	
Open Competitive	☐		Select One	☐

Department and Class Information

Department Name		SelfBudget		Job Class Code and Title	
Detention Facility	☐	50 - DETENTION FACILITY	☐	CO0447 - Detention Facility	☐
Override Dept Name		Certify Register from Alternate Job Class			
Select Department	☐	Select Job Class and Job Title			☐

List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

# Vac	Jurisdictions	Emp. Status
1 ☐	Montgomery County ☐	Full-Time ☐

+ Notes

Position #4 (Replacement of Myrtle Singleton)

[View Details](#)

Requisition Supporting Information

Proposed Effective Date of Hire		Pay Grade	County Payroll Number
---------------------------------	--	-----------	-----------------------

Notes

COUNTY
USE ONLY
Manpower
Data Entered
By

COUNTY
USE ONLY
Manpower
Data Entered
On



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Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission
Requisition ID: 1040

Date Requisition Created: 4/28/2016 10:08:24 AM

Requisition Properties

Start Date	4/28/2016		WorkOrderNumber	
Desired Hire Date	5/27/2016		Recruitment Number	
Position Type	Promotional	☒	Prefer Position(s) to be Filled By	☒

Department and Class Information

Department Name		SelfBudget		Job Class Code and Title	
Revenue Commission	☒	80 - REVENUE COMMISSION	☒	CO0015 - Administrative	☒
Override Dept Name		Certify Register from Alternate Job Class			
Select Department	☒	Select Job Class and Job Title			☒

List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

# Vac	Jurisdictions	Emp. Status	
1 ☒	Montgomery County ☒	Full-Time	☒
Notes			View Details
# Vac	Jurisdictions	Emp. Status	
1 ☒	Montgomery County ☒	Full-Time	☒
Notes			View Details
requesting approval to reallocate cust svc clerk to adm supp spec			

Requisition Supporting Information

Proposed			County
Effective	5/27/2016	Pay Grade A04	Payroll
Date of Hire			Number

Notes

COUNTY
USE ONLYCOUNTY
USE ONLY

Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission
Requisition ID: 1040

Date Requisition Created: 4/28/2016 10:08:24 AM

Requisition Properties

Start Date	4/28/2016		WorkOrderNumber	
Desired Hire Date	5/27/2016		Recruitment Number	
Position Type	Promotional	☒	Prefer Position(s) to be Filled By	☒

Department and Class Information

Department Name	☒	SelfBudget	☒	Job Class Code and Title	☒
Revenue Commission		80 - REVENUE COMMISSION		CO0015 - Administrative	
Override Dept Name		Certify Register from Alternate Job Class			
Select Department	☒	Select Job Class and Job Title			☒

List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

		# Vac	Jurisdictions	☒	Emp. Status	☒	
		1	Montgomery County		Full-Time		
		Notes					View Details
		# Vac	Jurisdictions	☒	Emp. Status	☒	
		1	Montgomery County		Full-Time		
		Notes					View Details
		requesting approval to reallocate cust svc clerk to adm supp spec					

Requisition Supporting Information

Proposed				County
Effective	5/27/2016		Pay Grade A04	Payroll
Date of Hire				Number

Notes

COUNTY
USE ONLY

COUNTY
USE ONLY

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 30

AGENDA

MAY 16 2016

Date: May 11, 2016
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: June 8, 2016 Return Date: June 9, 2016
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend the CGEI Ethics for Public Official and Employees Course

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

Check Mode of Transportation:

County Vehicle

☐
☒

Commercial Air

☐
☐

Private Vehicle

Other (Specify)

Total (est.) Cost: \$209.56

Advance Registration Required: \$0.00

Department Name: County Commission

Fund Name: General

Additional Comments: Registration - \$175 / Mileage - \$34.56

Registration transferred from Travel #21

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 5/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$209.56 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>\$19,206.78</u>	
Budget Available:	<u>\$3,293.22</u>	
Current Requests:	<u>\$209.56</u>	
Budget Balance:	<u>\$3,083.66</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/12/2016

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 31

AGENDA

MAY 16 2016

Date: May 12, 2016
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Long Beach, CA
Departure Date: July 22, 2016 Return Date: July 26, 2016
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend the NACo Annual Conference

Traveler (s) Name: 1. Dan Harris 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,937.00 Advance Registration Required: \$505.00
Department Name: County Commission Fund Name: General
Additional Comments: Registration - \$505 / Hotel - \$1,057 / Meals - \$375 / Air Fare - \$1,000

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

The above request is app. 5/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$2,937.00 and advance registration of \$505.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$22,500.00</u>
Approved Requests:	<u>\$19,206.78</u>
Budget Available:	<u>\$3,293.22</u>
Current Requests:	<u>\$3,146.56</u>
Budget Balance:	<u>\$146.66</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/12/2016

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 36

Date: May 3, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

AGENDA

MAY 16 2016

Request approval to be granted for the following:

Destination: Mobile, Alabama
Departure Date: May 23, 2016 Return Date: May 26, 2016
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: attend Digital Imaging & Video Recovery Team (DIVRT)

Traveler (s) Name: 1. Kenneth Gordon 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$700.00 Advance Registration Required: \$0.00
Department Name: Sheriff's Office Fund Name: 001-52110.265
Additional Comments: _____

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

The above request is app. 5/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$700.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$16,842.00</u>	
Budget Available:	<u>\$8,158.00</u>	
Current Requests:	<u>\$700.00</u>	
Budget Balance:	<u>\$7,458.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/4/2016

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

AGENDA

MAY 16 2016

Date: May 6, 2016
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Pigeon Forge, TN
Departure Date: July 31, 2016 Return Date: August 5, 2016
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: SSGT Defensive Instructor Recertification

Traveler (s) Name: 1. Lt. Carlos Parks 4. _____
2. Sgt. Martinez Tolbert 5. _____
3. Sgt. Marcus Townsend 6. _____

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

Total (est.) Cost: \$2,200.00 Advance Registration Required: \$975.00
Department Name: Sheriff (MCDF) Fund Name: General
Additional Comments: _____

To: Wanda J. Robinson, Director
From: Donald L. Mims, Administrator

The above request is app. 5/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$2,200.00 and advance registration of \$975.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-52200-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$8,696.20</u>
Budget Available:	<u>\$6,303.80</u>
Current Requests:	<u>\$2,200.00</u>
Budget Balance:	<u>\$4,103.80</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/12/2016

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 15

Date: May 9, 2016
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

AGENDA

MAY 16 2016

Request approval to be granted for the following:

Destination: Montgomery Hilton Inn
Departure Date: May 25, 2016 Return Date: May 25, 2016
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Alabama Legal and Ethical Issues for Mental Health Clinicians

Traveler (s) Name: 1. Dr. Warren Brantley 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$199.99 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. 5/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$199.99 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52603.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$11,000.00</u>	
Approved Requests:	<u>\$3,669.00</u>	
Budget Available:	<u>\$7,331.00</u>	
Current Requests:	<u>\$199.99</u>	
Budget Balance:	<u>\$7,131.01</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/10/2016

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Date: April 28, 2016
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

AGENDA

MAY 16 2016

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: May 25, 2016 Return Date: May 26, 2016
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Alabama State Data Center 2016 Data Conference Driving Miss Data

Traveler (s) Name: 1. Todd Grant 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$443.64 Advance Registration Required: \$50.00
Department Name: Appraisal Fund Name: Reappraisal
Additional Comments: REGISTRATION: \$50.00 HOTEL: \$175.00 MEAL: \$75.00
MILEAGE: \$143.64
TOTAL EST. COST: \$443.64

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

The above request is app. 5/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$443.64 and advance registration of \$50.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$7,212.03</u>	
Budget Available:	<u>\$22,787.97</u>	
Current Requests:	<u>\$443.64</u>	
Budget Balance:	<u>\$22,344.33</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 4/29/2016
cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

Date: May 5, 2016
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

AGENDA

MAY 16 2016

Request approval to be granted for the following:

Destination: Auburn, AL

Departure Date: June 5, 2016 Return Date: June 10, 2016

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: IAAO 552: Personal Property Audits, Basics & IAAO 553: Personal Property Audits, Advanced

Traveler (s) Name: 1. Marsha Keller 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,760.48 Advance Registration Required: \$750.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: REGISTRATION: \$750.00 HOTEL: \$500.00 MEAL: \$450.00
MILEAGE: \$60.48

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 5/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$1,760.48 and advance registration of \$750.00 is authorized.

Donald L. Mims, Administrator

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$7,212.03</u>	
Budget Available:	<u>\$22,787.97</u>	
Current Requests:	<u>\$2,204.12</u>	
Budget Balance:	<u>\$20,583.85</u>	

Reviewed by: S. Thomas

Date: 5/5/2016

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 19

Date: May 11, 2016
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

AGENDA

MAY 16 2016

Request approval to be granted for the following:

Destination: Sacramento, CA
Departure Date: July 31, 2016 Return Date: August 4, 2016
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend the 2016 IPAC Conference

Traveler (s) Name: 1. Margaret Broekhoven 4. _____
2. Brittany Lopez 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$4,156.00 Advance Registration Required: \$650.00
Department Name: Personnel Fund Name: Merit System
Additional Comments: Per Person: Registration: \$325.00; Airfare: \$800.00; Baggage Fee: \$40.00;
Food: \$375.00; Hotel: \$448.00 + Tax; Taxi: \$40.00; Tips: \$20.00;
Airport Parking: \$60.00

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

The above request is app. 5/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$4,156.00 and advance registration of \$650.00 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>\$6,854.63</u>	
Budget Available:	<u>\$13,145.37</u>	
Current Requests:	<u>\$4,156.00</u>	
Budget Balance:	<u>\$8,989.37</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 5/12/2016
cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 37

AGENDA

MAY 16 2016

Date: May 10, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Atlanta, Georgia
Departure Date: July 18, 2016 Return Date: July 21, 2016
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: attend 2016 29th DARE International Conference

Traveler (s) Name: 1. Kofee Anderson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,400.00 Advance Registration Required: \$395.00
Department Name: Sheriff's Office Fund Name: 749-52110.499
Additional Comments: _____

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

The above request is app. 5/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$1,400.00 and advance registration of \$395.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>749-52110.499</u> (ex: 000-00000-000)
Description:	<u>Administrative Expense</u>
Current Budget:	<u>\$356,500.00</u>
Approved Requests:	<u>\$119,738.00</u>
Budget Available:	<u>\$236,762.00</u>
Current Requests:	<u>\$1,400.00</u>
Budget Balance:	<u>\$235,362.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 5/12/2016
cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 38

Date: May 10, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

AGENDA

MAY 16 2016

Request approval to be granted for the following:

Destination: Atlanta, GA
Departure Date: November 8, 2016 Return Date: November 12, 2016
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: attend Grant Professional Association's 18th Annual Conference

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

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

Total (est.) Cost: \$2,000.00 Advance Registration Required: \$495.00
Department Name: Sheriff's Office Fund Name: 001-52110.265
Additional Comments: All Expense will be incurred in the 2017 Budget

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

The above request is app. 5/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$2,000.00 and advance registration of \$495.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$16,842.00</u>	
Budget Available:	<u>\$8,158.00</u>	
Current Requests:	<u>\$700.00</u>	
Budget Balance:	<u>\$7,458.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 5/12/2016
cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 39

Date: May 11, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

AGENDA

MAY 16 2016

Request approval to be granted for the following:

Destination: Selma, Alabama
Departure Date: June 20, 2016 Return Date: June 30, 2016
Conference Leave (Days / Hours): 8 Days
Purpose of Travel: DRE Training

Traveler (s) Name: 1. Sgt. Rick Thompson 4. _____
2. Cpl. David Alford 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$0.00
Department Name: Sheriff's Office Fund Name: 001-52110.265
Additional Comments: Other expenses are to be reimbursed through ADECA

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

The above request is app. 5/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

Donald L. Mims, Administrator

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$16,842.00</u>
Budget Available:	<u>\$8,158.00</u>
Current Requests:	<u>\$800.00</u>
Budget Balance:	<u>\$7,358.00</u>

Reviewed by: S. Thomas
Date: 5/12/2016
cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 40

AGENDA

MAY 16 2016

Date: May 11, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Jacksonville, FL
Departure Date: July 6, 2016 Return Date: July 10, 2016
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: DRE Training

Traveler (s) Name: 1. Sgt. Rick Thompson 4. _____
2. Cpl. David Alford 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$0.00
Department Name: Sheriff's Office Fund Name: 001-52110.265
Additional Comments: Other expenses are to be reimbursed through ADECA

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

The above request is app. 5/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$16,842.00</u>
Budget Available:	<u>\$8,158.00</u>
Current Requests:	<u>\$900.00</u>
Budget Balance:	<u>\$7,258.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/12/2016

cc: Finance Director / Buyer

1212

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 41

Date: May 11, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

AGENDA

MAY 16 2016

Request approval to be granted for the following:

Destination: Selma, Alabama
Departure Date: July 14, 2016 Return Date: July 14, 2016
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: DRE Training

Traveler (s) Name: 1. Sgt. Rick Thompson 4. _____
2. Cpl. David Alford 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$0.00
Department Name: Sheriff's Office Fund Name: 001-52110.265
Additional Comments: Other expenses are to be reimbursed through ADECA

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

The above request is app. 5/16/16 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$16,842.00</u>	
Budget Available:	<u>\$8,158.00</u>	
Current Requests:	<u>\$1,000.00</u>	
Budget Balance:	<u>\$7,158.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 5/12/2016
cc: Finance Director / Buyer

1213

Revised October 12, 2005

SUBGRANT AGREEMENT LOW INCOME WEATHERIZATION ASSISTANCE PROGRAM

Grant Agreement No.: LIWAP-028-16
Grant Amount: \$51,768.00

THIS AGREEMENT is entered into as of April 1, 2016, by and between the **Alabama Department of Economic and Community Affairs, Energy Division**, hereinafter, referred to as the "Department" or "ADECA," and the **Montgomery County Commission**, hereinafter, referred to as the "Subrecipient." The Agreement consists of sixteen typewritten pages and three attachments, as set forth and described below:

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

Subrecipient's DUNS number: 099839086

Federal Award Identification Number ("FAIN"): 16B1ALL1EA

Federal Award Date: October 22, 2015

Subaward Period of Performance Start and End Date: April 1, 2016 – September 30, 2016

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

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

Total amount of Federal Award: \$38,786,441.00

Federal Award project description: Low Income Low Income Home Energy Assistance

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

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

Contact information for awarding official: Jim Byard, Jr., Director

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

Indirect cost rate for the Federal Award: N/A

Terms and Conditions:

1. **PURPOSE:** The purpose of this Agreement is to assist the Department with its implementation of the Low Income Weatherization Assistance Program (LIWAP). The Subrecipient agrees to provide home weatherization assistance to qualified low-income persons in accordance with Department and Federal Regulations and Guidelines.
2. **FUNDING:** It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subrecipient under this Agreement exceed **\$51,768.00** for full and complete satisfactory performance. Any additional costs shall be borne by the Subrecipient. A budget itemizing allowable expenditures is attached and hereby made a part of this Agreement.
3. **DURATION:** The Subrecipient shall commence performance of this Agreement on April 1, 2016, and shall complete performance to the satisfaction of the Department not later than September 30, 2016.

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

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

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

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

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

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

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

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

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

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

will be binding upon each Subcontractor or Vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

8. COPELAND "ANTI-KICKBACK" ACT: For all prime construction contracts in excess of \$2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland "Anti-Kickback" Act, the Department shall report such violation to the Federal awarding agency.
9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: In the event this contract or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that

a Contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

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

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

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

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

14. **BYRD ANTI-LOBBYING ACT:** Contractors and Subrecipients shall comply with the Byrd Anti-Lobbying Act, 31 U.S.C. 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier to the non-Federal Award.
15. **PROCUREMENT OF RECOVERED MATERIALS:** 2 CFR 200.322 provides that a non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

the funds, materials, property, or services contributed by the Subrecipient or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

20. **HUMAN TRAFFICKING PROVISIONS:** This Award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).
21. **PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS:** It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.
22. **MANDATORY DISCLOSURES:** Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in a timely manner in writing to the Department, all violations of Federal criminal law involving fraud, bribery, or gratuity violations.
23. **NOT TO CONSTITUTE A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26.
24. **CONFLICTING PROVISION:** If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
25. **IMMUNITY AND DISPUTE RESOLUTION:** The parties to this agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of the agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama pursuant to § 41-9-60 *et seq.* Code of Alabama 1975.

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

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

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

27. **ACCESS TO RECORDS:** The Director of the Department, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized

representatives shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to Subrecipient personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period, but shall last as long as the records are retained.

28. **ASSIGNABILITY:** The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto. Provided, however, that claims for money due, or to become due to the Subrecipient from the Department under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.
29. **CONTINGENCY CLAUSE:** It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Agreement is made. If this agreement involves Federal funds, the amount of this Agreement will be adjusted by the amount of any Federal recessions and/or deferrals.

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

30. **CONFLICT OF INTEREST:** A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for Award: (1) the individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The Subrecipient certifies by signing this Agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this Agreement nor will the Subrecipient hire any person having such conflicting interest. The Subrecipient further certifies that it will maintain a written code of standards governing the performance of persons engaged in the Award and administration of contracts and subgrants.
31. **INDIRECT COSTS:** In accordance with 2 CFR §200.331(a)(1)(xiii) and (a)(4), and 2 CFR §200.414, Subrecipients of Federal Awards may charge indirect costs to the Award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will not negotiate indirect cost rates with Subrecipients, but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR §200.68. If requesting the 10% de minimis rate, Subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR §200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal Award. Once chosen, the method must be used consistently for all Federal Awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.
32. **AUDIT REQUIREMENTS:** All Subrecipients of Federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any Subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in their fiscal year,

from ADECA. they must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

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

Copies of all required audits must be submitted to:

Alabama Department of Economic and Community Affairs (ADECA)
ATTENTION: Chief Audit Executive
401 Adams Avenue
P.O. Box 5690
Montgomery, Alabama 36103-5690

And an additional copy to:

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

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

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

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

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

35. **DISCLOSURE STATEMENT:** Unless otherwise exempt under § 41-16-82, Code of Alabama 1975, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts, or grant proposals in excess of \$5,000.

36. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, the Alabama Competitive Bid Law (§ 41-16-1 *et seq.*, Code of Alabama 1975), the Alabama Public Works Law (§ 39-1-1 *et seq.*, Code of Alabama 1975), any State permitting requirements, the Alabama Open Meetings Act (§ 36-25a-1 *et seq.*, Code of Alabama 1975), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, *et seq.*, Code of Alabama 1975).

By signing this Agreement, the parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

ATTACHMENT	DATE	NUMBER OF PAGES
A: Work to be Performed	April 1, 2016	1
B: Budget Sheet	April 1, 2016	1
C: Beason-Hammon Compliance	April 1, 2016	1

39. **METHOD OF PAYMENT:**

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

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

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

- B. All invoices shall be prepared in the invoice format provided by the Energy Division of the Department and must be accompanied by copies of all pertinent source documentation. The

final invoice shall be due no later than thirty (30) days after the termination or expiration of this Agreement.

- C. The Subrecipient should only request advanced funds that will be expended within thirty (30) days. Every attempt to expend advance funds in a timely manner must be made. Any advanced funds not utilized thirty (30) days after receipt must be refunded to the Department. If advanced funds are not expended within the thirty days the Subrecipient may submit a written request along with documentation which explains why advanced funds were not spent and how and when funds will be spent. If request is denied funds must be returned immediately.
- D. Comparison of actual outlays with budgeted amounts for each grant, and which relate financial information with performance/productivity data, including the production of unit costs information.
- E. Invoicing as closely as possible to the time of making disbursements in accordance with 2 CFR §200.305 (b).
- F. Subrecipients shall promptly remit to the Department interest earned on advances. The Subrecipient may keep interest amounts up to \$500 per year for administrative expense in accordance with 2 CFR §200.305 (b), (9).
- G. All unexpended grant funds shall be returned to the Department as soon as possible after the termination date, but not to exceed thirty (30) days.

40. REPORTS, RECORDS, AND EVALUATIONS:

- A. The Subrecipient shall maintain such records and accounts which provide for:
 - (1) Accurate, current, and complete disclosure of the financial results of each grant program. When the Department requires reporting on an accrual basis, the Subrecipient shall not be required to establish an accrual accounting system, but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.
 - (2) Records that identify adequately the source and application of funds for grant supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
 - (3) Effective control over and accountability for all funds, property, and other assets. Subrecipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes in accordance.
 - (4) Accounting records sufficient to document financial activity under this Agreement to include, but not limited to, a separate ledger for Weatherization receipts and disbursements, time distribution reports by pay periods, payrolls, bids, purchase orders, property inventory records, and a perpetual inventory system for materials, source documents in support of all purchases, and claims for reimbursements.
 - (5) A systematic method to assure timely and appropriate resolutions of audit findings and recommendations.

- (6) Written contracts for all independent Contractors hired to implement this Agreement. A signed copy of such contracts shall be kept by the Subrecipient for each Contractor.
- B. The Subrecipient agrees that the Department or its agents may carry out monitoring and evaluation activities as often as necessary to meet Program requirements and to maintain Program efficiency. Those visits will include reviews of pertinent documents and personal interviews with Program recipients. The Subrecipient further agrees to ensure the effective cooperation of its staff and board members in such efforts.
- C. The Subrecipient shall make regular financial, program progress, and other reports as requested by the Department or the administrator of the Federal Grantor Agency.
- D. Any and all documents referenced in the "Access to Records" clause above shall be kept for a period of at least three years from the receipt of final payment, or longer if cited in Operations Manual for Weatherization Programs with the exception of the following qualification:

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

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

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

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

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

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

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

41. PROPERTY MANAGEMENT:

- A. No equipment may be purchased with the funds provided by the Department under this Agreement without the prior written approval of the Department. Equipment is defined by 2 CFR 200.33 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equal or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.
- B. The Department shall have the right to determine at the termination or completion of this Agreement or at a later date should the project activities continue to be undertaken by the Subrecipient, the title, ownership and disposition of all property and materials acquired under this Agreement with funds awarded by the Department.
- C. The Subrecipient shall comply with Property Acquisition and Management Standards of 2 CFR Part 200, as implemented by DOE Rules of Financial Assistance (2 CFR Part 910).

42. CONDITIONS AND ASSURANCES:

A. Subrecipient Compliance

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

B. Subrecipient Legal Authority to Participate

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

C. Warrants Against Person and/or Selling Agency

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

D. Site Visits

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

E. Publications

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

F. Copyrights

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

G. Protections Regarding Applicant Information

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

H. Relocation Assistance and Real Property Acquisitions

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

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

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

J. Historic Preservation

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Subrecipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800.

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

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

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

K. Covenant Against Contingent Fees

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

L. Religious Activity Prohibitions

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

M. Standard Work Specification Requirements

All weatherization work performed with HHS funds by the Subrecipient or any of its contractors must meet the guidelines and specifications outlined in the Standard Work Specifications (SWS) provided by the Department of Energy (DOE) and the National Renewable Energy Laboratory

(NREL). The Alabama Weatherization Field Guide will be updated to include specifications and references to the Standard Work Specifications (SWS) and must be adhered to when performing weatherization work. Additional information regarding the Standard Work Specifications can be found at <https://sws.nrel.gov/>. This assurance must be included in all contracts and subcontracts entered into by the Subrecipient and/or any of its contractors/subcontractors.

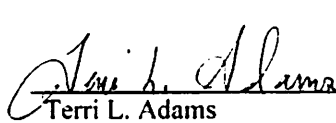
N. Nondisclosure and Confidentiality Agreement Assurances

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

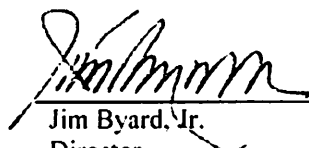
IN WITNESS WHEREOF THE DEPARTMENT AND THE SUBRECIPIENT HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW:

Alabama Department of Economic & Community
Affairs
Department

Montgomery County Commission
Subrecipient

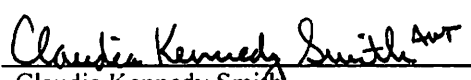
 April 14, 2016
Terri L. Adams Date
Energy Division Chief

Authorized Official for Subrecipient Date

 April 18, 2016
Jim Byard, Jr. Date
Director

Subrecipient Witness Date

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

 4/15/16
Claudia Kennedy Smith Date
General Counsel

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT NO. LIWAP-028-16

ATTACHMENT A

WORK TO BE PERFORMED

April 1, 2016

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

COUNTY

NUMBER OF UNITS

MONTGOMERY	6

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

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT AGREEMENT: LIWAP-028-16

ATTACHMENT B

Budget Sheet

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

GRAND TOTAL: \$51,768.00

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

GRANTEE LEGAL

NAME:

MONTGOMERY COUNTY COMMISSION

AGREEMENT NO. LIWAP 028-16

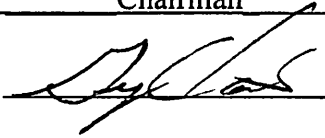
Signature: _____

FEIN NO. 63-6001653

Typed Name: Elton N. Dean, Sr.

DUNS NO. 099839086

Title: Chairman

Signature: 

Typed Name: Greg Clark

Title: Executive Director

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

Board Chairperson (name and signature)

Commissioner Elton N. Dean, Sr.

OFFICIAL SEAL

(if available)

Street Address

P.O. Box 1667

Montgomery, Alabama 36102-1667

Date

MAILING ADDRESS:

Montgomery County Commission

P.O. Box 1667

Montgomery, Alabama 36102-1667

LOCATION OF ENTITY RECEIVING

AWARD:

CARPDC

430 S. Court St.

Montgomery, Alabama 36104

Phone No. 334-262-4300



State of Alabama Disclosure Statement

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

ENTITY COMPLETING FORM	Montgomery County Commission	
ADDRESS	PO Box 1667	
CITY, STATE, ZIP	Montgomery, AL 36102	TELEPHONE NUMBER (334) 832-1210

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD		
ADECA-ED		
ADDRESS		
401 Adams Avenue, PO Box 5690		
CITY, STATE, ZIP	Montgomery, AL 36103-5690	TELEPHONE NUMBER (334) 262-5365

This form is provided with:

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

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

☐ Yes ☒ No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

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

☐ Yes ☒ No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

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

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

13-22

State of Alabama)
County of Montgomery)

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

DATE: _____

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

Weatherization Assistance Program – Grant No. LIWAP 028-16 by and between
Montgomery County Commission (MCC) (Contractor/Grantee) and
State of Alabama (State Agency, Department or Public Entity)

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

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

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

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

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

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

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

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

Certified this _____ day of _____ 20 16.

Montgomery County Commission

Name of Contractor/Grantee/Recipient

By: _____

Its Chairman

The above Certification was signed in my presence by the person whose name appears above, on
this _____ day of _____ 20 16.

WITNESS: _____

Printed Name of Witness

13-23

MAY 16 2016

May 12, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer 
Director of Risk Management

SUBJECT: Medical Trends, ADA Transition Plan and Life Insurance

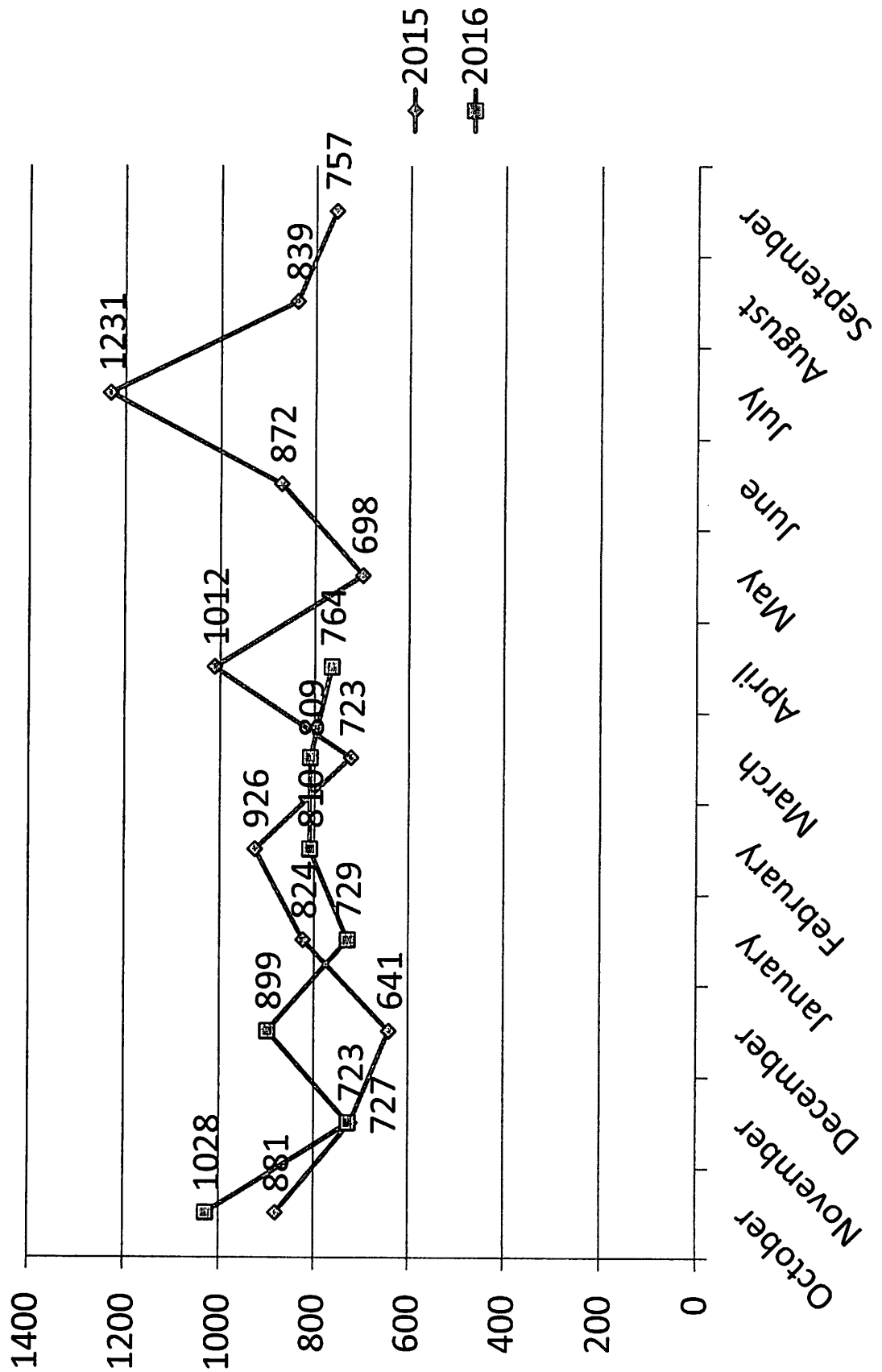
There are a few items I wanted to discuss with the County Commission at the next meeting.

- **Medical trends** – Please see the attached charts. While the current year's overall medical cost is trending a little less than last year, the increase in prescription costs (over 20%) is a concern. The prescription costs now represent 38% of the total BCBS healthcare claim costs. I would like to recommend a 5% increase in the County contributions from \$665/month to \$698/month with no changes to the employee contribution rates. I am also going to recommend some changes to the prescription plan (limiting the number of participating providers, adding more tiers) in the next few weeks.
- **ADA Transition Plan** - As you are aware, to ensure future Federal funding from the Department of Transportation, the Montgomery County Commission has coordinated with CARPDC to become ADA compliant in our rights of way and parks. CARPDC has outlined deficiencies related to our parks and rights of way which need to be addressed in the 3 in accordance with the ADA. As part of the requirement to provide a transition plan in July of this year, I have scheduled a public hearing on 5/24/16 to get feedback from different advocacy groups.

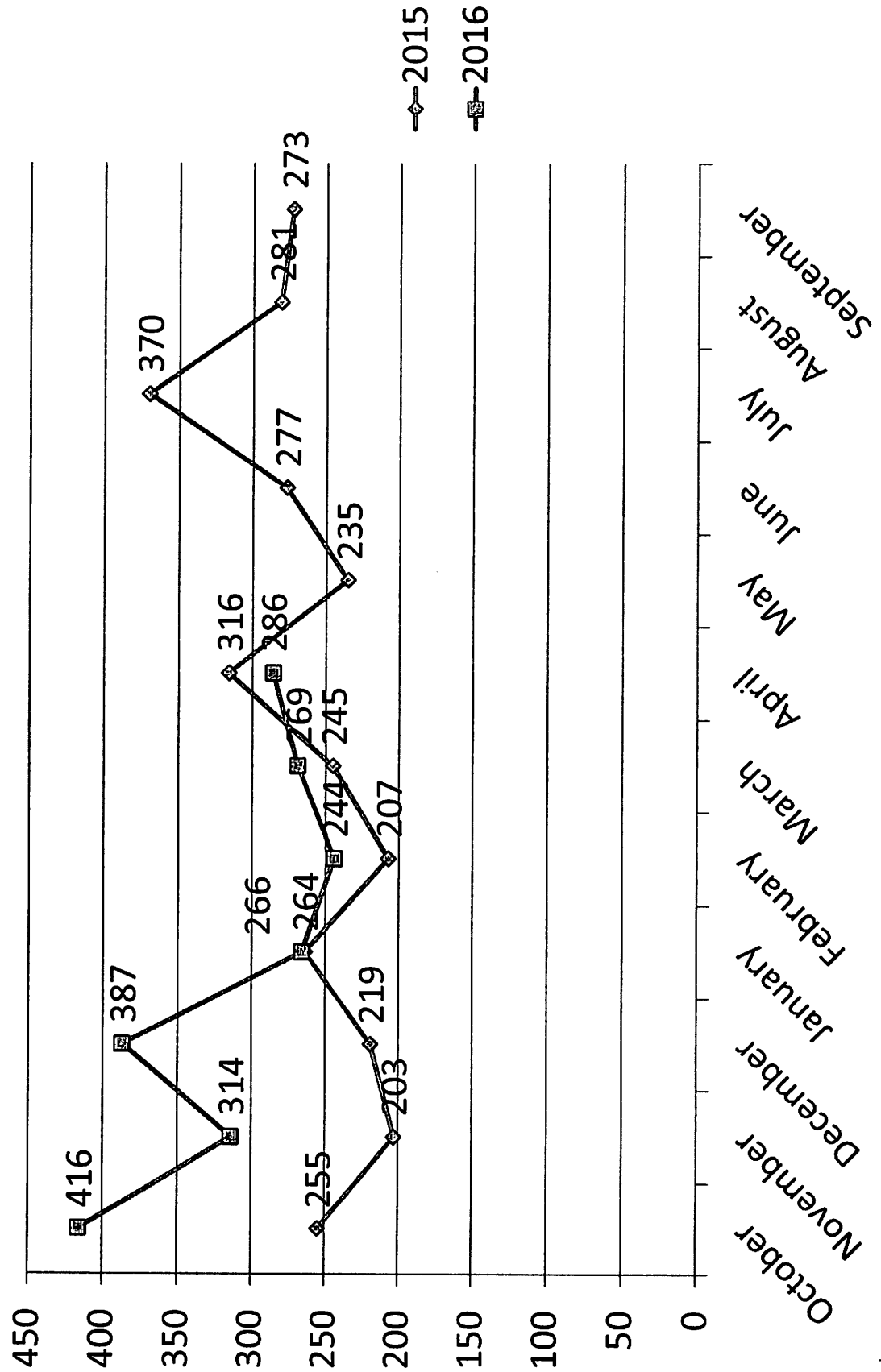
- **Life Insurance RFP** – After initiating an RFP for the County Commission's Group Life and AD&D insurance coverage, John Dorrough with Harmon Dennis Bradshaw secured a rate of \$.10 / \$1000 of coverage plus the broker fee. This rate is substantially less than the current rate of \$.155 / \$1,000 and will result in approximately \$19,000 in savings.

cc: Florence Cauthen, Deputy Administrator

BCBS Claim Costs by Fiscal Year Trend of First 6 Months of 2016 – 2.1% < 2015



BCBS Prescription Claim Costs by Fiscal Year Trend of First 6 Months of 2016 – 19.1% > 2015



Appendix B: Summary of Compliance Issues

Loc #	Name of Facility	Street Address	Barriers to accessing this facility?	Facility area ADA compliant?	Please describe ADA non-compliance issues.
1/1	Annex 1	100 South Lawrence Street Mont., AL 36102	No	No	Parking, Exterior Accessible Routes, Curb Ramps, Entrance
2/1	Annex 2	125 Washington Avenue Mont., AL 36104	No	No	Parking, Exterior Accessible Route, Ramps
3/1	Annex 3	101 S Lawrence Street Mont., AL 36104	No	No	Curb Ramps, Ramps, Entrance
4/1	Annex 4	530 South Lawrence Street Mont., AL 36104	No	No	Parking, Exterior Accessible Route, Entrance
5/1	County Courthouse	251 S. Lawrence Street Mont., AL 36104	No	No	Parking, Exterior Accessible Route, Entrance
6/1	Tax Appraisal Office	131 South Perry Street Mont., AL 36104	No	No	Parking, Curb Ramps, Entrance
9/1	Detention Fac (incl. mech. bldg.)	250 S. McDonough Street Mont., AL 36104	Yes	No	Parking, Ramps, Curb Ramps, Entrance
9/1	Detention Facility Addition	250 S. McDonough Street Mont., AL 36104	No	No	Parking, Ramps, Curb Ramps, Entrance
11/1	Probate & Revenue East (lease)??? (Extension Office?)	5340 Atlanta Highway Mont., AL 36109	No	Yes	N/A
12/1	Probate & Revenue West	3075 Mobile Highway Mont., AL 36108	No	No	Parking
17/1	Parking Deck	200 Scott Street Mont., AL 36104	No	No	Parking, Exterior Accessible Routes
18/1	Personnel (lease)	27 Madison Avenue Mont., AL 36104	No	No	Entrance
22/1	Greil (Atty Gallion's) Building	305 S. Lawrence St. Mont., AL 36104	Yes	No	Parking, Exterior Accessible Route, Curb Ramps, Entrance

23/1	Flatwood Community Center	360 Williams Drive Mont., AL 36110	Yes	No	Parking, Exterior Accessible Route, Entrance
27/1	Ramer Library (lease)	5444 Highway 94 Ramer, AL 36069	No	No	Parking
28/1	Hope Hull Library	273 Federal Road Hope Hull, AL	No	No	Parking, Exterior Accessible Route, Entrance
29/1	Pine Level Library	20 Cohn Drive Pine Level, AL 36065	Yes	No	Parking, Exterior Accessible Route, Ramps
30/1	Prestwood (Pardon & Parole)	350 Adams Avenue Mont., AL 36104	Yes	No	Parking, Curb Ramps, Entrance
31/1	Community Corrections	301 Adams Avenue Mont., AL 36104	Yes	No	Parking, Curb Ramps, Entrance
32/1	Community Corrections - 2	125 S. McDonough Street Mont., AL 36105	Yes	No	Parking, Curb Ramps, Entrance
33/1	On-site Clinic	300 S. Hull Street Mont., AL 36104	No	No	Parking, Entrance
34/1	Pike Road Library (lease)	9583 Vaughn Road Mont., AL 36064	No	No	Parking, Entrance
35/1	Pike Road Library (lease)	9585 Vaughn Road Mont., AL 36064	No	No	Parking, Entrance
36/1	Pike Road Library (lease)	9589 Vaughn Road Mont., AL 36064	No	No	Parking, Entrance
43/1	Probate/Revenue Office	5447 Atlanta Hwy Mont., AL 36109	No	No	Parking
44/1	Probate/Revenue Office	5449 Atlanta Hwy Mont., AL 36109	No	No	Parking
46/1	N/A	3425 McGehee Rd, Mont., AL 36111	No	No	Parking

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, June 6, 2016, at 8:00 in the morning.

Donald Z. Morris

Administrator

Edton N. Hearn

Chairman