

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JUNE 20, 2016

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:08 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. Chairman Dean, Vice Chairman Harris, Commissioner Walker and Commissioner Williams were present. Commissioner Hall was absent.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

DISCUSSION BY THE COMMISSION

Commissioner Walker requested a \$1,500 miscellaneous appropriation from her account to Friends of the Montgomery Clean City Commission, Inc., for the Lagoon Park Trail Project.

Commissioner Williams requested an \$800 miscellaneous appropriation from his account to City of Montgomery, to be used by BONDS to support Chisholm Improvement Association, with funding for an entrance sign.

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

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims informed the Commission that the summer students would be attending the Formal Session.

Administrator Mims stated that during the last County Commission meeting, Sheriff Derrick Cunningham expressed objections to the issuance of a liquor license to King's Bar and Grill, which is located at 14716 Troy Highway, Mathews, AL 36052. He stated that the applicant, Jewel Jean, will address the Commission during the public comment portion of the Formal Session.

PRESENTATION BY AREA DIRECTOR KENYATTE HASSELL WITH YOUNG LIFE
AND VICE PRESIDENT OF SOUTHERN DIVISION LESLIE SANDERS WITH THE
ALABAMA POWER COMPANY

Area Director Kenyatte Hassell with Young Life and Vice President of Southern Division Leslie Sanders with the Alabama Power Company briefed the Commission regarding the program and requested funding in the amount of \$10,000. After discussion, the Commission agreed to waive rules and add a Budget Change Request in the amount of \$10,000 to the agenda.

PRESENTATION BY ASSISTANT DIRECTOR SAUNDRA IVEY WITH THE GIFT OF
LIFE FOUNDATION AND JUVENILE PROBATION SUPERVISOR BEVERLY WISE
WITH THE MONTGOMERY COUNTY YOUTH FACILITY

Assistant Director Sandra Ivey with the Gift of Life Foundation and Juvenile Probation Supervisor Beverly Wise requested a Letter of Support on behalf of Gift of Life for the Grant OJJDP FY 2016 Reducing Reliance on Confinement and Improving Community-Based Responses for Girls At Risk of Entering the Juvenile Justice System (CFDA #16.370). Ms. Wise stated that the Youth Facility is in support of the program. After discussion, the Commission agreed to waive rules and add the Letter of Support to the agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding Budget Change Request Numbers 8 and 9 from the Engineering Department. After discussion, the Commission agreed to place these items on the next agenda.

Mr. Speake advised that Assistant Engineer James Kelley met with representatives of Alabama Department of Transportation (ALDOT) on June 14, 2016, concerning the previous request for a traffic signal on U.S. 80 at Wares Ferry Road and Pike Road. At this meeting ALDOT rejected the request for the traffic signal. However, ALDOT did agree to make some safety improvements at this intersection to include rumble strips, upgrades to "intersection ahead" signs, obtaining additional traffic counts to compare with traffic current data, and an investigation of the vertical curve at this location to determine what level of work would be needed to improve sight distances. Bishop Jimmy Lee Sawyer presented the Commission with a letter form ALDOT which summarized these commitments. After discussion, the Commission agreed for a representation from ALDOT and Bishop Sawyer to meet with the Commission at a future meeting. (Copy of Letter, Agenda Page 24-1, is attached to these Minutes.)

Also, Mr. Speake briefed the Commission regarding an email from Ms. Stacey Roten dated May 24, 2016, concerning maintenance of storm ditch/alley in the Selbrook Neighborhood. Mr. Speake stated that maintenance of these ditches is not the responsibility of the County. (Copies of Email and Information, Agenda Items 25-1 through 25-7, are attached to this Minutes.)

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen presented Amendment Number 1 to Contract with G & K Services, Inc., regarding uniform rental, Contract Number 51901-13B-014. After discussion, the Commission agreed to waive rules and add this Amendment to the agenda.

Deputy Administrator Cauthen presented Amendment Number 1 to Contract with MSF, Inc., to Provide Security Guard Services at the South Probate/Revenue Office, Contract Number 51100-16B-004. After discussion, the Commission agreed to waive rules and add this Amendment to the agenda.

PRESENTATION BY DIRECTOR OF RISK MANAGEMENT SCOTT KRAMER

Director of Risk Management Scott Kramer briefed the Commission regarding an authorization for the Mayor of Montgomery to execute on behalf of the Downtown Environmental Alliance (DEA), a proposed Scope-of-Work (SOW) 2a from CH2M HILL Engineers, Inc., for 2016 Field Activities for the Montgomery Downtown Environmental Assessment Project (DEAP). After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mr. Kramer briefed the Commission regarding a Background Consumer Report Policy. Vice Chairman Harris expressed concerns regarding including credit checks in background employment checks. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Kramer presented an Agreement with Employment Screening Services, Inc., regarding background screening for potential County employees. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION MS. STACEY ROTEN WITH SELBROOK NEIGHBORHOOD

Ms. Stacey Roten and several other residents from the Selbrook Neighborhood briefed the Commission regarding maintenance of ditches along the side and rear lot lines of various residential lots in Selbrook Subdivision as described in a May 24, 2016, email from Ms. Stacey Roten. Mr. Speake stated that, according to previous resolutions approving maintenance of streets in this subdivision, these ditches are not maintenance responsibility of the County.

After discussion, the Commission agreed for Administrator Mims, Deputy Administrator Cauthen, County Engineer George C. Speake, and Assistant Engineer James Kelley meet with the Montgomery Water Works and Sewer Board to determine which drainage ditches are private and public.

PRESENTATION BY CHIEF PROBATE CLERK WILLIAM FLOWERS

Chief Probate Clerk William Flowers briefed the Commission regarding a Memorandum of Understanding with the Town of Pike Road and the Montgomery Election Center regarding

Conduct of Regular Municipal Election – August 23, 2016, in the Town of Pike Road. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Flowers briefed the Commission regarding a Resolution Approving Relocation of Polling Place in Montgomery County Commission District Five Represented by County Commissioner Andrew Hall. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Flowers informed the Commission that he would present several Position Fill Requests for Customer Service Clerks as waived rules items at the next meeting. There was no objection by the Commission.

PRESENTATION BY DIRECTOR JAUNITA OWES WITH THE MONTGOMERY CITY-COUNTY LIBRARY

Director Jaunita Owes with the Montgomery City-County Library requested funding in the amount of \$10,000 for new HVAC unit for the Pintlala Branch Library. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$10,000 on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding Board Member appointments to the Montgomery City/County Public Library Board. The Commission agreed to place the reappointment of Ms. Amy Knudsen on the next agenda and agreed to discuss an appointment for the vacant position at the next meeting.

Administrator Mims presented an Agreement with the State of Alabama Department of Examiners of Public Accounts regarding reimbursement of costs associated with the annual audit of federal financial assistance received by Montgomery County. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Budget Change Request Number 1 from the Detention Facility, Budget Change Request Number 1 from the Recreation Board, Budget Change Request Number 3 from the Sheriff's Office and Budget Change Request Number 5 from the Youth Facility. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented a Position Fill Request for Corrections Officer Trainee (CO0419)/Corrections Officer (CO0420), Position Number 221 from the Detention Facility. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding a letter from the Montgomery Dragonboat Festival requesting funding in the amount of \$5,000 for the event. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$5,000 for this event on the next agenda.

Administrator Mims presented an email from Ms. Cubie Hayes requesting funding in the amount of \$500 for Lanier High School to participate in the Dragon Boat Races. Commissioner Williams requested a \$500 miscellaneous appropriation from his account for this event. The Commission agreed to place this item on the next agenda.

Administrator Mims presented a brochure from Pastor Cromwell Handy with Dexter Avenue King Memorial Baptist Church regarding Forward March: The Legacy Center Campaign and Statue Project. The Commission asked to schedule Pastor Handy to meet with Chairman Dean, Vice Chairman Harris and Administrator Mims.

Administrator Mims presented an email from Event Chairperson Carolyn Thorne with Independent Rights & Resources (formerly The Montgomery Center for Independent Living) requesting Funding in the Amount of \$5,000 for the Program. He stated that in August 2015, Chairman Dean appropriated \$1,000 to the Montgomery Center for Independent Living for Operational Expenses. The Commission agreed for Ms. Thorne to visit with them at their next meeting.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for June and July.

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

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

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

PRESENTATION BY EXECUTIVE DIRECTOR NATHAN COOK WITH ONE PLACE FAMILY JUSTICE CENTER

Executive Director Nathan Cook with One Place Family Justice Center requested funding in the amount of \$50,000 for the Executive Director's salaries and benefits for the upcoming fiscal year. He stated that the City is committed for \$50,000 if the County commits. After discussion, the Commission agreed to place this item on the next 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.

The meeting was opened with prayer led by Pastor D'Linell Finley of Southlawn Baptist Church at the request of Vice Chairman Harris.

The Pledge of Allegiance was led by the students of the Montgomery County 2016 Student Apprentice Program at the request of Vice Chairman Harris.

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

Vice Chairman Harris made a motion to approve the Minutes of the Regular Meeting of June 6, 2016. The motion was seconded by Commissioner Walker and unanimously approved by the Commission.

CONSENT AGENDA

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

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

PUBLIC HEARING

SHERIFF'S OFFICE – PUBLIC HEARING REGARDING APPLICATION TO THE DEPARTMENT OF JUSTICE, FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR FISCAL YEAR 2016

PUBLIC HEARING NOTICE

The Montgomery County Commission will hold a public hearing to discuss the Montgomery County Sheriff's Office application to the Department of Justice, Justice Assistance Grant for FY 2016. The Montgomery County Commission will consider the issue at the County Commission meeting scheduled for 9:30 a.m. on Monday, June 20, 2016. The Commission will meet in the County Commission Chambers, on the 1st floor at 101 South Lawrence Street, Montgomery, AL. Those wishing to comment may do so at that time.

End of Public Hearing Notice

Chairman Dean opened the Public Hearing and asked if anyone in the audience wanted to speak regarding the application to the Department of Justice, for the Edward Byrne Memorial Justice Assistance Grant for Fiscal Year 2016. No one addressed the Commission and Chairman Dean closed the Public Hearing.

NEW BUSINESS

SHERIFF'S OFFICE – APPROVED AUTHORIZATION OF GRANT APPLICATION AND RELATED INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF MONTGOMERY FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR FISCAL YEAR 2016

Administrator Mims presented the following memorandum from Sheriff Cunningham:

MEMORANDUM

Date: 13 June 2016

To: Mr. Donnie Mims

From: Sheriff D. Cunningham

Subject: 2015 Edward Byrne Memorial Justice Assistance Grant

As you are aware, on 18 May, 2016, the Sheriff's Office advised the County Commission of our intent to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG) for the 2016 fiscal year. I would like to place the approval of the Inter Local Agreement along with the public hearing for comments on the agenda of the next County Commission Meeting scheduled for Monday, June 20th, 2016. I have attached a copy of the ad that was sent to the Montgomery Advertiser which was advertised starting on 9 June, 2016 through 16 June, 2016, and a copy of the Inter Local Agreement for the Commission Signatures

/s/ Sheriff D. Cunningham

Attachments:

Copy of first Notice 8-18-16

Copy of Advertisement, Montgomery Advertiser

Copy of the Inter Local Agreement.

End of Memorandum

Vice Chairman Harris made a motion to approve the Grant Application and related Interlocal Cooperation Agreement. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Interlocal Cooperation Agreement, Agenda Pages 1-2 through 1-8, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AUTHORIZATION OF COOPERATIVE AGREEMENT
FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 5ATL
(FY2015 - \$51,870.16)

Administrator Mims presented the following memorandum from Sheriff Derrick Cunningham:

May 11, 2016

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT: Homeland Security Grant
5ATL Grant - \$51,870.16

I am requesting that the County Commission approve the above-mentioned grant at the next Commission meeting. After the grant is approved, please have Mr. Dean sign the agreements. Please let my Administrative Assistant, Christie, know once these agreements have been signed and she will pick them up.

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

encls.

End of Memorandum

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

SHERIFF'S OFFICE – APPROVED AMENDMENT TO CONTRACT WITH LEGACY
INMATE COMMUNICATIONS REGARDING INMATE TELEPHONE SERVICE

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

June 13, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Amendment to Legacy Inmate Communications Agreement

At the Montgomery County Commission meeting on June 6, 2016, Sheriff Derrick Cunningham presented an Amendment to the Legacy Inmate Communications Agreement that institutes changes required by the Federal Communications Commission and asked that the Amendment be placed on the next agenda.

On behalf of Sheriff Cunningham, I request that the Amendment be approved by the Commission at its meeting on June 20, 2016.

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Memoranda, Amendment, Letter, Agreement, and Attorney Gallion's Opinion, Agenda Pages 3-2 through 3-13, are attached to these Minutes.)

BOARD OF REGISTRARS – ADOPTED RESOLUTION AND APPROVED
AUTHORIZATION OF AGREEMENT FOR NATIONAL VOTER REGISTRATION ACT
(NVRA) NOTICES POSTAGE PAYMENT

Administrator Mims presented the following memorandum from Chairman of Montgomery County Board of Registrars George M. Noblin:

MEMORANDUM

Date: May 30, 2016

TO: Donald L. Mims, Administrator
Montgomery County Commission

FROM: George M. Noblin, Chairman
Montgomery County Board of Registrars

RE: Agreement and Resolution for National Voter Registration Act Notices Postage Payment

Attached is a communication from Secretary of State John Merrill providing an Agency Agreement and Resolution, pursuant to the mailing, conducted every four years, of NVRA voter notices for voter file maintenance, allowing his office to act as Montgomery County's agent for purpose of paying the postage associated with the mailing, the first of which will begin in January of 2017. The County will be reimbursed for the postage expenses associated with the voter file maintenance process.

Please place this on the June 20, 2016 agenda for the Commission to adopt the resolution and approve the agreement for the National Voter Registration Act Notices Postage Payment.

The Secretary requests that the signed Resolution and Agreement be returned by July 29, 2016.

End of Memorandum

Vice Chairman Harris made a motion to adopt the resolution and approve the agreement. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Resolution, Agreement and Letter, Agenda Pages 4-2 through 4-4, are attached to these Minutes.

COUNTY COMMISSION – ADOPTED RESOLUTION WITH THE CITY OF MONTGOMERY REGARDING PROJECT RUMBA WHICH WILL PERMIT AND AUTHORIZE THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MONTGOMERY TO ACT, FOR AND ON BEHALF OF THE COUNTY, TO NEGOTIATE, APPROVE AND GRANT THE PERMISSIBLE TAX ABATEMENTS FOR YEARS 11-20 OF THE PROJECT

Administrator Mims requested to adopt the following resolution:

RESOLUTION

[PROJECT RUMBA]

WHEREAS, each of the City of Montgomery (“City”) and the Montgomery County Commission, (“County”) have been approached by a foreign company whose identity is known to the City and County desiring to acquire, construct and equip a facility within the corporate limits of the City in the County, such project having a North American Industry Classification System code of 326199 (herein referred to as “Project Rumba”); and

WHEREAS, Project Rumba is expected to consist of approximately \$33,770,000 in capital expenditures relating to the acquisition, construction and equipping of the facility and to create an additional 245 full-time jobs within 4 years of commencement of operations; and

WHEREAS, in connection with Project Rumba, the foreign company has requested that each of the City and the County grant abatements for non-educational ad valorem taxes for the maximum exemption period, construction related transaction taxes and mortgage and recording taxes permitted under the Tax Incentives Reform Act of 1992 (Ala. Code §40-9B-1 et. seq.), as amended (“Act”); and

WHEREAS, pursuant to §40-9B-5(b) of the Act and subject to the City Council of the City also granting its approval for the requested abatements from the County for Project Rumba, the County is willing to permit and authorize The Industrial Development Board of the City of Montgomery (herein the “IDB”) to act, for and on behalf of the County, to negotiate, approve and grant the permissible abatements under the Act for the County’s portion of non-educational

ad valorem taxes for the maximum exemption period under the Act, the construction related transaction taxes (other than those local construction related taxes levied for educational purposes or for capital improvements for education; the construction related transaction taxes, excluding local construction related transactional taxes levied for educational purposes or for capital improvements, are herein referred to as “Transaction Taxes”), and mortgage and recording taxes for Project Rumba.

NOW THEREFORE, BE IT RESOLVED, by the County Commission of the County that, subject to the City Council of the City also granting the requested abatements of the City’s portion of the non-educational ad valorem taxes for the maximum exemption period under the Act, the Transaction Taxes and mortgage and recording taxes for Project Rumba, the County, pursuant to §40-9B-5(b)(2) of the Act, does hereby authorize the IDB, as a public industrial authority (as defined in §40-9B-3(21) of the Act), to negotiate, authorize and grant, for and on behalf of the County, abatements of the County’s portion of non-educational ad valorem taxes for the maximum exemption period under the Act, the Transaction Taxes and mortgage and recording taxes as permitted under the Act for Project Rumba and to provide the County’s consent on its behalf; and

BE IT RESOLVED, FURTHER, that such authorization and permission is granted solely for Project Rumba hereunder and does not constitute a grant of permission and authorization to the IDB for any other project, which authority (if given) must be specifically granted to the IDB by the County through an adopted resolution for other projects; and

RESOLVED, FURTHER, that such authority to grant the abatements by the IDB shall require the IDB to grant such abatement pursuant to a resolution duly adopted by its Board of Directors, a certified copy of which shall be provided to the County at the same time it is provided to the City Council of the City.

End of Resolution

Commissioner Walker made a motion to adopt the resolution with the City of Montgomery regarding Project Rumba which will permit and authorize the Industrial Development Board of the City of Montgomery to act, for and on behalf of the County, to negotiate, approve and grant the permissible tax abatements for years 11-20 of the Project. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

COUNTY COMMISSION – ADOPTED RESOLUTION REGARDING SUBMISSION OF THE 2016 CDBG HOUSING REHABILITATION APPLICATION FOR EASTWOOD VILLA

Administrator Mims presented the following memorandum from Community Development Manager Leslie York with Central Alabama Regional Planning and Development Commission:

MEMORANDUM

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Leslie York
Community Development Manager

DATE: June 13, 2016

RE: CDBG Application Consideration for
Housing Rehabilitation in Eastwood Villa Community

Please be advised that on 6/6/2016 I briefed the County Commission on the possibility of a CDBG application for housing rehabilitation in the Eastwood Villa Community. The Commissioners were agreeable to placing a Resolution on the following agenda. Therefore, please place the attached Resolution on the 6/20/2016 agenda for approval.

Thank you for your assistance and please let me know if you have questions.

End of Memorandum

Vice Chairman Harris made a motion to adopt the resolution. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 6-2, is attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION REGARDING SUBMISSION OF THE 2016 CDBG PLANNING GRANT APPLICATION FOR LAGOS DEL SOL NEIGHBORHOOD

Administrator Mims presented the following memorandum from Community Development Manager Leslie York with Central Alabama Regional Planning and Development Commission:

MEMORANDUM

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Leslie York
Community Development Manager

DATE: June 13, 2016

RE: CDBG Planning Grant Application Consideration
for Lagos del Sol

Please be advised that on 6/6/2016 I briefed the County Commission on the possibility of a CDBG planning grant application for the Lagos del Sol Community. The Commissioners were

agreeable to placing a Resolution on the following agenda. Therefore, please place the attached Resolution on the 6/20/2016 agenda for approval.

Thank you for your assistance and please let me know if you have questions.

End of Memorandum

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

SUPPORT SERVICES – APPROVED AUTHORIZATION OF AMENDMENT NUMBER 1 TO CONTRACT WITH FALLS FACILITY SERVICES, INC., REGARDING JANITORIAL SERVICES FOR THE PROBATE-REVENUE SOUTH OFFICE, CONTRACT NUMBER 51901-15B-028

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

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: June 1, 2016

RE: Contract No. 51901-15B-028
Janitorial Services

I request that the attached Amendment No. 1 to provide janitorial services for the South Probate/Revenue Office at 3425 McGehee Rd., Montgomery, AL 36111 to be considered for approval on a future agenda.

This amendment will allow the contract with Falls Facility Services, Inc. to provide janitorial services at the South Probate/Revenue Office on a monthly basis at \$635.96 per month.

The South Probate/Revenue Office was not part of the original bid; however, per the Invitation to Bid Montgomery County Commission reserves the right to add other locations, as needed, during the period of the contract.

Falls Facility Services, Inc. contract will expire November 15, 2016 with the option to renew for one year, a price increase is allowable but shall not exceed 5%.

Amendment has been coordinated with Florence Cauthen, Deputy Administrator.

Attachment

End of Memorandum

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

RISK MANAGEMENT – APPROVED AWARD OF REQUEST FOR PROPOSAL TO
HARMON DENNIS BRADSHAW, INC., FOR GROUP LIFE INSURANCE AND AD&D
COVERAGE

Administrator Mims presented the following memorandum from Director of Risk Management Scott Kramer:

May 17, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Director of Risk Management

SUBJECT: Life Insurance

On May 16, 2016, I met with the County Commission to discuss the results of the RFP (Request for Proposal) for group life insurance and AD&D coverage. The winning proposal was secured through John Dorough (Harmon Dennis Bradshaw, Inc.) with Standard Life at a rate of \$.10 / \$1000 of coverage plus the broker fee for the Life Insurance. This rate is substantially less than the current rate of \$.155 / \$1,000 and will result in approximately \$19,000 in savings. The AD&D coverage will remain at a rate of .015 / \$1,000. This proposal contained a two year rate guarantee. The estimated annual cost for the period June 2016 – June 2017 is \$50,462. This amount represents approximately a 27% decrease in last year's premium.

I am requesting the County Commission's approval of this item in a future agenda outlined above.

Cc: Florence Cauthen, Deputy Administrator

End of Memorandum

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

RISK MANAGEMENT – APPROVED INCREASE IN COUNTY COMMISSIONS
HEALTHCARE COSTS

Administrator Mims presented the following memorandum from Director of Risk Management Scott Kramer:

May 17, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Director of Risk Management

SUBJECT: Projected Increase in Healthcare Costs

At the last Commission meeting on 5/16/16, I discussed the overall healthcare trend with a 2% decrease from last year's claim experience. However, the prescription cost increase is trending at approximately 20%. As such, I will be recommending some changes to our prescription plan next month. Blue Cross Blue Shield is projecting the impact of these changes to our prescription plan. In addition, I recommended that the County Commission's monthly contribution level be increase from \$665 to \$698 for the upcoming budget year

I am requesting the County Commission's approval of this item outlined above.

Cc: Florence Cauthen, Deputy Administrator

End of Memorandum

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

COUNTY COMMISSION – APPROVED AUTHORIZATION TO RECOGNIZE AND DENY
A CLAIM FILED BY CEDRIC COX

Administrator Mims presented the following memorandum from Attorney Thomas T. Gallion, III:

MEMORANDUM

April 28, 2016

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Claim regarding Cedric Cox

I am in receipt of your April 26, 2016, memo regarding a notice of claim filed by Cedric Cox. Based on the information that I reviewed, it is my legal opinion that this is not the responsibility of Montgomery County.

It is my recommendation that this claim be recognized and denied at the next commission meeting.

End of Memorandum

Vice Chairman Harris made a motion to approve the recommendation. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Memorandum and Letter, Agenda Pages 11-2 and 11-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

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

June 20, 2016

MEMORANDUM

TO: Montgomery County Commission
FROM: Donald L. Mims, County Administrator
SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

NC-2016-115: City of Montgomery, to be used by BONDS to Support Bellehurst, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,800; (Walker)
NC-2016-116: Alabama State University, Department of Athletics, for Volleyball Program, Attn: Coach Penny Lucas-White - \$5,000; (Harris)

End of Memorandum

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

- C-2016-70: Friends of the Montgomery Clean City Commission, Inc., for Lagoon Park Trail Project - \$1,500; (Walker)
- NC-2016-117: City of Montgomery, to be used by BONDS to Support Chisholm Improvement Association, with Funding for an Entrance Sign - \$800; (Williams)

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

VARIOUS DEPARTMENTS – APPROVED BUDGET CHANGE REQUESTS (5)

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 4
2. Board of Registrars	Request Number 5
3. Community Corrections	Request Number 1
4. County Commission	Request Number 1
5. County Commission Appropriations	Request Number 58

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 13-1 through 13-5, are attached to these Minutes.)

DISTRICT ATTORNEY’S OFFICE – APPROVED AUTHORIZATION OF POSITION FILL REQUEST FOR LEGAL SUPPORT ASSISTANT, POSITION NUMBER 408020026

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

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: Rhonda B. Cape
Chief Administrator

DATE: June 1, 2016

SUBJECT: Position Fill Request

I respectfully request the County Commission approve the attached position fill request for a Legal Support Assistant. This vacancy is due to the retirement of a long term employee.

The funding for this position is in the budget.

Please contact me if you have any questions.

Attachment

End of Memorandum

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

PERSONNEL DEPARTMENT – APPROVED AUTHORIZATION TO INCREASE THE ACCOUNT CLERK AND CUSTOMER SERVICE CLERK PAY GRADES FROM A03 (\$25,630 - \$38,294) TO A04 (\$28,765 - \$42,978)

Administrator Mims presented the following memorandum from Personnel Director Carmen Douglas:

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Carmen Douglas
Personnel Director

DATE: May 26, 2016

SUBJECT: Account Clerk and Customer Service Clerk Upgrades

The Personnel Department has recently done a salary survey. Our recommendation is to increase the Account Clerk and Customer Service Clerk pay grades from A03 (\$25,630 - \$38,294) to A04 (\$28,765 - \$42,978).

Please present this recommendation to Montgomery County Commission for their approval at the next County Commission meeting.

End of Memorandum

Vice Chairman Harris made a motion to approve the recommendation. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Memoranda, Agenda Pages 15-2 and 15-3, are attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED AUTHORIZATION OF POSITION FILL
REQUEST FOR CUSTOMER SERVICE CLERK, CO0016, POSITION NUMBER 750016001

Administrator Mims presented the following memorandum from Probate Judge Steven L. Reed:

MEMORANDUM

TO: Montgomery County Commission
THRU: Donnie Mims
FROM: Steven L. Reed, Probate Judge
SUBJECT: Request Approval of Position Fill Request
DATE: May 25, 2016

I request approval of 1 Customer Service Clerk position fill request relative to the release of an employee prior to the expiration of their probationary period.

This position is crucial to the operation of the tag and license offices and is necessary in order to staff the new South Probate Tag and License location. This position is currently in our budget and is unfilled.

Thank you for your favorable consideration of this request.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 16-2, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUESTS (2)

Administrator Mims presented the following memorandum:

June 16, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
Administrator

SUBJECT: Position Fill Requests for Sheriff's Office

The Montgomery County Commission, at its meeting on June 6, 2016, agreed to place the following Position Fill Requests on the next agenda for the Sheriff's Office:

- (1) Deputy Sheriff Trainee (CO0430)/Deputy Sheriff (CO0431), Position Number 057
- (2) Deputy Sheriff Trainee (CO0430)/Deputy Sheriff (CO0431), Position Number 017

I am requesting approval of these items.

Attachments

End of Memorandum

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 Position Fill Requests, Agenda Pages 17-2 and 17-3, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (9)

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 Number 32
2. Finance Department	Request Numbers 5 and 6
3. Sheriff's Office	Request Number 48
4. Youth Facility	Request Number 17
5. Engineering Department	Request Numbers 7 and 8
6. Appraisal Department	Request Numbers 11 and 12

Commissioner Williams made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 18-1 through 18-9, 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 APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 64 FOR \$10,000 TO YOUNG LIFE FOR YOUTH PROGRAMS

Administrator Mims requested approval of Budget Change Request Number 64, County Commission Appropriations.

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 Budget Change Request, Agenda Page 19-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION OF LETTER OF SUPPORT ON
BEHALF OF GIFT OF LIFE FOR THE GRANT OJJDP FY 2016 REDUCING RELIANCE ON
CONFINEMENT AND IMPROVING COMMUNITY-BASED RESPONSES FOR GIRLS AT
RISK OF ENTERING THE JUVENILE JUSTICE SYSTEM (CFDA #16.370)

Administrator Mims presented the following letter from Assistant Director, Strategic Development of The Gift of Life Sandra Ivey:

June 13, 2016

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

Dear Mr. Mims,

I am writing on behalf of the Gift of Life Foundation to request to be put on the agenda for the June 20th County Commission meeting.

Gift of Life is applying for a federal grant, *Reducing Reliance on Confinement and Improving Community-Based Responses for Girls At Risk of Entering the Juvenile Justice System* CFDA #16.830, from the US Department of Justice Programs, Office of Juvenile Justice and Delinquency Prevention.

This grant requires that the community-based applicant form a collaborative with at least one local governmental agency. This collaborative is proven via a letter of support. We are asking that the County Commission join us in this effort. This is a one year planning grant that will create a Girls at-Risk Community Action Network that will examine Montgomery's Juvenile Justice System, identify areas needing improvement and generate solutions. The deliverable for the grant is a 3-year implementation plan. There are no matching funds required, and the Gift of Life will lead the effort. The maximum funding available for this planning effort is \$250,000. Although this is a one-year grant, it is possible that implementation efforts could be funded for the entire 3-year implementation period for up to \$500,000 per year. This grant application is very competitive, with only three being awarded in the US. At this time, there are no programs such as this in Alabama.

I respectfully ask that you obtain the Commission's permission to place this request on the agenda for consideration. We are specifically asking that the County Commission agree to collaborate with us on the grant effort and to document that agreement by providing a letter of support.

I look forward to hearing from you soon.

Respectfully,

/s/ Sandra Ivey, RN, MA, MSN
Assistant Director, Strategic Development
Gift of Life Foundation

End of Letter

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Letter of Support, Email, and Letter, Agenda Pages 20-2 through 20-4, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED AUTHORIZATION FOR THE MAYOR OF MONTGOMERY TO EXECUTE ON BEHALF OF THE DOWNTOWN ENVIRONMENTAL ALLIANCE (DEA) A PROPOSED SCOPE-OF-WORK (SOW) 2A FROM CH2M HILL ENGINEERS, INC., FOR 2016 FIELD ACTIVITIES FOR THE MONTGOMERY DOWNTOWN ENVIRONMENTAL ASSESSMENT PROJECT (DEAP)

Administrator Mims presented the following memorandum from Director of Risk Management Scott Kramer:

June 16, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Scott Kramer
Director of Risk Management

SUBJECT: Consider Authorization for the Mayor of Montgomery to Execute a Proposed Scope-of-Work (SOW) 2a from CH2M HILL Engineers, Inc., for 2016 Field Activities for the Montgomery Downtown Environmental Assessment Project (DEAP)

CH2M Hill Engineers, Inc., has presented to the Downtown Environmental Alliance a proposed Statement of Work (SOW) 2a for the 2016 Field Activities. Each of the members of the Downtown Environmental Alliance are considering giving the Mayor authorization to execute 2a on behalf of the Alliance. During the County Commission meeting on June 20, 2016, I will be

making a presentation to the Commission regarding this matter and requesting that the Commission waive rules and add this authorization to the agenda.

Thank you for your consideration regarding this matter.

Attachment

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Scope of Work, Standard Agreement for Professional Services, and Attorney Gallion's Opinion, Agenda Pages 21-2 through 21-9, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH G & K SERVICES, INC., REGARDING UNIFORM RENTAL, CONTRACT NUMBER 51901-13B-014

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

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: June 14, 2016

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

I request that rules be waived to approve the attached Amendment No. 1 to G & K Services, Inc. contract for uniform rental, be placed on the agenda for the County Commission meeting on June 20, 2016.

Amendment No. 1 will allow the contract to be extended for sixty (60) days, beginning July 1, 2016 and ending on August 30, 2016. This will allow us time to issue a new bid.

All other provisions of the contract shall remain the same.

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

Attachment

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Amendment, Agenda Page 22-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH MSF, INC., TO PROVIDE SECURITY GUARD SERVICES AT THE SOUTH PROBATE/REVENUE OFFICE

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

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: June 14, 2016

RE: Contract No. 51100-16B-004
Security Guard Services

I request that rules be waived to approve the attached Amendment No. 1 to provide security guard services for South Probate/Revenue Office at 3425 McGehee Rd., Montgomery, AL 36111, be placed on the agenda for the County Commission meeting on June 20, 2016.

This amendment will allow the contract with MSF, Inc. to provide security guard services at the South Probate/Revenue Office on a daily basis at \$10.22 per hour. Pay for overtime hours, which is time and a half, will be paid based on hourly price bid.

South Probate/Revenue Office was not part of the original bid; however, per the Invitation to Bid, Montgomery County Commission may add other locations, as needed, during the period of the contract, at the same bid price.

MSF, Inc. contract will expire December 31, 2016 with the option to renew for two (2) years, in one (1) year periods; a price increase is allowable but shall not exceed 5% per year.

All other provisions of the contract shall remain the same.

Amendment has been coordinated with Florence Cauthen, Deputy Administrator.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Amendment, Agenda Page 23-2, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Ms. Jewel Jean of King's Bar and Grill, which is located at 14716 Troy Highway in Mathews, Alabama, spoke to the Commission about Sheriff Cunningham's denial of a liquor license. She appealed to the Commission to overturn his decision and approve the liquor license. She explained that she is trying to do something different for the citizens in the unincorporated area of Montgomery County which will enable them to enjoy themselves without traveling to Troy or to Montgomery. She stated that she has a petition with 102 names on it in favor of the liquor license. She informed them that her place will be able to be rented for special occasions, has couches with big screen TV for sports nights, and will offer karaoke and country nights. She stated that there is an ABC Store just 10 minutes away. She explained that it will create jobs for the community. She informed the Commission that she has brought a few of her investors, one of which was Brad Sawyer who spoke in favor of Ms. Jean's request for a liquor license. He explained that they are church going citizens and give back to the community. Chairman Dean informed Ms. Jean that the Commission will take it under consideration at the next Commission meeting on July 5, 2016. Administrator Mims explained to Ms. Jean that she will have to advertise the application in the paper and told her that his staff can help her with it.

Karen Jones of Whom it Concerns, Inc., spoke to the Commission about accepting the President's Challenge for My Brother's Keeper. She stated that only two other political affiliates in Alabama are participating in this challenge. She said that this will help stop the school to prison pipeline. She stated that her organization has helped cut grass and clean out abandoned homes. She gave two examples of troubled teens: a 12 year old caught up in drugs and a 15 year old who threatened to put a pillow over his grandmother's face when she goes to bed at night. She explained that government leaders need to participate and that she wants the entire county involved, not just the city. Chairman Dean told her to give Administrator Mims her handout.

Head Coach/CEO Katie Franklin with the Zulu Warring Hornets thanked the Commission for the support it gave the Zulu Warring Hornets basketball team to attend the Alabama Sports Festival State Games on June 10th – 12th, 2016, in Dothan, Alabama. She explained that their support, along with the city's support, allowed 29 players, 5 coaches and 10 parents to be a part of this event. She added that they all received t-shirts with special nick-names on the back, and medallions. She noted that Assistant Coach Robert Singleton, an Alabama State University graduate, who had played for her since he was 12 years of age, will be trying out for the Dallas Cowboys. She announced that the team will be raising money for a trip to Grand Rapids, Michigan. She thanked the Commission again for their help and concerns and told them that every dime is invested in the kids. She told the Commission that she will give them a Financial Report showing how the Hornets used the Commission's appropriations. She also told the Commission that she has been trying to get the Montgomery Advertiser to do an article on the Hornets' trip but has not been successful. Chairman Dean asked Public Affairs Director DiDi Henry to contact the Montgomery Advertiser for coverage of the Zulu Warring Hornets.

Ms. Marion Giles of the Lagos del Sol neighborhood thanked the Commission for considering Lagos del Sol for the 2016 CDBG Planning Fund application to ADECA for funding assistance in the amount of \$40,000 for development of a Comprehensive Neighborhood Revitalization Plan and Montgomery County Commission's commitment of \$10,000 of in-kind match toward the planning activities.

Grants Manager Regina Walker with the Montgomery County Sheriff's Office informed the Commission that the annual Fishing Rodeo was a great success with a total attendance of 300 people. She stated that several kids will be taking part in the free three week Fishing Lesson from June 21st through July 8th and at the graduation the kids will have an opportunity to demonstrate what they learned. She told the Commission that she hopes they can participate in the Fishing Rodeo next year.

Commissioner Williams told the audience good morning and wished them a Happy 4th of July.

Commissioner Walker welcomed the 30 student workers and commented that they are all fine young men and women. She explained that she has helped teach youth soft life skills, which are so important. She stated that this includes good posture, eye contact during a conversation, a firm hand shake, etc. She stressed that this will help them connect with people. She told them that they should be proud of their accomplishments.

Chairman Dean thanked the students and told them that he is pleased to have them working for the County. He expressed his disappointment that the media was not present to share the good things that are happening here. He stated that he hopes the County can employ more students next year because they are the future leaders of Montgomery County. Chairman Dean thanked Vice Chairman Harris for requesting that the students introduce themselves. He encouraged the students to continue what they are doing and wished them the best.

Vice Chairman Harris told the audience good morning and stated that many positive things have happened over the past four years that he has been a Commissioner. He said that one of the best things the Commission has done is establish the Student Apprenticeship Program and that he has been a strong advocate for the program. He commented that this class is very impressive and that he saw the integrity of each student as they introduced themselves. Vice Chairman Harris recognized Zach Rousley, a student that he brought in the first year of the program. He said Zach has not disappointed him and told Zach that he is so proud of him. Vice Chairman Harris thanked the students for leading the Pledge of Allegiance. He told the students that they should follow Commissioner Walker's advice because introducing yourself in the right manner sheds the right light on you. He thanked the audience for coming and wished everyone a Happy 4th of July.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY EXECUTIVE DIRECTOR TONYA BARKHAM WITH SECOND CHANCE FOUNDATION

Executive Director Tonya Barkham with Second Chance Foundation briefed the Commission regarding the program and requested funding. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$5,000 on the next agenda.

PRESENTATION BY FOUNDER AND DIRECTOR PHILLIP BROOKS WITH PEACE ON THE STREETS TUTORING AND TRAINING

Founder and Director Phillip Brooks with Peace on the Streets Tutoring and Training briefed the Commission regarding the program and requested funding. Chairman Dean asked Mr. Brooks to keep the Commission updated on what the City agrees to do for the program.

PRESENTATION BY CHIEF OF STAFF JOHN PETREY AND FIRE CHIEF MIFORD JORDAN WITH THE MONTGOMERY FIRE DEPARTMENT AND VICE PRESIDENT OF CONVENTION & VISITOR BUREAU DAWN HATHCOCK WITH THE MONTGOMERY AREA CHAMBER OF COMMERCE

Chief of Staff John Petrey and Fire Chief Miford Jordan with the Montgomery Fire Department and Vice President of Convention & Visitor Bureau Dawn Hathcock with the Montgomery Area Chamber of Commerce briefed the Commission regarding the 2016 World Fire Fighter Combat Challenge to be held in Montgomery October 24-29, 2016, and requested funding in the amount of \$35,000. After discussion, no action was taken by the Commission.

PRESENTATION BY PRESIDENT MIKE RUTLAND WITH JMR+H ARCHITECTURE, PC

President Mike Rutland with JMR+H Architecture, PC briefed the Commission regarding a Bid Award to Liberty Design & Construction of Montgomery Alabama, regarding construction of ADA parking spaces at Annex III. Mr. Rutland recommended the award of the base bid, but did not recommend accepting the alternate which was a decorative guardrail. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY EXTENSION SERVICE COORDINATOR JIMMY SMITHERMAN

Extension Service Coordinator Jimmy Smitherman invited the Commission to a luncheon and presentation of the 2016 Annual Report for the Cooperative Extension Service on August 1, 2016.

PRESENTATION BY PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry reminded the Commission that a Ribbon Cutting regarding the Probate-Revenue South Office would be held June 22, 2016, at 9:30 a.m. After discussion,

the Commission agreed to change the date to June 29, 2016, at 10:00 a.m. Ms. Henry reviewed the calendar of upcoming events.

ADJOURNMENT

Commissioner Williams made a motion to adjourn the meeting of the Montgomery County Commission on June 20, 2016, at 11:33 a.m. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-10-16

Check Number	To	Check Number
261403		261449
Total Checks Paid		\$284,495.65

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

6-20-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-10-16

Check Number	To	Check Number
261450		261537
Total Checks Paid		\$164,857.29

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

AGENDA

JUN 20 2016

6-20-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-17-16

Check Number	To	Check Number
261538		261597
Total Checks Paid		\$321,024.11

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

6-20-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 6-17-16

Check Number	To	Check Number
261598		261671
Total Checks Paid		\$265,030.28

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
6/10/16

6/20/16 Meeting

AGENDA

JUN 20 2016

Payroll Check Number	125606	To	Payroll Check Number	125676	\$ 53,197.57
Direct Deposits					\$ 863,006.22
Payroll Check Number	125677	To	Payroll Check Number	125701	\$ 302,024.43
Direct Deposits					\$ 392,122.08
Federal Deposits					\$ 341,585.06
Total Payroll Paid					\$ 1,951,935.36

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

The State of Alabama

County of Montgomery

INTERLOCAL COOPERATION AGREEMENT

by and between

THE CITY OF MONTGOMERY, ALABAMA

and

MONTGOMERY COUNTY, ALABAMA

RELATING TO

2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Interlocal Cooperation Agreement is made and entered into this _____ day of June 2016, by and between Montgomery County, Alabama, a body corporate and politic of the State of Alabama (hereinafter referred to as "the County") and the City of Montgomery, Alabama, an Alabama municipal body corporate and politic (hereinafter referred to as "the City"), both of whom witnesseth as follows:

WHEREAS, this Agreement is made under the applicable laws of the State of Alabama to enter into agreements setting forth the powers, authorities and responsibilities to be exercised by each of them pursuant to the terms of this Agreement. Each of the City and the County are duly organized, under the laws of the State of Alabama, and each has full power and authority to execute, deliver and perform this Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City agrees to pay the County approximately \$32,456.40, which represents 40 percent of the Award.

WHEREAS, the City and the County believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the parties hereto, intending to be bound by the terms and conditions set forth herein, do hereby agree hereto as follows:

A. Purpose and Findings

This Agreement is made and entered into by the parties hereto in order to define the responsibilities of the City and the County in connection with the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG).

B. Payment of Funds

The City agrees to pay the County approximately \$32,456.40 of the JAG funds awarded. Both parties agree that public notification cost might be deducted from the total amount of the JAG Award. The Award will be issued to the City. The City may then reduce the total award by the cost of public notification. The County will purchase and pay for all items approved in the grant budget. The invoice, purchase order and proof of payment must then be sent to the Montgomery Police Department's Finance Officer for review. If all items are part of the approved grant budget, or have been approved in writing by BJA, paperwork will be forwarded to the City Grants Accountant for reimbursement from the County's grant funds. Reimbursement will only be made up to the County's award amount, if the items are approved and all paperwork has been received.

C. Period of Agreement

This Agreement shall remain in effect for one year beginning with the 2016 Byrne Memorial Justice Assistance Grant distribution.

D. Responsibilities

The City is responsible for their use of their portion of the JAG Award. The City is responsible for the administration of their portion of the JAG Award including the disbursement of the funds, monitoring their portion of the award, submitting reports including performance measure and program assessment data. The County has no responsibility or liability as to the City's portion of the JAG Award.

The County is responsible for their use of their portion of the JAG Award. The City is responsible for the administration of their portion of the JAG Award including the disbursement of the funds, assessment data, performance measures and program assessment data. The City shall have no responsibility or liability as to the County's portion of the JAG Award. The County is responsible for sending copies of all receipts and invoices for JAG purchases to the City for auditing purposes. These receipts should be sent as soon as received.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishings of the services by the other party.

E. Administering Funds

The City agrees not to use any of the JAG Award for costs associated with administering the JAG Award. The City further agrees not to charge the County any fee for administering the JAG Award. The only cost to be deducted from the entire JAG Award is that of public notification.

F. Disparate Certification

The parties both agree that the County is entitled to a disparate allocation.

G. Accounting

Each party shall be responsible for all required accounting of their portion of the JAG Award. The City shall submit all quarterly reports as required by the US Department of Justice, Office of Management and Budget for both City and County Agencies for the entire grant period as well as performance reports.

H. Public Notification

The City is responsible for proper advertising of the receipt of the JAG Award consistent with all applicable rules, statutes and regulations.

I. Imposition of Liability

Nothing in the performance of this Agreement shall impose any liability for claims against the County.

Nothing in the performance of this Agreement shall impose any liability for claims against the City.

J. Third Parties

Nothing herein shall be construed to provide any rights to any third party. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

K. Entire Agreement

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

L. Miscellaneous

If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other paragraph or portion of this Agreement.

This Agreement shall ensure to the benefit of the City and the County and shall be binding upon the City and the County and their respective successors and assigns.

This Agreement shall be governed as to its validity, construction and performance by the laws of the State of Alabama.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall, when taken together, constitute but one and the same agreement.

The descriptive headings of the several paragraphs of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ATTEST:

CITY OF MONTGOMERY, ALABAMA

Brenda Jay Blalock
City Clerk

By:

[Signature]
Mayor

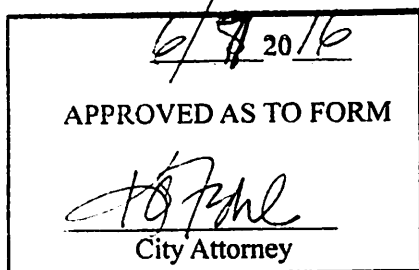
ATTEST:

MONTGOMERY COUNTY, ALABAMA

Administrator, Montgomery
County Commission

By:

Chairman, Montgomery County
Commission



5

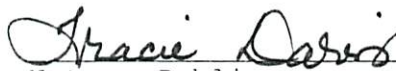
ACKNOWLEDGEMENT BY THE CITY

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Todd Strange and Brenda Blalock whose names, as Mayor and City Clerk, respectively, of the City of Montgomery, are signed to the foregoing Agreement, and who are known to me, as such Mayor and City Clerk, respectively, and with full authority, executed the same voluntarily for and the act of City of Montgomery.

Given under my hand and seal on this the 9th day of June, 2016.



Notary Public

My commission expires: _____

My Commission Expires:
October 30, 2019

ACKNOWLEDGEMENT BY THE COUNTY

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Elton N. Dean and Donald L. Mims whose names, as Chairman and County Administrator, respectively, of the County Commission of Montgomery County, Alabama, are signed to the foregoing Agreement, and who are known to me, acknowledged before me, that being informed of the contents of said Agreement, they, as such Chairman and County Administrator, respectively, and with full authority, executed the same voluntarily for and the act of County Commission of Montgomery County, Alabama.

Given under my hand and seal on this the ____ day of June, 2016.

Notary Public

My commission expires: _____

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

1. Administrator Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2015	4. Amount of: Federal: \$51,870.16 Total: \$51,870.16	5. Effective Dates Begin: 5/1/2016 End: 12/31/2017	6. Award Number: 5ATL

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

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

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

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

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

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

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

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

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

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14. Property Management Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

f. Other good cause shown.

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

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

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

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

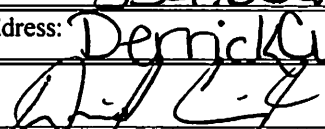
COOPERATIVE AGREEMENT STATE HOMELAND SECURITY GRANT PROGRAM TERMS AND CONDITIONS

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

33. **Exercises:** All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.
34. **Overtime and Backfill:** Administrators must read and comply with the funding restrictions provided in FY14 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.
- a. **Organizational Overtime:** Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency*. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. **Operational Overtime:** In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package.
35. **Construction and Renovation:** The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Administrator must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Administrators must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding. MMRS funds may not be used for any type of construction.
36. **Special Instructions:** N/A

CERTIFICATION BY THE ADMINISTRATOR

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

Name:	Derrick Cunningham
Title:	Sheriff
Agency Address:	115 S. Perry St., Montgomery, AL 36104
Phone Number:	334.832.1646
Fax Number:	334.832.7113
Mobile Number:	334.850.1329
E-Mail Address:	DerrickCunningham@mc-ala.org
Signature:	 Date: 5.11.16

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name:	Elton N. Dean, Sr.
Title:	Chairman
Agency Address:	100 S. Lawrence St., Mtgy., AL 36104
Phone Number:	
Signature:	Date:

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

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

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name:	Stan Stabler
Title:	Secretary, Alabama Law Enforcement Agency
Signature:	Date:

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

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

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

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

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

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

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

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

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

Form Completed By
Name: Elton N. Dean, Sr. Title: Chairman

Signature:

Montgomery County
June 20, 2016
8:28 PM

Memorandum:

Date: May 12, 2016
To: Mr. Donnie Mims
Ref: Inmate Telephone Contract Amendment

Attached is the amendment to the Inmate Telephone contract for the Mac Sim Butler Detention Facility. This change is required due to the Federal Communications Commission order 15-136, which goes into effect June 20, 2016. This order eliminates flat rate billing and requires companies to charge at a per minute rate. If you have any questions please contact me.

Please return the signed amendment to:

Legacy Inmate Communications
C/O Curtis Brown
10833 Valley View Street, Suite 150
Cypress CA 90630



Lieutenant Thomas LeSage
Pre-Employment Investigations
Office: (334) 832-7167
Fax: (334) 265-0991
E-Mail: ThomasLesage@mc-ala.org



Amendment to Telephone System/Service Agreement

This Amendment to the Inmate Telephone System and Service Agreement is entered into this ____ day of _____, 2016 by and between the **Montgomery County Commission**, herein after referred to as the "County" and Legacy Inmate Communications, herein after referred to as "Legacy" or the "Company".

WHEREAS, the County and Legacy entered in to an Agreement for Inmate telephone and communication services on July 21, 2014; and

WHEREAS, the Federal Communications Commission (FCC) via order 15-136 has instituted new call regulation that disallows a flat per call charge applied on telephone calls being placed by incarcerated individuals; and

WHEREAS, the new rule requires Legacy to remove the flat local call charge being applied on calls from current contracted rates at the Montgomery County Jail; and

WHEREAS, it is the desire of both Legacy and the County to modify the current inmate local call rate to comply with FCC Order 15-136.

NOW, THEREFORE, the County and Company further agree as follows:

1. Effective June 20, 2016 the per minute call rate for all inmate local calls shall be \$0.10

All other terms and conditions of the Agreement shall remain in full force and effect.

In Witness Hereof, the Company and the County have executed this Amendment on the ____ day of _____, 2016.

The individuals signing below warrant that they have the authority to sign for and on behalf of the respective parties.

Legacy Inmate Communications

Signature

Curts A. Brown, President

Name and Title (Please Print)

Montgomery County, AL

Signature

Name and Title (Please Print)

Montgomery County Detention Center
Lt. Thomas LeSage
225 South McDonough St
Montgomery AL, 36104

March 31, 2016

Dear Lt. Thomas LeSage,

For the past several months Legacy Inmate Communications ("Legacy") has communicated to Montgomery County Detention Center the progression of Federal Communications Commission (FCC) Order 15-136. This new rule was passed by the FCC and registered on January 17th, 2016. Some new regulation contained in Order 15-136 is to be implemented by June 20th, 2016. However, on March 7th, 2016, in response to claims brought forth by inmate communication companies and state regulatory authorities, the U. S. Court of Appeals ordered a partial stay to certain rules contained in FCC Order 15-136. The FCC then issued an order on March 16th attempting to extend the interim interstate rate caps they had originally set in 2013 to intrastate calling as well, but the U.S. Court of Appeals issued a further stay of that Order on March 23rd.

Stayed Items

The partial stay orders postpone the enactment of the following items in FCC Order 15-136 until such time that a court with jurisdiction rules on the claimants' petition:

- **64.6010** – *Per minute rate caps set by facility type and size of inmate population. (Stay issued March 16th, 2016)*
- **64.6020 (b)(2)** – *For Single-Call and related services, no provider shall charge an Ancillary Service Charge in excess of the exact transaction fee charged by the third-party provider, with no markup, plus the adopted per minute rate. (Stay issued March 16th, 2016)*
- **The application of interim caps to intrastate calling as well as to interstate calling** (Stay issued March 23rd, 2016)

All other sections of Order 15-136 were **not** stayed are set to take effect on June 20th. This includes the following provisions which will affect how Legacy charges end users accepting telephone calls from your facility:

- **Flat per-call charges are no longer permitted** (i.e., applying one flat charge for a call regardless of duration).
- **Connect charges are no longer permitted** (i.e., applying an initial connect charge in addition to a per-minute charge).
- **Ancillary Fees are restricted and capped** to allow only for a Prepaid Account Fee of \$5.95 (if processed by a live agent) or \$3.00 (if processed by web), and a Bill Statement Fee of \$2.00.

Amending our Agreement to Ensure Compliance with the Rules to be Enacted

Montgomery County Detention Center's service agreement with Legacy currently contains a flat per-call charge for calls. The current rate plan also includes a connect charge that is applied to calls prior to per minute charges. Therefore, in order to ensure compliance with the new regulation, inmate call rates and

any ancillary charges currently applied for calls placed by inmates at the Montgomery County Detention Center are to be modified.

Legacy has prepared and enclosed an amendment to our current service agreement with Montgomery County Detention Center ensuring full compliance with all regulations not stayed by the U.S. Court of Appeals.

We have also enclosed a Legacy-prepared Per-Minute Rate Analysis Statement. This analysis was prepared using three (3) months of inmate calling activity data from your facilities. From this data we were able to determine your average usage minutes and average charge for a call. This allowed us to reach an average cost-per-minute model so that we could develop a new per-minute-only rate plan for Montgomery County Detention Center. This new rate plan ensures compliance with the sections of Order 15-136 which have not been stayed and will go into effect on June 20th (requiring the elimination of all flat per-call charges and connect charges).

At this time, the only amendment to our service agreement required is the replacement of your current rate plan with this new per-minute-only rate plan. While Legacy has previously communicated to Montgomery County Detention Center that we would soon distribute an Impact Analysis Statement showing the potential impact of the rate caps mandated in Section 64.6010 of FCC Order 15-136 to your billable revenue, the U.S. Court of Appeal's recently-issued stay of this section of the Order has made this unnecessary at this time. In order for Section 64.6010 of the Order to ever be enacted, the claimants would have to lose their claims in Court. Legacy feels this is highly unlikely due to the 3-0 ruling by the U.S. Court of Appeals, which seems to indicate clearly that the claimants are likely to succeed on their petition.

I will be following up with you to answer any questions. Also please feel free to call me at any time. On behalf of all of us here at Legacy, we look forward to continuing to provide you with the absolute best inmate communication services, **at no cost**, for years to come.

Sincerely,



Duane Cutler
Vice President, Business Services
(800) 553-1782 (Office)
(714) 722-1676 (Cellular)
dcutler@legacyinmate.com

Montgomery County Detention Center
 225 South McDonough St
 Montgomery AL, 36104

CURRENT CONTRACT OVERVIEW

CURRENT CALL RATES						
Call Type	Collect		Prepaid		Debit	
Local	\$1.00	\$0.00 per min	\$1.00	\$0.00 per min	\$0.00	\$0.25 per min
Intralata	\$0.00	\$0.25 per min	\$0.00	\$0.25 per min	\$0.00	\$0.25 per min
Interlata	\$0.00	\$0.25 per min	\$0.00	\$0.25 per min	\$0.00	\$0.25 per min
Interstate	\$0.00	\$0.25 per min	\$0.00	\$0.21 per min	\$0.00	\$0.21 per min

CURRENT AVERAGE DURATION AND CALL COST

CURRENT AVERAGE CALL DATA		
Call Type	Average Duration	Average Cost Per Call
Local	12 Minutes	\$1.00
Intrastate (Intralata and Interlata)	11 Minutes	\$2.80

NEW PER MINUTE RATE AMENDMENT

AMENDED CALL RATES (Average cost per call divided by average duration)	
Call Type	Amended Call Rate
Local	\$0.10 Per Minute
Intrastate (Intralata and Interlata)	\$0.30 Per Minute



Legacy Inmate Communications

Telephone System and Service Agreement

This Agreement is made this the 21st day of July, 2014, by and between Legacy Inmate Communications a dba of Legacy Long Distance International, Inc. ("Legacy" or "the Company") with principal offices at 10833 Valley View Street - Suite 150, Cypress, CA. 90630 and **Montgomery County Commission** ("County") with principal mailing address at P.O. Box 1667, Montgomery AL 36102-1667.

RECITALS

WHEREAS, the Company is in the business of providing various inmate communication services, operator assisted telecommunication services; and

WHEREAS, The Montgomery County Commission issued an Invitation to Bid for Inmate Telephone Service (Bid No. 52200-14B-008) with services to be provided at the Montgomery County Sheriff's Department MAC Sim Butler Detention Facilities; and

WHEREAS, Montgomery County has requested Legacy Inmate Communications to provide all services requested in the Invitation to Bid; and

WHEREAS, Legacy agrees to install and maintain its Inmate Communication Operating System – iCON™. iCON™ is a complete turnkey Inmate Call Management System with investigative, technical, and administrative communication features; and

WHEREAS, Legacy also agrees to provide and maintain all inmate telephones and associated equipment described in its response to the Montgomery County Invitation to Bid; and

WHEREAS, Montgomery County desires to enter into this Agreement in order to permit Inmates/Detainees the use of Company installed inmate telephones to place collect, collect pre-paid, and/or Debit calls; now

THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties do hereby contract and agree as follows:

1. SERVICES PROVIDED BY LEGACY

1.1 Inmate Telephone Service.

- (a) Collect Calls. To the extent consistent with applicable federal and state laws, rules and regulations, Legacy agrees to provide, and the Montgomery County Sheriff's Office hereby agrees to accept the provision of operator services with automated assistance for the MAC SIM BUTLER DETENTION FACILITY. Each operator service call originating from the telephones and placed through the Company may be charged "collect" to pre-approved destinations. Legacy will validate each call through the national Line

Information Database (LIDB) and will only process "collect" calls to destination points that do not have registered blocks. Calls shall only be billed upon "acceptance" by the destined party. Legacy shall notify each called destination that the call is coming from the MAC SIM BUTLER DETENTION FACILITY, announce the name of the "caller/inmate", provide the called party with call rate information, and allow for acceptance or denial of the call. The Company will also provide the called party the option to block their telephone number from further calling from the Detention facilities.

- (b) Pre-Paid "Collect" Service. Legacy shall provide its Friends and Family pre-paid call service. The company will provide a toll-free access number for friends and family to call to set up prepaid "collect" service accounts. The Company shall also provide access to an internet-based website where prepaid services can be ordered.
- (c) Debit Card Service. Debit Cards will be provided to the Sheriff's Office as requested. Debit calling services can be utilized to call any destination worldwide. The Cards shall be construction paper based. The Sheriff's Office shall be invoiced for all Debit Cards requested. The Debit Cards will be discounted by the offered commission percentage. All Debit Card invoices shall be paid by the Sheriff's Office within thirty (30) days of the invoice date.
- (d) Free Call Service. The Company shall provide inmate Free Call Service as designated by the Sheriff's Department in its Invitation to Bid.
- (e) Inmate Phones. The Company agrees to provide inmate phones and associated equipment for the entire period of this agreement.
- (f) Public Payphones. The Company agrees to provide four (4) public payphones at the County court house and one (1) public payphone at the County Annex.
- (g) Additional Equipment Requirements: The Company agrees to provide one (1) mobile inmate phone and two (2) TDD phones.
- (h) Communications Management System (iCON™). The Company agrees to provide access to its inmate communications management system - iCON™. iCON™ shall provide all services described by the Company in its response to the County Invitation to Bid.
- (i) Service Level Responses. The Company agrees to provide the Sheriff's Office with twenty-four hour toll-free customer support, 365 days a year including holidays for the Inmate Telephone Service. The Company shall provide the following guaranteed Service Level Response times for Inmate Telephone Service:
 - Minor Service Category. A minor service category shall be defined as any service request the effects; one (1) individual inmate telephone not operational, static or other noise heard on the telephone line, iCON system administration action needed, new or customized report requested, or additional training requested. All minor category service requests shall be addressed within eight (8) hours of the report with problem resolution provided within twenty-four (24) hours.

- **Major Service Category.** A major service category shall be defined as any service request that effects; two (2) or more inmate telephones not operational, call detail/recording information not listing on the iCON System, call recording or live monitoring utilities not-operational or dysfunctional. All major category service requests shall be addressed within four (4) hours of the report with problem resolution provided within four (4) hours of the report unless otherwise negotiated with the Sheriff's office.
- **Emergency Service Category.** A major service category shall be defined as any service request that reports twenty-five percent (25%) of inmate telephones being disabled in any location of the Detention Center. All major category service requests shall be addressed within one (1) hour and a service technician guaranteed on-site within two (2) hours of the report.

2. COMPENSATION

- 2.1 **Inmate Call Commissions.** The Company agrees to pay the Sheriff's Office a guaranteed percentage of all inmate telephone call revenues. The guaranteed commission percentage shall be **Sixty-Three Percent (63%)**.
- 2.2 **Inmate Call Commission Payment.** The Company shall remit all due commissions to the County thirty (30) days after the end of each calendar month (EOM).
- 2.3 **Payment Calculation.** Gross billable revenue is calculated as the sum of inmate call charges. Commission due the County shall be calculated as the product of the total gross billable call revenue multiplied by the contracted percentage allowance (63%).
- 2.4 **Performance Bond.** Legacy agrees to provide the Montgomery County Commission a \$100,000 Performance Bond, from a reliable surety company authorized to do business in the state of Alabama. The term of the bond is one-year annually renewable. The form of the Bond can be located in Exhibit "B" of this Service Agreement.

3. COMPLIANCE WITH LAW

- 3.1 **Compliance with Law.** Legacy shall comply with all laws, rules and regulations affecting its obligations in conjunction with the provision of the including, without limitation, those relating to provision of information to End Users regarding inmate telephone calls and operator services.

4. TERMINATION AND CANCELLATION

- 4.1 **Term.** This agreement shall commence on the date of installation of Legacy's services and shall continue in full force and effect for a period of three (3) years.
- 4.2 **Renewal Options.** Upon completion of the initial three (3) year term, Montgomery County Sheriff's Office at its own discretion may continue to renew this agreement annually for an additional period of two (2) years. The Montgomery

County Sheriff's Office will provide Legacy with sixty (60) day notice of its intent to renew the Agreement. All terms and conditions shall remain in effect during the subsequent renewal periods.

5. MISCELLANEOUS

- 5.1 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Alabama and shall be deemed performable in Montgomery County.
- 5.2 Assignment. Notwithstanding the foregoing, neither the County nor Legacy may assign their rights and obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
- 5.3 Enforceability. The invalidity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof.
- 5.4 Notice. Notice shall be deemed to have been received upon receipt of a postage-prepaid letter or telephone facsimile transmission at the addresses set forth in the next sentence, unless otherwise changed by written notice from time to time. Notice to the Company shall be sent to Legacy Inmate Communications, 10833 Valley View Street - Suite 150, Cypress CA 90630. Attention: Contract Administrator, facsimile: 800-700-1116. Notice to the Montgomery County Sheriff's Office shall be sent to: 250 S. McDonough Street Montgomery, Al. 36104 and 225 S. McDonough Street Montgomery, Al. 36104
- 5.5 Regulatory Requirements. This Agreement shall be construed in accordance with applicable state and federal laws, rules and regulations. In the event those regulatory or legal requirements are in any manner inconsistent with or require modification to the terms of this Agreement subsequent to the date of execution hereof, no written amendment or variation executed by both parties shall be necessary. Rather, any such amendment or variation shall be effective upon mailing of written notice by the Company via first-class, postage-prepaid mail or telephone facsimile transmission of written notice to the County.
- 5.6 Confidentiality. Legacy and the County agree to hold confidential all information shared that may be marked or indicated by the other. The County understands that Legacy's inmate communications operating system, iCON™ is proprietary and access to and all information about the system are to be considered confidential unless disclosure is required by state or federal law. Access to the system cannot be granted to any non-designated County personnel. Should the County contract with a Vendor in the future to replace Legacy, the County will insure that the iCON™ system is not viewed or accessed by the Vendor.
- 5.7 Invitation to Bid for Inmate Telephone Service. It is agreed by both parties that Legacy's response to the Invitation to Bid for the Montgomery County Commission request for Inmate Telephone Service shall serve as an addendum to this Agreement.

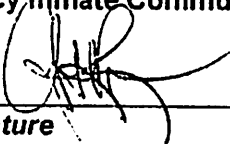
6. DISPUTE RESOLUTION

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and

negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution 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 Legacy Inmate Communications a dba of Legacy Long Distance International, Inc.

In Witness Hereof, the Company, and Montgomery County have executed this Agreement on the 18th day of AUGUST, 2014. The individuals signing below warrant that they have the authority to sign for and on behalf of the respective parties.

Legacy Inmate Communications

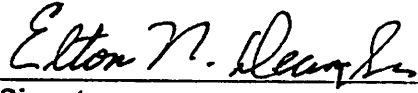


Signature
Curtis A. Brown, President

Name/Title (Please Print)
8/18/14

Date

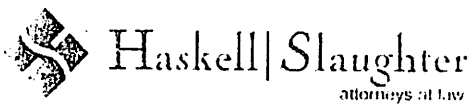
Montgomery County



Signature
Elton N. Dean, Sr., Chairman

Name/Title (Please Print)
7/21/14

Date



Haskell Slaughter & Gallion, LLC

3 Commerce Street

Suite 1200

Montgomery, Alabama 36104

T 334 265 8573 | F 334 264 7945

MEMORANDUM

May 24, 2016

T TGA

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Inmate Telephone Contract Amendment

I have reviewed your Memorandum dated May 23, 2016, along with the proposed Amendment regarding inmate telephone service.

The FCC adopted Rule 15-136 which would be the controlling factor. We have no choice but to comply with the FCC's ruling and go to the pay per call system.

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

50051-317

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

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

May 23, 2016

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Request for Opinion – Inmate Telephone Contract Amendment

Attached is a memorandum regarding an Inmate Telephone Contract Amendment with Legacy Inmate Communications. This Amendment is required due to the Federal Communications Commission order 15-136, which goes into effect June 20, 2016. This order eliminates flat rate billing and requires companies to charge at a per minute rate.

Please review the attached memorandum, Contract Amendment and Per Minute Rate Analysis and issue an opinion by Friday, May 27, 2016, as to whether this Amendment is acceptable.

As always, thank you for your assistance.

DLM/tn

Attachments

cc: Sheriff Derrick Cunningham

RESOLUTION BY

_____ COUNTY, ALABAMA, COMMISSION

WHEREAS Code of Alabama 1975, section 17-4-30 requires the _____ County Board of Registrars to implement a voter file maintenance process, and

WHEREAS Code of Alabama 1975, section 17-4-31 requires the _____ County Commission to pay the cost of postage necessary to mail certain notices to voters and to subsequently apply for and receive reimbursement for such costs from the State of Alabama, and

WHEREAS the Alabama Secretary of State has indicated that his office is willing to serve as the agent for the _____ County Commission for purposes of paying postage costs and collecting reimbursements for such costs from the State Election Expenses Account as provided for in Code of Alabama 1975, section 17-4-31, now therefore

BE IT RESOLVED BY the _____ County Commission that it hereby agrees to appoint the Secretary of State to serve as its agent for the purposes of paying postage costs necessary for the mailing of certain notices to voters as required by Code of Alabama 1975, section 17-4-30 and collecting reimbursements for such costs from the State Election Expenses Account as provided by Code of Alabama 1975, section 17-4-31 and now

BE IT FURTHER RESOLVED that the Chairperson of the _____ County Commission is authorized to execute an agency agreement to be entered into between this county and the Office of the Alabama Secretary of State.

Adopted this _____ day of _____ of the year _____.

_____	_____
_____	_____
_____	_____

STATE OF ALABAMA

DATE: _____

COUNTY OF _____

AGENCY AGREEMENT

The _____ County Commission hereby authorizes the Alabama Secretary of State to act as its agent for the purposes of paying postage necessary for the mailing of certain notices to voters as required by Code of Alabama 1975, section 17-4-30, and collecting reimbursements from the State Election Expenses Account associated with compliance with Code of Alabama 1975, section 17-4-31. The County Commission understands that the Secretary of State will be paying postage on the voter notifications required by Code of Alabama 1975, section 17-4-30(a), for which the Commission will be obligated to reimburse the Secretary of State by this agreement and that such reimbursement shall occur from monies the County is entitled to for such costs from the State Election Expenses Account pursuant to Code of Alabama 1975, section 17-4-31.

The County Commission also agrees that the business reply mail account fee and business reply mail postage charges will remain its responsibility for which it may be reimbursed by the State of Alabama under the normal operation of Code of Alabama 1975, section 17-4-31.

Chairperson

_____ County Commission

Acceptance by the Secretary of State:

John H. Merrill
Secretary of State

ALABAMA STATE CAPITOL
600 DEXTER AVENUE
SUITE S-105
MONTGOMERY, AL 36130



JOHN H. MERRILL
SECRETARY OF STATE

(334) 242-7200
FAX (334) 242-4993
WWW.SOS.ALABAMA.GOV
JOHN.MERRILL@SOS.ALABAMA.GOV

RECEIVED

MAR 17 2016

MONTGOMERY COUNTY
BOARD OF REGISTRARS

Montgomery County Board of Registrars
PO Box 1667
Montgomery, AL 36102-1667

Re: County Commission Agreement and Resolution for National Voter Registration Act
("NVRA") Voter Notices Postage Payment

Dear Voter Registrars,

In past years, the Office of the Secretary of State has entered into agreements with every county commission that have authorized the Secretary of State's Office to act as the county's agent for purposes of paying postage required for the mailing of NVRA voter notices for voter file maintenance as required by Code of Alabama 1975, section 17-4-30.

The next mailing of such notices begins in January of 2017. We are therefore enclosing an Agency Agreement and Resolution and ask that you provide these documents to your county commission. After the resolution and agreement have been signed, please return both items to Clay Helms, Assistant Director of Elections and Supervisor of Voter Registration, **no later than Friday, July 29, 2016**, so that the agreements will be in place in time for the next NVRA mailing.

If you have any questions or need any assistance, please contact Mr. Helms at (334)353-7177 or Clay.Helms@sos.alabama.gov.

Thank you for the excellent job you do.

Best regards,

John H. Merrill
Secretary of State

Enclosures

RESOLUTION NO. _____

WHEREAS, the Montgomery County Commission is eligible to submit an FY 2016 application for funding assistance made available under the Housing and Community Development Act of 1974, as amended, through the Community Development Block Grant (CDBG) Program administered by the Alabama Department of Economic and Community Affairs (ADECA); and,

WHEREAS, it has been determined that the greatest community development need that exists in the County which can be best addressed by the CDBG County Competitive Fund is providing housing rehabilitation assistance in a specific neighborhood of the County, namely Eastwood Villa, that has been identified as requiring such assistance and consisting of predominantly low-and-moderate income persons; and

WHEREAS, as a condition of approval of a CDBG project, there must be sufficient matching funds of no less than 10% committed to a project; and

WHEREAS, the Montgomery County Commission intends to provide its match commitment from program participants receiving rehabilitation assistance, and as required by ADECA, in the event homeowner match does not materialize, to officially commit stated matching funds to the project.

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

SECTION 1. That the Montgomery County Commission submits FY 2016 CDBG County Competitive Fund application to the Alabama Department of Economic and Community Affairs for funding assistance in the amount of \$350,000 for the purpose of implementing a housing rehabilitation program in the Eastwood Villa neighborhood of the County.

SECTION 2. That the Montgomery County Commission hereby agrees to commit \$35,000 of matching funds toward the project and that said funds will not be spent on private property but will instead be used for professional services or necessary clearance testing should sufficient funds not be provided by participating homeowners.

SECTION 3. That Elton N. Dean, Sr., in his capacity as Chairman of the Montgomery County Commission, is hereby authorized and directed to execute all required application documents on behalf of the County, and take such other actions as may be required to implement the project should it be funded.

PASSED, ADOPTED AND APPROVED this 20th day of June, 2016.

ATTEST:

Elton N. Dean, Sr., Chairman

Donald L. Mims, County Administrator

62

RESOLUTION NO. _____

WHEREAS, the Montgomery County Commission is eligible to submit an FY 2016 application for funding assistance made available under the Housing and Community Development Act of 1974, as amended, through the Community Development Block Grant (CDBG) Program administered by the Alabama Department of Economic and Community Affairs (ADECA); and,

WHEREAS, the Montgomery County Commission is in need of planning activities that will set goals and objectives for revitalization of the Lagos del Sol community; and,

WHEREAS, the Montgomery County Commission has determined that development of a Comprehensive Neighborhood Revitalization Plan will provide planning activities necessary for future revitalization of the Lagos del Sol community.

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

SECTION 1. That the Montgomery County Commission submits an FY 2016 CDBG Planning Fund application to the Alabama Department of Economic and Community Affairs for funding assistance in the amount of \$40,000 for development of a Comprehensive Neighborhood Revitalization Plan.

SECTION 2. That the Montgomery County Commission commits \$10,000 of in-kind match toward the planning activities.

SECTION 3. That Elton N. Dean, Sr., in his capacity as Chairman of the Montgomery County Commission, is hereby authorized and directed to execute all required application documents on behalf of the County, and take such other actions as may be required to implement the project should it be funded.

PASSED, ADOPTED AND APPROVED this the 20th day of June, 2016.

ATTEST:

Elton N. Dean, Sr., Chairman

Donald L. Mims, County Administrator

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

Amendment
To
Contract # 51901-15B-028

Amendment No. 1

Contract for janitorial services for Montgomery County, to be provided at South Probate/Revenue Office, 3425 McGehee Rd., Montgomery, AL 36111 is hereby amended as follows:

The following building will be added to the contract, South Probate/Revenue. Janitorial services will be provided on a monthly basis at \$635.96 per month, which should be billed to Montgomery County Commission, P. O. Box 1667, Montgomery, Alabama 36102-1667.

All other provisions of the contract will remain the same.

WITNESS:

FALLS FACILITY SERVICES, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

FELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3508
www.mtcal.org

April 26, 2016

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Cedric Cox Claim

Attached is a letter from Attorney Thomas C. Atchison with the firm of Alexander Shunnarah regarding his client Cedric Cox, Date of Loss: 12/22/2015, and Police Report (at this point, please look at the attached pictures).

Also, attached is an email from Director of Risk Management Scott Kramer regarding this matter and hand notes from the Engineering Department Supervisor for this road district.

Please schedule a meeting with County Engineer George Speake and his staff in order that they can explain this incident to you.

As always, thank you for your assistance.

/tn

Attachments

cc: George Speake, County Engineer
James Kelley, Assistant County Engineer
Florence M. Cauthen, Deputy Administrator
Scott Kramer, Director of Risk Management

Alexander Shunnarah

David A. Matthews
M. Logan Doss
T. M. Kennedy
Benjamin E. Harrison
Brandon T. Bishop
J. Stuart McAfee
Thomas N. Colau
Craig P. Nedonihall
Sara L. Williams
T. Brian Haven
Kris D. Burbank
D. Kevin Barnes
Steven P. Smith
David L. Grimes
Isaac Rutman
J. Culpepper Sawyer, III
Rosemary N. Alexander
Bradford T. Walton

Heidi V. Abbott
Kevin Ritchey
Ryan T. Charles
Travis G. McKay, Jr.
J. Ross Massey
Adam G. Mostre
Rachel H. Taylor
Karin S. Lawrence
Angela G. Graughard
A. Genevieve Turner
J. Curry Robertson
Huntsville Office
C. Anthony Grilles
Prattville Office
Chp Cleveland
Selma Office
Thomas C. Atchison
Aubrey J. McOmney
Anthony D. Spurr
Anniston Office
Anniston Office
Anniston Office

April 8, 2016

Montgomery County Engineering Department
100 South Lawrence St.
Montgomery, AL 36104

My Client: Cedric Cox
Date of Loss: 12/22/2015

To whom it may concern:

I represent Cedric Cox with relation to an accident that happened on December 22, 2015 in rural Montgomery County, Alabama. It is our position that the Montgomery County Engineering Department had a duty to maintain the road located at US 231 and Athey Road, and keep it in a reasonable safe condition. Furthermore, if the road was in an unsafe condition the Core had a responsibility to warn drivers, and the public of potential hazards. By failing to do so, my client, Mr. Cox, was injured when his vehicle, without warning, drove into a washout/sinkhole. I have attached for your review pictures from the scene of the accident as well as the police report. Please contact me when you receive this letter so that we may discuss this case in more detail.

Sincerely,

Thomas C. Atchison
Direct Dial: (205)983-8154
Email: tatchison@asilpc.com

CC: Cedric Cox

P.O. Box 930 Selma, AL 36702 (205)983-8153 office (334)267-4222 fax

300 Broad Street
Selma, AL 36701
334-267-4211
Fax 334-267-4222

800-229-7989
www.shunnarah.com

Birmingham, AL 205-323-1000
Huntsville, AL 256-533-1300
Mobile, AL 251-438-7400
Montgomery, AL 334-954-4442
Prattville, AL 334-385-6268

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JUN 20 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 4

DEPARTMENT:	Appraisal Department	REVIEWED:	S. Thomas	5/26/2016
DATE:	5/26/2016		Finance Director	Date
REQUESTED BY:	Clay Henley	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Motor Vehicles	120-51985-551	142,000	(9,215)	132,785
Other Miscellaneous Supplies	120-51985-219	0	9,215	9,215
TOTAL BUDGET CHANGE		142,000	0	142,000
TOTAL 2016 APPRAISAL BUDGET		3,148,555	0	3,148,555

Move remainder of funds budgeted for the purchase of motor vehicles to cover the cost of adding blinking caution lights to the vehicles.

JUN 20 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 5

DEPARTMENT:	Board of Registrars	REVIEWED:	S. Thomas	5/27/2016
			Finance Director	Date
REQUESTED BY:	George Noblin	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Postage	001-51920-252	24,901	7,000	31,901
Travel Mileage	001-51920-260	500	(500)	0
Telephone	001-51920-251	1,600	(500)	1,100
Subscriptions	001-51920-409	350	(170)	180
Dues	001-51920-303	150	(45)	105
Travel-Registration/Training	001-51920-265	1,500	(185)	1,315
Fund Balance			(5,600)	
TOTAL		29,001	0	34,601

JUSTIFICATION:

Additional funds needed to meet increased voter registrations, both electronic and traditional, and felony notifications. Memorandum submitted.

JUN 20 2016
BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Community Corrections	REVIEWED:	S. Thomas	5/18/2016
DATE:	5/16/2016		Finance Director	Date
REQUESTED BY:	Paul Brown	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Drugs and Medical Supplies	124-52960-206	16,500	2,500	19,000
Repair & Maint. Vehicles	124-52960-234	6,000	2,600	8,600
Telephone	124-52960-251	2,025	200	2,225
Fuels and Lubricants	124-52960-212	6,250	(1,300)	4,950
Contract Services	124-52960-304	43,000	(1,700)	41,300
Travel-Registration & Training	124-52960-265	12,245	(2,300)	9,945
TOTAL		86,020	0	86,020

JUSTIFICATION:

Significant cost overruns in automotive repairs and increases in cost to operate drug testing lab require this mid-year budget adjustment.

JUN 20 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	County Commission	REVIEWED: S. Thomas	6/1/2016
DATE:	6/1/2016	Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Travel and Registration	001-52110.265	22,500	12,000	34,500
Dues	001-52110.303	19,625	1,500	21,125
Miscellaneous In house appropriations	001-59310.498	55,500	(13,500)	42,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		97,625	0	97,625

JUSTIFICATION:

Increase the County Commission travel budget to cover additional cost incurred for the February 2016 NACO Legislative Conference in Washington, and for travel to the ACCA Convention and to the NACO Annual Conference in July. Increase the dues budget to cover the ICMA and AICPA dues for the County Administrator.

JUN 20 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 58

DEPARTMENT:	County Comm Appropriations	REVIEWED:	S. Thomas	6/1/2016
DATE:	6/1/2016		Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Inner Faith Economic Development Association	001-56701.450	0	5,000	5,000
Donation Revenue	001-40000.47701	(371,500)	(5,000)	(376,500)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(371,500)	0	(371,500)

JUSTIFICATION:

Budget for an appropriation to Inner Faith Economic Development Association for economically disadvantaged youth and senior citizens summer enrichment program.

ORIGINAL

DISTRICT ATTORNEY
POSITION FILL REQUEST

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Rhonda B. Cape

POSITION TITLE: Legal Support Assistant

POSITION NO: 408020026

PROPOSED EFFECTIVE DATE: June 20, 2016

TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY

RECRUITING:

☒ OPEN ☐ TRANSFER

☐ PROMOTION ☒ PROMOTION/TRANSFER

PAY GRADE: A05-01 – A05-15

SALARY RANGE: \$32,318 - \$48,286

Pay step to be based upon the following rules:

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

*Merit dates do not change.

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

1 **ADMINISTRATIVE REVIEW**

☐ APPROVED

☐ DISAPPROVED

Funding

3 **SELECTEE:**

Date:

Appointing Authority Signature – District Attorney Office

4 ☐ Manpower data entered by:

Date:

☐ Payroll entered by:

Date:

revised 12/31/08

**CITY - COUNTY OF MONTGOMERY
PERSONNEL DEPARTMENT**

PERSONNEL BOARD
JOHN L. BAKER, CHAIRMAN
BENITA FROEMMING
RANDALL B. JAMES

27 Madison Avenue
Montgomery, Alabama 36104

CARMEN DOUGLAS
PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675
FAX: 334-625-2219

MEMORANDUM

TO: Janet Busky
THROUGH: Carmen Douglas *CD*
FROM: Mark Willis *MW*
Date: April 27, 2016
Re: Account Clerk and Customer Service Clerk Upgrades

Based on the recent salary survey and internal equity considerations, our recommendation is to increase the Account Clerk and Customer Service Clerk pay grades from A3 (\$25,146 - \$37,572) to A4 (\$28,223 - \$42,168).

(25,630 - 38,294) pw (28,765 - 42,978) rw

Please sign and return to me if you agree with this recommendation.

That is Great

Janet Busky

An Equal Opportunity Employer
www.montgomerypersonnel.com

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MEMORANDUM

TO: Judge Steven Reed
THROUGH: Carmen Douglas
FROM: Mark Willis
Date: April 27, 2016
Re: Account Clerk and Customer Service Clerk Upgrades

Based on the recent salary survey and internal equity considerations, our recommendation is to increase the Account Clerk and Customer Service Clerk pay grades from A3 (\$25,630 - \$38,294) to A4 (\$28,765 - \$42,978).

Please sign and return to me if you agree with this recommendation.



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

Status: Routed to County Commission
Requisition ID: 1084

Date Requisition Created: 5/25/2016 9:12:23 AM

Requisition Properties

Start Date	5/25/2016		WorkOrderNumber	
Desired Hire Date	6/6/2016		Recruitment Number	
Position Type	Prefer Position(s) to be Filled By			
Open Competitive & Transfer	☒	Open Competitive & Transfer	☒	

Department and Class Information

Department Name	☒	SelBudget	☒	Job Class Code and Title	☒
Probate		75 - PROBATE		CO0016 - Customer Service Clerk	
Override Dept Name	☒	Certify Register from Alternate Job Class			☒
Probate		CO0016 - Customer Service Clerk			

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](#)

Requisition Supporting Information

Proposed		County
Effective	6/7/2016 	Payroll
Date of Hire	Pay Grade A03	Number
Notes	This is to replace Erica Simms position number 750016001	
COUNTY USE ONLY Manpower Data Entered By	COUNTY USE ONLY Manpower Data Entered On	 

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

Status: Routed to County Commission

Date Requisition Created: 6/1/2016 9:33:20 AM

Requisition ID: 1088

Requisition Properties

Start Date	6/1/2016		WorkOrderNumber	
Desired Hire Date	6/20/2016		Recruitment Number	
Position Type	Open Competitive	☒	Prefer Position(s) to be Filled By	☒

Department and Class Information

Department Name	Sheriff	☒	SelBudget	55 - SHERIFF	☒	Job Class Code and Title	CO0431 - Deputy Sheriff	☒
Override Dept Name	Select Department	☒	Certify Register from Alternate Job Class	CO0430 - Deputy Sheriff Trainee	☒			

List Requirements

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

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

Notes

Position #017 (Replacement of Frank Eckermann)

[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: 1086

Date Requisition Created: 5/26/2016 10:58:47 AM

Requisition Properties

Start Date	5/26/2016		WorkOrderNumber	
Desired Hire Date	6/6/2016		Recruitment Number	
Position Type	Open Competitive	☒	Prefer Position(s) to be Filled By	☒

Department and Class Information

Department Name	Sheriff	☒	SelBudget	55 - SHERIFF	☒	Job Class Code and Title	CO0431 - Deputy Sheriff	☒
Override Dept Name	Select Department	☒	Certify Register from Alternate Job Class	CO0430 - Deputy Sheriff Trainee				☒

List Requirements

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

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

Notes

Position #057 (Replacement of Jordan Arrighi)

[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	 

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 32

AGENDA

JUN 20 2016

Date: June 1, 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): 5 Days
Purpose of Travel: to attend the NACo Annual Conference

Traveler (s) Name: 1. Andrew Hall 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,922.32 Advance Registration Required: \$490.00
Department Name: County Commission Fund Name: General
Additional Comments: Registration - \$490.00 / Hotel - \$1,057.32 / Meals - \$375.00 / Air Fare - \$1,000.00

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

The above request is app. 6/20/16 reimbursement of actual and necessary expenses in the
approximate amount of \$2,922.32 and advance registration of \$490.00 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>\$34,500.00</u> **
Approved Requests:	<u>\$23,378.58</u>
Budget Available:	<u>\$11,121.42</u>
Current Requests:	<u>\$2,922.32</u>
Budget Balance:	<u>\$8,199.10</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/16/2016
cc: Finance Director / Buyer

** Reflects County Commission BC#1 to increase travel budget by \$12,000 on 6/20/16 agenda.

18-1

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

From Car

AGENDA

JUN 20 2016

Date: June 10, 2016
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: August 4, 2016 Return Date: August 4, 2016
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: Jackson Thornton A&A Continuing Education Class

Qualifies toward 40 hours of CPE required annually for CPA license

Traveler (s) Name: 1. Sherrill Thomas 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00
Department Name: Finance Department Fund Name: General Fund

Additional Comments: _____

To: Sherrill R. Thomas, Finance Director
From: Donald L. Mims, Administrator

The above request is app. 6/20/16 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$534.00</u>	
Budget Available:	<u>\$2,466.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$2,466.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/10/2016

cc: Finance Director / Buyer

18-2

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Sherrill R. Thomas
AGENDA

JUN 20 2016

Date: June 10, 2016
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: August 25, 2016 Return Date: August 25, 2016
Conference Leave (Days / Hours): 5 hours
Purpose of Travel: Balch & Bingham 2016 Annual Business & Personal Planning Seminar

Qualifies toward 40 hours of CPE required annually for CPA license

Traveler (s) Name: 1. Sherrill Thomas 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$47.28 Advance Registration Required: \$0.00
Department Name: Finance Department Fund Name: General Fund
Additional Comments: Registration \$30.00 Mileage \$17.28

To: Sherrill R. Thomas, Finance Director
From: Donald L. Mims, Administrator

The above request is app. 6/20/16 reimbursement of actual and necessary expenses in the
approximate amount of \$47.28 and advance registration of \$0.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department		
Fund Code:	<u>001-51110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$534.00</u>	
Budget Available:	<u>\$2,466.00</u>	
Current Requests:	<u>\$47.28</u>	
Budget Balance:	<u>\$2,418.72</u>	

Reviewed by: S. Thomas
Date: 6/10/2016
cc: Finance Director / Buyer

18.3

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 48

AGENDA

JUN 20 2016

Date: June 6, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Alabama
Departure Date: August 30, 2016 Return Date: September 2, 2016
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: attend LECC Statewide Annual Conference

Traveler (s) Name: 1. Sheriff Cunningham 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,000.00 Advance Registration Required: \$250.00
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. 6/20/16 reimbursement of actual and necessary expenses in the
approximate amount of \$1,000.00 and advance registration of \$250.00 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>\$19,022.00</u>
Budget Available:	<u>\$5,978.00</u>
Current Requests:	<u>\$1,000.00</u>
Budget Balance:	<u>\$4,978.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/9/2016

cc: Finance Director / Buyer

18-4

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 17

AGENDA

JUN 20 2016

Date: June 8, 2016
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Aldersgate United Methodist Church, Montgomery, AL

Departure Date: June 23, 2016 Return Date: June 23, 2016

Conference Leave (Days / Hours): 1 day

Purpose of Travel: Attend AOC approved training "Live Life Well" 2016 workshop

Traveler (s) Name: 1. Jimmy Rogers 4. Amanda Ashurst
2. Rachel Wert 5. Ann Sikes
3. Garry Greg 6. Patricia Strickland

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

Total (est.) Cost: \$360.00 Advance Registration Required: \$0.00

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

Additional Comments: Registration \$360

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

The above request is app. 6/20/16 reimbursement of actual and necessary expenses in the
approximate amount of \$360.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52603-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$11,000.00</u>
Approved Requests:	<u>\$3,868.99</u>
Budget Available:	<u>\$7,131.01</u>
Current Requests:	<u>\$360.00</u>
Budget Balance:	<u>\$6,771.01</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/9/2016

cc: Finance Director / Buyer

18-5

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

AGENDA

JUN 20 2016

Date: June 14, 2016
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: August 15, 2016 Return Date: August 19, 2016
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Attend the 2016 ACCA Annual Convention

Traveler (s) Name: 1. James Kelley 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,800.00 Advance Registration Required: \$200.00
Department Name: Engineering Department Fund Name: 111-53600.265
Additional Comments: Mileage, Lodging, and Meals

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

The above request is app. 6/20/16 reimbursement of actual and necessary expenses in the
approximate amount of \$1,800.00 and advance registration of \$200.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$7,000.00</u>
Approved Requests:	<u>\$2,340.00</u>
Budget Available:	<u>\$4,660.00</u>
Current Requests:	<u>\$3,127.20</u>
Budget Balance:	<u>\$1,532.80</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/14/2016

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

AGENDA

JUN 20 2016

Date: June 14, 2016
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hilton Garden Inn, Eastchase, Montgomery, Alabama
Departure Date: August 18, 2016 Return Date: August 18, 2016
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Attend seminar on The Human Element in Project Management

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

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

Total (est.) Cost: \$150.00 Advance Registration Required: \$150.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265
Additional Comments: _____

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

The above request is app. 6/20/16 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$150.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$7,000.00</u>
Approved Requests:	<u>\$2,340.00</u>
Budget Available:	<u>\$4,660.00</u>
Current Requests:	<u>\$3,277.20</u>
Budget Balance:	<u>\$1,382.80</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/14/2016
cc: Finance Director / Buyer

18-7

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

AGENDA

JUN 20 2016

Date: June 7, 2016
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, AL
Departure Date: August 21, 2016 Return Date: August 26, 2016
Conference Leave (Days / Hours): 6 Days
Purpose of Travel: AL IIA: Appraisal Manual (Res/Agr) 30 hours

Traveler (s) Name: 1. J'Varra McCall-Martin 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,314.64 Advance Registration Required: \$275.00
Department Name: Appraisal Fund Name: Reappraisal
Additional Comments: REGISTRATION: \$275.00 HOTEL: \$500.00 MEAL: \$450.00
MILEAGE: \$89.64
TOTAL EST. COST: \$1314.64

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

The above request is app. 6/20/16 reimbursement of actual and necessary expenses in the
approximate amount of \$1,314.64 and advance registration of \$275.00 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>\$9,416.15</u>	
Budget Available:	<u>\$20,583.85</u>	
Current Requests:	<u>\$1,314.64</u>	
Budget Balance:	<u>\$19,269.21</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/9/2016

cc: Finance Director / Buyer

18-8

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 12

AGENDA

JUN 20 2016

Date: June 7, 2016
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL
Departure Date: September 26, 2016 Return Date: September 30, 2016
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: IAAO 101: Fundamentals of Real Property Appraisal (30 hours)

Traveler (s) Name: 1. J'Varra McCall-Martin 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,227.40 Advance Registration Required: \$550.00
Department Name: Appraisal Fund Name: Reappraisal
Additional Comments: REGISTRATION: \$550.00 MEAL: \$375.00
MILEAGE: \$302.40
TOTAL EST. COST: \$1227.40

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

The above request is app. 6/20/16 reimbursement of actual and necessary expenses in the
approximate amount of \$1,227.40 and advance registration of \$550.00 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>\$9,416.15</u>
Budget Available:	<u>\$20,583.85</u>
Current Requests:	<u>\$2,542.04</u>
Budget Balance:	<u>\$18,041.81</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/9/2016

cc: Finance Director / Buyer

18-9

Revised October 12, 2005

JUN 20 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 64

DEPARTMENT:	County Comm Appropriations	REVIEWED:	S. Thomas	6/20/2016
DATE:	6/20/2016		Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Young Life	001-56530.498	0	10,000	10,000
Donation Revenue	001-40000.47701	(394,200)	(10,000)	(404,200)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(394,200)	0	(394,200)

JUSTIFICATION:

Budget for an appropriation to Young Life for youth programs.

LETTER OF SUPPORT

Letterhead

Office of Juvenile Justice and Delinquency Prevention
Robert T. Listenbee
OJJDT Administrator

DATE

Dear Mr. Listenbee:

This letter is in support of the Gift of Life application for the grant: **OJJDP FY 2016 Reducing Reliance on Confinement and Improving Community-Based Responses for Girls At Risk of Entering the Juvenile Justice System (CFDA #16.730)**

The Montgomery County Commission is pleased to form a collaborative relationship with the Gift of Life Foundation for this planning grant application. As the County Commission, we are well aware of the issues facing our Family Court system and of the many life stressors of the juveniles who become involved in its Juvenile Division. We would be thrilled to have the opportunity to participate on the planning team and to collaborate with other community leaders to create a better, more gender and culturally responsive, trauma-informed, and developmentally appropriate system for girls at-risk.

Montgomery County will dedicate at least one representative who will provide data, research and input from our agency and service perspective and will attend meetings and participate in all pertinent conversations and policy and program development efforts.

Respectfully,

Tammy Nix

From: Sandra Ivey <Sivey@golfound.org>
Sent: Tuesday, June 14, 2016 10:03 AM
To: Donald Mims
Subject: Re: as requested

Good morning Donnie,

Please tell me what time and location of the Monday County Commission meeting.

Thanks!

And - I have learned that I can actually provide funds to pay for 10% of some salaries of county employees who will need to be involved in this planning effort - in case that makes a difference!!.

Sandra Ivey, RN, MSN, MA
Assistant Director, Strategic Development
Gift of Life Foundation
Office: 334-273-7818
Cell: 334-590-5618

From: Sandra Ivey
Sent: Monday, June 13, 2016 3:37:21 PM
To: donaldmims@mc-ala.org
Subject: as requested

thanks so much..see attached. Let me know if good enough.

si

Sandra Ivey, RN, MSN, MA
Assistant Director, Strategic Development
Gift of Life Foundation
Office: 334-273-7818
Cell: 334-590-5618

Confidentiality Notice:

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EUGENE W. REESE
Presiding Judge
ANITA L. KELLY
Circuit Judge
CALVIN L. WILLIAMS
Circuit Judge
ROBERT T. R. BAILEY
Circuit Judge
VICKY U. TOLES
Referee
BRUCE R. HOWELL
Court Administrator

**FAMILY COURT OF MONTGOMERY COUNTY
JUVENILE DIVISION
FIFTEENTH JUDICIAL CIRCUIT**



BEVERLY RIDDLE WISE
Probation Supervisor
PATRICIA STRICKLAND
Probation Supervisor
RAY WILLIAMS
Probation Supervisor
PRESTON FRAZIER
Intake Supervisor
ANGELA STARR
Deputy Clerk
WARREN G. BRANTLEY, PhD
Court Therapist

June 14, 2016

Office of Juvenile Justice and Delinquency Prevention
Robert T. Listenbee
OJJDT Administrator

Dear Mr. Listenbee:

This letter is in support of the Gift of Life application for the grant: **OJJDP FY 2016 Reducing Reliance on Confinement and Improving Community-Based Responses for Girls At Risk of Entering the Juvenile Justice System (CFDA #16.730)**

We are in agreement that a developmental approach is needed as we strive to better serve the girls and young women who come into contact with the juvenile justice system. We are excited to have the opportunity to participate on the planning team and to collaborate with other community leaders to create a better, more gender and culturally responsive, trauma-informed, and developmentally appropriate system for girls at-risk. It will indeed take a village to formulate and implement this plan.

Our department will dedicate a representative who will devote 10% of their time to this effort. This person will provide data, research and input from our service perspective and will attend meetings and participate in all pertinent conversations and policy and program development efforts.

Sincerely,

Bruce R. Howell
Juvenile Court Administrator

1111 AIRBASE BOULEVARD • P.O. Box 9219 • MONTGOMERY, ALABAMA 36108-0219
TELEPHONE (334) 261-4100 • FAX (334) 261-4132

20-4

Scope of Work
DEA Authorization 2a
Late Spring/Early Summer 2016 Field Activities
for the Downtown Environmental Assessment Project
June 1, 2016

CH2M HILL Engineers, Inc.'s (CH2M) scope of work (SOW) to provide environmental services support to the Downtown Environmental Alliance (DEA) for the Downtown Environmental Assessment Project (DEAP) is described in the following sections. This SOW is consistent with that described in the *Final Technical Work Plan; Downtown Environmental Assessment Project; Montgomery, Alabama* (CH2M 2016), which will be referred to hereafter as the TWP.

In order to accurately estimate the costs for the field work to be performed for the DEAP, CH2M has divided the field work portion of the project (described as Authorization 2 in previous project planning documents) into two authorizations. Authorization 2a (described in this SOW) includes the comprehensive groundwater sampling event, the Cypress Creek Hydraulic Study, and additional meeting support for these efforts. Authorization 2b will include the soil-gas sampling, and EI Report preparation. The purposes of this split is so that CH2M will be able to better estimate the level-of-effort needed for the soil-gas sampling, which will be predicated on the results of the groundwater sampling.

It should be noted that Authorization 2a does not include additional budget for Community Involvement (CI) activities. Based on recent review of the CI budget from Authorization 1, CH2M believes that there is still sufficient remaining budget for CI activities during the Late Spring/Early Summer 2016 Field Activities, and plans on to continue to use this remaining budget for CI activities during this authorization. Should additional CI funding be required at the conclusion of Authorization 2a, CH2M will propose this additional funding as part of the next authorization.

Task 1: Hydraulic Study at Cypress Creek

The interaction between groundwater and the reach of Cypress Creek adjacent to the DEAP will be analyzed over two time periods (spring and summer) to assess changes due to seasonal fluctuations. Water level fluctuations will be monitored using pressure transducers set within a temporary creek gauge to be installed within Cypress Creek and a temporary piezometer (TMPZ-1; also proposed for installation). A professional land surveyor licensed in the State of Alabama will be contracted to install the creek gauge and survey the top of gauge, the bottom of the creek at the gauge, and the top of casing of the temporary piezometer. The relationship between the creek and groundwater levels at any given time will provide information as to whether groundwater is flowing into the creek (gaining reach) or surface water is flowing out of the creek into the underlying aquifer (losing reach). To evaluate seasonal changes within Cypress Creek, transducers will be deployed in the temporary creek gauge and the temporary piezometer during both a late spring (at the end of the wet season) and late summer period (at the end of the dry season).

The piezometer (TMPZ-1) will be installed by a licensed drilling subcontractor in accordance with the Alabama Environmental Investigation and Remediation Guidance (AEIRG) and the site specific sampling and analysis plan (SAP). The location of TMPZ-1 is illustrated in Figure 5-1 of the TWP (CH2M 2016). TMPZ-1 will be installed into the shallow groundwater aquifer (estimated at approximately 25 to 40 feet below land surface [bls]). TMPZ-1 will be constructed as a Type II groundwater monitoring well. Once

the well is installed, TMPZ-1 will be surveyed by a licensed, professional land surveyor in the State of Alabama, in order to establish both horizontal and vertical controls on the well.

For estimating purposes, CH2M has assumed the following:

- Prior to beginning field activities, CH2M will develop a project-specific Health and Safety Plan (HASP), which will cover the health and safety aspects for the field work described in this SOW. This HASP will be modified and updated as additional field activities are scoped for the project.
- Prior to the installation of TMPZ-1, CH2M will contact the Alabama One-Call utility location service to mark the utilities registered with the Alabama One-call Service, and will utilize a third party utility locator (provided by the drilling subcontractor) to confirm locations of utilities. CH2M will work directly with the Montgomery Water and Sewer Board to make sure their underground water and sewer lines are marked as well.
- Investigation-derived waste (IDW), such as soil cuttings, development water, and decontamination wastewater, will be placed in 55-gallon drums provided by the Drilling subcontractor and transported to the Montgomery County Landfill (soil cuttings) and the Econchate Waste Water Treatment Plant (development and decontamination wastewater) for temporary storage. CH2M assumes that four IDW drums (two for soil waste and two for liquid waste) will be generated during these activities. CH2M will collect a representative sample of each media (solid and liquid) for total volatile organic compounds (VOCs) (tetrachloroethene (PCE), trichloroethene (TCE), and dichloroethene (DCE) only) and Resource Conservation Recovery Act (RCRA) metals analyses for IDW characterization to assess disposal options. These data will be presented to the DEA Technical Committee. If the analytical results of the IDW water are below the discharge standards for the Econchate Waste Water Treatment Plant, the IDW water will be disposed at the treatment plant. If the analytical results of the IDW water is above the discharge standards for the Econchate Waste Water Treatment Plant, the IDW water will be disposed at an appropriate disposal facility. If the IDW sample results of the soil are characterized as nonhazardous, the soil will be disposed at the Montgomery County Landfill. If the results of the IDW soil analyses are characterized as hazardous, the soil cuttings will be disposed at an offsite hazardous waste disposal facility.
- CH2M assumes that waste documentation (i.e. manifests, profiles, etc.) will be signed by a representative of the City of Montgomery as the "generator" of the waste.
- For the purposes of this cost estimate, CH2M assumes that the IDW will be characterized as nonhazardous or below the discharge standards of the Econchate Waste Water Treatment Plant. If the IDW is characterized as hazardous, an addendum will be submitted to the DEA to cover the cost of offsite disposal.
- Health and safety requirements for training and fieldwork will be Level D (i.e., only use of hard hat, safety glasses, steel-toed boots, and reflective safety vests).
- One Montgomery-based CH2M field geologist, a subcontracted drilling crew, and a subcontracted civil surveyor from a Montgomery based surveying firm are estimated to complete the piezometer installation (estimated 2 day effort) and creek gauge installation (estimated 1 day effort) in 3 days. Field days for installation will average 8 hours per day.
- As described in Section 6.1.3 of the TWP (CH2M 2016), each of the two hydraulic studies will be conducted over an estimated 4 week period, for a total of 8 weeks for both studies. CH2M has budgeted 80 hours (up to 10 hours per week) of labor for a Montgomery-based junior geologist and 60 hours (up to 8 hours per week) of labor for our project geologist to make routine trips to the

study site to download data from the two transducers, tabulate the data collected, and review the data with the project senior technical consultant.

- Gauging equipment will be provided by CH2M.

Task 2: Groundwater Sampling Effort

Groundwater samples will be collected from 13 existing monitoring wells as outlined in the TWP. In addition, after installation, the temporary piezometer described in Task 1 of this SOW will also be sampled. Samples will be analyzed for site-specific chemicals of concern (COCs), as summarized in Table 5-1 of the TWP (CH2M 2016). This groundwater sampling event should be conducted during the late spring or early summer months.

Samples will be collected in accordance with the AEIRG and the site specific SAP in Appendix A of the TWP (CH2M 2016). Monitoring well purging (via three-well volume method) will be accomplished using submersible bladder pumps. Field parameters will be measured and recorded during well purging, including pH, temperature, specific conductance, oxidation-reduction potential, turbidity, and dissolved oxygen. Purge water from each well will be placed in buckets and transported to the Econchate Waste Water Treatment Plant where it will be stored in drums or other approved containers. Quality assurance/quality control (QA/QC) samples will be collected at the following frequency for COC analyses:

- One trip blank per cooler per day
- One field duplicate per each 10 environmental samples
- One matrix spike/matrix spike duplicate per each 20 environmental samples
- One equipment blank or decontamination rinse sample per day
- One field blank of the decontamination water source per event

A total of 25 samples will be collected for COC analysis (via Method 8260B), which will be performed by a subcontracted laboratory. The total number of samples includes the appropriate QA/QC samples, as listed previously. The data will be validated and evaluated for usability to a level compliant with U.S. Environmental Protection Agency (EPA) and Alabama Department of Environmental Management (ADEM) guidelines. Also, an estimated 10 IDW samples will be collected from the purge water drums for total VOC analysis to evaluate disposal options.

For estimating purposes, CH2M assumes the following:

- The DEA will be responsible for disposal of the IDW; in this case, purged groundwater. IDW will be placed in 55-gallon drums and stored at the Econchate Waste Water Treatment Plant. CH2M will sample each drum for total VOCs (PCE, TCE, and DCE only) and RCRA metals analyses and will submit the analytical results to the DEA Technical Committee. If the analytical results are below the discharge standards for the treatment plant, the purge water will be disposed of at the plant. If the analytical results of the IDW water are above the discharge standards for the treatment plant, the purge water will be disposed at an off-site facility, which will require a change order.
- Sampling equipment will be provided by CH2M.
- Health and safety requirements for training and fieldwork will be Level D (safety glasses, leather work boots, and reflective safety vests). Traffic control items (such as barricades and sawhorses) will be provided by the City of Montgomery.

- One team of two people can accomplish the groundwater sampling event within 5 days. It is assumed that the sampling team will be comprised of CH2M junior staff from the CH2M Montgomery office to minimize expenses and travel costs.
- Field days for sampling will average 10 hours for 5 days. CH2M has budgeted for shipping samples to the laboratory in 5 coolers via priority overnight delivery at \$100 each.
- A subcontracted laboratory will analyze the groundwater samples with standard 2-week turnaround time.
- The sampling team will require a rental truck for 5 days.
- The project chemist will use automated data validation processes, requiring up to 24 hours for the data set to be validated.
- While no formal deliverable is planned for this groundwater sampling effort. CH2M has budgeted labor for our project hydrogeologist to review the validated lab reports, develop data tables, and develop potentiometric surface maps, and iso-concentration maps, which will be used in meetings with the DEA and ADEM to present the groundwater results.

Task 3: Continued Meeting Facilitation and Coordination Support.

This task includes providing continued meeting facilitation support for the Late Spring/Early Summer field activities of the DEAP. Specifically, CH2M will prepare for and attend the following meetings that are anticipated during this portion of the project:

- Meeting/conference call with the DEA Technical Committee to discuss the results of the groundwater sampling event and the hydraulic study data obtained to this point.
- Conference call with the DEA Executive committee to provide an update on the field activities.
- Meeting with ADEM to present the groundwater sampling results, the hydraulic study results, and discuss the locations of the follow-on soil-gas sampling to be done during the next phase of field activities.

CH2M anticipates that each meeting will be up to 4 hours in duration, and will require up to 2 hours to prepare information for the meetings. CH2M also assumes that four representatives from CH2M will attend meetings (either in person or via telephone; no travel costs included). CH2M anticipates that conference calls will be up to 2 hours in duration, and four CH2M representatives will attend. In lieu of formal meeting minutes, CH2M will prepare e-mail summaries of the calls and meetings to summarize the discussion and action items for each meeting or call.

Project Cost Estimate

Table 1 lists the estimated costs, including labor and expenses, for the scope of work described in this letter on a time-and-materials basis.

TABLE 1
Estimated Task Order Addendum Project Cost
Authorization 2a – Late Spring/Early Summer Field Activities

Task	Labor Cost	Expenses*	Total
1: Hydraulic Study at Cypress Creek	\$ 35,183	\$ 23,739	\$ 58,922
2: Groundwater Sampling Effort	\$ 45,493	\$ 9,702	\$ 55,195
3: Continued Meeting Facilitation and Coordination Support	\$ 20,785	\$ 198	\$ 20,983
Totals	\$ 101,461	\$ 33,639	\$ 135,100

Notes:

* - Expenses represent costs associated with subcontractor, travel (air travel, per diem, rental vehicles, and gasoline), and supplies and equipment needs.

The work described herein will be conducted on a time-and-materials basis in accordance with the terms and conditions of the CH2M Standard Agreement executed for this work with the City of Montgomery. Compensation will be on a cost reimbursement basis consistent with that contract and will be based on salary costs plus 115 percent of salary costs plus direct expenses. There will be a 5-percent markup placed on any subcontractor or outside service.

Schedule

If authorization is received on or before June 6, 2016, the Late Spring/Early Summer field activities are expected to begin by late-June 2016. These schedules are in general accordance with the deliverable schedule presented in Table 1 of the ADEM Settlement Agreement for Site Response.



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

CH2M HILL'S OFFICE ADDRESS: 4121 Carmichael Road; Suite 400; Montgomery, AL 36106

CH2M HILL'S PROJECT NO.: 666378

PROJECT NAME: Authorization 2a - Spring Field Activities for the Downtown Environmental Assessment Project

CLIENT: City of Montgomery

CLIENT'S ADDRESS: 103 North Perry Street; Montgomery, AL 36101

CLIENT requests and authorizes CH2M HILL ENGINEERS, INC. (hereinafter "CH2M") to perform the following Services:

Scope of Services

See attached Scope of Work dated June 1, 2016.

Compensation

Compensation by CLIENT to CH2M will be on a cost reimbursement basis and will be based on salary costs plus 115 percent of salary costs plus direct expenses. There will be a 5-percent markup placed on any subcontractor or outside service. The budget ceiling for this scope of work is **\$135,100**, which shall not be exceeded without a revision to this AGREEMENT. When any budget has been increased, CH2M's excess costs expended, prior to such increase, will be allowable to the same extent as if such costs had been incurred after the approved increase.

Schedule

Assuming Notice-to-Proceed is received by June 6, 2016, CH2M anticipates the field activities described in the attached Scope of Work to begin in late-June 2016.

Other Terms

CH2M will monitor progress of the project and inform the CLIENT of deviations from the scope that may cause adjustments to the budget and/or work effort, if deemed necessary. CH2M is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is the CLIENT obligated to pay CH2M beyond these limits.

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT:

Signature

Name (printed)

Title

Date

CH2M HILL ENGINEERS, INC.:

Signature

Name (printed)

Title

Date

J.P. Martin, P.E.

Vice President

5/19/16

PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for CH2MHILL to proceed with the Services, unless otherwise provided for in this AGREEMENT.

2. Salary Costs

CH2M HILL's and its affiliated companies' Salary Costs, when the basis of compensation, are the amount of wages or salaries paid CH2M HILL employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. Per Diem Rates

CH2M HILL's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by CH2M HILL employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation/adjustment.

4. Subcontracts and Direct Expenses

When Services are performed on a cost reimbursement basis, a markup of 5 percent will be applied to subcontracts and outside services and a markup of zero percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) CH2M HILL's current standard rate charges for direct use of CH2M HILL's vehicles, laboratory test and analysis, and certain field equipment; and (3) CH2M HILL's standard project charges for computing systems, and health and safety requirements of OSHA.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to CH2M HILL's compensation when invoicing CLIENT.

5. Cost Opinions

Any cost opinions or Project economic evaluations provided by CH2M HILL will be on a basis of experience and judgment, but, since CH2M HILL has no control over market conditions or bidding procedures, CH2M HILL cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Standard of Care

The standard of care applicable to CH2M HILL's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CH2M HILL's services are performed. CH2M HILL will re-perform any services not meeting this standard without additional compensation.

7. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, CH2M HILL will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

8. Payment to CH2M HILL

Monthly invoices will be issued by CH2M HILL for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or

portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

9. Limitation of Liability

CH2M HILL's liability for CLIENT's damages will, in the aggregate, not exceed \$100,000. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it. In no event shall CH2M HILL, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or CH2M HILL's performance or non-performance of services pursuant to this Agreement.

Limitations of liability provided herein will apply whether CH2M HILL's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include CH2M HILL's officers, affiliated corporations, employees, and subcontractors.

10. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

11. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CH2M HILL and has no third party beneficiaries except as provided in Provision 10.

12. Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that CH2M HILL is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

13. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

14. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

15. Force Majeure

If performance of the Services is affected by causes beyond CH2M HILL's reasonable control, project schedule and compensation shall be equitably adjusted.

16. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

17. Changes

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CH2M HILL's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

MEMORANDUM**June 16, 2016**

TT6

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Statement of Work from CH2M Hill Engineers, Inc., regarding Downtown Environmental Alliance

I have reviewed your memorandum dated June 15, 2016, regarding a proposed Statement of Work (SOW) 2a for the 2016 Field Activities from CH2M Hill Engineers, Inc., to Downtown Environmental Alliance.

It is my opinion that Section 16 Dispute Resolution in the Provisions of the Standard Agreement for Professional Services needs to be replaced with the County's standard dispute resolution language as follows:

"If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and CH2M Hill Engineers, Inc."

Everything else in the Scope of Work and the agreement appear to be in order and will be binding on all parties if executed.

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

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

Amendment
To
Contract # 51901-13B-014

Amendment No. 1

Contract with G & K Services, Inc. for uniform rental, to be provided for county departments, is hereby extended for sixty (60) days beginning July 1, 2016 and ending August 30, 2016.

All other provisions of the contract will remain the same.

WITNESS: G & K SERVICES, INC.

BY: _____

TITLE: _____

WITNESS: MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

Amendment
To
Contract # 51100-16B-004

Amendment No. 1

Contract for security guard services for Montgomery County, to be provided at South Probate/Revenue Office, 3425 McGehee Rd., Montgomery, AL 36111 is hereby amended as follows:

The following building will be added to the contract, South Probate/Revenue. Security guard services will be provided on a daily basis at \$10.22 per hour. Pay for overtime hours, which is time and a half, will be based on hourly price bid. Invoice should be billed to Montgomery County Commission, P. O. Box 1667, Montgomery, Alabama 36102-1667.

All other provisions of the contract will remain the same.

WITNESS: MSF, INC.

BY: _____

TITLE: _____

WITNESS: MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Robert Bentley
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHEAST REGION
OFFICE OF REGION ENGINEER
CAPITOL COMMERCE CENTER
100 CAPITOL COMMERCE BLVD.
STE 210, BUILDING B
MONTGOMERY, ALABAMA 36117
Telephone: (334) 353-6850



John R. Cooper
Transportation Director

AGENDA

JUN 20 2016

June 16, 2016

Bishop Jimmy Lee Sawyer
Mathew Church of God
1251 Herron Street
Montgomery, AL 36104

Re: Intersection of Alabama Highway 126 and Wares Ferry Road

Dear Bishop Sawyer:

Thank you for meeting with officials of the Alabama Department of Transportation (ALDOT) on Tuesday, June 14, 2016 regarding the intersection of Alabama Highway 126 and Wares Ferry Road. We appreciate your interest and concern in the safety of our state transportation network.

The installation of a signal at this intersection would create conditions where vehicles stopped for the signal on Alabama Highway 126 would not leave sufficient stopping distance for vehicles behind them. Therefore, it is our position that a signal would not have the desired effect of improving safety and would instead lead to additional crashes.

At this time ALDOT is committed to the following regarding the above referenced intersection:

- Evaluate the current rumble strips to ensure they have been constructed according to specifications.
- Upgrade the existing "intersection ahead" signs by installing new signs on both sides of the road on Alabama Highway 126 East and Alabama Highway 126 West.
- Update traffic counts and use them to reevaluate the installation of a signal and compare those results to the analysis of 2013.
- Investigate the vertical curve on Ala. Hwy 126 East to determine what level of work would be required.

Thank you for taking the time to meet with us. Please let me or Brantley Kirk know if you have any remaining questions or concerns.

Sincerely,

George H. Conner, P.E.
Southeast Region Engineer

GHC/BMCK

CC: Mr. Edward Kelly
Mr. Josh Kervin
Mr. Kris Kiefer
Mr. David Bohannon
Mr. Steve Graben
~~Mr. Elton Dean~~
Mr. James Kelly
Mr. Brad Flowers

24-1

JUN 20 2016

Tammy Nix

From: George Speake
Sent: Thursday, June 16, 2016 4:11 PM
To: sr2384us@gmail.com
Cc: 'ttg@hsg-law.com'; Means, Tyrone (TCMeans@tmgsllaw.com); James Kelley; Florence Cauthen; Donald Mims; Tammy Nix
Subject: Selbrook Ditches
Attachments: Selbrook Ditches.pdf; Selbrook Ditches Stacey Roten Email.pdf

Dear Ms. Roten:

It is my understanding you will be coming to the June 20, 2016, County Commission meeting to discuss maintenance of the drainage ditches in Selbrook Subdivision. We have researched our subdivision files, and I have attached the following items pertaining to this issue:

- Copy of your May 24, 2016, email to Donald Mims and Tammy Nix
- Copy of a July 20, 1967, letter concerning the storm inlet grate you mentioned in your email
- Copies of resolutions by which the County Commission approved Selbrook Subdivision with the understanding the County accept no maintenance responsibilities associated with off-street drainage or the drainage easements on the back and sides of subject property

George C. Speake, P.E., P.L.S.
Montgomery County Engineer
P.O. Box 1667
Montgomery, AL 36102-1667
Email: georgespeake@mc-ala.org
Teleophone: (334) 832-2551

Tammy Nix

From: Stacey Roten <sr2384us@gmail.com>
Sent: Tuesday, May 24, 2016 11:22 AM
To: Donald Mims; Tammy Nix
Subject: Getting on county commission meeting for 6/20

We, as a neighborhood of Selbrook, are wanting to express concern, and find solution to our ditch problems....each street has a storm ditch/alley behind it, the county USED to keep up the maintenance of them.....they have not been done in YEARS, we were told due to budget cuts.....they are so overgrown, there is no possibility of us, as homeowners can cut and maintaining them....with the new threat of the Zynga virus, we really need to have this health issue addressed, and it also poses a flood hazard....there are also storm sewer street drains with no "cage" on them... posing a drowning safety issue for our children in the area
Thank you, Stacey Roten. 593-2683

CAMERON ENGINEERING COMPANY

500 SOUTH HULL STREET
MONTGOMERY, ALABAMA 36104

July 20, 1967

County Engineer
Montgomery County
Court House
Montgomery, Alabama

Dear Sir:

Submitted herewith are three sets of prints of proposed improvements in Selbrook Subdivision, Extension 1, Plat No. 3.

These plans cover a proposed addition or extension of this existing subdivision. The major change in the plans is that the owner is contemplating the use of concrete curb and gutter street section rather than the existing pavement and roadside ditch section.

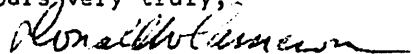
In these plans, we call for a standard FHA street section, using a 26-foot clear width between curbs, or 27 feet back-to-back of curb. This results in a 23-foot asphalt pavement between the lips of the curbs. We believe that this section is more in keeping with this area than the standard City width for several reasons:

1. This is a low-density residential area. These lots are a minimum 100-foot frontage, and other lots in the area are from 150 to 300 feet in frontage.
2. These streets are an extension of existing streets and will carry less traffic than those between this plat and the Old Selma Road.
3. Geary Drive, the principal street in this platted section, has an existing pavement width of 18 feet. Hinson Drive has a paved width of 20 feet. It appears that the section proposed is more in keeping with these existing facilities. As a matter of interest, I also measured the paved width of the Old Selma Road in the vicinity of the Geary Drive intersection, and found it to be 22 feet in width.

Wherever possible, I have used a curb flume section in order to eliminate the maintenance necessary on the conventional curb inlet with grate openings. Where a catch basin or curb inlet is required, I have designed an open-throat type of inlet. This inlet does not use a grate which tends to catch trash. The casting shown is the standard cleanout box frame and cover from the conventional curb inlet in use locally.

Your review of these plans and presentation to the Board of Revenue will be appreciated.

Yours very truly,



Donald W. Cameron

RECD
7-22-67

25-3

REGULAR ADJOURNED MEETING

MONTGOMERY COUNTY BOARD OF REVENUE

JULY 6, 1970

PRESENT: President McWhorter, Members Gentry, Gray, Joseph, and Russell
(Engineer Bass, Attorney Kohn, Clerk Suddath)

ABSENT: None

The meeting was opened with prayer led by Mr. Joseph.

The minutes of the previous meeting were read and approved.

--- BUSINESS ---

Mr. Gentry made the motion that a variance be granted for the construction of sidewalks in the Selbrook Subdivision and the streets be accepted for maintenance as approved as per specifications of the County Engineer, but with the positive understanding, that the County accept no responsibility for maintenance of any damage resulting from water or flood drainage along said streets or any off-street damage resulting from water or flood drainage along said streets. Further, that it be with the full understanding that this maintenance be terminated if and when the above described streets come within the corporate limits of the City of Montgomery. The motion was duly seconded by Mr. Joseph and unanimously approved by the Board.

--- ADJOURNMENT ---

There being no further business to come before the Board at this time, it stood adjourned until Monday, July 13, 1970, at nine-thirty o'clock in the morning.

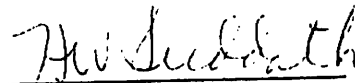
Clerk

President

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

I, H. W. Suddath, as Clerk of the Board of Revenue of said County and State, hereby certify that the foregoing is a true and correct extract from the Minutes of the Board of Revenue of Montgomery County, Alabama, held on to-wit July 6, 1970.

This the 8th day of July, 1970.


H. W. Suddath, Clerk

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REGULAR ADJOURNED MEETING

MONTGOMERY COUNTY BOARD OF REVENUE

AUGUST 14, 1967

PRESENT: President Joseph, Members Hall, Morton and Sellers
(Engineer Bass, Attorney Goldthwaite and Clerk Suddath)

ABSENT: Member Gray

The meeting was opened with prayer led by Mr. Morton.

The minutes of the previous meeting were read and approved as corrected.

--- B U S I N E S S ---

Mr. Dan W. Cameron, Engineer, requested the specifications for construction of certain streets in the Selbrook Subdivision, Extension No. 1, Plat No. 3, be reduced from a 31 foot width to a 27 foot width with curb and gutter. After discussion, Mr. Hall made the motion that the County approve the request and that a variance be granted and limited to the streets in the Selbrook Subdivision, Extension No. 1, Plat No. 3, only. Mr. Morton duly seconded the motion and it was unanimously approved by the Board.

--- A D J O U R N M E N T ---

There being no further business to come before the Board at this time, it stood adjourned until Monday, August 21, 1967, at ten o'clock in the morning.

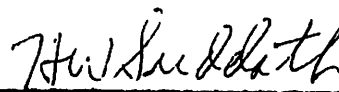
/s/ W. F. Joseph, Jr.
President

/s/ H. W. Suddath
Clerk

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY }

I, H. W. Suddath, as Clerk of the Board of Revenue of said County and State, hereby certify that the foregoing is a true and correct extract from the minutes of the Board of Revenue of Montgomery County, Alabama, held on to-wit, August 14, 1967.

This the 1st day of September, 1967.


H. W. Suddath, Clerk

REGULAR ADJOURNED MEETING

MONTGOMERY COUNTY BOARD OF REVENUE

NOVEMBER 25, 1968

PRESENT: President McWhorter, Members Gentry, Gray, Joseph and Russell
(Engineer Bass, Attorney Kohn and Clerk Suddath)

ABSENT: None

The meeting was opened with prayer led by President McWhorter.

The minutes of the previous meeting were read and approved.

--- BUSINESS ---

Engineer Bass presented a request for County maintenance of the streets as shown in Sellbrook Extension, Plat No. 4-A. Mr. Joseph made the motion that the County accept for maintenance the streets as shown in Sellbrook Extension, Plat No. 4-A, as approved as per specifications of the County Engineer, but with the positive understanding that the County accept no responsibility for maintenance of any damage resulting from water or flood drainage along said streets or any off-street damage resulting from water or flood drainage along said streets. Further, that it be with the full understanding that this maintenance be terminated if and when the above described streets come within the corporate limits of the City of Montgomery. The motion was duly seconded by Mr. Gray and unanimously approved by the Board.

ADJOURNMENT ---

There being no further business to come before the Board at this time, it stood adjourned until Monday, December 2, 1968, at ten o'clock in the morning.

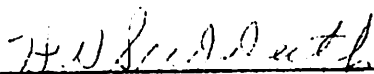
/s/ Mack McWhorter
President

/s/ H. W. Suddath
Clerk

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

I, H. W. Suddath, as Clerk of the Board of Revenue of said County and State, hereby certify that the foregoing is a true and correct extract from the minutes of the Board of Revenue of Montgomery County, Alabama, held on to-wit, November 25, 1968.

This the 2nd day of December, 1968.



H. W. Suddath, Clerk

REGULAR ADJOURNED MEETING
MONTGOMERY COUNTY COMMISSION
AUGUST 21, 1972

PRESENT: Chairman McWhorter, Members Gentry, Gray, Joseph and Russell
(Engineer Holloway, Attorney Jones and Administrator Suddath)

ABSENT : None

The meeting was opened with prayer led by Mr. Gentry.

The minutes of the previous meeting were read and approved.

B U S I N E S S

Engineer Holloway presented a request for County maintenance of the streets as shown in Extension No. 1, Selbrook Subdivision, Plat No. 5. Mr. Joseph made the motion that the County accept for maintenance the streets as shown in Extension No. 1, Selbrook Subdivision, Plat No. 5 with the complete understanding that the drainage easements on the back and sides of the property are private easements and shall not be subject to maintenance under this resolution when such streets have been approved by the County Engineer in accordance with the resolution adopted by the County Commission on July 17, 1972, but with the positive understanding that the County accept no responsibility for flood drainage along said streets or any offstreet damage resulting from water or flood drainage along said streets. Further, that it be with the full understanding that this maintenance be terminated if and when the above described streets come within the corporate limits of the City of Montgomery. The motion was duly seconded by Mr. Russell and unanimously approved by the Commission.

A D J O U R N M E N T

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, September 11, 1972, at nine-thirty o'clock in the morning.

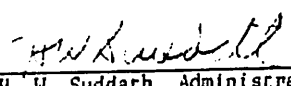
/s/ H. W. Suddath
Administrator

/s/ Mack O. McWhorter
Chairman

STATE OF ALABAMA |
 |
COUNTY OF MONTGOMERY |

I, H. W. Suddath, as Administrator of the County Commission of said County and State, hereby certify that the foregoing is a true and correct extract from the minutes of the meeting of the County Commission of Montgomery County, Alabama, held on to-wit, August 28, 1972.

This the 31st day of August, 1972.



H. W. Suddath, Administrator

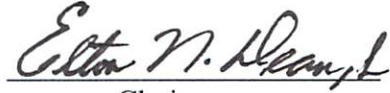
25-7

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Tuesday, July 5, 2016, at 8:00 in the morning.



Administrator



Chairman