

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
JULY 6, 2015

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. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

Administrator Mims stated that at the July 20, 2015 Commission meeting, Finance Director Sherrill Thomas will provide a review for the 2015-2016 Budget and the Commission will conduct budget hearings on July 21-22, 2015.

Administrator Mims presented a letter from County Extension Coordinator Jimmy D. Smitherman requesting funding in the amount of \$2,000 to the Alabama Cooperative Extension System, for the 2015 Successful Aging Initiative Conference. After discussion, Chairman Dean, Vice Chairman Harris and Commissioners Hall and Walker requested a \$500 miscellaneous appropriation from each of their accounts for the event.

Administrator Mims presented a letter from Bellingrath Middle School requesting funding for the Cheerleading program. After discussion, Vice Chairman Harris requested a \$500 miscellaneous appropriation from his account and Commissioners Hall and Walker requested a \$250 miscellaneous appropriation from each of their accounts for the program.

Commissioners Hall and Walker requested a \$1,000 miscellaneous appropriation from each of their accounts for the AUM Dixie Baseball and Softball League, for travel costs to the State Championship.

Commissioner Williams requested a \$250 miscellaneous appropriation from his account for the City of Montgomery, to be used by BONDS to support Nixon Times Neighborhood, with funding to promote the Community Enhancement and Beautification Programs/Projects.

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

PRESENTATION BY MONTGOMERY CITY-COUNTY PERSONNEL DIRECTOR
CARMEN DOUGLAS

Montgomery City-County Personnel Director Carmen Douglas briefed the Commission regarding a Position Fill Request for Personnel Associate, Position Number 700191002 from the Personnel Department. After discussion, the Commission agreed to waive rules and add this request to the agenda.

PRESENTATION BY HONORABLE CHARLES PRICE

Honorable Charles Price informed the Commission that a Resolution authorizing the Petition to Annex certain County-owned property into the corporate city limits of Montgomery, Alabama was on the agenda and stated that he would be available to answer any questions that the Commission may have regarding this item. There were no questions by the Commission.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented Budget Change Request Number 1 from the Appraisal Department, Budget Change Request Number 1 from Community Corrections, Budget Change Request Number 2 from the Detention Facility, Budget Change Request Number 4 from the Emergency Communications District Board, Budget Change Request Number 12 from the Engineering Department, Budget Change Request Number 2 from Information Systems, Budget Change Request Number 7 from the Probate Judge's Office and Budget Change Request Number 2 from the Revenue Commissioner's Office. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Administrator Mims presented a memorandum from Chief Appraiser Clay Henley requesting to participate in the 2015 Class of Leadership Montgomery. After discussion, the Commission agreed to waive rules and add this request to the agenda.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding Amendment Number 1 to Contract with Seacoast Disposal, Inc., for garbage collection services for County Buildings (Contract #51901-15B-022). After discussion, the Commission agreed to waive rules and add this Amendment to the agenda.

Deputy Administrator Cauthen presented a Bid Award to the next lowest bidder for Sheriff's leather and accessories, Bid No. 52110-14B-026. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY DIRECTOR OF CORPORATE DEVELOPMENT JUSTICE SMYTH
WITH THE MONTGOMERY AREA CHAMBER OF COMMERCE

Director of Corporate Development Justice Smyth with the Montgomery Area Chamber of Commerce briefed the Commission regarding a Project Agreement by and between the City of

Montgomery, Montgomery County Commission and Sykes Enterprises Incorporated. After discussion, the Commission agreed to waive rules and add this item to the agenda.

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

Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission briefed the Commission regarding a Weatherization Assistance Program (WAP) Grant Number DOE-028-15. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding a Letter of Engagement of Appraisal Assignment regarding property on Terminal Road. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Deputy Administrator Cauthen briefed the Commission regarding Amendment Number 4 to Contract with Topco Pest Control Services, for pest control service (Contract #51100-13B-024). After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding Change Order Number 5 to the Agreement with Holley-Henley Builders, Inc., concerning renovations and alterations to the Montgomery County Greil Mansion for the Montgomery County Public Defender's Office. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding the implementation of a five percent (5%) local vendor preference under the Alabama Bid Law. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY FINANCE DIRECTOR SHERRILL THOMAS

Finance Director Sherrill Thomas briefed the Commission regarding an additional step increase with promotional pay increase for Payroll and Benefits Manager with the Finance Department. After discussion, the Commission agreed to place this item on the next agenda.

Finance Director Sherrill Thomas briefed the Commission regarding a Position Fill Request for Payroll and Benefits Assistant, Position Number 210112001, from the Finance Department. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE HOWELL

Juvenile Court Administrator Bruce Howell briefed the Commission regarding a Position Fill Request for Court Operations Clerk I, Position Number 900378069, from the Youth Facility. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding an allocation of three Maintenance Mechanics for the Detention Facility Maintenance. After discussion, the Commission agreed to waive rules and add these items to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented Position Fill Requests for Corrections Officer Corporal, Position Number 14, Corrections Officer Trainee/Corrections Officer, Position Number 182 and Corrections Officer Trainee/Corrections Officer, Position Number to be determined, from the Detention Facility. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented Position Fill Requests for Deputy Sheriff Corporal, Position Number 56 and Deputy Sheriff Trainee/Deputy Sheriff, Position Number to be determined, from the Sheriff's Office. After discussion, the Commission agreed to place these items on the next agenda.

PRESENTATION BY AT RISK COORDINATOR TIM BAKER WITH MONTGOMERY PUBLIC SCHOOLS

At Risk Coordinator Tim Baker with Montgomery Public Schools briefed the Commission regarding a Grant Application for the Byrne JAG Prevention, Education and Intervention Grant (The Parent Project). He stated that the ADECA grant requires that a Government entity serves as the direct sub grantee of the State of Alabama and requested for the County Commission to serve as the grant applicant. Commissioner Walker stated that she did not feel comfortable waiving rules. Mr. Baker noted that the deadline for the grant application is before the next Commission meeting. No other action was taken by the Commission.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding ratification of a Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 3AMS (FY2013 - \$40,932) for the Sheriff's Office. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci stated that he had nothing to report.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding an Agreement with the Town of Pike Road for maintenance of a nature trail on Marler Road and related Resolution.

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

Mr. Speake briefed the Commission regarding an Agreement with the Alabama Department of Transportation regarding resurfacing Mount Zion Road (CR-39) from Davis Crossroads to Woodley Road (6.327 Miles), Project No. STPAA-5114(252), MCP 51-76-15 and related Resolution. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Mr. Speake briefed the Commission regarding a Resolution and Letter of Intent for Resurfacing Pike Road (CR-85) from Wallahatchie Road (CR-83) North to US 80 (5.880 Miles), Project No. MCP 51-77-16. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Mr. Speake briefed the Commission regarding a Resolution and Letter of Intent for resurfacing Moore Road (CR-89) from Intersection with SR 94 North to US 231 (3.894 Miles), Project No. MCP 51-78-16. After discussion, the Commission agreed to waive rules and add these items to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding payment to the City of Montgomery, not to exceed \$4,800 for the proposed efforts of CH2M Hill regarding the Downtown Environmental Project. After discussion, the Commission agreed to place this item on the next agenda.

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 briefed the Commission regarding a proposal from Sheriff Derrick Cunningham that the Montgomery County Emergency Management Communications District (EMCD) Board charge the Sheriff with oversight and direction of the E911 system. Commissioner Walker inquired as to the status of Rural Addressing Coordinator Jane Brown. Administrator Mims responded that Ms. Brown would continue as the Rural Address Coordinator, but would report to the Sheriff. After discussion, the Commission agreed to schedule a Special Call Meeting on July 20, 2015, of the EMCD Board and place this item on its agenda.

Administrator Mims presented a schedule of upcoming Bids/Contract renewals for July and August 2015.

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

PRESENTATION BY PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry reviewed the calendar of upcoming events. She noted that the first meeting for the planning committee of Montgomery County 200th Birthday Celebration will take place on Thursday, July 9th, 2:00 p.m., in the Commission Chambers. She encouraged the Commissioners to attend.

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 Commissioner Walker.

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

Commissioner Williams made a motion to approve the Minutes of the Regular Meeting of June 15, 2015. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

CONSENT AGENDA

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

Commissioner Hall made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 7, are attached to these Minutes.)

PUBLIC HEARING

PUBLIC HEARING REGARDING SYKES ENTERPRISES INCORPORATED PROJECT AGREEMENT

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that at 9:30 a.m. at the regularly scheduled meeting of the Montgomery County Commission, Montgomery, Alabama, to be held on July 6, 2015, in the Commissioners' Court of Montgomery County Administration Building Annex III, located at 101 S. Lawrence Street, Montgomery, Alabama 36104, the Montgomery County Commission, as the governing body of Montgomery County, will consider, discuss, and take action on a resolution that authorizes the execution and delivery of a Project Agreement by and among the Montgomery County Commission, the City of Montgomery, and Sykes Enterprises Incorporated, a Florida corporation ("Company") and the use of and grant of public funds by the County. Pursuant to Amendment No. 713 and Amendment 772 to the Constitution of Alabama (1901), the County is authorized to lend its credit to or grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development within its jurisdiction. The Project Agreement provides that the Company will make a substantial capital investment in constructing and operating a facility in Montgomery, Alabama wherein the Company will provide back office and customer support (the "Facility" or the "Project") and wherein Company is endeavoring to employ at least 530 Full-Time Employees earning an average wage of at least \$10.00 per hour, exclusive of benefits, with a total capital investment in developing, constructing and equipping the Facility of not less than \$3,000,000. The City and the County shall make available public funds as an incentive, up to one hundred fifty thousand dollars (\$150,000) to reimburse the Company for Capital Costs incurred directly by the Company in developing, constructing and equipping the Facility. The Company shall return or repay certain funds if specific target levels are not met. The County's use and grant of public funds are in consideration of, among other things, the commitment of Company to the total capital investment, employment and wage levels, and Project Agreement setting out the construction, performance and operation schedule for the Project. The public benefits sought to be achieved by the approval of the Agreement include: promotion of local economic and commercial development; increasing employment opportunities in the County; promoting the location and retention of business enterprises in the County; and by promoting the health, welfare and prosperity of the citizens of the County enhancing the overall quality of life of the citizens of the County. This notice is being given pursuant to Amendment No. 713 and Amendment 772 to the Constitution of Alabama (1901), as amended, as the expenditure of funds by the County is for the purpose of promoting local economic and industrial development within Montgomery County, Alabama.

End of Public Hearing Notice

Chairman Dean opened the Public Hearing and asked if anyone in the audience wanted to speak regarding Sykes Enterprises Incorporated Project Agreement. Chairman Dean asked Montgomery Area Chamber of Commerce Director of Corporate Development, Justice Smyth to tell the audience about the project. Mr. Smyth stated that Sykes Enterprises Inc., will fill 250 jobs by the end of 2015 and will add another 250 jobs over the next three to four years. Chairman Dean thanked Mr. Smyth and then declared the Public Hearing closed.

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION CONCERNING CITY OF MONTGOMERY ANNEXATION

Administrator Mims presented the following memorandum:

July 2, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Resolution regarding City of Montgomery Annexation

The Montgomery County Commission, at its meeting on June 15, 2015, agreed to place on the next agenda a Resolution regarding City of Montgomery Annexation.

Should you have any questions, please contact me.

Attachment

End of Memorandum

Commissioner Hall made a motion to adopt the resolution. The motion was seconded by Commissioner Walker. Chairman Dean, Commissioner Hall, Commissioner Walker and Commissioner Williams voted in favor of the motion. Vice Chairman Harris voted in opposition and the motion carried. (Copies of Resolution, Petition and Maps, Agenda Pages 1-2 through 1-10, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 4ATL (FY2014 - \$30,000)

Administrator Mims presented the following memorandum:

July 2, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 4ATL (FY2014 - \$30,000), Sheriff's Office

The Montgomery County Commission, at its meeting on June 15, 2015, agreed to place on the next agenda a Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 4ATL (FY2014 - \$30,000) for the Sheriff's Office.

I am requesting approval of this item.
Attachment

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Memorandum and Cooperative Agreement, Agenda Pages 2-2 through 2-13, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH CHANO & SON'S FOR JANITORIAL SERVICES (CONTRACT #51901-14B-012)

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 5, 2015

Re: Contract 51901-14B-012, Janitorial Services

Request the attached Amendment No. 1 to the contract 51901-14B-012 for janitorial services with Chano & Sons to be considered for approval on a future agenda.

Amendment No. 1 adds 9,007 square feet on the third floor of Annex III at a cost of \$.96 per square foot for a monthly charge of \$720.56. Cost per square foot of all areas under the contract range from \$.88 to \$1.06 per square foot.

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 Hall and unanimously approved by the Commission. (Copies of Letter and Amendment, Agenda Pages 3-2 and 3-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH HUMPHRIES LAWN SERVICE FOR GRASS CUTTING SERVICES (CONTRACT #51901-13B-019)

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

MEMORANDUM

To: Donald L. Mims
County Administrator

From: Myrtle Singleton
Purchasing Manager

Date: June 10, 2015

Re: Contract No. 51901-13B-019
Grass Cutting Services

I request that the attached Amendment No. 2 to the Humphries Lawn Service contract for grass cutting services, be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning August 1, 2015 and ending on July 31, 2016.

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

This contact extension has been coordinated with James Williams, Superintendent of Parks and Recreation.

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. (Copies of Amendment and Letter, Agenda Pages 4-2 and 4-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED CHANGE ORDER REQUEST NUMBER 3 TO AGREEMENT WITH RUSSELL CONSTRUCTION OF ALABAMA, INC., REGARDING COUNTY COURTHOUSE ANNEX I, THIRD FLOOR RENOVATIONS AND ALTERATIONS FOR THE DISTRICT ATTORNEY AND CHILD SUPPORT OFFICES

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

June 10, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Annex I DA Renovations-Change Order #3

Attached is Change Order #3 to the contract with Russell Construction of Alabama for Annex I renovations for the DA. The change order adds \$7,178.00 for additional security (as authorized by the Commission at its meeting on April 6, 2015) and deducts \$107,178 security allowance and \$150,000 voice and data equipment allowance. The removal of these funds makes them available for the County to pay for the work completed in Phase I of the project.

I request that the Commission approve Change Order #3 at its next meeting.

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Letter and Change Order, Agenda Pages 5-2 through 5-14, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

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

July 6, 2015

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 contract:

C-2015-75: East Montgomery Baseball and Softball, Inc., for Baseball and Softball Programs for East Montgomery Youth - \$500; (Harris)

End of Memorandum

During the County Commission Meeting this date, Chairman Dean requested that the Following Miscellaneous Appropriations Reprogramming Requests be added and his fellow Commissioners concurred:

C-2015-76: AUM Dixie Baseball and Softball League, for Travel Costs to the State Championship - \$2,000; (Hall-\$1,000 and Walker-\$1,000)

NC-2015-109: BOE, Bellingrath Middle School, for Cheerleading Program - \$1,000; (Harris-\$500, Hall-\$250 and Walker-\$250)

NC-2015-110: City of Montgomery, to be used by BONDS to Support Nixon Times Neighborhood, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$250; (Williams)

NC-2015-111: Alabama Cooperative Extension System, for the 2015 Successful Aging Initiative Conference - \$2,000; (Dean-\$500, Harris-\$500, Hall-\$500 and Walker-\$500)

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

DISTRICT ATTORNEY'S OFFICE – APPROVED AUTHORIZATION OF TWO
ADDITIONAL INVESTIGATOR I POSITIONS AND RELATED POSITION FILL
REQUESTS

Administrator Mims presented the following memorandum:

July 2, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Allocation of Two Investigator Positions and Related Position Fill Requests,
District Attorney's Office

The Montgomery County Commission, at its meeting on June 15, 2015, agreed to place on the next agenda an allocation for two Investigator I positions and related Position Fill Requests for the District Attorney's Office funded from the General Fund.

I am requesting approval of this item.

Attachment

End of Memorandum

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

PROBATE JUDGE'S OFFICE – APPROVED POSITION FILL REQUEST FOR ASSISTANT
TAG AND LICENSE SUPERVISOR, POSITION NUMBER 750053056

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

MEMORANDUM

TO: Montgomery County Commission

THRU: Donnie Mims

FROM: Steven L. Reed, Probate Judge

SUBJECT: Request Approval of Assistant Tag and License Supervisor Fill Request

DATE: 8 June 2015

I request approval of the Assistant Tag and License Supervisor Position Fill Request that is currently before you. This Position is to replace Keisha Wright as she has been promoted to Tag and License Supervisor. The position is currently in our budget.

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 8-2, is attached to these Minutes.)

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

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

MEMORANDUM

TO: Montgomery County Commission

THRU: Donnie Mims

FROM: Steven L. Reed, Probate Judge

SUBJECT: Request Approval of Customer Service Clerk Position Fill Request

DATE: 8 June 2015

I request approval of the Customer Service Clerk Position Fill Request that is currently before you. This Position is to replace Crystal Robinson (nèe Thierry) as she is no longer employed by the County. The position is currently in our budget.

End of Memorandum

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

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (5)

Administrator Mims presented the following memorandum:

July 2, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Position Fill Requests for Detention Facility

The Montgomery County Commission, at its meeting on June 15, 2015, agreed to place the following Position Fill Requests from the Detention Facility on the next agenda:

- (1) Corrections Officer Sergeant, Position Number 160

- (2) Corrections Officer Corporal, Position Number 167
- (3) Corrections Officer Corporal, Position Number To Be Determined
- (4) Corrections Officer Trainee/Corrections Officer, Position Number To Be Determined
- (5) Corrections Officer Trainee/Corrections Officer, Position Number To Be Determined

I am requesting approval of these items.

Attachments

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 10-2 through 10-6, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUESTS (8)

Administrator Mims presented the following memorandum:

July 2, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Position Fill Requests for Sheriff's Office

The Montgomery County Commission, at its meeting on June 15, 2015, agreed to place the following Position Fill Requests on the next agenda for the Sheriff's Office:

- (1) Deputy Sheriff Sergeant, Position Number 64
- (2) Deputy Sheriff Corporal, Position Number 163
- (3) Deputy Sheriff Corporal, Position Number To Be Determined
- (4) Deputy Sheriff Corporal, Position Number To Be Determined
- (5) Deputy Sheriff Trainee/Deputy Sheriff, Position Number 21
- (6) Deputy Sheriff Trainee/Deputy Sheriff, Position Number 68
- (7) Deputy Sheriff Trainee/Deputy Sheriff, Position Number To Be Determined
- (8) Deputy Sheriff Trainee/Deputy Sheriff, Position Number To Be Determined

I am requesting approval of these items.

Attachments

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 11-2 through 11-9, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (12)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. Finance Department	Request Numbers 7 and 8
2. Probate Judge's Office	Request Numbers 8 and 9
3. Detention Facility	Request Number 14
4. Risk Management	Request Number 13
5. Engineering Department	Request Numbers 7 and 8
6. Appraisal Department	Request Numbers 22 and 23
7. Sheriff's Office	Request Number 38
8. Revenue Commissioner's Office	Request Number 8

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

WAIVE RULES

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

VARIOUS DEPARTMENTS – APPROVED BUDGET CHANGE REQUESTS (8)

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 1
2. Community Corrections	Request Number 1
3. Detention Facility	Request Number 2
4. Emergency Mgmt. Comm. District Board	Request Number 4
5. Engineering Department	Request Number 12
6. Information Systems	Request Number 2
7. Probate Judge's Office	Request Number 7
8. Revenue Commissioner's Office	Request Number 2

Commissioner Williams made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 13-1 through 13-8, are attached to these Minutes.)

PERSONNEL DEPARTMENT – APPROVED POSITION FILL REQUEST FOR
PERSONNEL ASSOCIATE, POSITION NUMBER 700191002

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

June 30, 2015

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Carmen Douglas, Personnel Director

SUBJECT: Position Fill Request for Personnel Associate

I am requesting to fill one vacancy in the Personnel Department. A new classification was established during the June 23, 2015 Personnel Board meeting: “Personnel Associate”. There is no need for additional funding. This position can be funded through a vacant Personnel Analyst position that is currently funded in the department budget. That position will not be filled.

This Personnel Associate position will be filled by Open-Competitive recruiting. It is my desire to have this processed and effective July 24, 2015. I am asking that you waive rules and present this item for approval at the next County Commission meeting on July 6, 2015.

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.)

COUNTY COMMISSION – APPROVED WEATHERIZATION ASSISTANCE PROGRAM
(WAP) GRANT NUMBER DOE-028-15

Administrator Mims presented the following letter from Executive Director of CARPDC Greg Clark:

June 25, 2015

Mr. Donald L. Mims
County Administrator
Montgomery County Commission

Montgomery County Courthouse, Annex 1
P.O. Box 1667
Montgomery, AL 36102-1667

RE: Weatherization Assistance Program (WAP) Grant DOE-028-15

Dear Mr. Mims,

The Weatherization Assistance Program (WAP) Grant DOE-028-15 for Montgomery County in the amount \$103,228.00 has been awarded for the weatherization of 11 homes. CARPDC recommends that the contract be approved by the Montgomery County Commission. In addition, authorizing the Chairman, Commissioner Dean, to sign all agreements, understandings and contracts associated with the Weatherization Assistance Program (WAP) Grant DOE-028-15.

We are also anticipating the LIWAP 028-15 grant to be awarded by mid-August in the amount of \$49, 635.00 for the weatherization of 6 homes. That grant is in the signature process at the State level at the writing of this letter. CARPDC will fulfill all obligations of both grants within the time frame allotted.

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

Sincerely,

/s/ Greg Clark,
Executive Director

End of Letter

Commissioner Williams made a motion to approve the Weatherization Assistance Program (WAP) Grant Number DOE-028-15. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Letter and Agreement, Agenda Pages 15-2 through 15-23, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PROJECT AGREEMENT BY AND BETWEEN
THE CITY OF MONTGOMERY, MONTGOMERY COUNTY COMMISSION AND SYKES
ENTERPRISES INCORPORATED

Administrator Mims presented the following memorandum:

July 2, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Project Agreement regarding Sykes Enterprises Incorporated

At a previous County Commission meeting, Director of Corporate Development Justice Smyth with the Montgomery Area Chamber of Commerce briefed the Commission regarding a proposed Project Agreement by and between the City of Montgomery, Montgomery County Commission and Sykes Enterprises Incorporated.

At the Monday Commission meeting, Mr. Smyth will further explain the attached proposed Project Agreement, at which time he will be requesting that we waive rules and approve this item. In order for the Project Agreement to be voted upon, state law requires that a public hearing be conducted prior to approval and I have given proper notice of the public hearing, which will occur at our Commission meeting on Monday.

Should you have any questions, please contact me.

Attachment

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Agreement, Agenda Pages 16-2 through 16-16, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED RATIFICATION OF COOPERATIVE AGREEMENT
FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 3AMS
(FY2013 - \$40,932)

Administrator Mims presented the following memorandum:

July 2, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Ratification of Cooperative Agreement with the State Homeland Security

Sheriff Cunningham received a State Homeland Security Grant since our last Commission meeting, which required approval and submission by the closing date of June 30, 2015. In order to receive the grant of \$40,932, Chairman Dean executed the Grant Agreement.

I am requesting that the County Commission waive rules and ratify this Cooperative Agreement with the State Homeland Security for Grant Number 3AMS (FY2013).

Should you have any questions, please contact me.

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 Memorandum and Agreement, Agenda Pages 17-2 through 17-13, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH SEACOAST DISPOSAL, INC., FOR GARBAGE COLLECTION SERVICES FOR COUNTY BUILDINGS (CONTRACT #51901-15B-022)

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

MEMORANDUM

To: Donald L. Mims, County Administrator

From: Myrtle Singleton, Purchasing Manager

Date: June 26, 2015

Re: Contract 51901-15B-022, Garbage Collection Service for County Buildings

I have been advised that Alabama Dumpster Service, LLC, the low bidder of item 4 in the amount of \$1,041.60 per year has denied the request to provide services and has withdrawn their bid on the above referenced Invitation to Bid.

I recommend that the Commission waive rules and accept Amendment No. 1 to the next low bidder of item 4, Seacoast Disposal, in the amount of \$1,350.96 per year at the meeting on July 6, 2015. This amendment will provide garbage collection services for Montgomery County Jail at 225 S. McDonough Street. (Copy of spreadsheet attached.)

This amendment to the contract will begin July 6, 2015 and will end June 30, 2018.

Amendment has been coordinated with Derrick Cunningham, Sheriff.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the recommendation. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Amendment and Spreadsheet, Agenda Pages 18-2 through 18-4, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED BID AWARD TO NEXT LOWEST BIDDER FOR
SHERIFF'S LEATHER AND ACCESSORIES, BID NO. 52110-14B-026

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

MEMORANDUM

To: Donald L. Mims
County Administrator

From: Myrtle Singleton
Purchasing Manager

Date: July 1, 2015

RE: Invitation to Bid No. 52110-14B-026
Sheriff 's Leather & Accessories

Request that rules be waived and approve award on the above referenced Invitation to Bid to the next lowest bidder, Gulf States Distributor, in the amount of \$8,844.25, based on unit pricing, at the July 6, 2015, meeting of the Commission. See attached letter cancelling contact with GT Distributors of GA, Inc.

This contract will be July 14, 2015, to November 6, 2015, with the option to renew for two (2) years in one year periods. A price escalation of not more than 5% per year shall be allowed.

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Letters, Spreadsheet, 3% Local Bid Preference Calculation Sheet, and Contract, Agenda Pages 19-2 through 19-8, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AGREEMENT WITH THE TOWN OF PIKE ROAD FOR MAINTENANCE OF NATURE TRAIL ON MARLER ROAD AND ADOPTED RELATED RESOLUTION

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

June 23, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

SUBJECT: Agreement for Maintenance of Nature Trail on Marler Road

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement concerning construction, maintenance, and operation of the proposed nature trail to be constructed on the right-of-way of Marler Road. This agreement is almost identical to the current agreement we have in place with the Town of Pike Road for their existing nature trail on Meriwether Road. Specifically, the Town of Pike Road will be responsible for maintaining the right-of-way from the edge of pavement of the roadway to the right-of-way line on the side of Marler Road upon which the trail is located.

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

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Agreement, Resolution, and Map, Agenda Pages 20-2 through 20-4, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AGREEMENT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION REGARDING RESURFACING MOUNT ZION ROAD (CR-39) FROM DAVIS CROSSROADS TO WOODLEY ROAD (6.327 MILES), PROJECT NO. STPAA-5114(252), MCP 51-76-15 AND ADOPTED RELATED RESOLUTION

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

June 24, 2015

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake
County Engineer

SUBJECT: Approval of Agreement for Resurfacing
Mt. Zion Road from Davis Crossroads to Woodley Road
Project No. STPAA-5114(252), MCP 51-76-15, CPMS Ref. #100063625

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for Resurfacing Mt. Zion Road (CR-39) from Davis Crossroads to Woodley Road, Project No. STPAA-5114(252), MCP 51-76-15, CPMS Ref. #100063625.

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

Attachment

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Letter, Agreement, and Resolution, Agenda Pages 21-2 through 21-8, are attached to these Minutes.)

ENGINEERING DEPARTMENT – ADOPTED RESOLUTION AND APPROVED LETTER OF INTENT FOR RESURFACING PIKE ROAD (CR-85) FROM WALLAHATCHIE ROAD (CR-83) NORTH TO US 80 (5.880 MILES), PROJECT NO. MCP 51-77-16

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

June 29, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

SUBJECT: Approval of Resolution for Project No. MCP 51-77-16
Resurfacing Pike Road (5.880 miles)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Resolution for Project No. MCP 51-77-16 as referenced above.

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

End of Memorandum

June 29, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

SUBJECT: Approval of Letter of Intent for Project No. MCP 51-77-16
Resurfacing Pike Road (5.880 miles)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Letter of Intent for Project No. MCP 51-77-16 as referenced above.

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

Attachments

End of Memorandum

Commissioner Hall made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Resolution, Maps, Memorandum, and Letter, Agenda Pages 22-2 through 22-4, 22-6 and 22-7, are attached to these Minutes.)

ENGINEERING DEPARTMENT – ADOPTED RESOLUTION AND APPROVED LETTER OF INTENT FOR RESURFACING MOORE ROAD (CR-89) FROM INTERSECTION WITH SR 94 NORTH TO US 231 (3.894 MILES), PROJECT NO. MCP 51-78-16

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

June 29, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

SUBJECT: Approval of Resolution for Project No. MCP 51-78-16
Resurfacing Moore Road (3.894 miles)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Resolution for Project No. MCP 51-78-16 as referenced above.

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

Attachments

End of Memorandum

June 29, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

SUBJECT: Approval of Letter of Intent for Project No. MCP 51-78-16
Resurfacing Moore Road (3.894 miles)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Letter of Intent for Project No. MCP 51-78-16 as referenced above.

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

Attachments

End of Memorandum

Commissioner Williams made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Resolution, Maps, Memorandum, and Letter, Agenda Pages 23-2 through 23-4, 23-6 and 23-7, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED LETTER OF ENGAGEMENT OF APPRAISAL ASSIGNMENT REGARDING PROPERTY ON TERMINAL ROAD

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

July 1, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Appraisal of Terminal Road Property

Sheriff Derrick Cunningham has identified property on Terminal Road that he would like to acquire for construction of a vehicle maintenance shop. In order to proceed with a purchase, the property must be appraised by an independent appraiser to determine its fair market value.

Attached is a Letter of Engagement from Josh Hall on behalf of Valbridge Property Advisors to appraise the two parcels at a cost of \$2,000.

I hereby request that approval of the engagement of Valbridge Property Advisors to appraise the two parcels be placed on the agenda of a future meeting of the Montgomery County Commission.

Attachment

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Engagement of Appraisal Assignment, Agenda Page 24-2, is attached to these Minutes.)

DETENTION FACILITY – APPROVED ALLOCATION OF THREE MAINTENANCE MECHANICS AND RELATED POSITION FILL REQUESTS

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

July 2, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Detention Facility Maintenance

As part of an effort to ensure the proper maintenance of all county buildings and the safety of all concerned, I have discussed with Sheriff Cunningham the allocation of three mechanics to the two jails to work directly under his supervision. Maintenance issues for Jail 1 have increased as the jail ages. The new jail, now almost six years old, needs adequate preventive maintenance to maximize its life span, in addition to ongoing daily maintenance.

Prior to the opening of the new jail, a maintenance and grounds crew of 21 people maintained the county's 20 buildings. All were managed by the Director and Assistant Director of Support Services.

Today, a crew of 13 people maintains all the county properties, which have grown to include the new jail, Annex III, Family Justice Center, CareHere Clinic, Pardon & Parole, Community Corrections, Probate/Revenue East and soon Probate/Revenue South. Since the retirement of both the Director and Assistant Director of Support Services, the maintenance and grounds crew is supervised by the Plant Maintenance Manager.

Our jails present life safety and maintenance challenges 24/7 unlike any other county buildings and can best be addressed with the allocation of three mechanics to work under the supervision of Sheriff Cunningham. I request that the allocation of three mechanics to the jail be placed on the next agenda.

End of Memorandum

Vice Chairman Harris made a motion to approve the Allocation of Three Maintenance Mechanics and Related Position Fill Requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 25-2 through 25-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED IMPLEMENTATION OF A FIVE PERCENT (5%) LOCAL PREFERENCE UNDER ALABAMA BID LAW

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

July 2, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Local Preference under Alabama Bid Law

Act 2015-293, recently passed by the Alabama Legislature and signed into law by Governor Bentley, amended Section 41-16-50 of the Alabama Code, effective August 1, 2015, to allow counties to apply a local preference for a local business whose bid comes within five percent (5%) of the lowest responsible bidder on items of personal property and services.

In 2012, the Commission instructed the County Administrator to implement the then allowable three percent (3%) local preference.

I request that, at a future meeting, the Commission authorize implementation of a five percent (5%) local preference for responsible bidders having a place of business in the local preference zone of Montgomery County, effective August 1, 2015.

End of Memorandum

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

APPRAISAL DEPARTMENT – APPROVED CHIEF APPRAISER CLAY HENLEY TO PARTICIPATE IN THE 2015 CLASS OF LEADERSHIP MONTGOMERY

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

July 6, 2015

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: Leadership Montgomery

I have been selected to participate in the 2015 Class of Leadership Montgomery. I hereby request your approval to participate in this program and for all dues and fees to be paid from the Appraisal Department budget. Sufficient funds are already available in the 2015 budget.

End of Memorandum

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

COMMENTS BY COMMISSIONERS AND ATTENDEES

Ms. Marion Giles and her husband Albert Giles, residents of the Lagos Del Sol neighborhood, expressed their appreciation to County Engineer George C. Speake and Assistant County Engineer James Kelley for helping to clean out the ditch by their house. Mr. Giles stated that he has done some work in the ditch but will need some assistance from the County in finishing the repairs. He thanked Mr. Speake, Mr. Kelley, and the Commission for their continued help. Chairman Dean stated that it is nice to be recognized and that they will continue to do what they can to help legally.

Probate Judge Steven Reed told everyone good morning and stated that over the last several weeks there have been legal and political issues that have touched Probate Court. He commented on the United States Supreme Court's ruling legalizing same sex marriage and requiring all states to recognize same sex marriages performed in other states. He thanked County Attorney Tyrone C. Means for his representation and assistance in this matter. Judge Reed also addressed Governor Bentley's order to remove the Confederate Flag from the State Capitol, stating that it is a symbol of division that many find offensive. He encouraged the Commission to encourage the state legislature to support the removal of the Confederate Flag from a specialty license plate. He stated as soon as the minutes are approved by the Commission he will send a letter to Governor Bentley requesting its removal. Judge Reed commended the Commission for approving the 5% local preference under Alabama's bid law. He encouraged the Commission to take a bold step and do what the city started; establishing a 38% preference for female and minority-owned businesses by the end of this fiscal year. He stated that this will help many of the female and minority-owned businesses to grow and flourish. Judge Reed thanked the Commission for the opportunity to speak and to have this as part of the public record.

Crews Reaves of the Midtown Montgomery Neighborhood Alliance informed everyone that there will be a Mayoral Race public forum on July 9th from 6-8 p.m. at the Crump Center, located on Atlanta Highway. He stated that Mayor candidate Dan Harris will be at this forum.

Chairman Dean invited Katie Franklin, head coach of the Zulu Warring Hornets Basketball Team to come to the podium. He informed the audience that she has been probably the most winningest coach in the state and said that he is proud of the Hornets. Coach Franklin stated that both the 14 and under and 18 and under teams have won the silver medals at the Alabama Sports Festival in Dothan this year. She said that they have qualified for the National Junior Olympics in Lincoln, Nebraska, which will be held July 28-August 2. Coach Franklin stated that they have

already turned in the registration and now are working on raising money to attend. She informed the Commission that approximately 40 people will be traveling, which includes players and coaches, and they need to raise approximately \$14,000. She added that any parents going will be covering their own expenses. She told everyone that she has been doing this since she was 17 years old and has never played basketball.

Commissioner Hall said that he hoped everyone enjoyed their 4th of July. He thanked the Montgomery Area Chamber of Commerce for bring Sykes Enterprises Inc., to Montgomery; he thanked Sykes for choosing Montgomery and for bringing a total of 500 new jobs to the community. He told everyone to continue having a great summer and thanked them for their hard work.

Commissioner Williams said he was happy to see everyone at today's meeting and that it was great to see so many familiar faces in the audience. He asked that everyone continue to support the Montgomery County Commission.

Commissioner Walker stated that she was glad to have her two younger children, Margaret and Eli, with her today and said she hoped everyone had a good, refreshing holiday. She encouraged everyone to keep people in their inner circle who are smart, in order to evolve their mindset; she challenged everyone to foster relationships with others who are outside their inner circle, and she told them to get to know these people. Mrs. Walker stated that the goal is to look more like Jesus and to evolve the mindset. She told everyone that the Commission will continue moving Montgomery in the right direction.

Chairman Dean recognized many familiar faces and thanked them for being at today's meeting. He said that he is glad they are coming around to see what the Commission does and how they do it. He noted that the Commission represents everybody and that they are a loving body that will always be on the right side of the law.

Commissioner Hall asked for the new reporter from the Montgomery Advertiser to introduce herself. Rebecca Burylo introduced herself and stated that she was very excited to be covering the Commission.

Commissioner Williams added that he also supports Judge Reed one hundred percent.

Vice Chairman Harris stated that he loves it when the Commission Chamber is full. He agreed with Commissioner Walker in regards to getting familiar with people outside your circle, adding that hatred grows out of the fear of the unknown. He congratulated the Zulu Warring Hornets Basketball Team, told them that it is an excellent achievement, and thanked Coach Franklin for all she does with the youth in the community. He also recognized many familiar faces in the audience. Vice Chairman Harris said that he concurred with Judge Reed's earlier comments. He stated that minds can change through action and that we have to do something about the gap in education and economics. He added that Montgomery County is on the right side of history; today affects us all, and that Governor Bentley made a wise decision. He noted that the Commission is working together to make the best decisions, even when we disagree.

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 REVENUE COMMISSIONER JANET BUSKEY

Revenue Commissioner Janet Buskey briefed the Commission regarding Insolvents, Errors and Taxes in Litigation for 2014 and Uncollected Insolvents and Taxes in Litigation for Previous Year(s) and related Resolution. After discussion, the Commission agreed to place these items on the next agenda.

PRESENTATION BY DEPUTY COMMISSIONER JEFFREY WILLIAMS WITH THE ALABAMA DEPARTMENT OF CORRECTIONS, PRESIDING CIRCUIT JUDGE EUGENE W. REESE AND EXECUTIVE DIRECTOR PAUL BROWN WITH COMMUNITY CORRECTIONS

Executive Director Paul Brown with Community Corrections introduced Deputy Commissioner Jeffrey Williams with the Alabama Department of Corrections. Mr. Brown stated that the Commission had asked him to research ways to increase the number of offenders who are eligible for Community Corrections.

Mr. Williams informed the Commission that the sentencing judge has to authorize who will be sent to Community Corrections.

Presiding Circuit Judge Eugene W. Reese stated that 260 people are on the list from the Department of Corrections and that Mr. Brown has to filter those offenders. Deputy Commissioner Williams indicated that the list provided by the Department of Corrections is a list which the local Community Corrections Departments have to then work on to determine which inmates to recommend to take to their Judge(s) for approval.

Mr. Brown presented the 2015-2016 Annual Community Corrections Plan. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY PROBATE JUDGE STEVEN L. REED AND DIRECTOR OF ELECTIONS DANIEL BAXTER

Probate Judge Steven L. Reed informed the Commission that television and radio commercials in which voters are informed of the 2015 Municipal Elections have started airing.

Director of Elections Daniel Baxter briefed the Commission regarding the upcoming 2015 Municipal Elections. He explained that there will be new polling places and that a voter guide would be mailed. He also mentioned that the City Clerk would be handling the absentee voting.

PRESENTATION BY ARCHITECT JOHN CHAMBLESS AND PROJECT MANAGER KENYA CHILLOUS WITH CHAMBLESS KING ARCHITECTS

Architect John Chamblless with Chamblless King Architects briefed the Commission regarding Probate and Revenue Commissioner Office South project progress update. Mr. Chamblless distributed a preliminary design of the building and introduced Project Manager Kenya Chillous. He requested permission to proceed with the production of the technical contract document and stated that when they are approximately 30-40% complete with these documents, they would prepare a detailed budget to confirm their last estimate from December of 2014. Mr. Chamblless explained that this process would take 3 – 4 weeks and the completed contract documents would take approximately 6 weeks from the date of approval of the current plan. After discussion, the Commission agreed for Mr. Chamblless to proceed with the production of the technical contract documents.

Probate Judge Steven L. Reed asked Mr. Chamblless if it is possible to actively look at using minority subcontractors and making sure this information gets out to the public. Mr. Chamblless explained the bid process for construction projects and that the subs and suppliers are going to have to bid to the general contractors. Chairman Dean stated that the Commission needs to encourage the general contractor to hire minority subcontractors. Mr. Chamblless stated that he would make minority participation a goal.

PRESENTATION BY ARCHITECTS GRIFF HARRIS AND PATRICK ADDISON WITH PH&J ARCHITECTS, INC.

Architects Griff Harris and Patrick Addison with PH&J Architects, Inc., briefed the Commission regarding courthouse and jail weatherization, PH&J Project Number 1208-GVH. After discussion, the Commission agreed for Mr. Harris and Mr. Addison to move forward with this project.

Mr. Addison briefed the Commission regarding the Montgomery County jail building dishwasher replacement and associated repairs, PH&J Project Number 1208-GVM. After discussion, the Commission agreed for Mr. Harris and Mr. Addison to move forward with this project.

RECESS TO EXECUTIVE SESSION

Administrator Mims presented a letter from Senior Vice President of Corporate Development Ellen G. McNair, Montgomery Area Chamber of Commerce requesting the convening of an Executive Session to discuss a commerce or trade matter. Commissioner Hall made a motion to go into the Executive Session. The motion was seconded by Commissioner Williams and unanimously approved by each Commissioner, openly giving their individual vote. Administrator Mims noted that all five County Commissioners were present and stated that the Commission would adjourn immediately following the Executive Session. Chairman Dean recessed the Information Session to the Executive Session. (Letter from Ellen McNair and a Checklist for Conducting Lawful Executive Sessions, Pages 28-1 and 28-2, are attached to these minutes)

ADJOURNMENT

Commissioner Walker made a motion to adjourn the meeting of the Montgomery County Commission on July 6, 2015, at 12:14 p.m. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

AGENDA

JUL - 6 2015

07-06-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-12-15

Check Number	To	Check Number
253525		253564
Total Checks Paid		\$351,686.86

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

AGENDA

JUL -6 2015

07-06-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-12-15

Check Number	To	Check Number
253565		253639
Total Checks Paid		\$303,775.07

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-19-15

Check Number	To	Check Number
253641		253690
Total Checks Paid		\$141,642.53

CHECK #	PAYEE	AMOUNT	DATE
253640	Clark, Vicki H.	\$ 45.00	06-11-15

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

AGENDA

JUL - 6 2015

07-06-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-19-15

Check Number	To	Check Number
253691		253768
Total Checks Paid		\$629,694.85

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

07-06-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-26-15

Check Number	To	Check Number
253769		253854
Total Checks Paid		\$1,272,157.81

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-26-15

Check Number	To	Check Number
253855		253945
Total Checks Paid		\$259,573.98

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
06/26/15

Payroll Check Number	123114	To	Payroll Check Number	123216	\$ 63,621.03
Direct Deposits					\$ 821,290.33
Payroll Check Number	123217	To	Payroll Check Number	123242	\$ 245,807.04
Direct Deposits					\$ 355,611.26
Federal Deposits					\$ 319,195.12
Total Payroll Paid					\$ 1,805,524.78

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

**RESOLUTION AUTHORIZING THE PETITION TO ANNEX
CERTAIN COUNTY-OWNED PROPERTY INTO THE CORPORATE CITY LIMITS
OF MONTGOMERY, ALABAMA**

WHEREAS, Montgomery County, Alabama proposes to petition the City of Montgomery, Alabama to annex certain property;

WHEREAS, the City of Montgomery, Alabama has advised that the annexation will assist it in furthering its future expansion;

WHEREAS, Alabama allows a municipality to annex territory into its corporate limits upon the receipt by its city clerk of a petition of landowners of a particular area so long as such property is contiguous to existing city limits;

WHEREAS, the proposed Petition for Annexation is attached hereto and must be signed by a person or persons authorized by the County Commission of Montgomery County, Alabama.

NOW, THEREFORE BE IT RESOLVED by the County Commission of Montgomery County, Alabama in a regular meeting duly assembled wherein a quorum was present, as follows:

1. That the county attorney shall prepare a Petition of Annexation of the following described real property owned by Montgomery County and situated in Montgomery County, Alabama into the corporate city limits of Montgomery, Alabama, to wit:

[Legal description attached hereto with supporting maps marked collectively as Exhibit A]

2. That the County Commission of Montgomery County, Alabama hereby directs and authorize its chairman, Elton Dean, to sign on behalf of Montgomery County, Alabama the said Petition for Annexation which shall include a provision for the City of Montgomery to pay to Montgomery County, Alabama any and all cost associated with defending any challenge to the

annexation, including, but not limited to all attorney fees and litigation expenses of any kind,
arising out of defending any challenge lodge against Montgomery County, Alabama .

Done this 11th day of June, 2015.

Montgomery County Commissioners

Elton N. Dean, Sr., Chairman

Daniel Harris, Jr., Vice Chairman

Jiles Williams, Jr., Commissioner

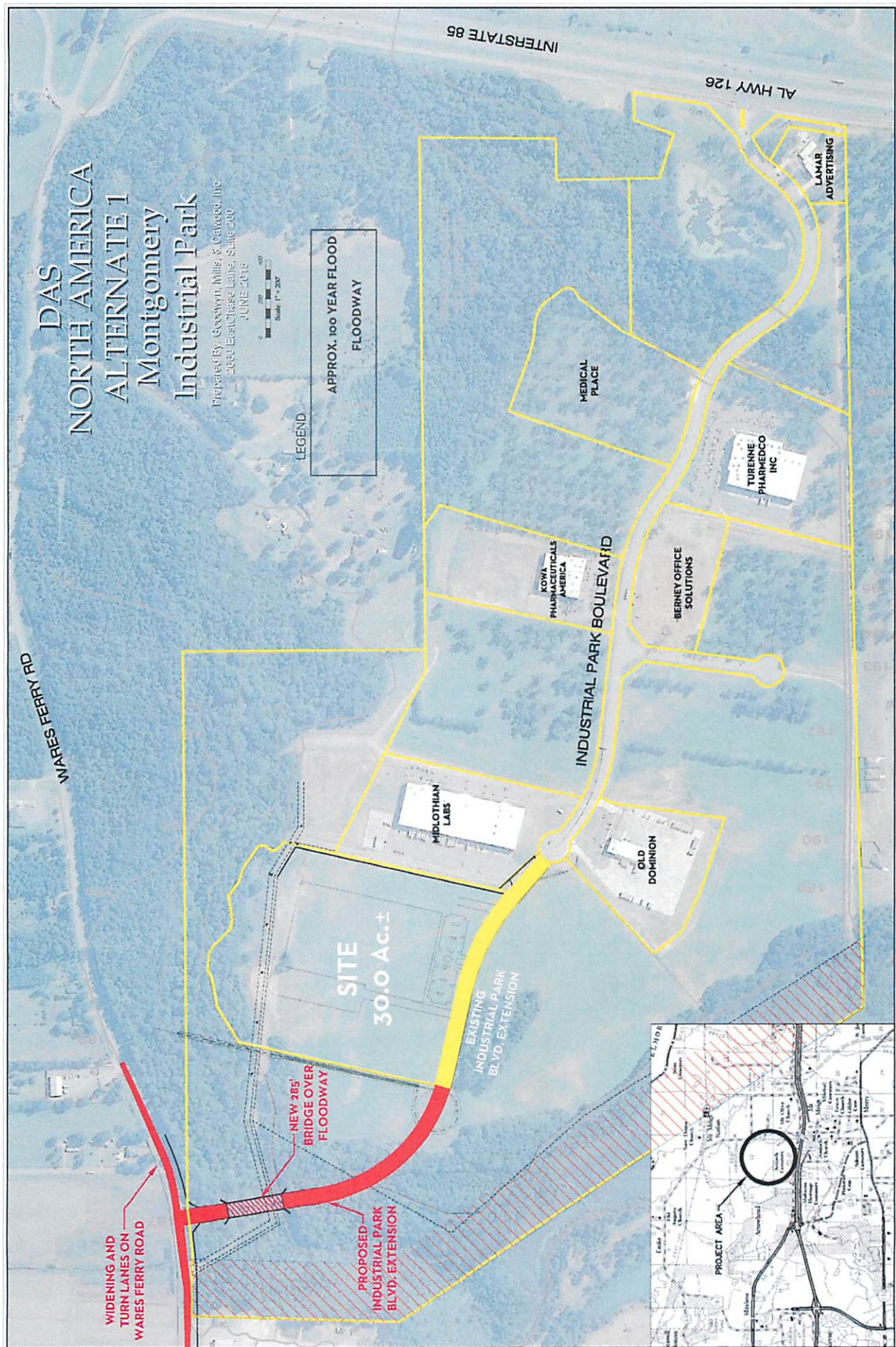
Ronda M. Walker, Commissioner

Andrew D. Hall, Commissioner

Legal Description

A 300 foot strip of land adjacent to the north line of the Montgomery County Commission property (RLPY 2161 at Page 0485) more particularly described as Follows:

Beginning at the Southeast corner Ready Mix Plat No. 1 as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 47 at Page 162, said point being on the west right of way of Wares Ferry Road (80' row) and the northeast corner of the Montgomery County Commission Property; thence from said point of beginning, run along the west right of way of said Wares Ferry Road the following two (2) courses: South 00 degrees 10'-06" East, 110.51 feet; along a curve concave to the east (Radius 1950.06 feet) a chord of South 02 degrees 57'-47" East, 190.16 feet; thence North 88 degrees 19'-42" West, 990.64 feet; thence South 55 degrees 30'-14" West, 2992.92 feet to the east line of Stoneybrooke, LLC property; thence along the east line of said Stoneybrooke, LLC property, North 01 degree 27'-42" East, 370.62 feet to the northwest corner of the Montgomery County Commission Property; thence along the north line of the Montgomery County Commission property, North 55 degrees 30'-14" East, 2873.26 feet to the southwest corner of Sherman International Corp property (RLPY 2079 at Page 0703); thence along the south line of said Sherman International Corp property and the south line of said Ready Mix Plat No. 1, South 88 degrees 19'-42" East, 1069.69 feet to the west right of way of said Wares Ferry Road and the point of beginning and containing 27.28 acres, more or less.



**PETITION FOR ANNEXATION OF PROPERTY OWNED
BY MONTGOMERY COUNTY INTO THE CITY OF
MONTGOMERY, ALABAMA**

**To: The Mayor and City Council of the City of Montgomery County, Alabama,
a municipal corporation, located in Montgomery County, State of Alabama.**

On behalf of the Petitioner, Montgomery County, Alabama (sometimes herein referred to as "Montgomery County"), Elton N. Dean, Sr., the Chairman of the Montgomery County Commission (sometimes herein referred to as "County Commission") acting pursuant to and in accordance with a resolution of the County Commission, pursuant to Code of Alabama Section 11-42-20 through Section 11-42-24, 1975, as amended, respectfully petitions the Mayor and the City Council of the City of Montgomery, Alabama for the annexation into the City of Montgomery of the following described unincorporated territory or property owned by Montgomery County situated in the County of Montgomery, State of Alabama, to-wit:

See Exhibit A, attached hereto and made a part hereof.

In support of said Petition, your Petitioner, Montgomery County shows as follows:

1. That said territorial property is eligible for annexation to the City of Montgomery pursuant to provisions of Code of Alabama Section 11-42-21, 1975, as amended.
2. That the territorial property described in Exhibit A does not lie within the corporate limits of any other municipality.
3. That the property described in Exhibit A either abuts directly upon and is contiguous to the corporate limits of the City of Montgomery, or abuts upon and is contiguous to one or more other parcels of property which are, together, contiguous to the corporate limits of

the City of Montgomery, and the Petitioner-Owner Montgomery County of said property seeks annexation of said parcels and to the corporate limits of the City of Montgomery simultaneously herewith.

4. The undersigned Elton N. Dean, Sr. on behalf of the Petitioner Montgomery County, acting pursuant to a resolution of the Montgomery County Commission, avers that the Petitioner Montgomery County is the sole owner of the territory or property described in Exhibit A. Further, by virtue of a resolution of its County Commission, its chairman, Elton N. Dean, Sr. is authorized to bind Montgomery County, Alabama.

5. That this Petition is accompanied by a map of the said territory to be annexed, showing with reasonable certainty the territory to be annexed, the boundaries thereof, and its relationship to the established corporate limits of the City of Montgomery.

6. That the undersigned, acting on behalf of Montgomery County, consents to and requests annexation of the property described in Exhibit A, by whatever means are available under the laws of the State of Alabama.

7. That this Petition for Annexation is conditioned upon the City of Montgomery agreeing to paying any and all costs, including but not limited to attorney's fees and expenses, arising out of defending the subject annexation should it be challenged by any person or entity.

WHEREFORE, PREMISES CONSIDERED, Montgomery County respectfully requests that the territorial property described in Exhibit A be annexed into the City of Montgomery, Alabama and that the governing body of said City of Montgomery adopt an ordinance assenting to this annexation and the foregoing condition described in paragraph 7 of this Petition and take such other action as is appropriate in furtherance of this Petition.

Respectfully submitted,

Montgomery County, Alabama, by and through its
governing body, the Montgomery County
Commission

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

AND

Means Gillis Law, LLC

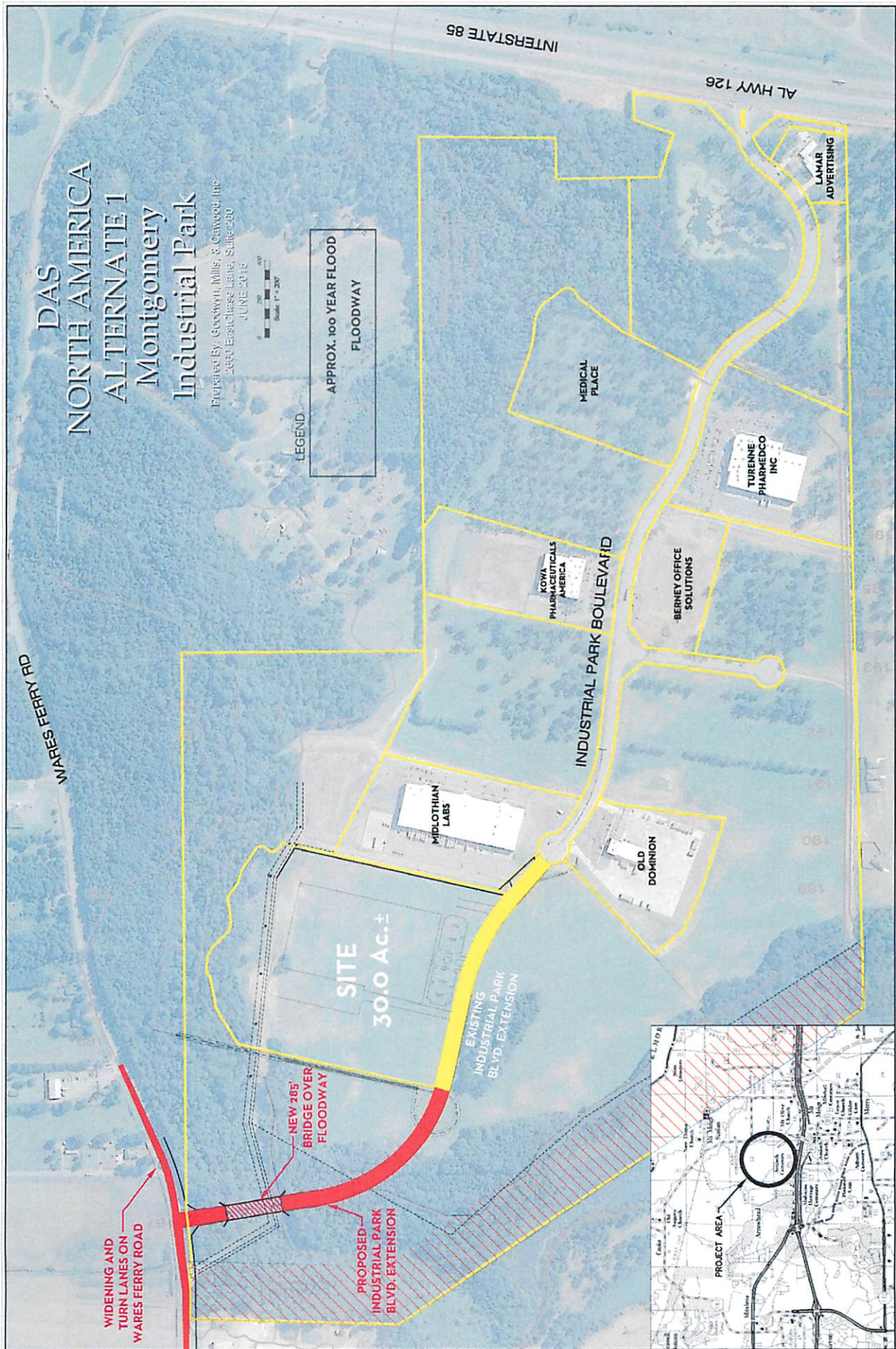
By: _____
Tyrone C. Means (MEA003)
tcmeans@meansgillislaw.com
One of the County Attorneys for
Montgomery County, Alabama

Legal Description

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Exhibit A





DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

June 2, 2015

MEMORANDUM

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

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : 4ATL Grant~\$30,000
Cooperative Agreement

Please find attached two original Cooperative Agreements for the 4ATL Grant in the amount of \$30,000 to be placed on the next agenda. If it's approved, please have Mr. Dean sign his part on both original agreements and email or call Christie (ext. 1339) and she'll pick up the agreements.

Thank you.

encls.

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

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990 

**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 2014	4. Amount of: Federal: \$30,000.00 Total: \$30,000.00	5. Effective Dates Begin: 5/1/2015 End: 12/1/2015	6. Award Number: 4ATL

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 2014 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

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

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

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

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

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

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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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.

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

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

**COOPERATIVE AGREEMENT
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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 a Administrator or Equipment Recipient for any of the following reasons:

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

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

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

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

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

f. Other good cause shown.

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

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

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

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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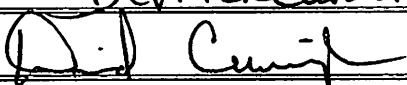
30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Administrator will submit a BDW to the Alabama Law Enforcement 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
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- 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: This grant is for reimbursement of costs associated with the delivery of ALERRT courses.

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 South Perry St. Montgomery, AL 36104
Phone Number:	(334) 832-1646
Fax Number:	(334) 832-7113
Mobile Number:	(334) 850-1329
E-Mail Address:	DerrickCunningham@mc-ala.org
Signature:	 Date: 6/1/15

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:

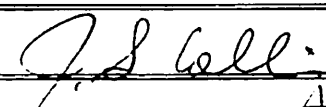
NOTE: THE HS POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. ANY STAFF FUNDED UNDER THIS AWARD MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.

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:	Spencer Collier
Title:	Secretary, Alabama Law Enforcement Agency
Signature:	 Date: 5/15/15

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

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

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending		
-------------------	-----------	--	--------	--	--

2. Audit will be submitted to ALEA Accounting Office by:		
	(Date)	

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

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

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

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

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

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

Signature: _____

Chano & Son's

PO Box 128
Fayetteville, TN 37334
(931) 675-2831
(931) 652-4914

June 4, 2015

Montgomery County Annex 3: 3rd floor Janitorial Services Proposal

Ms. Singleton,

The total square footage for the 3rd floor of Annex 3 is 9,007 Sq. ft. We will provide janitorial services for the 3rd floor of Annex 3 for \$720.56/month (\$8,646.72/annually). All of the contractual requirements applied to the remainder of the building will be adhered to on the 3rd floor. Let me know when you would like us to start performing services on this new floor. Please contact me directly if you have any questions. Thank you for your time.

Regards,

Martis Sanchez
Chano & Son's

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

**Amendment
To
Contract # 51901-14B-012**

Amendment No. 1

Contract for janitorial services for Montgomery County, to be provided at Annex III 3rd Floor, Probate Court is hereby amended as follows:

Annex III 3rd Floor, Probate Court Office will be added to the contract. Janitorial services will be provided on a monthly basis at \$720.56 per month.

All other provisions of the contract will remain the same.

WITNESS:

CHANO & SONS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

Amendment
To
Contract # 51901-13B-019

Amendment No. 2

Contract with Humphries Lawn Service for Grass Cutting Services, is hereby extended for one (1) year beginning August 1, 2015 and ending July 31, 2016.

There will be no price increase during this contract period.

All other provisions of the contract remain the same.

WITNESS:

HUMPHRIES LAWN SERVICE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

ELTON N. DEAN, SR.
CHAIRMAN

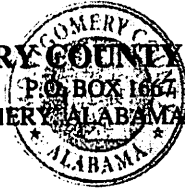
DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

June 2, 2015

Mr. Brian Humphries
Humphries Lawn Service
9569 Vaughn Road
Pike Road, AL 36064

Dear Mr. Brian Humphries:

Re: Invitation to Bid No. 51901-13B-019, Grass Cutting Services

This is to advise that the above referenced contract will expire on July 30, 2015. A price escalation may be allowed but shall not exceed 5% per year.

Please advise if you desire to renew the contract for one (1) year and if there will be a price increase.

Your earliest reply is appreciated.

Sincerely,

Myrtle Singleton
Purchasing Manger

Please Renew through 2016

- NO INCREASE



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA
Harrell G. Gandy, AIA

J. Roland Pond, AIA
Renis O. Jones, III, AIA

E. Griffin Harris, AIA
Patrick T. Addison, AIA

June 8, 2015

Mr. Donnie Mims, Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, AL 36102-1667

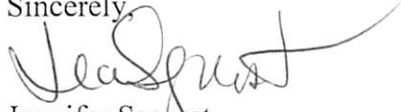
RE: Renovations & Alterations to the Montgomery County Courthouse –Annex 1,
District Attorney & Child Support Suites for the Montgomery County Commission
PH&J #1208GVC

Dear Mr. Mims:

Enclosed please find four (4) copies of **Change Order #3** on the above referenced project for your review and Chairman Dean's signature.

Once the documents have been signed, please return to our office to my attention for further processing.

Sincerely,



Jennifer Segrest

Enclosures
Cc - file

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Renovations & Alterations to the Montgomery County Courthouse - Annex I, District Attorney & Child Support Suites for the Montgomery County Commission	CHANGE ORDER NUMBER: 003 DATE: May 27, 2015	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): Russell Construction of Alabama, Inc. 1616 Mt. Meigs Road Montgomery, AL 36107	ARCHITECT'S PROJECT NUMBER: 1208GVC CONTRACT DATE: July 21, 2014 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

ADD Security modifications due to DA requested modifications.....\$ 7,178.00
DEDUCT Justification of project's security allowance.....\$(107,178.00)
DEDUCT Justification of project's voice and data equipment allowance.....\$(150,000.00)

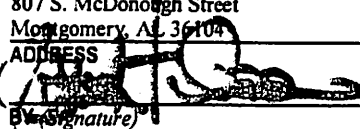
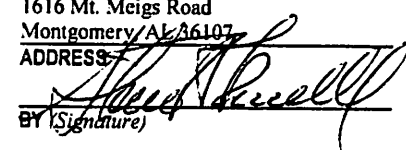
TOTAL.....\$(250,000.00)

The original Contract Sum was	\$ 2,850,274.00
The net change by previously authorized Change Orders	\$ 379,255.00
The Contract Sum prior to this Change Order was	\$ 3,229,529.00
The Contract Sum will be increased by this Change Order in the amount of	\$ -250,000.00
The new Contract Sum including this Change Order will be	\$ 2,979,529.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PH&J Architects, Inc. ARCHITECT (Firm name) 807 S. McDonough Street Montgomery, AL 36104 ADDRESS  BY (Signature) Patrick Addison, Vice President (Typed name) 5-27-2015 DATE	Russell Construction of Alabama, Inc. CONTRACTOR (Firm name) 1616 Mt. Meigs Road Montgomery, AL 36107 ADDRESS  BY (Signature) Steve Russell, President (Typed name) 8-3-15 DATE	Montgomery County Commission OWNER (Firm name) P.O. Box 1667 Montgomery, AL 36102 ADDRESS BY (Signature) Elton Dean, Sr. Chairman (Typed name) DATE
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User Notes:

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5-3

CHANGE ORDER NUMBER THREE SUMMARY SHEET
Renovations and Alterations to the Montgomery County Courthouse Annex 1 Building
District Attorney & Child Support Suites

PH&J #1208-GVC

<u>ITEM</u>	<u>RFP #</u>	<u>DESCRIPTION</u>	<u>COST</u>	<u>DAYS</u>
Courthouse Security:				
A	-	Security Modifications Due to DA Requested Modifications	\$7,178.00	-
Allowance Justification:				
B	-	Justification of Project's Security Allowance	(\$107,178.00)	-
C	-	Justification of Project's Voice & Data Equipment Allowance	(\$150,000.00)	-
TOTALS			(\$250,000.00)	0

RFP = Request for Proposal Number

ITEM. A



MEMBERS OF THE AMERICAN INSTITUTE OF ARCHITECTS

FOUNDED 1957 · PEARSON, HUMPHRIES, & JONES ARCHITECTS

BOX 215 - MONTGOMERY, ALABAMA - 36101 - 807 SOUTH McDONOUGH STREET - 36104 - (334)265-8781 - FAX (334)265-9208

Email: phjarch@bellsouth.net

Field Order No. 6

Date: Monday April 13, 2015

**PROJECT: Renovations and Alterations to the Montgomery County
Courthouse Annex 1 for the District Attorney and Child
Support Suites**

PH&J No: 1208-GVC

SUBJECT: Security Allowance Increase

To: Mr. Richard Kirkland
Russell Construction of Alabama, Inc.
1616 Mt. Meigs Road
Montgomery, Alabama 36107
Phone No: 334-215-1617
Email: rkirkland@russellala.com

From: Patrick T. Addison, AIA, NCARB, CSI

Total No. Sheets (Including this one): 2

THIS ORDER DESCRIBES CHANGES OR INTERPRETATIONS OF THE CONTRACT DOCUMENTS. YOU (THE GENERAL CONTRACTOR) ARE HEREBY DIRECTED TO EXECUTE PROMPTLY THIS ORDER WITH NO CHANGE TO THE CONTRACT SUM OR CONTRACT TIME. IF A CHANGE IN CONTRACT SUM OR CONTRACT PRICE IS REQUIRED, SUBMIT YOUR ITEMIZED PROPOSAL IN ACCORDANCE WITH THE GENERAL AND SUPPLEMENTAL GENERAL CONDITIONS PRIOR TO PROCEEDING WITH THE WORK. IF YOUR PROPOSAL IS FOUND TO BE IN ACCORDANCE WITH THE DOCUMENTS AND IS FAIRLY RENDERED, THIS FIELD ORDER WILL BE SUPERSEDED BY A CHANGE ORDER.

The following changes are to the project:

The Montgomery County Commission has approved an increase of \$7,178.00 to the Security Related Devices/Accessories Allowance to accommodate the required security modifications due to the DA requested modification approved by the Commission earlier.

I will inform Norment Security Group of the approval, so they can prepare for the revised security scope, which will be installed during Phase 2 of the project.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1818

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

April 6, 2015

Patrick Addison
PH&J Architects, Inc.
P.O. Box 215
Montgomery, Al 36101

Dear Mr. Addison:

The Montgomery County Commission, at its meeting on this date, approved a change order item from Norment Security Group, Inc., regarding County Courthouse Annex I, Third Floor renovations and alterations for the District Attorney and Child Support Offices.

Please incorporate this change order item into a future Change Order for this project.

If I can be of any further assistance, please contact me.

Sincerely



Donald L. Mims
County Administrator

DLM/tn

ELTON N. DEAN, SR.
CHAIRMAN

A COUNTY OLDER THAN THE STATE

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
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DANIEL HARRIS, JR.
VICE CHAIRMAN

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

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

ESTABLISHED 1816

April 1, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

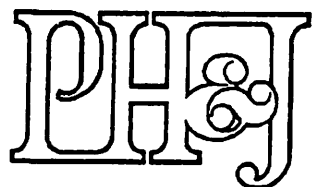
SUBJECT: Change Order Item from Norment Security Group, Inc., regarding County Courthouse Annex I, Third Floor Renovations and Alterations for the District Attorney and Child Support Offices

The Montgomery County Commission, during its meeting on March 16, 2015, agreed to place on the next agenda a change order item from Norment Security Group, Inc., regarding County Courthouse Annex I, Third Floor Renovations and Alterations for the District Attorney and Child Support Offices.

I am requesting approval of this change order item.

DLM/tn

Attachment



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA
Harrell G. Gandy, AIA

J. Roland Pond, AIA
Renis O. Jones, III, AIA

E. Griffin Harris, AIA
Patrick T. Addison, AIA

Saturday, March 7, 2015

Mr. Donnie Mims, Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Montgomery County Courthouse - Annex 1
Renovations for the District Attorney and Child Support

PH&J Project # 1208-GVC

Dear Mr. Mims,

I would like to request a few minutes with the Commission at their next scheduled Commission Meeting to discuss an increase in our security allowance for the above-mentioned project. This increase is to cover the required security devices associated with the "DA Requested Modification" to the project that the Commission approved at their February 17, 2015 Commission meeting.

Attached is the change request from Norment Security Group in the amount of \$7,178.00, which adjusts and adds to the existing security structure for Annex 1. All the electrical infrastructure for Norment's work was included in the architect's package for the DA's Modification. But, due to the nature and importance of Courthouse security, we could not include or direct the security modifications until the Commission approved the change in project scope as requested by District Attorney Daryl Bailey. This adjustment will come out of the remaining contingency allowance for the project and does not require addition funding for the project.

If you and Florence Cauthen have any questions, please call.

Sincerely,

Patrick T. Addison, AIA

Attachments:

Cc: Florence Cauthen, Sheriff Derrick Cunningham, Griff Harris, File

Norment

SECURITY GROUP

PROPOSAL

2511 Midpark Rd.
Montgomery, Alabama 36109
334-281-8440
FAX: 334-285-5055

Montgomery County Commission
100 S. Lawrence St.
Montgomery, AL 36104
Attn: Donnie Mimms

02/25/15

Proposal Number:
MCC02.25.15

Furnish and install the listed equipment for the Annex 1, 3rd Floor renovation phase 2. The project includes cable and interface equipment to extend the security video workstation display to a customer supplied large screen monitor. Provide and install access control hardware for one door. Provide and install one IP Based Video/Intercom system with PC software for multiple monitor and control points.

Furnish and install:

- ❖ (1) RI-120 Reader Interface Unit w/Enclosure
- ❖ (1) Proxpro Card Reader
- ❖ (1) Aiphone IP Based Video/Intercom System
- ❖ (1) Sewell HDMI Extender Transceivers
- ❖ Installation Material and Labor
- ❖ Programming Labor

PRICE - Good for 90 Days:

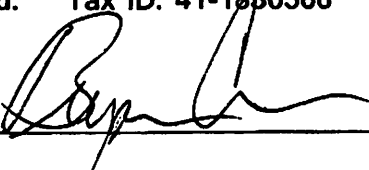
Total: \$9,553.00

Credit for changes to the Phase:1 system: -\$2,375.00

Net Total: \$7,178.00

A one-year parts and labor warranty is provided. Tax ID: 41-1880566

Sign and return one copy for our files.

By: 

Accepted: 

Firm: _____

Date: 4-6-15

ITEM B

C. ALLOWANCES (see GC Article 3.8)

1. **General**: Unless stated otherwise, allowances for materials include cost of delivery to job site with sales tax paid. Costs related to job storage, uncrating, installation and contractor's profit and overhead are not included and shall be adequately covered otherwise in the Contract Sum. Items included hereunder shall be selected by the Architect or Owner, purchased by the Contractor, and included under the general warranty (unless the Contractor makes reasonable objections to warranty in writing prior to purchase).

No order for work covered by an allowance may be placed by the Contractor until the accounting therefore has been submitted in writing and approved.

2. **Hardware Allowance**: Refer to Division 8.

3. **Voice and Data Equipment Allowance**: Include \$150,000.00 allowance for Voice and Data Equipment and Wiring associated with this project.

4. **Security Related Devices/Accessories Allowance**: Include \$95,000.00 allowance for the security devices, infrastructure and warranties expanding the existing Courthouse security systems (Door access and CCTV monitoring) in Annex 1, associated with this project.

1. **Base Bid, Alternates, Allowances, Etc. (Section 1010, Item C4)**: Increase allowance for Security Related Devices/Accessories from \$95,000.00 up to \$100,000.00.

2. **Base Bid, Alternates, Allowances, Etc. (Section 1010)**: Add the following Item:

D: Interactive Audiovisual System: Include \$20,000.00 allowance for the required design for the "Way-Finding" graphics and the custom stand/mount for the interactive monitor to be located in the main building entrance lobby to the County Courthouse – Annex 1 building.

ITEM C

C. ALLOWANCES (see GC Article 3.8)

1. **General:** Unless stated otherwise, allowances for materials include cost of delivery to job site with sales tax paid. Costs related to job storage, uncrating, installation and contractor's profit and overhead are not included and shall be adequately covered otherwise in the Contract Sum. Items included hereunder shall be selected by the Architect or Owner, purchased by the Contractor, and included under the general warranty (unless the Contractor makes reasonable objections to warranty in writing prior to purchase).

No order for work covered by an allowance may be placed by the Contractor until the accounting therefore has been submitted in writing and approved.

2. **Hardware Allowance:** Refer to Division 8.

3. **Voice and Data Equipment Allowance:** Include \$150,000.00 allowance for Voice and Data Equipment and Wiring associated with this project.

4. **Security Related Devices/Accessories Allowance:** Include \$95,000.00 allowance for the security devices, infrastructure and warranties expanding the existing Courthouse security systems (Door access and CCTV monitoring) in Annex 1, associated with this project.

1. **Base Bid, Alternates, Allowances, Etc. (Section 1010, Item C4):** Increase allowance for Security Related Devices/Accessories from \$95,000.00 up to \$100,000.00.

2. **Base Bid, Alternates, Allowances, Etc. (Section 1010):** Add the following Item:

D: Interactive Audiovisual System: Include \$20,000.00 allowance for the required design for the "Way-Finding" graphics and the custom stand/mount for the interactive monitor to be located in the main building entrance lobby to the County Courthouse – Annex 1 building.



www.mc-ala.org/da

Daryl D. Bailey
District Attorney
Fifteenth Judicial Circuit of Alabama
251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667



(334)832-2550

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: Daryl D. Bailey *DB*
District Attorney

DATE: June 8, 2015

SUBJECT: Request for Two Additional Investigator Positions

I respectfully request the Commission authorize and fund two new Investigator I positions in my office. The increase in workload, especially homicides, over the past year has highlighted to me the need for additional staff.

Due to savings this year in our general fund budget realized through staff changes, one position could be authorized immediately without requiring a budget change for the current fiscal year. Depending on how long it takes for the hiring process to be completed, the second position could possibly also fall within the current budgeted funds. The positions would increase our next fiscal year's budget.

I am available to discuss these needs with the Commission.

ORIGINAL

DISTRICT ATTORNEY
POSITION FILL REQUEST

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Daryl D. Bailey

POSITION TITLE: Investigator I

POSITION NO: _____

PROPOSED EFFECTIVE DATE: July 6, 2015

TYPE OF APPOINTMENT: (X) PERMANENT () TEMPORARY

RECRUITING:

(X) OPEN () TRANSFER

() PROMOTION (X) PROMOTION/TRANSFER

PAY GRADE: PS5-01 – PS7-13 SALARY RANGE: \$54,021 - \$76,901

Pay step to be based upon the following rules:

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

*Merit dates do not change.

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

1 ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

2

Funding

3

SELECTEE: _____

Date: _____

Appointing Authority Signature – District Attorney Office

4

() Manpower data entered by: _____ Date: _____

() Payroll entered by: _____ Date: _____

ORIGINAL

DISTRICT ATTORNEY
POSITION FILL REQUEST

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Daryl D. Bailey

POSITION TITLE: Investigator I

POSITION NO: _____

PROPOSED EFFECTIVE DATE: July 6, 2015

TYPE OF APPOINTMENT: (X) PERMANENT () TEMPORARY

RECRUITING:

(X) OPEN () TRANSFER

() PROMOTION (X) PROMOTION/TRANSFER

PAY GRADE: PS5-01 – PS7-13 SALARY RANGE: \$54,021 - \$76,901

Pay step to be based upon the following rules:

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

*Merit dates do not change.

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

1 ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

2

Funding

3

SELECTEE: _____

Date: _____

Appointing Authority Signature – District Attorney Office

4

() Manpower data entered by: _____ Date: _____

() Payroll entered by: _____ Date: _____

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: PROBATE

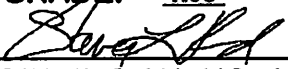
APPOINTING AUTH.: Judge Steven L. Reed.

SUPERVISOR: William D. Flowers, III

COMPLETE ACTION DATES

1. __dept request
2. __admin review
3. __pers dept
4. __cert to admin
5. __dept selection
6. __final review

1. **POSITION TITLE:** Assistant Tag and License Supervisor
POSITION NUMBER: 750053056
PROPOSED EFFECTIVE DATE: 22 June 2015
TYPE OF APPOINTMENT: X PERMANENT TEMPORARY
RECRUITING:
X Promotional Transfer Transfer
 Open Competitive Register Reemployment
PAY GRADE: A05


APPOINTING AUTHORITY

8 June 2015
Date

2. **ADMINISTRATIVE REVIEW**

 APPROVED
 DISAPPROVED

FUNDING AUTHORITY

Date

3. **CERTIFICATION**

Promotional Candidates
Open-Competitive Candidates
Transfer Candidates

PERSONNEL DIRECTOR

Date

4. **SELECTEE:**

APPOINTING AUTHORITY

Date

5. Manpower data entered by

Date

 Payroll entered by

Date

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge Steven L. Reed.

SUPERVISOR: William D. Flowers, III

COMPLETE ACTION DATES

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

1. **POSITION TITLE:** Customer Service Clerk
POSITION NUMBER: 750016001
PROPOSED EFFECTIVE DATE: 22 June 2015
TYPE OF APPOINTMENT: ☒ **PERMANENT** ☐ **TEMPORARY**
RECRUITING:
☐ **Promotional Transfer** ☐ **Transfer**
☒ **Open Competitive Register** ☐ **Reemployment**
PAY GRADE: A03


APPOINTING AUTHORITY

8 June 2015
Date

2. **ADMINISTRATIVE REVIEW**
☐ **APPROVED**
☐ **DISAPPROVED**

FUNDING AUTHORITY

Date

3. **CERTIFICATION**
Promotional _____ **Candidates**
Open-Competitive _____ **Candidates**
Transfer _____ **Candidates**

PERSONNEL DIRECTOR

Date

4. **SELECTEE:** _____

APPOINTING AUTHORITY

Date

5. _____ **Manpower data entered by** _____

Date

_____ **Payroll entered by** _____

Date

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Correction Officer Sergeant

Position Number 160

Proposed Effective Date June 22, 2015

Type of Appointment ☒ Permanent ☐ Temporary

Recruiting

☒ Promotional Register ☐ Transfer
☐ Open Competitive Register ☐ Reemployment

Pay Grade Pay Grade PC3 \$38,146-\$54,303

Derrick Cunningham plw
Pay Step to be based upon City and County of Montgomery Personnel Board
Rules and Regulations, Rule VI, section 10(A-Promotions)
Date June 3, 2015
Department Head

2. Administrative Review
☐ Approved
☐ Disapproved

Funding Authority

3. Certification
Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4. Selectee: _____

Appointing Authority

Date _____

5. ☐ Manpower data entered by _____ Date _____
☐ Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Correction Officer Corporal

Position Number 167

Proposed Effective Date June 22, 2015

Type of Appointment ☒ Permanent ☐ Temporary

Recruiting

☒ Promotional Register ☐ Transfer
☐ Open Competitive Register ☐ Reemployment

Pay Grade Pay Grade PC2 \$32,792-\$46,681
Pay step to be based upon City and County of Montgomery Personnel Board
Rules and Regulations, Rule, VI, section 10(A-Promotions)
Date June 3, 2015

Derrick Cunningham
Department Head

2. Administrative Review
☐ Approved
☐ Disapproved

Funding Authority

3. Certification
Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4. Selectee: _____

Appointing Authority

Date _____

5. ☐ Manpower data entered by _____ Date _____
☐ Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Correction Officer Corporal

Position Number To Be Determined

Proposed Effective Date June 22, 2015

Type of Appointment ☒ Permanent ☐ Temporary

Recruiting

- ☒ Promotional Register ☐ Transfer
☐ Open Competitive Register ☐ Reemployment

Pay Grade Pay Grade PC2 \$32,792- \$46,681

Derrick Cunningham Rules and Regulations, Rule VI, section 10(A-Promotions)

Date June 3, 2015

Department Head

2. Administrative Review

- ☐ Approved
☐ Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

5. ☐ Manpower data entered by _____

Date _____

☐ Payroll entered by _____

Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

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

1. Position Title Correction Officer Trainee/Corrections Officer

Position Number To Be Determined

Proposed Effective Date June 22, 2015

Type of Appointment ☒ Permanent ☐ Temporary

Recruiting

☐ Promotional Register ☐ Transfer
☒ Open Competitive Register ☐ Reemployment

Pay Grade Corrections Officer Trainee \$29,244 Pay grade PCT
Corrections Officer - \$30,456--\$43,356 Pay grade PC1

Derrick Cunningham Date June 3, 2015
Department Head

2. Administrative Review

☐ Approved
☐ Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

5. ☐ Manpower data entered by _____ Date _____
☐ Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Correction Officer Trainee/Corrections Officer

Position Number To Be Determined

Proposed Effective Date June 22, 2015

Type of Appointment ☒ Permanent ☐ Temporary

Recruiting

Promotional Register ☐ Transfer
(X) Open Competitive Register ☐ Reemployment

Pay Grade Corrections Officer Trainee \$29,244 Pay grade PCT

Corrections Officer -\$30,456--\$43,356 Pay grade PC1

Derrick Cunningham Date June 3, 2015
Department Head

2. Administrative Review

☐ Approved
☐ Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

5. ☐ Manpower data entered by _____ Date _____
☐ Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: Kevin Murphy, Chief Deputy

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

1. Position Title Deputy Sheriff Sergeant

Position Number 064

Proposed Effective Date June 8, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade PS3 \$42,191 - \$60,059

Pay step to be based upon City and County of Montgomery Personnel

Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)

Date May 29, 2015

Derrick Cunningham
Department Head

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

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

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

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

1. Position Title Deputy Sheriff Corporal

Position Number 163

Proposed Effective Date June 8, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade PS2 \$38,328 - \$49,337

Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)

Derrick Cunningham
Department Head

Date June 1, 2015

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

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

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

1. Position Title Deputy Sheriff Corporal

Position Number _____

Proposed Effective Date June 8, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade PS2 \$38,238 - \$49,337

Pay step to be based upon City and County of Montgomery Personnel

Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)

Derrick Cunningham Date May 29, 2015
Department Head

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee:

Appointing Authority Date _____

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

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

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

1. Position Title Deputy Sheriff Corporal

Position Number _____

Proposed Effective Date June 8, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade PS2 \$38,328 - \$49,337

Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)

Derrick Cunningham

Date May 29, 2015

Department Head *nmcc*

2. Administrative Review

- () Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director _____

4. Selectee:

Date _____

Appointing Authority _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

1. Position Title Deputy Sheriff Trainee / Deputy Sheriff

Position Number '021

Proposed Effective Date June 8, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade PST Deputy Sheriff Trainee - \$36,118
PS1 Deputy Sheriff \$37,271 - \$46,493

Derrick Cunningham

Date May 29, 2015

Department Head *[Signature]*

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

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

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

1. Position Title Deputy Sheriff Trainee / Deputy Sheriff

Position Number '068

Proposed Effective Date June 8, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade PST Deputy Sheriff Trainee - \$36,118
PS1 Deputy Sheriff - \$37,271 - \$46,493

Derrick Cunningham Date May 29, 2015
Department Head hwcc

2. Administrative Review

() Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

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

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

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

1. Position Title Deputy Sheriff Trainee / Deputy Sheriff

Position Number _____

Proposed Effective Date June 8, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade PST Deputy Sheriff Trainee - \$36,118

PS1 Deputy Sheriff - \$37,271 - \$46,493

Derrick Cunningham
Department Head

Date June 1, 2015

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date _____

4. Selectee: _____

Appointing Authority

Date _____

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

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

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

1. Position Title Deputy Sheriff Trainee / Deputy Sheriff

Position Number _____

Proposed Effective Date June 8, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade PST Deputy Sheriff Trainee - \$36,118
PS1 Deputy Sheriff - \$37,271 - \$46,493

Department Head Date May 29, 2015

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee:

Appointing Authority Date _____

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

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Jme

AGENDA

JUL - 6 2015

Date: June 25, 2015
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 19, 2015 Return Date: August 19, 2015
Conference Leave (Days / Hours): 5 hours
Purpose of Travel: Balch & Bingham 2015 Annual Business and 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: \$38.80 Advance Registration Required: \$0.00

Department Name: Finance Department Fund Name: _____

Additional Comments: Registration \$25 Mileage \$13.80

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

The above request is app. 07/06/15 reimbursement of actual and necessary expenses in the
approximate amount of \$38.80 and advance registration of \$0.00 is authorized.

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>\$1,434.85</u>	
Budget Available:	<u>\$1,565.15</u>	
Current Requests:	<u>\$38.80</u>	
Budget Balance:	<u>\$1,526.35</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/25/2015
cc: Finance Director / Buyer

12-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

John

AGENDA

JUL - 6 2015

Date: June 25, 2015
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 26, 2015 Return Date: August 26, 2015

Conference Leave (Days / Hours): 8 hours

Purpose of Travel: Alabama Society of CPA's courses: GASB Statement No. 68 and
Annual Update for Governments and Not-for-Profits
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: \$380.00 Advance Registration Required: \$380.00

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. 07/06/15 reimbursement of actual and necessary expenses in the
approximate amount of \$380.00 and advance registration of \$380.00 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>\$1,434.85</u>	
Budget Available:	<u>\$1,565.15</u>	
Current Requests:	<u>\$418.80</u>	
Budget Balance:	<u>\$1,146.35</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/25/2015

cc: Finance Director / Buyer

12-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

AGENDA

JUL - 6 2015

Date: June 25, 2015
To: Donald L. Mims, Administrator
From: Steven L. Reed
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Houston, Texas
Departure Date: August 19, 2015 Return Date: August 23, 2015
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: to attend The Election Center's 31st Annual National Conference

Traveler (s) Name: 1. Judge Steven L. Reed 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,000.00 Advance Registration Required: \$619.00
Department Name: Elections Fund Name: 001-51910.265

Additional Comments: to be paid by Elections

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

The above request is app. 07/06/15 reimbursement of actual and necessary expenses in the
approximate amount of \$2,000.00 and advance registration of \$619.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51910.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$3,000.00</u>	
Current Requests:	<u>\$2,000.00</u>	
Budget Balance:	<u>\$1,000.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/29/2015
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

AGENDA

JUL - 6 2015

Date: June 25, 2015
To: Donald L. Mims, Administrator
From: Steven L. Reed
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, Alabama
Departure Date: July 29, 2015 Return Date: July 29, 2015
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend Alabama Probate Judges' Association Marriage Law Conference

Traveler (s) Name: 1. William Flowers, III 4. _____
2. Malcolm Richard 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$700.00 Advance Registration Required: \$300.00
Department Name: Probate Fund Name: 001-51300-265

Additional Comments: _____

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

The above request is app. 07/06/15 reimbursement of actual and necessary expenses in the
approximate amount of \$700.00 and advance registration of \$300.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51300.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$13,300.00</u>	
Approved Requests:	<u>\$12,454.51</u>	
Budget Available:	<u>\$845.49</u>	
Current Requests:	<u>\$700.00</u>	
Budget Balance:	<u>\$145.49</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/29/2015
cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 14

AGENDA

JUL -6 2015

Date: June 19, 2015

To: Donald L. Mims, Administrator

From: Wanda J. Robinson, Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: September 21, 2015

Return Date: September 25, 2015

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: Alabama Jail Association Fall Conference

Traveler (s) Name: 1. Colonel Wanda Robinson 4. Sergeant Carlos Parks
2. Captain Etta Matthews 5. _____
3. Lieutenant Tamberly Garner 6. _____

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

Total (est.) Cost: \$1,000.00 Advance Registration Required: \$100.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is app. 07/06/15 reimbursement of actual and necessary expenses in the
approximate amount of \$1,000.00 and advance registration of \$100.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-52200-265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$15,000.00

Approved Requests: \$13,385.56

Budget Available: \$1,614.44

Current Requests: \$1,000.00

Budget Balance: \$614.44

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/22/2015

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 13

AGENDA

JUL - 6 2015

Date: June 30, 2015

To: Donald L. Mims, Administrator

From: Scott Kramer, Risk Manager

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Alexandria, VA

Departure Date: September 22, 2015 Return Date: September 25, 2015

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: to attend PRIMA Board Meeting

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

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

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

Department Name: Risk Management Fund Name: Liability

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

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 07/06/15 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 007-51100.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$15,000.00

Approved Requests: \$3,108.32

Budget Available: \$11,891.68

Current Requests: \$0.00

Budget Balance: \$11,891.68

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/30/2015

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

AGENDA

JUL - 6 2015

Date: June 19, 2015
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 17, 2015 Return Date: August 21, 2015
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Attend the 2015 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: \$1,000.00 Advance Registration Required: \$200.00
Department Name: Engineering Department Fund Name: 111-53600.265

Additional Comments: Mileage, Lodging, and Meals
*Registration is required to be paid online when registering. Mr. Kelley will use
his personal credit card to meet this requirement.

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

The above request is app. 07/06/15 reimbursement of actual and necessary expenses in the
approximate amount of \$1,000.00 and advance registration of \$200.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$6,800.00</u>	
Approved Requests:	<u>\$5,762.75</u>	
Budget Available:	<u>\$1,037.25</u>	
Current Requests:	<u>\$1,000.00</u>	
Budget Balance:	<u>\$37.25</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/22/2015
cc: Finance Director / Buyer

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

AGENDA

JUL - 6 2015

Date: July 1, 2015
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hotel Roanoke and Conference Center Roanoke, VA
Departure Date: September 14, 2015 Return Date: September 18, 2015
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Attend the National Roadside Vegetation Management Association Annual Conference

Traveler (s) Name: 1. Danise Nettles 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,613.45 Advance Registration Required: \$150.00
Department Name: Engineering Dept. Fund Name: 111-53600.265

Additional Comments: Lodging: \$570.00
Meals: \$200.00
Mileage: \$693.45

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

The above request is app. 07/06/15 reimbursement of actual and necessary expenses in the
approximate amount of \$1,613.45 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>\$8,500.00</u>
Approved Requests:	<u>\$6,762.75</u>
Budget Available:	<u>\$1,737.25</u>
Current Requests:	<u>\$1,613.45</u>
Budget Balance:	<u>\$123.80</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 7/1/2015
cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 22

AGENDA

JUL - 6 2015

Date: June 11, 2015
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: October 14, 2015 Return Date: October 16, 2015
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Advanced Train the Trainer course

Traveler (s) Name: 1. Clay Henley 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$668.20 Advance Registration Required: \$250.00
Department Name: Appraisal Fund Name: Reappraisal
Additional Comments: ******THIS WILL BE COMING OUT OF OUR 2016 BUDGET.******
Meals: \$75/day=\$225.00 Mileage: \$64.40/day=\$193.20 Registration=\$ 250.00
TOTAL EST. COST: \$ 668.20

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator
The above request is app. 07/06/15 reimbursement of actual and necessary expenses in the
approximate amount of \$668.20 and advance registration of \$250.00 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>\$21,916.44</u>	
Budget Available:	<u>\$8,083.56</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$8,083.56</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/16/2015
cc: Finance Director / Buyer

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Revised October 12, 2006

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 23

AGENDA

JUL - 6 2015

Date: June 11, 2015
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: August 10, 2015 Return Date: August 14, 2015
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: AAAO Summer Conference

Traveler (s) Name: 1. Clay Henley (Aug. 10-12) 4. Calvin Johnson (Aug. 11-14)
2. Donna Raney (Aug. 10-14) 5. Marsha Keller (Aug. 11-14)
3. Jimmy Garnett (Aug. 11-14) 6. _____

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

Total (est.) Cost: \$6,788.58 Advance Registration Required: \$900.00
Department Name: Appraisal Fund Name: Reappraisal
Additional Comments: ADVANCE REG.-\$900.00 MILEAGE-5@227.70=\$1,138.50
HOTEL: \$203.13/night- \$3,250.08
FOOD:\$75/day \$1,500.00

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator
The above request is app. 07/06/15 reimbursement of actual and necessary expenses in the
approximate amount of \$6,788.58 and advance registration of \$900.00 is authorized.

To be completed by the Finance Department		
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>\$21,916.44</u>	
Budget Available:	<u>\$8,083.56</u>	
Current Requests:	<u>\$6,788.58</u>	
Budget Balance:	<u>\$1,294.98</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/16/2015
cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 38

AGENDA

JUL -6 2015

Date: June 25, 2015
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Quantico, VA
Departure Date: Wednesday, July 1, 2015 Return Date: Friday, September 18, 2015
Conference Leave (Days / Hours): 80 Days
Purpose of Travel: Attend FBI Academy

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

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

Total (est.) Cost: \$2,500.00 Advance Registration Required: \$2,500.00
Department Name: Sheriff's Office Fund Name: 749-52110.499

Additional Comments: _____

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

The above request is app. 07/06/15 reimbursement of actual and necessary expenses in the
approximate amount of \$2,500.00 and advance registration of \$2,500.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>749-52110.499</u>	(ex: 000-00000-000)
Description:	<u>Administration Expense</u>	
Current Budget:	<u>\$417,000.00</u>	
Approved Requests:	<u>\$388,944.17</u>	
Budget Available:	<u>\$28,055.83</u>	
Current Requests:	<u>\$2,500.00</u>	
Budget Balance:	<u>\$25,555.83</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/29/2015

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

AGENDA

JUL - 6 2015

Date: June 11, 2015
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: July 22, 2015 Return Date: July 24, 2015
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Management and Supervision

Traveler (s) Name: 1. Patrick Stokes 4. Danette Fox
2. Anita Holley 5.
3. Judith Burt 6.

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

Total (est.) Cost: \$1,000.00 Advance Registration Required: \$1,000.00
Department Name: Revenue Commission Fund Name: 755-51500-265

Additional Comments:

To: Janet Buskey, Revenue Comm.
From: Donald L. Mims, Administrator

The above request is app. 07/06/15 reimbursement of actual and necessary expenses in the
approximate amount of \$1,000.00 and advance registration of \$1,000.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>755-51500.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$7,000.00</u>	
Approved Requests:	<u>\$3,742.90</u>	
Budget Available:	<u>\$3,257.10</u>	
Current Requests:	<u>\$1,000.00</u>	
Budget Balance:	<u>\$2,257.10</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/11/2015

cc: Finance Director / Buyer

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JUL - 6 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Appraisal Department	REVIEWED:	S. Thomas	7/1/2015
DATE:	7/1/2015		Finance Director	Date
REQUESTED BY:	Clay Henley	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Subscriptions	120-51985.409	2,200	500	2,700
Equipment and furniture	120-51985.540	0	31,000	31,000
Aerial Photography	120-51985.179	200,000	(31,500)	168,500
TOTAL BUDGET CHANGE		202,200	0	202,200
TOTAL 2015 APPRAISAL BUDGET		2,924,475	0	2,924,475

JUSTIFICATION: To cover the cost of purchasing property valuation guides that have increased in cost this budget year and to purchase a new Plotter..

JUL - 6 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Community Corrections	REVIEWED:	S. Thomas	6/17/2015
DATE:	6/17/2015		Finance Director	Date
REQUESTED BY:	Paul Brown	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Cellular Service	124-52960-255	4,300	(900)	3,400
Electricity	124-52960-244	8,000	(1,400)	6,600
Drugs and Medical Supplies	124-52960-206	16,000	(1,000)	15,000
Fuels and Lubricants	124-52960-212	6,000	(600)	5,400
Extra Help (Temporary)	124-52960-115	0	3,900	3,900
TOTAL		34,300	0	34,300

JUSTIFICATION:

Senior Clerk 4 is scheduled for up to 12 weeks FMLA beginnng in July. A full-time temp worker (extra help) is required to staff the front office, Projected savings in cell service, electricity , fuel and medical-drug lab supplies are proposed to offset this cost for Extra Help. (49 days this FY at \$9.69 per hour)

JUL - 6 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Detention Facility	REVIEWED:	S. Thomas	6/29/2015
			Finance Director	Date
REQUESTED BY:	Colonel W. Robinson	APPROVED:		
Elected Official/Dept. Head	Date	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Bedding	001-52200.349	10,000	(10,000)	0
Other Misc. Supplies	001-52200.219	15,000	10,000	25,000
TOTAL		25,000	0	25,000

JUSTIFICATION:

Realign budget categories to purchase Phazzers with kits that includes 2-types of cartridges and chargers for the Specialized Unit and Supervisors at the Mac Sim Butler Detention Facility.

JUL -6 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 4

DEPARTMENT:	ECD	REVIEWED:	S. Thomas	6/29/2015
			Finance Director	Date
REQUESTED BY:	Jane Brown	APPROVED:		
Elected Official/Dept. Head	Date	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair & Maintain-Software License	784-51986-240	30,900	66,595	97,495
Fund Balance			(66,595)	
TOTAL		30,900	0	97,495

JUSTIFICATION:

To pay initial invoice for new 911 system. Approved at Special Called Meeting of the ECD Board on April 6, 2015.

JUL -6 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 12

DEPARTMENT: Engineering REVIEWED: S. Thomas 7/1/2015
Finance Director Date
REQUESTED BY: George C. Speake APPROVED: 5/21/2015
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Professional Services	111-53600.307	5,000	(300)	4,700
Contract Services	111-53600.304	2,500	(1,700)	800
Travel-Registration&Training	111-53600.265	6,500	2,000	8,500
TOTAL		14,000	0	14,000

JUSTIFICATION:

Budget realignment to increase travel budget to cover travel request Number 7 and Number 8.

JUL - 6 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Information Systems	REVIEWED:	S. Thomas	7/1/2015
DATE:	7/1/2015		Finance Director	Date
REQUESTED BY:	Lou Ialacci	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair and Maint Software	001-51965-240	421,750	(21,500)	400,250
Misc Data Processing Equip	001-51965-590	0	11,000	11,000
Equip/Furniture Purchases	001-51965-400	0	10,500	10,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		421,750	0	421,750

JUSTIFICATION:

To purchase required firewall and switches for the County's disaster recovery site

JUL -6 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 7

DEPARTMENT:	JUDGE OF PROBATE	REVIEWED:	S. Thomas		6/29/2015
			Finance Director		Date
REQUESTED BY:	JUDGE STEVEN L. REI	APPROVED:			
Elected Official/Dept. Head	Date	Administrator			Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Travel - Registration & Training	001-51300-265	12,700	600	13,300
Insurance - Public Officials Liability	001-51300-275	1,365	635	2,000
Administration Expense	001-51300-499	3,033	(1,235)	1,798
TOTAL		17,098	0	17,098

JUSTIFICATION:

to pay Public Official Bond for William Flowers, III & cover travel expenses for Travel Request #9

JUL - 6 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Revenue Commissioner	REVIEWED:	S. Thomas	6/24/2015
DATE:	6/23/2015		Finance Director	Date
REQUESTED BY:	Janet Buskey	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Manufactured Home Trust				
Office Supplies/Minor Equip	781-51500-211	4,000	1,500	5,500
Travel-Registration & Training	781-51500-265	6,000	(1,500)	4,500
				0
				0
TOTAL		10,000	0	10,000

JUSTIFICATION:

To purchase minor office furniture for Revenue Commissioner's Office.

ORIGINAL

POSITION FILL REQUEST

For Personnel Dept Use Only
Requisition #

Department Personnel Dept # 5197

Department Head Carmen Douglas

Supervisor Robbie Estes

Job Title Personnel Associate - 700191002 Class Code 0191

Number of Vacancies 1 Pay Grade A07

Proposed Effective Date July 24, 2015

TYPE OF APPOINTMENT xxx Permanent Temporary Provisional

RECRUITING (Select One)

 Promotional Register Transfer Upgrade
xx Open Competitive Register Re-employment

COMMENTS:

Carmen Douglas
Department Head

6/24/15
Date

Carmen Douglas
Cabinet Member (City Only)

6/24/15
Date

Carmen Douglas
Appointing Authority

6/24/15
Date

ADMINISTRATIVE REVIEW Approve Deny

Funding Authority/Budget Officer Date

CERTIFICATION

Promotional Candidates Open-Competitive Candidates
Transfer Candidates Re-employment Candidates

Personnel Director Date

FOR COUNTY USE ONLY

Position Number

Manpower data entered by Date
Payroll entered by Date

FOR CITY USE ONLY

 I certify this appointment is in compliance with the City of Montgomery nepotism policy.
 I declare kinship and request the nepotism policy be waived as justified on the attached document.

Signature

Revised 3/17/11

OFFICE OF THE GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

ROBERT BENTLEY
GOVERNOR

(334) 242-7100
FAX: (334) 242-3282

STATE OF ALABAMA

June 26, 2015

Honorable Elton Dean, Sr.
Chairman
Montgomery County Commission
c/o Central Alabama Regional Planning
and Development Commission
430 South Court Street
Montgomery, AL 36104

Dear Mr. Dean:

RE: Grant No. DOE-028-15

I am pleased to inform you that I have approved the enclosed Grant Agreement which provides your agency with **\$103,228.00** in funds to be utilized for the Weatherization Assistance Program during the Program Year 2015.

Please sign and witness both copies and return one original to the Energy Division. Retain the other copy for your files. Also enclosed for your signature are a Certification form, Disclosure Statement, and Beason-Hammon Compliance form that must be signed and returned along with the grant.

If you have any questions, please call Brenda Mock at (334) 353-5951.

Sincerely,

A handwritten signature in black ink that reads "Robert Bentley". The signature is written in a cursive style with a large, looping initial "R".

Robert Bentley
Governor

RB/BM/ks

Enclosures

cc: Mr. Greg Clark

SUBGRANT AGREEMENT WEATHERIZATION PROGRAM

Grant Agreement No.: DOE-028-15
Grant Amount: \$103,228.00

THIS AGREEMENT is entered into as of April 1, 2015, by and between the **Alabama Department of Economic and Community Affairs, Energy Division**, hereinafter, referred to as the "Department" or "ADECA," and the **Montgomery County Commission**, hereinafter, referred to as the "Subrecipient." The Agreement consists of fourteen typewritten pages and three attachments, as set forth and described below:

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

Subrecipient's DUNS number: 099839086

Federal Award Identification Number ("FAIN"): DE-EE0006136

Federal Award Date: May 18, 2015

Subaward Period of Performance Start and End Date: April 1, 2015 – March 31, 2016

Amount of Federal Funds obligated by this action to the Subrecipient: \$103,228.00

Total amount of Federal Funds obligated to the Subrecipient: \$103,228.00

Total amount of Federal Award: \$2,047,091.00

Federal Award project description: Weatherization Assistance Program

Name of Federal awarding agency: U.S. Department of Energy

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

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

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

Indirect cost rate for the Federal Award: N/A

Terms and Conditions:

1. **PURPOSE:** The purpose of this Agreement is to assist the Department with its implementation of the Weatherization Assistance Program (WAP). The Subrecipient agrees to provide home weatherization assistance to qualified low-income persons in accordance with Department and Federal Regulations and Guidelines.
2. **FUNDING:** It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subrecipient under this Agreement exceed **\$103,228.00** for full and complete satisfactory performance. Any additional costs shall be borne by the Subrecipient. A budget itemizing allowable expenditures is attached and hereby made a part of this Agreement.
3. **DURATION:** The Subrecipient shall commence performance of this Agreement on **April 1, 2015**, and shall complete performance to the satisfaction of the Department not later than **March 31, 2016**.

4. **OMB UNIFORM GUIDANCE FOR FEDERAL FINANCIAL AWARDS:** For any and all contracts or grants made by a non-Federal entity under a Federal Award, the non-Federal entity must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which the U.S. Department of Energy (DOE) is specifically implementing in 2 CFR Part 910. Subrecipients of DOE grants must adhere to 2 CFR 910 and all of its subparts, including, but not limited to, Subpart B (2 CFR 910.120), General Provisions; Subpart D (2 CFR 910.350), Post Federal Award Regulations; Subpart E (2 CFR 910.401), Cost Principles; Subpart F (2 CFR 910.500), Audit Requirements; and all accompanying Appendices.

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

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

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

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

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

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

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

7. **EQUAL EMPLOYMENT OPPORTUNITY:** In accordance with 41 CFR 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any federally assisted construction contract as defined by 41 CFR 60-1.3, the Contractor, during the performance of this agreement, hereby agrees as follows:

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

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

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

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

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

8. COPELAND "ANTI-KICKBACK" ACT: For all prime construction contracts in excess of \$2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland "Anti-Kickback" Act, the Department shall report such violation to the Federal awarding agency.
9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: In the event this contract or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a Contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.
10. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
11. CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT: In the event this contract or grant award is for an amount in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air

Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.

12. **ENERGY CONSERVATION:** The Contractor or Subrecipient shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 *et seq.*
13. **DEBARMENT AND SUSPENSION:** The Subrecipient is prohibited from using any Contractor or Subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal assistance programs (Executive Orders 12549 and 12689).

The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See Code of Federal Regulations, 2 CFR Part 901). The Excluded Parties List System is available for access from the System of Award Management website at <https://www.SAM.gov>.

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

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

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

16. **TOBACCO SMOKE:** Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through state or local governments by Federal grant, contract, loan or loan guarantee.
17. **DRUG-FREE WORKPLACE REQUIREMENTS:** In accordance with provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. 8101 *et seq.*), the "Drug-Free Workplace Act of 1988," all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.
18. **TRANSPARENCY ACT:** Awards under Federal programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" ("FFATA"). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsr.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients.
19. **POLITICAL ACTIVITY:** The Subrecipient shall comply with the Hatch Act (5 U.S.C. 1501, *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.
20. **HUMAN TRAFFICKING PROVISIONS:** This Award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).
21. **PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS:** It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.
22. **MANDATORY DISCLOSURES:** Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in a timely manner in writing to the Department, all violations of Federal criminal law involving fraud, bribery, or gratuity violations.
23. **NOT TO CONSTITUTE A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26.
24. **CONFLICTING PROVISION:** If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
25. **IMMUNITY AND DISPUTE RESOLUTION:** The parties to this agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of

the agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama pursuant to § 41-9-60 *et seq*, Code of Alabama 1975.

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

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

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

27. **ACCESS TO RECORDS:** The Director of the Department, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to Subrecipient personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period, but shall last as long as the records are retained.

28. **ASSIGNABILITY:** The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto. Provided, however, that claims for money due, or to become due to the Subrecipient from the Department under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.

29. **CONTINGENCY CLAUSE:** It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Agreement is made. If this agreement involves Federal funds, the amount of this Agreement will be adjusted by the amount of any Federal recessions and/or deferrals.

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

30. **CONFLICT OF INTEREST:** A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for Award: (1) the individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The Subrecipient certifies by signing this Agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this Agreement nor will the Subrecipient hire any person having such conflicting interest. The Subrecipient further

certifies that it will maintain a written code of standards governing the performance of persons engaged in the Award and administration of contracts and subgrants.

31. **INDIRECT COSTS:** In accordance with 2 CFR §200.331(a)(1)(xiii) and (a)(4), and 2 CFR §200.414, Subrecipients of Federal Awards may charge indirect costs to the Award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will not negotiate indirect cost rates with Subrecipients, but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR §200.68. If requesting the 10% de minimis rate, Subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR §200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal Award. Once chosen, the method must be used consistently for all Federal Awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.

32. **AUDIT REQUIREMENTS:** All Subrecipients of Federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any Subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in their fiscal year, from ADECA, they must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

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

Copies of all required audits must be submitted to:

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

And an additional copy to:

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

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

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

amount owing to the Federal government under any program administered by any division of ADECA that is not received in a reasonable and timely manner.

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

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

35. **DISCLOSURE STATEMENT:** Unless otherwise exempt under § 41-16-82, Code of Alabama 1975, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts, or grant proposals in excess of \$5,000.
36. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, the Alabama Competitive Bid Law (§ 41-16-1 *et seq.*, Code of Alabama 1975), the Alabama Public Works Law (§ 39-1-1 *et seq.*, Code of Alabama 1975), any State permitting requirements, the Alabama Open Meetings Act (§ 36-25a-1 *et seq.*, Code of Alabama 1975), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, *et seq.*, Code of Alabama 1975).

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

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

ATTACHMENT	DATE	NUMBER OF PAGES
A: Work to be Performed	April 1, 2015	1
B: Budget Sheet	April 1, 2015	1
C: Beason-Hammon Compliance	April 1, 2015	1

39. **METHOD OF PAYMENT:**

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

The Subrecipient will be paid on an advance payment basis provided that it maintains a cash management plan, maintains or demonstrates the willingness and ability to maintain both written procedures to minimize the transfer of funds and their disbursement by the Subrecipient and financial management systems that meet the standards for fund control and accountability in accordance with 2 CFR §200.305. If the advance requested exceeds

thirty (30) days, the Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by the Department. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

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

- B. All invoices shall be prepared in the invoice format provided by the Energy Division of the Department and must be accompanied by copies of all pertinent source documentation. The final invoice shall be due no later than thirty (30) days after the termination or expiration of this Agreement.
- C. The Subrecipient should only request advanced funds that will be expended within thirty (30) days. Every attempt to expend advance funds in a timely manner must be made. Any advanced funds not utilized thirty (30) days after receipt must be refunded to the Department. If advanced funds are not expended within the thirty days the Subrecipient may submit a written request along with documentation which explains why advanced funds were not spent and how and when funds will be spent. If request is denied funds must be returned immediately.
- D. Comparison of actual outlays with budgeted amounts for each grant, and which relate financial information with performance/productivity data, including the production of unit costs information.
- E. Invoicing as closely as possible to the time of making disbursements in accordance with 2 CFR §200.305 (b).
- F. Subrecipients shall promptly remit to the Department interest earned on advances. The Subrecipient may keep interest amounts up to \$500 per year for administrative expense in accordance with 2 CFR §200.305 (b), (9).
- G. All unexpended grant funds shall be returned to the Department as soon as possible after the termination date, but not to exceed thirty (30) days.

40. REPORTS, RECORDS, AND EVALUATIONS:

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

disbursements, time distribution reports by pay periods, payrolls, bids, purchase orders, property inventory records, and a perpetual inventory system for materials, source documents in support of all purchases, and claims for reimbursements.

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

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

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

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

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

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

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

When applicable, all Subrecipients shall comply with the Alabama Competitive Bid Law (§ 41-16-54, Code of Alabama 1975), which requires that all original bids together with all

documents pertaining to the award of a contract shall be retained in accordance with a retention period of at least seven years.

41. PROPERTY MANAGEMENT:

- A. No equipment (non-consumable personal property), as defined by the ADECA Property Management Manual, may be purchased without the express written approval of the Department.
- B. The Department shall have the right to determine at the termination or completion of this Agreement (or a later date if the Subrecipient continues to operate the Weatherization Program on behalf of the Department), the title, ownership, and disposition of all property and materials acquired under this Agreement with Federal Funds awarded by the Department.
- C. The Subrecipient shall comply with Property Acquisition and Management Standards of 2 CFR Part 200, as implemented by DOE Rules of Financial Assistance (2 CFR Part 910) using the forms and procedures outlined in the Department's Property Management Manual.

42. CONDITIONS AND ASSURANCES:

A. Subrecipient Compliance

In addition to the terms listed herein, all program and financial management shall be conducted in accordance with 10 CFR, Part 440: "Weatherization Assistance for Low-Income Persons," the "Federal Acquisition Regulation"; Subpart 9.4, "State Plan for Weatherization Assistance for Low-Income Persons for Alabama"; the "Operations Manual for DOE and LIHEAP Weatherization Program"; and with 2 CFR Part 910, "DOE Rules of Financial Assistance." The Subrecipient shall also comply with all Department directives and policies governing Subrecipients and Contractors, all of which are hereby incorporated by reference.

B. Subrecipient Legal Authority to Participate

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

C. Warrants Against Person and/or Selling Agency

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

D. Site Visits

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

E. Publications

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

F. Copyrights

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

G. Protections Regarding Applicant Information

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

H. Relocation Assistance and Real Property Acquisitions

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

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

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

under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

J. Historic Preservation

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

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

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

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

K. Covenant Against Contingent Fees

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

L. Religious Activity Prohibitions

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

M. Standard Work Specification Requirements

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

N. Nondisclosure and Confidentiality Agreement Assurances

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

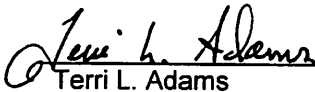
IN WITNESS WHEREOF THE DEPARTMENT AND THE SUBRECIPIENT HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW:

Alabama Department of Economic & Community Affairs

Department

Montgomery County Commission

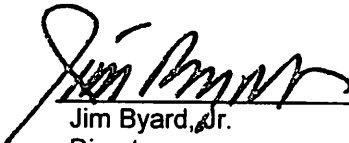
Subrecipient


Terri L. Adams
Energy Division Chief

June 27, 2015
Date

Authorized Official for Subrecipient

Date

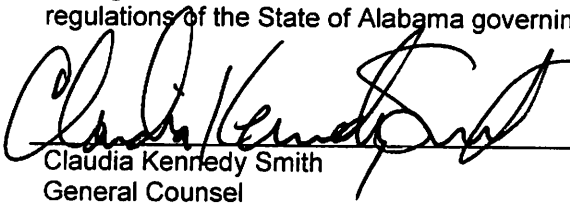

Jim Byard, Jr.
Director

June 15, 2015
Date

Subrecipient Witness

Date

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


Claudia Kennedy Smith
General Counsel

6/11/15
Date

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT NO. DOE-028-15

ATTACHMENT A

WORK TO BE PERFORMED

April 1, 2015

1. The Subgrantee shall weatherize a minimum of **11** dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subgrantee shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

<u>COUNTY</u>	<u>NUMBER OF UNITS</u>
MONTGOMERY	11

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

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT AGREEMENT: DOE-028-15

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE/ INCREASE	TOTAL
ADMINISTRATIVE	\$6,174.00		\$6,174.00
PROGRAM OPERATIONS	\$66,364.00		\$66,364.00
HEALTH AND SAFETY	\$19,690.00		\$19,690.00
AGENCY LIABILITY INSURANCE	\$0.00		\$0.00
TRAINING & TECHNICAL ASSISTANCE	\$4,000.00		\$4,000.00
FINANCIAL AUDIT	\$7,000.00		\$7,000.00

GRAND TOTAL: \$103,228.00

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

GRANTEE LEGAL

NAME:

MONTGOMERY COUNTY COMMISSION

AGREEMENT NO. DOE 028-15

Signature: _____

FEIN NO. 63-6001653

Typed Name: Elton N. Dean, Sr.

DUNS NO. 099839086

Title: Chairman

Signature: _____

Typed Name: _____

Title: _____

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

OFFICIAL SEAL

(if available)

Board Chairperson (name and signature)

Commissioner Elton N. Dean, Sr.

Street Address

P.O. Box 1667

Montgomery, Alabama 36102-1667

Date August 4, 2014

MAILING ADDRESS:

Montgomery County Commission

P.O. Box 1667

Montgomery, Alabama 36102-1667

LOCATION OF ENTITY RECEIVING

AWARD:

CARPDC

430 S. Court St.

Montgomery, Alabama 36104

Phone No. 334-262-4300



State of Alabama Disclosure Statement

(Required by Act 2001-955)

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

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADECA-ED		
ADDRESS 401 Adams Avenue, PO Box 5690		
CITY, STATE, ZIP	Montgomery, AL 36103-5690	TELEPHONE NUMBER (334) 262-5365

This form is provided with:

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

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

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

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

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

OVER

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

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

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

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

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

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

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

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

State of Alabama)
County of Montgomery)

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

DATE: _____

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

Weatherization Assistance Program – Grant No. DOE 028-15 by and between
Montgomery County Commission (MCC) (Contractor/Grantee) and
State of Alabama (State Agency, Department or Public Entity)

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

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

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

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

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

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

X (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

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

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

Certified this _____ day of _____ 20 15.

Montgomery County Commission

Name of Contractor/Grantee/Recipient

By: _____

Its Chairman

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20 15.

WITNESS: _____

Printed Name of Witness

15-23

PROJECT AGREEMENT
BY AND BETWEEN
THE CITY OF MONTGOMERY,
MONTGOMERY COUNTY COMMISSION
AND
SYKES ENTERPRISES INCORPORATED

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (the "**Agreement**") is made and entered into by and between the **CITY OF MONTGOMERY, ALABAMA** ("**City**"), a municipal corporation organized under the laws of the State of Alabama and **MONTGOMERY COUNTY COMMISSION, MONTGOMERY, ALABAMA** ("**County**"), a political subdivision of the State of Alabama and **SYKES ENTERPRISES INCORPORATED**, a Florida corporation (the "**Company**"), as of the _____ day of _____, 2015. The City, County and the Company are each a "Party" to this Agreement and are collectively referred to as the "Parties".

R E C I T A L S

WHEREAS, the Company wishes to construct and operate a facility in Montgomery, Alabama wherein the Company will provide back office and customer support (the "Facility" or the "Project") wherein it is endeavoring to employ at least 530 Full-Time Employees earning an average wage of at least \$10.00 per hour, exclusive of benefits, with a total capital investment in developing, constructing and equipping the Facility of not less than \$3,000,000; and

WHEREAS, in reliance on the Company's representations of the capital investment by the Company, employment, and the construction, performance and operation of the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City and County and its citizens, the City and County have committed to make available to the Company certain incentives in the manner and amounts described herein, subject to subject to applicable State and Federal laws.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the

following terms and conditions.

1. **Scope of Agreement.** This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the Recitals, as well as all exhibits, attachments, or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. **The Company's Commitments, Representations and Warranties.** In consideration of the City and County providing the incentives described herein, the Company makes the following commitments to the City and County:

(a) The Company acknowledges that the citizens of Montgomery, Alabama anticipate the prompt receipt of substantial economic benefit to the local and state economies in return for the investment of public money in the Project. The Company shall Commence Construction of the Facility not later than September 1, 2015 and the Company shall Commence Operations at the Facility not later than November 1, 2015 (the "Operations Commencement Outside Date").

(b) In furtherance of this Project, not later than December 31, 2019 (the "Capital Investment Outside Date"), the Company's total Capital Costs invested in the Facility shall be at least three million dollars (\$3,000,000) (the "Capital Investment Target").

(c) Not later than December 31, 2018 (the "Initial Jobs Target Date"), the Company shall employ at least three hundred (300) Full-Time Employees (the "Initial Jobs Target"). Not later than December 31, 2019 (the "Final Jobs Target Date"), the Company shall employ not less than five hundred thirty (530) Full-Time (the "Final Jobs Target") (together with the Initial Jobs Target, hereinafter collectively the "Jobs Targets").

(d) The Company shall give good-faith consideration to Alabama-based contractors and vendors and Alabama residents to provide products and services in developing, constructing, and operation of the Project. Contractors and vendors selected by the Company shall be in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company regardless of the state in which they are based.

(e) The Company shall give good-faith consideration for employment at the Project to qualified Alabama residents, subject in all cases to the

Company's then usual and customary hiring policies.

(f) The Company shall make available adequate funding to complete the development and construction of the Facility and conduct the Company's business.

(g) The Company is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in compliance with all Alabama laws applicable to its operations throughout the duration of this Agreement including any applicable employment and immigration laws.

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

(i) The Company shall satisfy its obligations under any agreements with local government or private economic development organizations that relate to the Project.

(j) The Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

(k) The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law and (ii) to the extent that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Company to enter into this Agreement and make the commitments contained in this Agreement, any such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. Upon request by the City or County, reasonable documentation of the foregoing authority and action shall be provided by the Company to the City and County. The Company's legal counsel upon request shall furnish an opinion of counsel to the City and County in a form reasonably satisfactory to the City and County as to the matters set out in Subsections 2(g) and 2(j). In addition, upon request of the City or County, the Company's legal counsel shall furnish an opinion as to any other matters described herein requested by the City or County for which a legal opinion may appropriately and accurately be given. Further, the Company's accountants and other representatives shall upon request of the City or County furnish an opinion as to the matters described herein, for which an opinion may appropriately and

accurately be given.

3. Commitments of the City and County.

(a) In consideration of the Company constructing the Facility and conducting the business operations as described in the Recitals to this Agreement and the economic benefit to the State and local community to be realized from that operation, the City and County make available a total of up to one hundred fifty thousand dollars (\$150,000) (the "City and County Commitment") payable at the applicable 60% - 40% pro-rata share to reimburse the Company for Capital Costs incurred directly by the Company with regard to the Facility as is set out and defined below.

- (i) At signing of Project Agreement: \$30,000 from City and County
- (ii) At the end of Year 1:
(132 jobs and \$840,000 capex) \$30,000 from City and County
- (iii) At the end of Year 2:
(additional 132 jobs and \$840,000) \$30,000 from City and County
- (iv) At the end of Year 3:
(additional 132 jobs and \$840,000) \$30,000 from City and County
- (e) At the end of Year 4:
(additional 132 jobs and \$840,000) \$30,000 from City and County

(b) Payment to the Company under this Section 3 shall be made only in accordance with the provisions of Section 5 hereof. City will invoice County for their pro-rata share.

4. Recapture of Incentives. The Company acknowledges that the incentives offered by the City and County are based, in part, on the estimated economic impact that will be realized from the Capital Costs incurred in the Facility and additional payroll, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company agrees to the following provisions for recapture by the City and County of cash incentives that the City and County have paid to or for the benefit of the Company.

(a) Capital Investment Outside Date. If the Company has not reached the Capital Investment Target by the Capital Investment Outside Date, the Company shall pay to the City and County an amount equal to the product of: (i) the amount of the City and County Commitment actually received by the Company times; (ii) a fraction, the numerator of which is the Capital Investment Target less the total of all Capital Costs incurred by the Company for the Project as of the Capital Investment Outside Date and the denominator of which is the Capital Investment Target.

(b) Maximum Recapture Amount. Notwithstanding anything contained herein to the contrary, the maximum recapture amount that the City and County may recover from the Company will be the portion of the City and County Commitment actually received by the Company from the City and County hereunder.

(c) Recapture Rights Survive Termination of Agreement. The right of the City and County to recapture incentives shall survive the termination of this Agreement.

(d) Request for Extension. Notwithstanding any language in this Agreement to the contrary, the Company may at any time present information to the City and County that describes and documents any extenuating circumstances beyond the Company's control which the Company feels affects the Company's ability to meet any deadline under this Agreement. The City and County will consider any such information in good faith and may in its sole discretion grant an extension of any such deadline. The City and County may also in its sole discretion reduce the amount of any related recapture payment and/or extend the time for making any such payment.

5. Disbursements of the Contribution of the City and County to the Project. All reimbursements by the City and County to the Company on account of the Project shall be made only in accordance with the following procedure:

(a) Satisfaction of Conditions Precedent. Payment of the City and County contributions to the cost of developing, equipping and constructing the Facility shall be by reimbursement to the Company. It shall be the responsibility of the Company to provide to the Department of Finance, at the address stated in the section of this Agreement governing the giving of notices, satisfactory evidence that all of the conditions precedent to such payment as established by the terms of this Agreement or by law have been satisfied.

(b) Request for Reimbursement to the Company by the City and County. To request reimbursement for costs incurred for developing and constructing the Facility, the Company shall submit to the Department of Finance a "Request for Payment" using the form which is Exhibit A to this Agreement. This Request shall be accompanied by supporting documentation which demonstrates to the satisfaction of the City and County that the expenditures for which reimbursement is sought were incurred only for the developing or constructing of the Facility and satisfies the additional requirements of subsections (a) and (c) and if applicable subsection (d) of this Section. Payments to an affiliate of the Company shall not be eligible for reimbursement unless such payments are for costs paid by the affiliate to an unrelated third party or parties in one or more arm's length transactions for the development and/or construction of the Facility. In such case documentation of such payments by the affiliate to the third party shall also be provided. Requests for payments shall be made only for the full amount of the installment due at the time of the request and any request for a partial payment of any installment will not be processed.

(c) Certificate of Compliance. Each Request For Payment shall be

accompanied by a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an executive officer of the Company, certifying that the Company did achieve the Initial or Final Jobs Target as of the Initial or Final Jobs Target Date (as applicable) and that the Company has satisfied all of its other commitments and obligations hereunder. The City and County may require the Company to provide such other documentation that the City and County reasonably deems necessary to confirm the Company's certifications.

(d) Additional City and County Requirements. In addition to the requirements of subsections (a), (b) and (c) of this Section 5, upon request by the City or County the Company must provide to the Department of Finance the following documents or information:

(i) a certificate of the Facility Architect, Engineer, or other person or persons acceptable to the City and County, certifying that the work, materials, or labor for which Company is requesting reimbursement have been incorporated into, or installed at, the Facility; that they conform to the plans and specifications for the Facility or are items which the Company has previously identified to the City and County as being necessary to the developing and constructing of the Facility; or are another reimbursable expense;

(ii) a release by any third party, including a contractor, supplier, or any other entity that may be specified by the City and County, of claims against the City and County, and any entity specified by the City and County to be the subject of the release;

(iii) all approvals that might be required by statute or regulation before the Facility can be occupied and before Commencement of Operations, including, by way of example and not for limitation, a Certificate of Occupancy, permits, and licenses; and

(iv) such other documentation as is deemed necessary by the City and County to establish that the reimbursement will be for costs incurred for the developing, constructing and equipping of the Facility and will conform to the requirements of applicable law.

(e) Any Request for Payment from the City or County not received within two hundred forty (240) days following the Final Jobs Target Date will not be paid and the City and County shall have no further obligation to the Company under Section 3 of this Agreement.

6. Grounds for Termination of the Obligation of the City and County.

The obligations of the City and County hereunder may be terminated by the City or County upon the occurrence of any of the following events:

(a) Failure of the Company to achieve either of the Jobs Targets by the respective Jobs Target Dates specified herein.

(b) The determination by the City and County that any representations made by the Company or its agents in this Agreement are not true in any material respect.

(c) Failure of the Company to meet its Capital Investment Target at the Facility by the Capital Investment Outside Date

(d) Failure of the Company to Commence Operations at the Facility by the Operations Commencement Outside Date.

(e) Failure of the Company to materially satisfy any other commitment or satisfy materially any other of its obligations that relate to the Project described herein or to a local government or private economic development organization relating in any way to such Project.

(f) A Change of Control of the Company that occurs without the consent of the State, which consent the City and County shall not unreasonably withhold, during or before the expiration of the Jobs Maintenance Period. In the event of a termination due to a Change of Control, all funds paid by the City and County to the Company under Section 3(a) shall be immediately due and payable by the Company to the City and County.

7. **Costs and Expenses.** Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

8. **Assignment.** Absent the consent of the City and County, which shall not be withheld unreasonably, this Agreement is not assignable, except that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any financially solvent affiliate of the Company that agrees to assume assigned obligations of the Company in and to the Project; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the assignee under this Agreement unless specifically excused therefrom by the City and County, to be expressed in writing and signed by an authorized representative of City and County.

9. **Further Assurances.** The Parties agree to do all things and take all actions permitted by law required by this Agreement, to assist and enable the Company to establish the Facility during construction thereof and on an ongoing basis thereafter, including without limitation, the obtaining, negotiation, execution, and delivery of all necessary or desirable agreements, filings, consents, authorizations, approvals, licenses, or deeds.

10. **Section Titles and Headings.** The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

11. **Waivers.** Waiver of any of the obligations of any Party under this Agreement will be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or approvals, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

12. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

13. **Notices.** All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

To the City of Montgomery:

Mayor Todd Strange
City Hall
P. O. Box 1111
Montgomery, Alabama 36101-111

With a copy to:

Barry Crabb
Finance Director
City Hall
P.O. Box 1111
Montgomery, Alabama 36101-1111

To the Montgomery County Commission:

Elton N. Dean, Sr.
Chairman
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102

With a copy to:

Donald L. Mims
County Administrator
Montgomery County
Post Office Box 1667
Montgomery, Alabama 36102

To The Company:

Sykes Enterprises Incorporated
400 North Ashley Drive, Suite 2700
Tampa, Florida 33602
Attention: Ronald Pe Aguirre

With a copy to:

Sykes Enterprises Incorporated
400 North Ashley Drive, Suite 2700
Tampa, Florida 33602
Attention: Legal Department

or to such other address as the receiving Party shall have most recently identified to the sending Party pursuant to the provisions of this Section.

14. Definitions. For the purposes of this Agreement, the following terms shall have the meanings set out in this Section:

“Capital Costs” shall mean costs to develop, construct, renovate or equip the Project that are chargeable to a capital account (or could be chargeable if so elected), determined in accordance with generally accepted accounting principles.

“Change of Control” shall mean either:

(i) the acquisition by any “Person” (as the term “person” is used for the purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) of direct or indirect beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of the combined voting power of the then-outstanding securities of the Company entitled to vote in the election of directors, or

(ii) The consummation of a merger, consolidation, reorganization, statutory share exchange, or similar form of corporate transaction involving the Company, the sale or other disposition of all or substantially all of the Company’s assets.

“Commence Construction” or **“Commencement of Construction”** means that the physical work is being performed and pursued in a commercially reasonable manner, using appropriate equipment and manpower to develop, construct and equip the Facility and install necessary infrastructure to accomplish the objectives of the Project.

“Commence Operations” or **“Commencement of Operations”** shall mean that date the Company commences back office and customer support for the Project.

“Effective Date” means the date upon which this Agreement is signed by the

Mayor of the City of Montgomery and Chairman of the Montgomery County Commission.

“Full-Time Employee” shall mean a person (a) who is being paid directly by the Company for working at the Facility for not less than thirty-six (36) hours per work week, excluding any and all personnel whose workday is not fully dedicated to the Facility, (b) who the Company identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Industrial Relations on returns or reports filed with the foregoing, including but not limited to, IRS Form 941, and (c) who is eligible to participate under such benefit plans as are generally applicable to employees holding positions of like kind and character within either the company or other members of its control group within the United States of America. No employees of the Company, or any affiliate thereof, employed in the State of Alabama at the time hired at or transferred to the Facility shall constitute Full-Time Employees, except to the extent that the Company certifies to the City and County with respect to any such employee (a “Transferred Employee”) that it has not eliminated the Transferred Employee’s previous position at another facility of the Company or affiliate within the City and County that a new employee has been hired at such other facility to fill substantially the same job and in the same pay category as that held by the Transferred Employee.

15. Indemnification. The Company shall release, save, hold harmless, and indemnify the City and County, its elected officials, officers, employees, and agents (collectively, the “Indemnified Parties”) from and against any and all third party claims arising from the performance of any obligation herein, or arising from or in connection with any activity of the Company or any of the Company’s agents, contractors, or employees in connection with the Project, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from the City or County, shall defend the same at the Company’s expense by counsel satisfactory to the City and County. The foregoing indemnity

obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the improvements of the Project. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

16. Entire Agreement; Amendment. This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

17. Governing Law. The governing law of this Agreement shall be the law of the State of Alabama, without regard to conflicts of law provisions. Without waiving sovereign immunity, the Parties agree that any dispute between the Parties for which judicial resolution in the state or federal court system is appropriate shall be resolved in the courts of the State of Alabama or Federal courts located within the State of Alabama.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

SYKES ENTERPRISES, INCORPORATED

By: _____

Its: _____

DATE

CITY OF MONTGOMERY

By: _____
Todd Strange, Mayor DATE

MONTGOMERY COUNTY COMMISSION

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

EXHIBIT A
TO PROJECT AGREEMENT BY AND BETWEEN THE CITY OF
MONTGOMERY, MONTGOMERY COUNTY COMMISSION
AND
SYKES ENTERPRISES, INCORPORATED

REQUEST FOR PAYMENT NO.

DATE:

TO:

CITY OF MONTGOMERY
FINANCE DEPARTMENT
POST OFFICE BOX 1111
MONTGOMERY, AL 36101-1111

FROM RECIPIENT: _____

RE: PROJECT _____

PROJECT AGREEMENT DATED: _____

AMOUNT REQUESTED: \$ _____

Pursuant to the Project Agreement for this Project, Recipient hereby requests payment in the amount specified above. Recipient certifies that all conditions for payment under the terms of the Project Agreement have been satisfied and that the expenditures for which reimbursement is being requested qualify for reimbursement under the Project Agreement and that each has been paid either directly by the Company or an affiliate of the Company. Submitted with this Request for Payment are invoices or other evidence of documentation of these costs and the payment thereof as specified in Section 5(b) of the Project Agreement.

SYKES ENTERPRISES, INCORPORATED

By: _____
Its: Authorized Representative



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

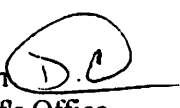
KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

June 17, 2015

MEMORANDUM

TO : Mr. Elton N. Dean, Sr.
County Commission

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : 3AMS Grant
One (1) Year Maintenance Agreement for Virtra Simulator

Attached are two (2) Cooperative Agreements for the 3AMS Grant which will be used for the one (1) year Maintenance Agreement for the Virtra Simulator. This matter is time sensitive as the closing date is June 30, 2015. Please sign both original Agreements as soon as possible so that we can obtain an invoice from Virtra for the Maintenance Agreement in order to remit payment in a timely manner.

Please let me know as soon as possible once it's signed and we will pick up from the County Commission.

DC/crv

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

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990 172

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

1. Administrator Name & Address: Montgomery County Sheriff's Department 115 S. Perry Street Montgomery, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2013	4. Amount of: Federal: \$40,932.00 Total: \$40,932.00	5. Effective Dates Begin: 6/1/2015 End: 6/30/2015	6. Award Number: 3AMS

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 2013 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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**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

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

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

14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The 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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**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

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

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

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

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

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

28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a 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.

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

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

Initial Here D.C.
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COOPERATIVE AGREEMENT STATE HOMELAND SECURITY GRANT PROGRAM TERMS AND CONDITIONS

- b. Budget detail worksheets will document program expenses as prescribed in other sections of the Homeland Security Grant Program guidance. Budget detail worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.
33. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.
34. Overtime and Backfill: 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: This grant is for costs related to sustainment of the virtual/simulated active shooter trainer.

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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., Mtgy. AL 36104
Phone Number: 334.832.1104
Fax Number: 334.832.7113
Mobile Number: 334 850.1329
E-Mail Address: DerrickCunningham@mc-ala.org
Signature: [Signature] Date: 6/16/15

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: 1015 Lawrence St., Mtgy. AL 36104
Phone Number: 334.832.1210
Signature: _____ Date: _____

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

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

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier
Title: Secretary, Alabama Law Enforcement Agency
Signature: [Signature] Date: 6/19/2015

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**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 (SCEMD) 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.

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**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.

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

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

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

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

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

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

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

Form Completed By
Name: Ethan N. Dean, Sr. Title: Chairman
Signature: _____

Initial Here D.C.
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**Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102**

Amendment
To
Contract # 51901-15B-022

Amendment No. 1

Contract for garbage collection services for Montgomery County, to be provided at Montgomery County Jail, 225 S. McDonough Street, Montgomery, AL 36104 is hereby amended as follows:

The following location will be added to the contract, Montgomery County Jail. Garbage collection services will be provided on a monthly basis at \$112.58 per month, which should be billed to Montgomery County Jail, P. O. Box 1667, Montgomery, AL 36102-1667

All other provisions of the contract remain the same.

WITNESS:

SEACOAST DISPOSAL, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

Purchasing Department

[illegible]

Notes Items 11, 12, 13A and 13B on next page

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO 51901-15B-022				Advanced Disposal Attn: Darryn Robinson 1121 Wilbanks Street Montgomery, AL 36108 Phone: 866-252-0458 Fax: 334-283-2670		Alabama Dumpster Service Attn: Landon Dansby P. O. Box 279 Hope Hull, AL 36043 Phone: 334-288-1500		Sea Coast Disposal, Inc. Attn: Matthew Brigrance 3461 Coosada Ferry Road Montgomery, AL 36111 Phone: 910-233-2862		TOTER NO BID		Prices paid for garbage collection the last 3 years; Waste Away (12) Advanced Disposal (11 & 13A)	
ISSUED MAY 7, 2015													
BID OPENED MAY 20, 2015													
SUPPORT SERVICES													
ITEM NO	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
11	Dumpster: Open Top Ramer 20 CY	EA	24	\$87.50	\$2,100.00	\$160.00	\$3,840.00	\$100.00	\$2,400.00			\$140.00	\$3,360.00
	Haul Charge	EA	24	\$35.00	\$840.00	\$36.00	\$864.00	\$40.00	\$960.00			\$38.50	\$924.00
	Landfill Cost Per Ton			\$122.50	\$2,940.00	\$196.00	\$4,704.00	\$140.00	\$3,360.00			\$178.50	\$4,284.00
12	Compactor: 20 CY Courthouse												
	Haul Charge	EA	26	\$125.00	\$3,250.00	\$125.00	\$3,250.00	\$100.00	\$2,600.00			\$125.00	\$3,250.00
	Landfill Cost Per Ton	EA	270	\$35.00	\$9,450.00	\$33.00	\$8,910.00	\$40.00	\$10,800.00			\$28.00	\$7,560.00
				\$160.00	\$12,700.00	\$158.00	\$12,160.00	\$140.00	\$13,400.00			\$153.00	\$10,810.00
13A	Compactor: 40CY Ramer Rental - New	MO	12	\$425.00	\$5,100.00	\$405.00	\$4,860.00	\$275.00	\$3,300.00			\$475.00	\$5,700.00
	Haul Charge	EA	104	\$125.00	\$13,000.00	\$160.00	\$16,640.00	\$100.00	\$10,400.00			\$140.00	\$14,560.00
	Landfill Cost Per Ton	EA	494	\$35.00	\$17,290.00	\$36.00	\$17,784.00	\$40.00	\$19,760.00			\$38.50	\$19,019.00
				\$585.00	\$35,390.00	\$601.00	\$39,284.00	\$415.00	\$33,460.00			\$653.50	\$39,279.00
13B	Compactor: 40CY Ramer Rental - Re-conditioned	MO	12	\$375.00	\$4,500.00	\$405.00	\$4,860.00	\$275.00	\$3,300.00				
	Haul Charge	EA	104	\$120.00	\$12,480.00	\$160.00	\$16,640.00	\$100.00	\$10,400.00				
	Landfill Cost Per Ton	EA	494	\$35.00	\$17,290.00	\$36.00	\$17,784.00	\$40.00	\$19,760.00				
				\$530.00	\$34,270.00	\$601.00	\$39,284.00	\$415.00	\$33,460.00				
Total Bid Amount of Items 11, 12 and 13A					\$51,030.00		\$56,148.00		\$50,220.00				\$54,373.00
Total Bid Amount of Items 11, 12 and 13B					\$49,910.00		\$56,148.00		\$50,220.00				\$54,373.00

Notes

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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

June 5, 2015

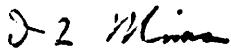
Mr. Clint Welch, Contracts & Managed Accounts Supervisor
GT Distributors of GA, Inc.
100 McFarland Avenue
Rossville, GA 3071

Dear Mr. Welch:

Attached is a copy of Contract Number 52110-14B-026, in which your company was to provide leather and accessories to Montgomery County Sheriff Office. The contract has a provision in paragraph three (3) that states "That Montgomery County Commission and GT Distributors of GA may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice by either party." Based on the information provided by the Sheriff's Office, on several occasions GT Distributors of GA has failed to deliver leather and accessories within seven (7) working days after receipt of order as specified in the Invitation to Bid.

As per the terms of the agreement, we are terminating the contract effective July 13, 2015

Sincerely,



Donald L. Mims
County Administrator

DLM/ms

Attachment

cc: Derrick Cunningham, Sheriff



Gulf States Distributors
6000 E Shirley Lane Montgomery, Al 36117
(334-271-2010) 1-800-223-7869 Fax: 334-279-9267
Distributors of Quality Law Enforcement Products

June 25, 2015

Montgomery County Commission
101 S Lawrence ST
Montgomery AL 36102

Dear MS. Singleton,

Gulf States Distributors would like to fulfil the contract on bid # 52110-14B-026 dated 9/25/14, and we will honor all unit pricing. If you have additional questions please feel free to contact me. Thank you in advance for this opportunity.

Thank you,

Theresa Floyd
Office Manager

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-14B-026				GULF STATES DISTRIBUTORS (334)271-2010		GT DISTRIBUTORS OF GA. INC (800)241-8950		AZAR'S UNIFORMS (334)244-1133		CPR SAVERS & FIRST AID SUPPLY (480)422-8367		GALLS, LLC (800)876-4242	
DATE ISSUED: SEPTEMBER 25, 2014													
DATE OPENED: OCTOBER 9, 2014													
SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	OUTER BELT 24"-44"	EA	25	\$29.86	\$746.50	\$26.69	\$667.25	\$44.00	\$1,100.00	\$33.51	\$837.75	\$34.00	\$850.00
	OUTER BELT 46"-UP	EA	25	\$32.28	\$807.00	\$31.31	\$782.75	\$44.00	\$1,100.00	\$36.23	\$905.75	\$36.00	\$900.00
2	INNER BELT 24"-44"	EA	25	\$13.13	\$328.25	\$12.73	\$318.25	\$22.00	\$550.00	\$14.75	\$368.75	\$8.80	\$220.00
	INNER BELT 56"-66"	EA	25	\$15.49	\$387.25	\$14.92	\$373.00	\$22.00	\$550.00	\$17.39	\$434.75	\$8.80	\$220.00
3	HOLSTER	EA	25	\$135.00	\$3,375.00	\$99.89	\$2,497.25	\$137.00	\$3,425.00	\$107.68	\$2,692.00	\$95.00	\$2,375.00
4	MAGAZINE CARRIER	EA	25	\$22.03	\$550.75	\$21.37	\$534.25	\$36.00	\$900.00	\$27.68	\$692.00	\$26.50	\$662.50
5	BATON HOLDER	EA	25	\$10.71	\$267.75	\$10.94	\$273.50	\$18.00	\$450.00	\$12.01	\$300.25	\$13.50	\$337.50
6	FLASHLIGHT CARRIER	EA	25	\$6.58	\$164.50	\$6.49	\$162.25	\$13.00	\$325.00	\$6.73	\$168.25	\$7.00	\$175.00
7	FLASHLIGHT CARRIER	EA	25	\$12.66	\$316.50	\$12.28	\$307.00	\$21.00	\$525.00	\$14.22	\$355.50	\$11.00	\$275.00
8	HANDCUFF CASE	EA	25	\$16.01	\$400.25	\$15.52	\$388.00	\$26.00	\$650.00	\$17.96	\$449.00	\$18.50	\$462.50
9	PLAIN BELT	EA	25	\$22.80	\$570.00	\$22.13	\$553.25	\$13.00	\$325.00	\$27.96	\$699.00	\$46.00	\$1,150.00
10	BLACK NYLON BELT	EA	25	\$16.32	\$408.00	\$17.38	\$434.50	\$34.00	\$850.00	\$18.32	\$458.00	\$19.00	\$475.00
11	HANDCUFF CASE	EA	25	\$10.71	\$267.75	\$10.71	\$267.75	\$18.00	\$450.00	\$12.01	\$300.25	\$12.50	\$312.50
12	MACE HOLDER	EA	25	\$10.19	\$254.75	\$9.89	\$247.25	\$18.00	\$450.00	\$11.44	\$286.00	\$11.50	\$287.50
TOTAL BID AMOUNTS					\$8,844.25		\$7,806.25		\$11,650.00		\$8,947.25		\$8,702.50

Notes:

33 BIDS MAILED

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leatherandaccessories

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ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO. 52110-14B-026				NAFECO, INC. (800)322-6233		BODY ARMOR OUTLET. LLC (888)884-2427							
DATE ISSUED: SEPTEMBER 25, 2014													
DATE OPENED: OCTOBER 9, 2014													
SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	OUTER BELT 24"-44"	EA	25	\$34.50	\$862.50	\$33.72	\$843.00						
	OUTER BELT 46"-UP	EA	25	\$37.50	\$937.50	\$36.45	\$911.25						
2	INNER BELT 24"-44"	EA	25	\$15.25	\$381.25	\$14.83	\$370.75						
	INNER BELT 56"-66"	EA	25	\$18.00	\$450.00	\$17.50	\$437.50						
3	HOLSTER	EA	25	\$119.25	\$2,981.25								
4	MAGAZINE CARRIER	EA	25	\$25.50	\$637.50	\$27.84	\$696.00						
5	BATON HOLDER	EA	25	\$12.50	\$312.50	\$9.79	\$244.75						
6	FLASHLIGHT CARRIER	EA	25	\$7.50	\$187.50								
7	FLASHLIGHT CARRIER	EA	25	\$14.75	\$368.75	\$14.30	\$357.50						
8	HANDCUFF CASE	EA	25	\$12.50	\$312.50	\$18.08	\$452.00						
9	PLAIN BELT	EA	25	\$17.25	\$431.25								
10	BLACK NYLON BELT	EA	25	\$19.00	\$475.00	\$18.43	\$460.75						
11	HANDCUFF CASE	EA	25	\$12.50	\$312.50	\$12.38	\$309.50						
12	MACE HOLDER	EA	25	\$11.75	\$293.75	\$11.79	\$294.75						
TOTAL BID AMOUNTS					\$8,943.75		\$5,377.75						

33 BIDS MAILED

Page 2

173

3% Local Bid Preference Calculation

Lowest Bid:

Galls, LLC \$ 8,702.50

3% Local Preference 261.08

Maximum Awardable Amount \$ 8,963.58

Montgomery County Vendor Bid:

Gulf States Distributors \$ 8,844.25

Award of bid:

Gulf States Distributors \$ 8,844.25

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTUAL AGREEMENT

CONTRACT NO. 52110-14B-026

THIS CONTRACTUAL AGREEMENT made and entered into on the 6th day of July, 2015, by and between Gulf States Distributors located in Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Gulf States Distributors agrees to furnish Sheriff's Office leather and accessories for the Montgomery County Sheriff's Office, in accordance with all the provisions of Invitation to Bid No. 52110-14B-026, as issued by the Montgomery County Commission on September 25, 2014, (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Gulf States Distributors and Montgomery County Commission agrees as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the Contract will begin on July 14, 2015 and will end on November 6, 2015, with the option to renew for two (2) years, in one year periods. A price escalation may be allowed but shall not exceed 5% per year. That prices shall remain firm for the first year of the contract period.
3. That Montgomery County Commission and Gulf States Distributors may terminate this agreement at anytime during the contract period by giving a thirty (30) day written notice by either party.
4. That Gulf States Distributors will furnish leather and accessories for the Sheriff's Office at prices stipulated in Invitation to Bid No. 52110-14B-026.
5. That Gulf States Distributors shall at all times be in compliance with all specifications and

special provisions of the Invitation to Bid.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 6th day of July, 2015.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGREEMENT FOR MAINTENANCE OF NATURE TRAIL ON MARLER ROAD

WHEREAS representatives of the Town of Pike Road (Town) and the Montgomery County Commission (County) have expressed interest in entering into an agreement concerning construction, maintenance, and operation of a nature trail (trail) along the west side of the right-of-way of Marler Road from the north right-of-way line of Vaughn Road (SR-110) northward approximately 2.10 miles to a point just north of the north right-of-way line of Oakfuski Trail as illustrated by the attached map and in accordance with construction plans prepared by Goodwyn, Mills and Cawood, Inc.;

NOW THEREFORE it is mutually agreed between the County and the Town as follows:

1. The County agrees to allow construction of said trail along the right-of-way of Marler Road with the understanding that said trail shall be solely the responsibility of the Town and not the responsibility of the County.
2. The Town shall be responsible for maintenance of the right-of-way from the edge of the roadway pavement to the right-of-way line on the side of Marler Road upon which the trail is located.
3. The Town shall provide the necessary labor, materials, and equipment required to maintain the stone surface trail including associated structures, facilities and other appurtenances for the entire length of said trail at no expense to the County.
4. The Town shall mow the grassed portion of the right-of-way along both sides of said trail on a regular schedule during the growing season at no expense to the County.
5. Routine removal of trash and debris along said trail shall be responsibility of the Town at no expense to the County. Placement of any trash receptacles by the Town along said trail shall be done in accordance with Alabama Department of Transportation clear zone requirements at no expense to the County.
6. Traffic control and safety signage, including Trail Rules placards, may be posted by the Town at regular intervals along said trail provided they are done in accordance with Alabama Department of Transportation clear zone requirements at no expense to the County.
7. The Town acknowledges and agrees that it will at all times indemnify and save harmless the County against any and all claims, demands, actions, or causes of action for personal injury, death, pain and suffering, emotional distress medical expenses, loss of wages, property damage, expenses or damages of any kind, whether described herein or not, arising out of, connected with, caused in any manner by, or in any way resulting from or related to the Town's construction, maintenance and operation of said trail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers duly authorized on the _____ day of _____, 2015.

MONTGOMERY COUNTY COMMISSION

Elton N. Dean, Chairman

Attest: County Administrator

TOWN OF PIKE ROAD

Gordon Stone, Mayor

Attest: Town Clerk

RESOLUTION

BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION, ALABAMA, that the County enter into an agreement with the Town of Pike Road concerning the construction, maintenance, and operation of a nature trail along the west side of the right-of-way of Marler Road from the north right-of-way line of Vaughn Road (SR-110) northward approximately 2.10 miles to a point just north of the north right-of-way line of Oakfuski Trail, and that the agreement be executed in the name of the County by the Chairman of the Commission for and on its behalf and that it be attested by the County Administrator and the seal of the County affixed thereto.

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

Passed, adopted, and approved this _____ day of _____, 2015.

ATTESTED:

County Administrator

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

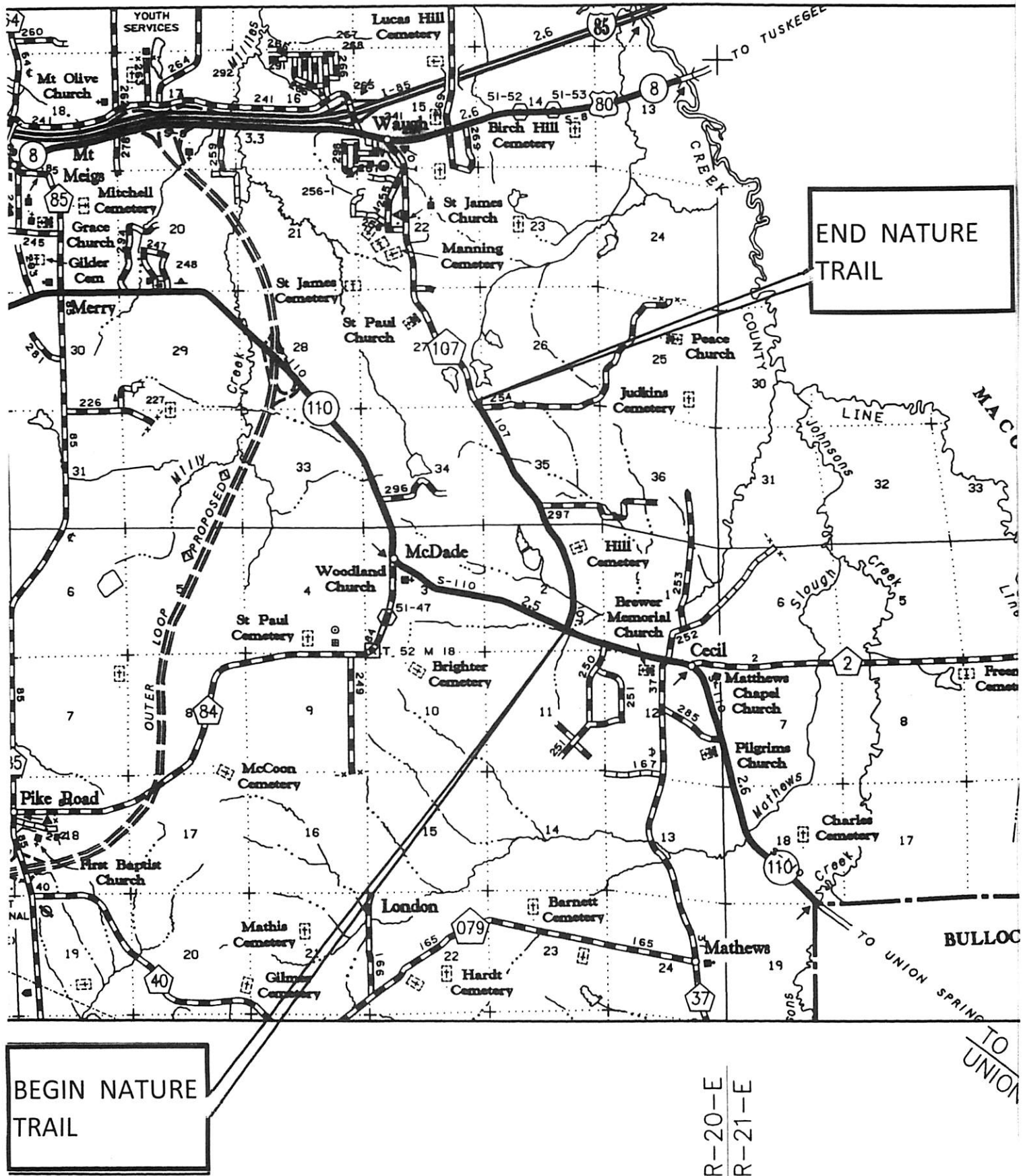
I, the undersigned administrator of the Montgomery County Commission do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the _____ day of _____, 2015, and that such resolution is recorded in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this _____ day of _____, 2015.

County Administrator

SEAL

MONTGOMERY COUNTY, ALABAMA





ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of County Transportation

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060

Phone: (334) 242-6207 FAX: (334) 353-6530

Internet: <http://www.dot.state.al.us>



Robert Bentley
Governor

John R. Cooper
Transportation Director

June 24, 2015

Chair of County Commission
Montgomery County Commission
Montgomery, Alabama

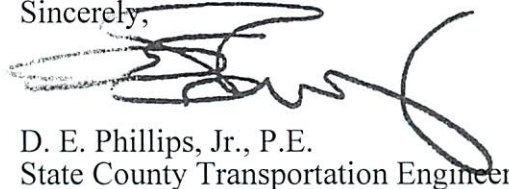
RE: STPAA-5114 (252)
MCP 51-76-15
Montgomery County

Dear Chair of County Commission:

Attached is the original Agreement between the Alabama Department of Transportation and Montgomery County covering the financing of construction costs for the above project.

It will be appreciated if you will have this Agreement executed and returned to this office for further approval and distribution. Upon approval of all parties concerned, a properly executed copy of the Agreement will be sent to you for your information and files.

Sincerely,



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

DEP:MBH:mh

Attachment

cc: Mr. Clay McBrien
Mr. George Speake
Mr. George Conner
File

**PLEASE DO NOT EXECUTE THE
FAXED COPY OF AGREEMENT !!!**

AGREEMENT - FA

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

WITNESSETH

WHEREAS, the STATE and COUNTY desire to cooperate in the resurfacing of CR-39 (Mt. Zion Road) from Davis Crossroads to Woodley Road. Length- 6.327 miles. Project# STPAA-5114 (252), MCP 51-76-15, CPMS Ref. #100063625.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

- A. The COUNTY will furnish all Right-of-Way for project without cost to the STATE or this Project.
- B. The COUNTY will adjust and/or relocate all Utilities on the project without cost to the STATE or this project.
- C. The COUNTY will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the STATE or this Project. The plans will be subject to the approval of the STATE and the project will be constructed in accordance with the plans approved by the STATE and the terms of this Agreement.
- D. The COUNTY will furnish all construction engineering for the project with County forces or with a consultant selected by the STATE or with State forces as a part of the project cost.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- F. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the COUNTY for the permit, and shall comply with all requirements of the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.
- G. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount. Any deficiency in Federal Aid or overrun in construction costs will be borne by the County from County Federal Aid funds, if available, and from County funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds (2013)	\$ 139,471.43
FA Funds (2014)	533,000.00
FA Funds (2015)	376,129.00
County Funds	<u>262,150.36</u>
Total (Incl. E&I and Indirect Cost)	\$1,310,751.78

I. The STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened.

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

K. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

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

N. The COUNTY will be responsible at all times for all of the work performed under this agreement and, the COUNTY will protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this agreement.

O. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

P. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

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

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

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

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

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY:
(Signature) Chairman
Montgomery County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

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

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

Chief Engineer
Ronald L. Baldwin, P.E.

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

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

Transportation Director
John R. Cooper

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

GOVERNOR OF ALABAMA
ROBERT BENTLEY

RESOLUTION NUMBER _____

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

Resurfacing of CR-39 (Mt. Zion Road) from Davis Crossroads to Woodley Road. Length- 6.327 miles. Project# STPAA-5114 (252), MCP 51-76-15, CPMS Ref. #100063625;

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

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

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

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

_____ day of _____, 20_____.

County Clerk

SEAL

7/18/90

**EXHIBIT M
CERTIFICATION**

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:

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

TERMINATION DUE TO INSUFFICIENT FUNDS:

If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

ADR CLAUSE:

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

AMENDED ALABAMA IMMIGRATION LAW:

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

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-77-16

STATE OF ALABAMA

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

Resurfacing Pike Road (CR-85) from Wallahatchie Road (CR-83) north to US 80 for a length of 5.880 miles.

Link Node and Location maps are attached.

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

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

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2015.

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

Daniel Harris, Jr., Vice Chairman

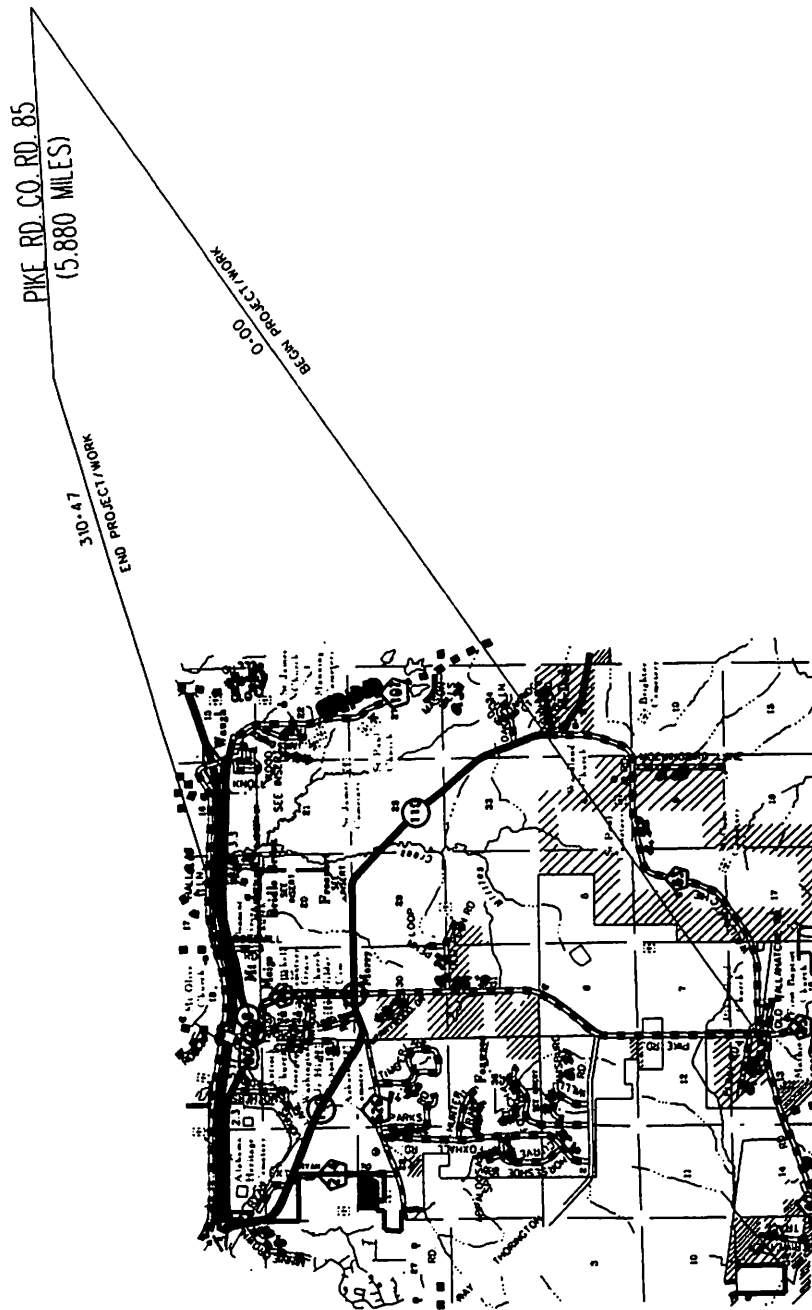
Jiles Williams, Jr., Member

Ronda M. Walker, Member

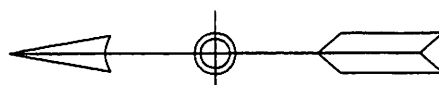
Andrew D. Hall, Member

MONTGOMERY COUNTY

LOCATION: (A)CR-85 (PIKE RD.) FROM WALLAHATCHIE ROAD CR-83 NORTH TO US 80.



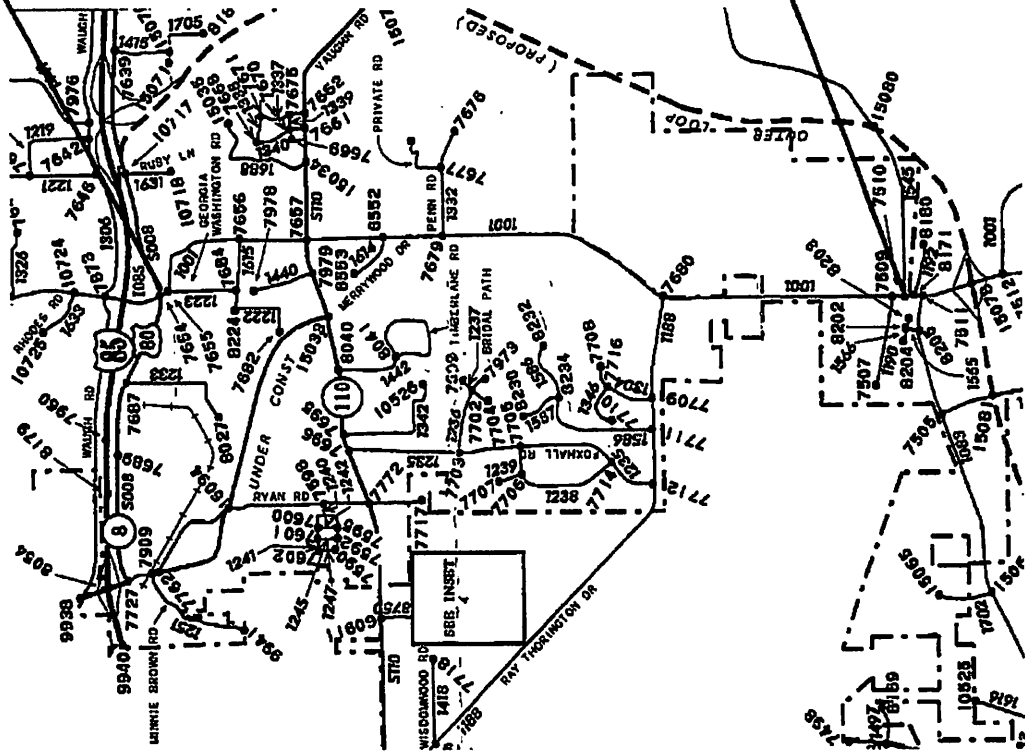
T-16-N
T-15-N



R-19-E | R-20-E

22-3

**END PROJECT/ WORK
310+47**



BEGIN PROJECT/WORK
0+00

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

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

June 29, 2015

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

**RE: PROJECT NO. MCP 51-77-16
RESURFACING PIKE ROAD (5.880 MILES)
MONTGOMERY COUNTY**

Dear Mr. Phillips:

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

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

Sincerely,

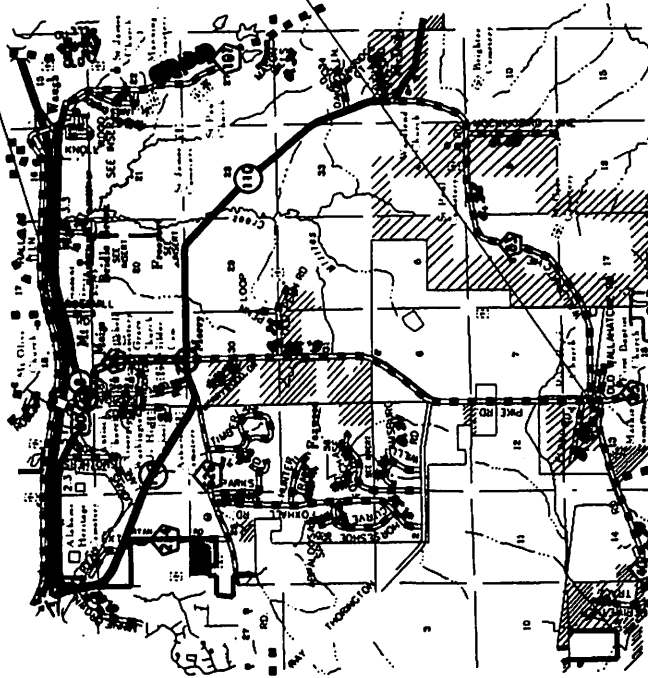
Elton N. Dean, Sr.
Chairman
Montgomery County Commission

END/GCS/jmk
Location Map Attached
C: File

MONTGOMERY COUNTY

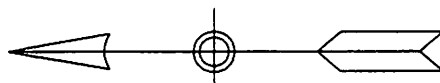
LOCATION: (A)CR-85 (PIKE RD.) FROM WALLAHATCHIE ROAD CR-83 NORTH TO US 80.

PIKE RD. CO. RD. 85
(5.880 MILES)
310+47
END PROJECT/WORK
0+00
BEGAN PROJECT/WORK



T-16-N
T-15-N

R-19-E R-20-E



22-7

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-78-16

STATE OF ALABAMA

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

Resurfacing Moore Road (CR-89) from the Intersection with SR 94 north to US 231 for a length of 3.894 miles.

Link Node and Location maps are attached.

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

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

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2015.

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

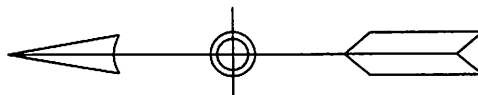
Daniel Harris, Jr., Vice Chairman

Jiles Williams, Jr., Member

Ronda M. Walker, Member

Andrew D. Hall, Member

LOCATION: CR-89 (MOORE RD.) FROM SR-94 NORTH TO US 231.

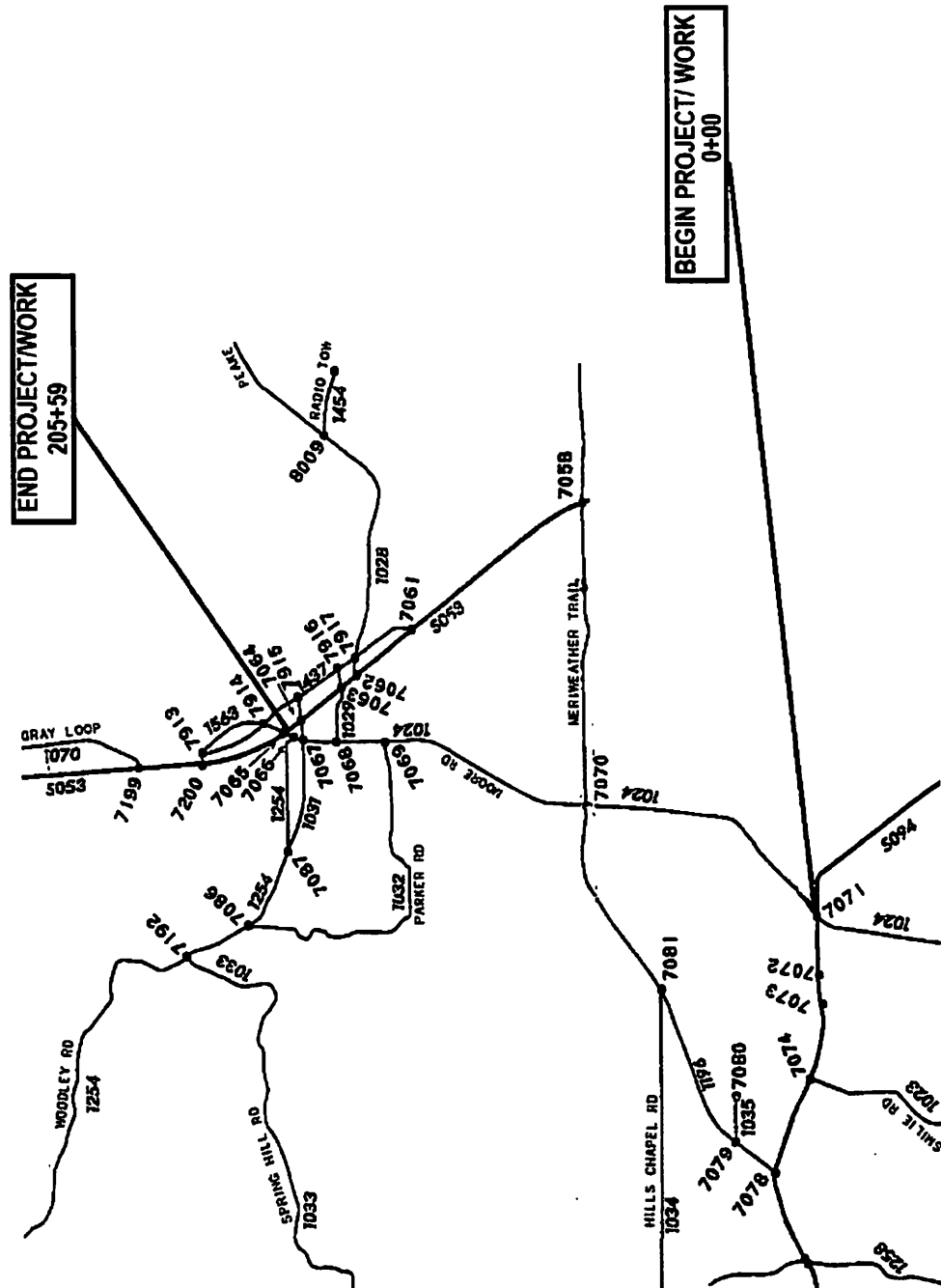


R-19-E	R-20-E
--------	--------

MOORE RD. CO RD. 89

LINK NODE MAP

(3.894 MILES)



ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

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

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

ESTABLISHED 1816

June 29, 2015

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

**RE: PROJECT NO. MCP 51-78-16
RESURFACING MOORE ROAD (3.894 MILES)
MONTGOMERY COUNTY**

Dear Mr. Phillips:

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

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

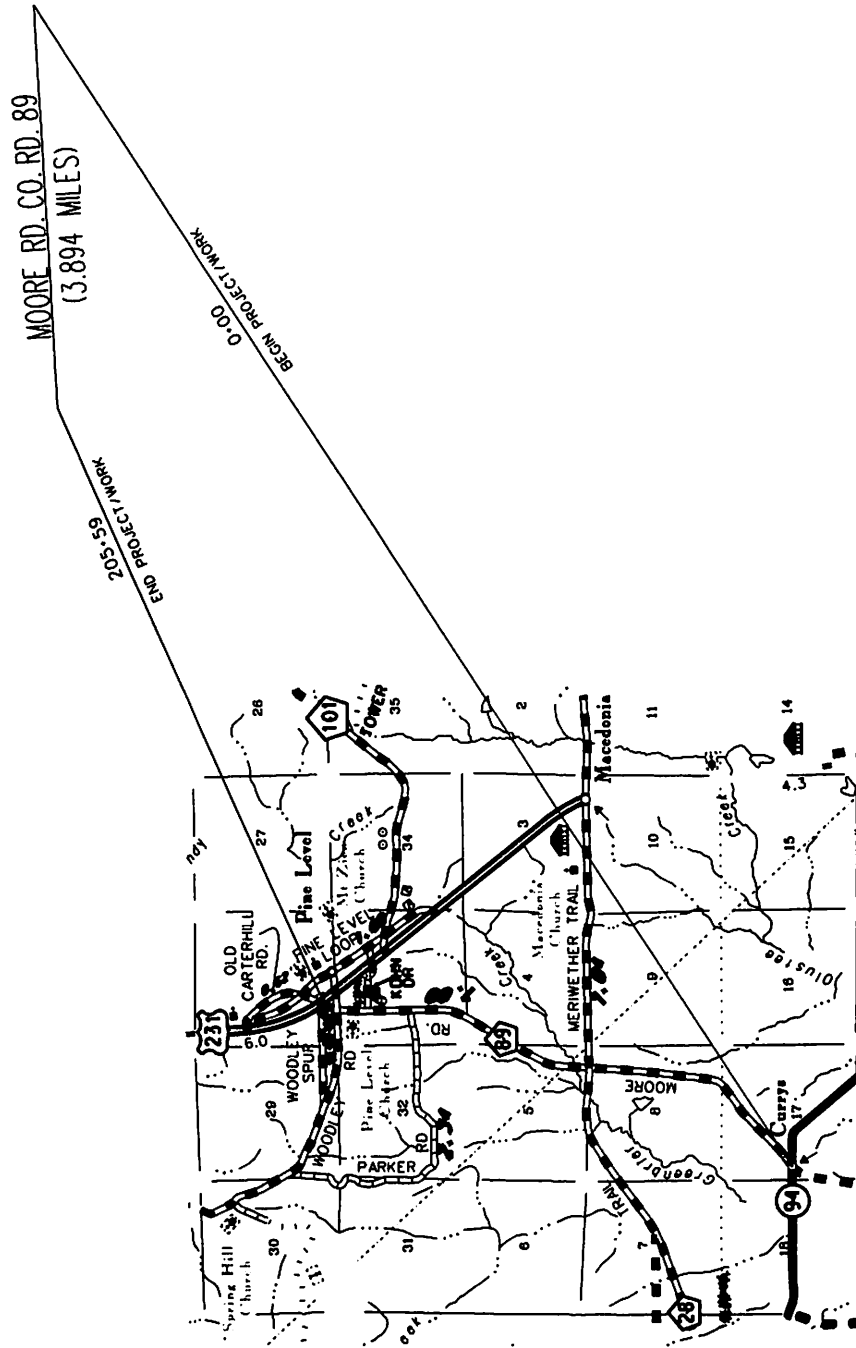
Sincerely,

Elton N. Dean, Sr.
Chairman
Montgomery County Commission

END/GCS/jmk
Location Map Attached
C: File

MONTGOMERY COUNTY

LOCATION: CR-89 (MOORE RD.) FROM SR-94 NORTH TO US 231.



R-19-E | R-20-E



4732 Woodmere Boulevard
Montgomery, AL 36106
334-277-5077 phone
877-589-2532 toll-free
334-277-5078 fax
valbridge.com

ENGAGEMENT OF APPRAISAL ASSIGNMENT

CLIENT: Montgomery County Commission
c/o Florence M. Cauthen, Deputy Administrator
P.O. Box 1667
Montgomery, AL 36102
(334) 832-1203

PROPERTY: 1) 1862 Terminal Road
Montgomery, AL 36113
Parcel # - 11-06-14-3-011-002.001
2) 1862 Terminal Road
Montgomery, AL 36113
Parcel # - 11-06-14-3-011-002.000

FEE: \$2,000
SERVICE: Summary Appraisal
DUE DATE: 10 days from signed engagement
PAYMENT TERMS: Upon Delivery

PROCEED
WITH APPRAISAL: _____ (YES) _____ (NO)

SIGNED: _____

DATED: _____

By signing above, I acknowledge that I am responsible for payment for the appraisal services stated above. I agree that the payment terms above are not contingent upon any events including but not limited to: the conclusion of any specified or targeted value, any financing of the property, the purchase or sale of the property or any other related or unrelated events that involve the property.

PLEASE COMPLETE AND MAIL OR FAX TO:
ATTENTION: Josh Hall

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Maintenance Mechanic

Position Number 001

Proposed Effective Date July 20, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade S09 - \$29-561 - \$42,082

Derrick Cunningham

Date July 8, 2015

Department Head moo

2. Administrative Review

- (☒) Approved
() Disapproved

Q2 Minis 7/6/15

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee: _____

Date _____

Appointing Authority

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

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Maintenance Mechanic

Position Number 002

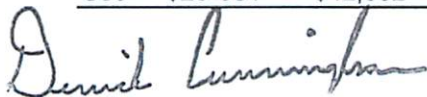
Proposed Effective Date July 20, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade S09 - \$29,561 - \$42,082



Date July 8, 2015

Department Head *mcc*

2. Administrative Review

- (☒) Approved
() Disapproved

S 2 Minis 7/6/15

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee: _____

Date _____

Appointing Authority

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

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Maintenance Mechanic

Position Number 003

Proposed Effective Date July 20, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade S09 - \$29-561 - \$42,082

Derrick Cunningham
Department Head mo

Date July 8, 2015

2. Administrative Review

- (☒) Approved
() Disapproved

D 2 Minis 7/6/15

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee: _____

Date _____

Appointing Authority

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

JUL - 6 2015

June 25, 2015

Members of the Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

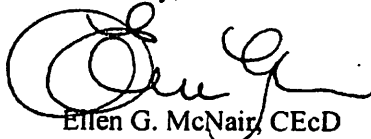
Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting for Anna Buckalew to appear before the Montgomery County Commission on Monday July 6, 2015 in executive session. Please be advised that we have reviewed the commerce or trade matter which the Montgomery County Commission proposes to discuss in executive session. It is our opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

Pursuant to Section 7(a)(7) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,



Ellen G. McNair, CEcD
Senior Vice President
Corporate Development



RECEIVED
JUL 10 2015
MONTGOMERY COUNTY COMMISSION

28-1

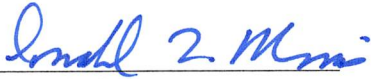
ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

		<i>For Reference, See</i>	
☐ 1. Convene An Open Meeting	Page 21	Section IV (A) 1	
☐ 2. Enter a motion stating the reason for the Executive Session. <i>Executive Sessions may only be called for one of the following reasons:</i> - General Reputation and Character, Job Performance, or Salaries / Compensation - Formal Complaints or Charges Against an Individual or Legal Entity - Discussion with the Government Body's Attorney - Security Plans and Measures - Criminal Investigation and the Identity of an Undercover Agent or Informer - Negotiations to Buy / Sell / Lease Real Property - Preliminary Negotiations in Trade Competition - Negotiations Between The Body and a Group of Public Employees - Discuss and Vote Upon a Public or Contested Case Hearing	Page 21 Page 21 Page 23 Page 23 Page 24 Page 25 Page 25 Page 26 Page 27 Page 27	Section IV (A) 2 Section IV (B) 1 Section IV (B) 2 Section IV (B) 3 Section IV (B) 4 Section IV (B) 5 Section IV (B) 6 Section IV (B) 7 Section IV (B) 8 Section IV (B) 9	
☐ 3. Receive a Written or Oral Declaration (if necessary). - Written Declarations are required for these Executive Sessions: - Discussion with the body's attorney concerning options for, and ramification of, litigation, mediation, or arbitration. - Discussions that would disclose the identity of an undercover informant or that focus on criminal investigations of non-public officials. - Discussions concerning the negotiations between the body and a group of public employees. - It is required that a designated person certify that the Executive Session is warranted for these specific reasons before the body votes to go into Executive Session.	Page 20	Section IV (A) 4	
☐ 4. Vote to go into Executive Session - The vote must be open/public; and - Each member must openly give his/her individual vote.	Page 20	Section IV (A) 4	
☐ 5. Enter a Statement Concerning Reconvention	Page 21	Section IV (A) 5	

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, July 20, 2015, at 8:00 in the morning.



Administrator



Chairman