

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
NOVEMBER 2, 2015

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:09 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.

PRESENTATION BY PRESIDENT PAM BOLDIN WITH RILEY RELIEF FOUNDATION

President Pam Boldin with Riley Relief Foundation briefed the Commission regarding Missing and Exploited Individuals Awareness and requested funding for the program. After discussion, the Commission agreed to waive rules and add a Budget Change Request in the amount of \$2,500 to Newtown Mission for this program.

PRESENTATION BY PROJECT MANAGER COLE ROBERSON WITH GOODWYN, MILLS, AND CAWOOD, INC.

Project Manager Cole Roberson with Goodwyn, Mills, and Cawood, Inc., briefed the Commission regarding the updated Montgomery County Solid Waste Management Plan. Vice Chairman Harris inquired as to this plans approach to recycling. Mr. Roberson stated that he would add verbiage to the plan which addresses a partnership with the City of Montgomery and the Infinitus Renewable Energy Park recycling center. Administrator Mims stated that a Public Hearing would be held during the December 7, 2015 Commission meeting and the Plan would be considered for approval at that same meeting.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci informed the Commission that the cyber technology project is moving forward.

Mr. Ialacci briefed the Commission regarding a Microsoft Enterprise Agreement Renewal for software products and support. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY DIRECTOR OF RISK MANAGEMENT SCOTT KRAMER

Director of Risk Management Scott Kramer informed the Commission that he would be giving a presentation during the Formal Session regarding the United Way Campaign. Mr. Kramer stated that in 2014 the Commission approved a Budget Change in the amount of \$5,000 to the River Region United Way program.

Mr. Kramer presented a letter to the U.S. Environmental Protection Agency requesting the Agency to reconsider their proposed change to the Ozone Standard for Montgomery County. After discussion, the Commission agreed to place this letter on the next agenda.

Mr. Kramer briefed the Commission regarding an Agreement of Settlement, Compromise, and Release for the Capitol City Plume proposed superfund site. After discussion, the Commission agreed to waive rules and add this Agreement to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding items on the agenda.

Administrator Mims presented an email from Executive Director Sonny Brasfield with the Association of County Commissions of Alabama (ACCA) regarding the calculation of Association Dues as requested by the Commission at their last meeting. He stated that the board of directors sets the total dues to be paid by the counties and then a formula distributes the dues among the counties. Half of the dues amount is divided equally among the counties. The other half of the dues amount is divided among the counties based on population and assessed valuation of property in the county.

Commissioner Hall requested a \$1,500 miscellaneous appropriation from his account to MANE, Montgomery Area Nontraditional Equestrians, for providing safe and effective therapeutic horseback riding opportunities to Montgomery area children and adults with emotional, physical, cognitive, and developmental disabilities.

Chairman Dean and Commissioner Williams requested a \$1,000 miscellaneous appropriation from each of their accounts to the City of Montgomery Parks and Recreation Department, for Goodwyn Community Center, for a senior citizens Thanksgiving dinner.

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

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

County Engineer George Speake briefed the Commission regarding Position Fill Requests for County Road Equipment Operator I, Position Number 610551022; County Road Equipment Operator I, Position Number 610551021; County Road Equipment Operator I, Position Number 620551021; and County Road Equipment Operator II, Position Number 630552012. After discussion, the Commission agreed to place these items on the next agenda.

Mr. Speake discussed a memorandum from the Association of County Commissions of Alabama (ACCA) Office regarding Regional Debris Removal and Monitoring Contracts. He stated that in the past, Montgomery County opted out of these contracts and recommended the same action this year.

PRESENTATION BY CHIEF DEPUTY DISTRICT ATTORNEY AZZIE TAYLOR

Chief Deputy District Attorney Azzie Taylor briefed the Commission regarding a Memorandum of Agreement among Montgomery County Public Schools, City of Montgomery, Montgomery County Commission and Montgomery County District Attorney for Helping Montgomery Families Initiative (HMFI). After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims noted that he and Deputy Administrator Cauthen would be attending the Association of County Commissions of Alabama Workshop in County Financial Administration in Prattville on Wednesday, November 4th and Thursday, November 5th.

Administrator Mims stated that President/CEO Gary Cobbs with Montgomery YMCA met with the Commission at our last meeting and there was discussion regarding the annual budget appropriations to the YMCA, which include the following: Unified YMCA Appropriation - \$30,000; LatchKey Appropriation - \$28,040; Thelma Morris After School Program- \$25,000; and YMCA Childcare Program - \$30,000. Administrator Mims inquired, based upon discussion by the Commission, as to whether they would like Mr. Cobbs to meet with them concerning funding to the four programs mentioned above during next years' budget hearings. Commissioner Walker suggested that Mr. Cobbs could visit or submit a document regarding the funding. The Commission agreed.

Administrator Mims briefed the Commission regarding Budget Change Request Number 11 from County Commission Appropriations, Budget Change Request Number 1 from the District Attorney's Office and Budget Change Request Numbers 1 and 2 from the Sheriff's Office. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Administrator Mims briefed the Commission regarding a revised Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 4ATL (FY2014 - \$50,000) from the

Sheriff's Office. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented a General Grant Cooperative Agreement with Mid-South Resource Conservation & Development Council, Inc., regarding improvements at the Wingard Park in Grady and revised Budget. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented a Commercial Exhibit Agreement with the Alabama National Fair & Agricultural Exposition, Inc., regarding exhibit space. Director of Public Affairs DiDi Henry stated that the Commission would have a booth next to the Sheriff's Office in 2016. 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 Final Pay Application to Stallings & Sons, Inc., concerning renovations to the third floor of Montgomery County Administration Building and Courthouse Annex III for the Probate Judge's Office. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Deputy Administrator Cauthen briefed the Commission regarding a Bid Award to Norris Building Company, Inc., for renovation of the Montgomery County Probate and Revenue Office South, Project Number CKA#14002. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE HOWELL

Juvenile Court Administrator Bruce Howell briefed the Commission regarding a Position Fill Request for Juvenile Probation Officer I, Position Number 900304007 from the Youth Facility. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented an Independent Auditor's Report from the Alabama Department of Examiners of Public Accounts regarding Montgomery County Commission for the period October 1, 2013 through September 30, 2014. He noted that this is a good Audit Report, in which no findings were reported.

PRESENTATION BY PRESIDENT ELIZABETH A. HUMPHREY AND ADVISOR LINDSEY RAY WITH EASTWOOD VILLA HOMEOWNER'S ASSOCIATION

President Elizabeth A. Humphrey and Advisor Lindsey Ray with Eastwood Villa Homeowner's Association briefed the Commission regarding requests for their neighborhood. Administrator Mims presented the CDBG Eastwood Villa Final Report. After discussion, Chairman Dean recommended that Commissioner Hall, Sheriff Cunningham, County Engineer George Speake and Administrator Mims meet to discuss possible solutions to the requests from the

neighborhood. (Copies of Letter, Email Response and Final Report, Agenda Pages 30-1 through 30-7, are attached to these Minutes.)

DISCUSSION BY THE COMMISSION

Chairman Dean stated that he had received an email from Administrator Mims requesting a three step irregular pay increase for Deputy Administrator Cauthen. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding Position Fill Requests for Office Runner, Position Number 408080024; Legal Support Assistant, Position Number 408020014; and Investigator I, Position Number 410002005 from the District Attorney's Office. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented the 2016 Legislative Agenda schedule.

DISCUSSION BY THE COMMISSION

Commissioner Walker recommended the reappointment of Board Member Robert E.L. (Bobo) Gilpin and Commissioner Williams recommended the reappointment of Board Member Frank Brown to the Montgomery County Community Punishment and Corrections Authority. The Commission agreed to reappoint Board Member James E. Williams to the Authority. Commissioner Hall stated that he would be making a nomination for the replacement of Florence Cauthen.

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 Commissioner Walker at the request of Chairman Dean.

The Pledge of Allegiance was led by Commissioner Hall.

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 October 19, 2015. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

CONSENT AGENDA

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

Commissioner 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 6, are attached to these Minutes.)

PRESENTATION

Director of Risk Management Scott Kramer spoke about the River Region United Way Campaign. He stated that United Way has partnered with organizations of human and health service providers for over 90 years. He said that with the County Commissions help, United Way can continue to assist those in need to have a better quality of life. He explained that United Way unites the volunteers, the contributors and the community organizations. He informed the Commission that last year's goal was made by 102% and that we are looking to do that and more this year. He said that he has asked Regina Walker, who has worked with United Way for several years, to join him in co-chairing the campaign this year. River Region United Way Campaign Chair Heather Davis said she is honored to be the head volunteer for this year. She informed everyone that over 40 agencies participate in the United Way and within those agencies, over 140,000 people are served. She asked the County to be a part of United Way again this year. Ms. Davis noted that by servicing the people through these agencies, it takes the burden off the county and city government to have to take care of them. She thanked the Commission for their support in the past and their continued support. Chairman Dean stated that the Commission will continue to pledge their support. He applauded Ms. Davis, Scott Kramer and Regina Walker for all the work they do with the United Way Campaign.

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING THE COUNTY'S THANKSGIVING HOLIDAY OBSERVANCE ON FRIDAY, NOVEMBER 27, 2015

Administrator Mims presented the following memorandum and resolution:

October 23, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Resolution regarding Thanksgiving Holiday 2015

The Montgomery County Commission, at its meeting on October 19, 2015, agreed to place on the next agenda a Resolution authorizing the closing of the Montgomery County Courthouse and all county offices on Friday, November 27, 2015, in observance of Thanksgiving.

I am requesting approval of this item.

Attachment

End of Memorandum

RESOLUTION

WHEREAS, Alabama Code § 11-1-8 provides that the County Commission of any county in the State of Alabama may by resolution authorize the offices of the officials of the county located in the county courthouse or other county building to be closed all day one weekday or any portion thereof of each week in addition to legal holidays; and,

WHEREAS, the Montgomery County Commission wishes to close the county courthouse on Friday, November 27, 2015, to allow county employees to spend time with their families in observance of Thanksgiving;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Friday, November 27, 2015.

I hereby certify that the above
resolution was adopted by the
Montgomery County Commission,
on this, the 2nd day of November, 2015.

ATTEST:

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

Donald L. Mims, Administrator

End of Resolution

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

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING THE COUNTY’S CHRISTMAS HOLIDAY OBSERVANCE ON THURSDAY, DECEMBER 24, 2015, CONTINGENT UPON A PRESIDENTIAL EXECUTIVE ORDER OR AUTHORIZATION FROM THE GOVERNOR

Administrator Mims presented the following memorandum and resolution:

October 23, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Resolution regarding Christmas Holiday 2015

The Montgomery County Commission, at its meeting on October 19, 2015, agreed to place on the next agenda a Resolution authorizing the closing of the Montgomery County Courthouse and all county offices on Thursday, December 24, 2015, in observance of Christmas contingent upon a Presidential Executive Order or authorization from the Governor.

I am requesting approval of this item.

Attachment

End of Memorandum

RESOLUTION

WHEREAS, Alabama Code § 11-1-8 provides that the County Commission of any county in the State of Alabama may by resolution authorize the offices of the officials of the county located in the county courthouse or other county building to be closed all day one weekday or any portion thereof of each week in addition to legal holidays; and,

WHEREAS, the Montgomery County Commission wishes to close the county courthouse on Thursday, December 24, 2015, to allow county employees to spend time with their families in observance of Christmas;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices

on Thursday, December 24, 2015, contingent upon a Presidential Executive Order authorizing the holiday time off or the Governor's authorization of the closing of state offices.

I hereby certify that the above resolution was adopted by the Montgomery County Commission, on this, the 2nd day of November, 2015.

ATTEST:

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

Donald L. Mims, Administrator

End of Resolution

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

COUNTY COMMISSION – APPROVED AUTHORIZATION OF COUNTY COMMISSION MEETING SCHEDULE FOR 2016

Administrator Mims presented the following memorandum:

October 23, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: County Commission Meeting Schedule for 2016

The Montgomery County Commission, at its meeting on October 19, 2015, agreed to place on the next agenda authorization of the Commission Meeting Schedule for 2016.

I am requesting approval of this item.

Attachment

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of 2016 Montgomery County Commission Meeting Schedule, Agenda Page 3-2, is attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED RENEWAL OF PROFESSIONAL SERVICES CONTRACT WITH MELVA TURNER, PH.D, DBA POSITIVE CHANGES, LLC, REGARDING DRUG COURT ASSESSMENT SERVICES

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

MEMORANDUM

October 27, 2015

TO: Donnie Mims – County Administrator

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

SUBJECT: Agenda Item
Annual Renewal of Professional Services Contract for the Drug Court Assessment Services – Positive Changes, LLC

Melva Turner, Ph.D., (DBA Positive Changes, LLC) has been a provider of Drug Court assessments for the past 4 years. This service is provided in response to the Alabama Administrative Office of the Courts' recommendation that substance abuse assessments be conducted by an independent third party with no fiduciary interest in the treatment services that may be recommended. Dr. Turner does not charge the Community Corrections Department or the County Commission for these services. The individual seeking the assessment is responsible for the \$75.00 fee charged for this service. This fee has remained the same since services were initiated 3 years ago and is considered a competitive fee in this region for similar services.

In return for Dr. Turner providing this service, the Community Corrections Department has provided available space for her to perform the assessments. This has resulted in a more efficient and streamlined process for the Drug Court to track applicants to the Program.

The original Request for Proposal issued by the Community Corrections Department made provisions for the escalation of the fees charged at a rate of 5% per year. Dr. Turner has elected to keep her fees the same (\$75.00 per assessment) should her contract be extended. The proposed contract renewal for Professional Services for Drug Court Assessments by Positive Changes, LLC, was reviewed by the MCCPCA Board on October 13, 2015 and the Board voted to recommend to the Commission that the Professional Services contract be extended for fiscal year 2015-2016.

I respectfully request that the Professional Services Contract with Dr. Turner (DBA Positive Changes, LLC) for FY 2015-2016 be placed on the Commission Agenda for consideration/approval.

Respectfully submitted,

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

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Professional Services Contract, Agenda Pages 4-2 through 4-5, is attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED RENEWAL OF PROFESSIONAL SERVICES CONTRACTS FOR THE 2015-2016 E.V.E.N. PROGRAM PROVIDERS

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

MEMORANDUM

October 27, 2015

TO: Donnie Mims – County Administrator

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

SUBJECT: Commission Agenda Item –
Annual Renewal of Professional Services Contract for the E.V.E.N.
Domestic Violence Education/Intervention Program

On Monday the 19th of October, I briefed the Commission regarding the renewal of Professional Services Contracts for the E.V.E.N. Domestic Violence Providers. On Tuesday the 13th of October the Montgomery County Community Punishment and Corrections Board met and voted to recommend to the Commission that the terms of the Professional Services contract remain the same as in the past five yearly contract terms and the following providers be approved for FY 2015-2016 at a rate of \$25.00 per hour (the same rate as last year's contract):

Joan Williams, Ph.D.
Curtis Gage
Derrick Sanders
Beryl Sabb
Clifton Lovejoy

These are all current providers of the program and the proposed contract would be an annual renewal for the 2015-2016 fiscal year. The E.V.E.N. program is essentially funded by the proceeds paid by each participant which totals \$440.00 for each participant completing the course of instruction. I respectfully recommend that a renewal of the Professional Services Contract with each of the aforementioned facilitators for FY 2015-2016 be placed on the Commission Agenda for consideration/approval.

Respectfully submitted,

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

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 Professional Services Contract, Agenda Pages 5-2 through 5-4, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AUTHORIZATION OF AMENDMENT
NUMBER 1 TO CONTRACT WITH SHARP CUT LAWN SERVICE, FOR LANDSCAPE
MAINTENANCE AT MONTGOMERY INDUSTRIAL PARK, CONTRACT NUMBER
53100-14B-030

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

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager
DATE: October 5, 2015
RE: Contract No. 53100-14B-030
Landscape at Montgomery Industrial Park

I request that the attached Amendment No.1 to Sharp Cut Lawn Service contract for landscape maintenance at Montgomery Industrial Park be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning November 17, 2015 and ending on November 16, 2016.

Sharp Cut Lawn Service would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

End of Memorandum

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

DETENTION FACILITY – APPROVED AUTHORIZATION OF AMENDMENT NUMBER 1
TO CONTRACT WITH SECURITY SOLUTIONS DBA 8284, INC., FOR INMATE
SECURITY, CONTRACT NUMBER 52200-15B-002

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

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager
DATE: October 5, 2015
RE: Contract No. 52200-15B-002
Inmate Security

I request that the attached Amendment No.1 to Security Solutions dba 8284 Inc. contract for inmate security be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning November 15, 2015 and ending on November 14, 2016.

Security Solutions dba 8284 Inc. would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

End of Memorandum

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

Letter, and Security Guard Service Cost Sheet, Agenda Pages 7-2 through 7-4, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AUTHORIZATION OF AMENDMENT NUMBER 1 TO CONTRACT WITH HAYNES AMBULANCE OF ALABAMA, INC., FOR EMERGENCY MEDICAL TREATMENT AND TRANSPORTATION, CONTRACT NUMBER 52110-15B-009

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

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager
DATE: October 5, 2015
RE: Contract No. 52110-15B-009
Emergency Medical Treatment & Transportation

I request that the attached Amendment No.1 to Haynes Ambulance of Alabama, Inc. contract for emergency medical treatment and transportation be considered for approval on a future agenda.

Amendment No.1 will allow the contract to be extended for one (1) year, beginning December 1, 2015 and ending on November 30, 2016.

Haynes Ambulance of Alabama, Inc. chooses not to increase prices during this contract period. All other provisions of the contract shall remain the same.

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

Attachment

End of Memorandum

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 Amendment and Letter, Agenda Pages 8-2 and 8-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION OF BANK DEPOSITORIES FOR THE REMAINDER OF 2015 AND THE 2016 CALENDAR YEAR

Administrator Mims presented the following memorandum:

October 23, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: List of Bank Depositories

The Montgomery County Commission, at its meeting on October 19, 2015, agreed to place on the next agenda authorization of bank depositories for the remainder of Calendar Year 2015 and Calendar Year 2016.

I am requesting approval of this item.

Attachment

End of Memorandum

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

COUNTY COMMISSION – APPROVED PAYMENT OF 2015-2016 MEMBERSHIP DUES
IN THE AMOUNT OF \$13,840 TO THE ASSOCIATION OF COUNTY COMMISSIONS OF
ALABAMA (ACCA)

Administrator Mims presented the following memorandum:

October 23, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Payment of 2015-2016 Membership Dues to the Association of County
Commissions of Alabama (ACCA)

The Montgomery County Commission meeting, at its meeting on October 19, 2015, agreed to place the payment of 2015-2016 Membership Dues to the Association of County Commissions of Alabama (ACCA) on the next agenda.

I am requesting approval of this item.

Attachment

End of Memorandum

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

COUNTY COMMISSION – APPROVED PAYMENT OF 2016 MEMBERSHIP DUES IN THE AMOUNT OF \$4,587 TO THE NATIONAL ASSOCIATION OF COUNTIES (NACO)

Administrator Mims presented the following memorandum:

October 23, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Payment of 2016 Membership Dues to the National Association of Counties (NACo)

The Montgomery County Commission, at its meeting on October 19, 2015, agreed to place the payment of 2016 Membership Dues to the National Association of Counties (NACo) on the next agenda. These dues remained the same as last year.

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 Invoice and Participation & Membership Benefits Report, Agenda Pages 11-2 through 11-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

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

November 2, 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 contracts:

NC-2016-50: City of Montgomery, to be used by BONDS to Eastwood Villa Homeowners Association, Inc., with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500; (Hall)

NC-2016-51: BOE, Robert E. Lee High School, for Principal's Discretionary Fund, - \$400; (Walker)

C-2016-11: Montgomery Bible Institute and Theological Center, for Educational Programs for Low Income Citizens Regarding Computer Training - \$2,500; (Williams)

C-2016-12: Family Sunshine Center for Family Services Program - \$2,000; (Harris)

C-2016-13: One Place Family Justice Center, for Domestic Violence Program - \$2,000; (Harris)

C-2016-14: Capri Community Film Society, Inc., for the Annual Summer Children's Matinees - \$1,000; (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-2016-15: MANE, Montgomery Area Nontraditional Equestrians, for Providing Safe and Effective Therapeutic Horseback Riding Opportunities to Montgomery Area Children and Adults with Emotional, Physical, Cognitive, and Developmental Disabilities - \$1,500; (Hall)
- NC-2016-52: City of Montgomery Parks and Recreation Department, for Goodwyn Community Center, for Senior Citizens Thanksgiving Dinner - \$2,000; (Dean-\$1,000 and Williams-\$1,000)

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

COMMUNITY CORRECTIONS – APPROVED BID AWARD TO DRUG TESTING PROGRAM MANAGEMENT, INC., FOR DRUG TESTING EQUIPMENT/SERVICES, BID NO. 57202-15B-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: October 15, 2015

RE: Invitation to Bid No. 57202-15B-026
Drug Testing and Equipment

I request approval of award on the above referenced Invitation to Bid, to the only bidder, Drug Testing Program Management, Inc., in the amount of \$17,359.94, based on unit pricing, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

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

Coordination of award made with Paul Brown, Executive Director of Montgomery County Community Corrections.

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 Memorandum, Spreadsheet, and Contractual Agreement, Agenda Pages 13-2 through 13-7, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 10 FOR \$5,000 TO ALABAMA KIDNEY FOUNDATION, INC., FOR
PROGRAM SERVICES

Administrator Mims requested approval of Budget Change Request Number 10, for \$5,000 to Alabama Kidney Foundation, Inc., County Commission Appropriations.

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 14-1, is attached to these Minutes.)

DISTRICT ATTORNEY’S CHILD SUPPORT UNIT – APPROVED POSITION FILL
REQUEST FOR A CASE MANAGER I

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

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: Rhonda B. Cape
Chief Administrator

DATE: October 9, 2015

SUBJECT: Position Fill Request

DHR has authorized and fully funded a new Case Manager I position for our Child Support Unit. Attached is the position fill request for the Commission to approve.

Please contact me if you have any questions.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 15-2, is attached to these Minutes.)

DISTRICT ATTORNEY'S WORTHLESS CHECK UNIT – APPROVED POSITION FILL REQUESTS (2)

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

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: Rhonda B. Cape
Chief Administrator

DATE: October 15, 2015

SUBJECT: Position Fill Requests

I respectfully request approval from the County Commission for the attached Worthless Check Unit position fill requests: Office Supervisor and Investigator I. The vacancies were created due to a retirement and an internal transfer. The positions are paid by the Worthless Check Unit.

Please contact me if you have any questions.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the requests. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 16-2 and 16-3, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (6)

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 Number 2
2. Sheriff's Office	Request Numbers 2, 4, and 7
3. Appraisal Department	Request Numbers 1 and 2

Commissioner Williams made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 17-1 through 17-6, 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 (5)

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

<u>DEPARTMENT</u>	<u>BUDGET CHANGE REQUESTS</u>
1. County Commission Appropriations	Request Numbers 11 and 12
2. District Attorney's Office	Request Number 1
3. Sheriff's Office	Request Numbers 1 and 2

Commissioner Williams made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 18-1 through 18-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AGREEMENT OF SETTLEMENT, COMPROMISE, AND RELEASE FOR THE CAPITOL CITY PLUME PROPOSED SUPERFUND SITE

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

October 22, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Director of Risk Management

SUBJECT: Downtown Environmental Alliance – Recommended Settlement

Over the last three years, a public-private partnership was formed to address the environmental issues in Downtown Montgomery. This partnership was named the Downtown Environmental Alliance. Chairman Elton N. Dean, Sr., and I have represented the County's interests through several meetings during this time period. In addition, Attorney Gallion and Attorney Walker have attended some of these meetings in the past. In the last several weeks, Knox Kershaw (which maintained a small administrative office in Downtown) has stated that as a good corporate citizen, they would contribute \$10,000 to the Downtown Environmental project.

Other members of the Downtown Alliance have approved this settlement. I am requesting that the Commission consider approving this settlement which has been reviewed and approved by our County attorney. I am recommending that the Commission waive rules to approve this settlement at the next meeting.

Cc: Florence Cauthen, Deputy Administrator

End of Memorandum

Commissioner Williams made a motion to approve the settlement. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Attorney Gallion's Opinion, Letter, and Agreement of Settlement, Agenda Pages 19-2 through 19-15, are attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – APPROVED MEMORANDUM OF AGREEMENT
AMONG MONTGOMERY COUNTY PUBLIC SCHOOLS, CITY OF MONTGOMERY,
MONTGOMERY COUNTY COMMISSION AND MONTGOMERY COUNTY DISTRICT
ATTORNEY FOR HELPING MONTGOMERY FAMILIES INITIATIVE (HMFI)

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

October 28, 2015

Chairman Elton N. Dean, Sr.
Montgomery County Commission
Montgomery County Annex III
101 S. Lawrence St.
Montgomery, AL 36104

RE: Memorandum of Agreement for HMFI

Dear Chairman Dean:

Attached is the memorandum of agreement for the Helping Montgomery Families Initiative (HMFI) between the District Attorney's Office, the Montgomery County Commission, the City of Montgomery and the Montgomery County Board of Education.

The County Commission approved their funding for HMFI at the August 17, 2015 Commission meeting.

Your signature is requested. All other approvals and signatures have been obtained.

Thank you for your continued support of HMFI.

Sincerely,

/s/ Daryl D. Bailey
District Attorney

cc: Donnie Mims, County Administrator

End of Letter

Commissioner Williams made a motion to approve the Memorandum of Agreement. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Memorandum of Agreement, Agenda Pages 20-2 through 20-11, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED REVISED COOPERATIVE AGREEMENT FOR THE
STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 4ATL (FY2014 -
\$50,000)

Administrator Mims presented the following memorandum from Sheriff Derrick Cunningham:

October 23, 2015

MEMORANDUM

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

FROM: Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT: 4ATL Grant~\$50,000
Cooperative Agreement

Please find attached a two original revised 4ATL Grant Cooperative Agreements with the only change being the extension date was changed from October 31, 2015, to March 31, 2016. Please place it on the next agenda so that we can continue with the said grant. Once it's approved, please sign where indicated on both original agreements and email or call Christie (ext. 7106) and she'll pick up the agreements.

Thank you.

encls.

End of Memorandum

Vice Chairman Harris made a motion to approve the Cooperative Agreement. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Cooperative Agreement, Agenda Pages 21-2 through 21-12, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED GENERAL GRANT COOPERATIVE AGREEMENT WITH MID-SOUTH RESOURCE CONSERVATION & DEVELOPMENT COUNCIL, INC., REGARDING IMPROVEMENTS AT THE WINGARD PARK IN GRADY AND APPROVED REVISED GRANT BUDGET

Administrator Mims presented the following memorandum:

October 28, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: General Grant Cooperative Agreement with Mid-South Resource Conservation & Development Council, Inc.

This week, I was informed that the County Commission was awarded an \$8,000 grant from the Mid-South Resource Conservation & Development Council, Inc., for improvements at the Wingard Park in Grady.

Attached is the General Grant Cooperative Agreement, which has to be approved prior to our November 16, 2015, County Commission meeting. Therefore, I am requesting for the Commission to waive rules at Monday's County Commission meeting.

End of Memorandum

Commissioner Williams made a motion to approve the agreement and revised grant budget. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Grant Cooperative Agreement and Revised Grant Budget, Agenda Pages 22-2 through 22-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED COMMERCIAL EXHIBIT AGREEMENT WITH THE ALABAMA NATIONAL FAIR & AGRICULTURAL EXPOSITION, INC., REGARDING EXHIBIT SPACE

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

October 26, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: DiDi Henry
Public Affairs Director

SUBJECT: Alabama National Fair

During a recent county commission meeting, you requested that I get a county commission exhibit booth at the Alabama National Fair, which will be held in Montgomery, October 30-November 8, 2015. The contract for that free space has been reviewed and approved by Mr. Gallion. Therefore, I am asking that the Commission waive rules at Monday's meeting and approve the contract so that we can return it to the Alabama National Fair, as soon as possible.

Thank you.

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 Agreement, Agenda Pages 23-2 through 23-4, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED FINAL PAY APPLICATION TO STALLINGS & SONS, INC., REGARDING RENOVATIONS TO THE THIRD FLOOR OF MONTGOMERY COUNTY ADMINISTRATION BUILDING AND COURTHOUSE ANNEX III FOR THE PROBATE JUDGE'S OFFICE

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

October 28, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Stallings & Sons, Inc., Final Pay Application for Annex III Renovations

Please find attached an application for final payment of \$17,645.20 to Stallings & Sons, Inc., under its contract for renovations to the third floor of Annex III.

I request that the Commission waive rules and approve final payment to Stallings & Sons, Inc.

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Letter and Application and Certificate for Payment, Agenda Pages 24-2 and 24-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD TO NORRIS BUILDING COMPANY, INC., FOR RENOVATION OF MONTGOMERY COUNTY PROBATE AND REVENUE OFFICE SOUTH, PROJECT NUMBER CKA#14002

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

October 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Award of Contract for Renovation of Montgomery County Probate and Revenue Office South

Attached is Chambless King Architects' recommendation to award the contract to renovate Montgomery County Probate and Revenue Office South to the lowest bidder, Norris Building Company, Inc., and enter into a construction contract in the amount of \$920,911.00. The contract calls for completion of the project within 180 days of the notice to proceed.

I request that rules be waived to award the Renovation of Montgomery County Probate and Revenue Office South Contract to Norris Building Company, Inc., and enter into a construction contract in the amount of \$920,911.00.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Letter and Tabulation of Bids, Agenda Pages 25-2 and 25-3, are attached to these Minutes.)

YOUTH FACILITY – APPROVED POSITION FILL REQUEST FOR JUVENILE
PROBATION OFFICER I, POSITION NUMBER 900304007

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

MEMORANDUM

To: Mr. Donnie Mims, Montgomery County Administrator
From: Bruce R. Howell, Juvenile Court Administrator
Date: October 20, 2015
Re: Juvenile Probation Officer Fill Request

We currently have a Juvenile Probation Officer vacancy. Due to the caseload our probation officers already have, this position needs to be filled immediately. I am requesting approval to fill this vacancy at the November 2, 2015, working session County Commission Meeting.

Thank you for your consideration!

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 26-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED A THREE STEP IRREGULAR PAY INCREASE
FOR DEPUTY ADMINISTRATOR FLORENCE M. CAUTHEN FROM PAY GRADE A15,
STEP 1 (\$89,701) TO PAY GRADE A15, STEP 4 (\$99,198), SUBJECT TO APPROVAL BY
THE CITY/COUNTY PERSONNEL BOARD

Administrator Mims presented the following memorandum:

November 2, 2015

MEMORANDUM

TO: Montgomery County Commission
FROM: Donald L. Mims
County Administrator
SUBJECT: Pay Increase for Deputy Administrator Florence Cauthen

On October 27, 2014, Florence Cauthen was employed as the Deputy Administrator of Montgomery County. She has demonstrated the ability to manage many projects at the same time and continue to run day-to-day operations of the County Commission.

Deputy Administrator Cauthen stepped in and completed the new Probate Judge's Office and Courtroom (\$1.5 million), the Youth Facility Renovation (\$8.6 million), the Public Defender's Office renovations (\$525,000) and the District Attorney's Office Renovation (\$3.5 million). All of these building projects were on time and in budget.

Deputy Administrator Cauthen is currently managing major renovation projects including the detention facility kitchen, courthouse and detention facility weatherization and air conditioning replacement at the courthouse.

Since October 2014, Deputy Administrator Cauthen has played a major role in three bonds issues and credit reviews by Standard and Poors and Moodys. She has assisted in the review and drafting of contracts, which has proven to be very valuable to the County Commission. She implemented the new 5% local preference for bids. She assisted in acquisition of property for the new Probate/Revenue South Office and worked with the architect on the renovation plans of the building. Deputy Administrator Cauthen participated in the hiring of a new Purchasing Manager and the rewrite of our bid solicitation process.

In summary, Deputy Administrator Cauthen has managed over \$14 million in construction projects, assisted with bond issues in the amount of \$52 million, which resulted in a savings of \$2.8 million. She is a skilled and talented manager, who brings a wealth of knowledge and ability. Based upon her work performance and demonstrated ability to manage the operation of the county, I request she receive a three step increase from Pay Grade A15, Step 1 (\$89,701) to Pay Grade A15, Step 4 (\$99,198), which results in a \$9,497 salary increase.

Thank you for your consideration of this pay increase.

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.

WAIVE RULES

During the Comments by Commissioners and Attendees at the end of the Formal Session Chairman Dean requested to waive rules and add the following budget change request and his fellow Commissioners concurred:

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 13, FOR \$5,000 TO RIVER REGION UNITED WAY, FOR THE 2015-
2016 CAMPAIGN

Administrator Mims requested approval of Budget Change Request Number 13, for \$5,000 to River Region United Way, County Commission Appropriations.

Commissioner Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 28-1, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Pam Boldin of the Riley Relief Foundation thanked the Commission for their donation and told them that they won't regret helping the families of the missing.

Commissioner Hall thanked Ms. Davis and United Way for helping those that are in need, especially with the Thanksgiving holiday coming up. He wished everyone a Happy Thanksgiving, stating that there is one more meeting before Thanksgiving but that November is a busy month. He said that he is grateful for all that the department heads do for the County.

Commissioner Williams told the audience good morning and wished them a Happy Thanksgiving. He thanked Ms. Boldin for all she is doing for the families of the missing and hoped that one day she would find her missing daughter.

Commissioner Walker spoke about what a great Halloween she had. She stated that everyone hears all about the negative things in the schools and communities in Montgomery County. She said that she had hundreds of kids, different races, ages and economic differences, come through her neighborhood to trick-or-treat. She stated that there is a lot more good than there is bad in Montgomery County and we need to remember that when we are talking with others. She said that the Commission is addressing the bad but there are more good people and kids out there. She added that she lives in County Downs and it is the best neighborhood in Montgomery. She recognized the Homeowners' Association President Jim Spear who was in attendance at the meeting. She told the audience that she appreciates what the Sheriff does for the kids on Halloween.

Chairman Dean thanked everyone for attending today's meeting. He thanked the representatives of the Eastwood Villa neighborhood for coming forward with their issues in the neighborhood. He encouraged other neighborhood representatives to come to the meeting whether they have problems or not. He stated that the Commission is their voice.

Vice Chairman Harris told the audience good morning and welcomed them to the meeting. He thanked the United Way for all that they do and he shared that they helped his Aunt who is 85 years old, through the Meal-on-Wheels Program. He explained that he was happy that the County reached 102% of our goal last year and he hopes we will pass 100% this year as well. He thanked Ms. Davis for what she is doing. He said that he had no idea there was nowhere in

the State of Alabama that provides assistance to families of missing people. He told Ms. Boldin that he applauds her and her efforts and that he is happy that the Commission was able to at least give a token of help. He told her that hopefully the Commission can do more in the future and that there needs to be more attention given to this situation. He mentioned the Sheriff's Spooktacular event for the kids this past weekend. He said that the Sheriff does something every season for the kids and that teaches them respect for law enforcement.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented the 2015 Legislative Conference Agenda for the Association of County Commissions of Alabama, which will be held December 2-3, 2015, at The Hotel at Auburn University. Vice Chairman Harris stated that he would be attending.

Administrator Mims presented a letter from Executive Director William E. Powell with the Southeastern Livestock Exposition requesting funding in the amount of \$10,000 for the Alabama Junior Beef Expo. After discussion, Chairman Dean, Vice Chairman Harris and Commissioners Hall, Walker and Williams requested a \$500 miscellaneous appropriation from each of their accounts and the Commission agreed to place on the next agenda a Budget Change Request in the amount of \$7,500 to the Alabama Cattlemen's Association for this event.

Administrator Mims presented the Service of Process Fee (Sheriff Process Fee) Collection for October 2015.

Administrator Mims presented a schedule of upcoming bids/contract renewals.

COMMENTS FROM PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry reviewed upcoming events with the Commission.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims stated that members of the Highland Gardens Neighborhood have requested to meet with the Commission. After discussion, the Commission asked Administrator Mims to have the neighborhood association contact Commissioner Williams.

RECESS TO EXECUTIVE SESSION

Vice Chairman Harris made a motion to go into the Executive Session, based upon a letter from County Attorney Thomas T. Gallion, III with Haskell Slaughter & Gallion, LLC, to discuss employee disciplinary matters. The motion was seconded by Commissioner Walker 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 the County Commission meeting immediately following the Executive Session. Chairman Dean recessed the Information Session to the Executive Session. (Copies of letter from County Attorney Thomas T. Gallion, III and a Checklist for Conducting Lawful Executive Sessions, Pages 29-1 and 29-2, are attached to these Minutes.)

RECESS TO INFORMATION SESSION

Commissioner Williams made a motion to recess the Executive Session. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. Chairman Dean recessed the Executive Session to the Information Session.

INFORMATION SESSION

ADJOURNMENT

Commissioner Williams made a motion to adjourn the meeting of the Montgomery County Commission on November 2, 2015, at 10:35 a.m. The motion was seconded by Commissioner Walker and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-16-15

Check Number	To	Check Number
256148		256183
Total Checks Paid		\$889,004.83

CHECK #	PAYEE	AMOUNT	DATE
256147	Harold Mark Goins	\$ 625.00	10-8-15

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-16-15

Check Number	To	Check Number
256184		256281
Total Checks Paid		\$647,971.68

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

AGENDA

NOV - 2 2015

11-2-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-23-15

Check Number	To	Check Number
256282		256354
Total Checks Paid		\$415,181.30

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

AGENDA

NOV - 2 2015

11-2-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-23-15

Check Number	To	Check Number
256355		256480
Total Checks Paid		\$655,137.50

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-23-15

Check Number	To	Check Number
256481		256483
Total Checks Paid		\$2,000.00

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
10/30/15

11/2/15 Meeting

AGENDA

NOV - 2 2015

Payroll Check Number	124127	To	Payroll Check Number	124195	\$ 61,217.44
Direct Deposits					\$ 957,392.81
Payroll Check Number	124196	To	Payroll Check Number	124209	\$ 208,175.23
Direct Deposits					\$ 66,757.31
Federal Deposits					\$ 361,885.27
Total Payroll Paid					\$ 1,655,428.06

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

OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

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

STATE OF ALABAMA

MEMORANDUM

TO: All State Department Heads
FROM: Governor Robert Bentley
DATE: October 9, 2015
SUBJECT: Holiday Schedule

A handwritten signature of Robert Bentley in black ink, written in a cursive style.

I have authorized the following holiday schedule for state employees:

Thanksgiving

Thursday, November 26, 2015

Friday, November 27, 2015

Christmas

Thursday, December 24, 2015

Friday, December 25, 2015

New Year's Day

Friday, January 1, 2016

All state offices will be closed on the above dates, except in those areas where it is essential to maintain personnel. If it is necessary for any employee to work on any of these holidays, they should be allowed time off as soon thereafter as possible.

RB/jl

OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

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

STATE OF ALABAMA

MEMORANDUM

TO: All State Department Heads
FROM: Governor Robert Bentley
DATE: October 9, 2015
SUBJECT: Holiday Schedule

A handwritten signature in black ink, reading "Robert Bentley", is written over the "FROM" and "DATE" lines of the memorandum.

I have authorized the following holiday schedule for state employees:

Thanksgiving

Thursday, November 26, 2015

Friday, November 27, 2015

Christmas

Thursday, December 24, 2015

Friday, December 25, 2015

New Year's Day

Friday, January 1, 2016

All state offices will be closed on the above dates, except in those areas where it is essential to maintain personnel. If it is necessary for any employee to work on any of these holidays, they should be allowed time off as soon thereafter as possible.

RB/jl



2016 Montgomery County Commission Meeting Schedule

January	July
Monday, January 4 th	*Tuesday, July 5th
* Tuesday, January 19th	Monday, July 18 th
February	August
Monday, February 1 st	Monday, August 1 st
*Tuesday, February 16th	Monday, August 15 th
March	September
Monday, March 7 th	* Tuesday, September 6th
Monday, March 21 st	Monday, September 19 st
April	October
Monday, April 4 th	Monday, October 3 rd
Monday, April 18 th	Monday, October 17 th
May	November
Monday, May 2 nd	Monday, November 7 th
Monday, May 16 th	Monday, November 21 st
June	December
Monday, June 6 th	Monday, December 5 th
Monday, June 20 th	Monday, December 19 th

The Information Session begins at 8:00 a.m. at the Commissioner's Conference Room. The Formal Session begins at 9:30 a.m., in the Commissioners' Court. All sessions are held on the first floor of the Montgomery County Administration Building, Courthouse Annex III, located at 101 S. Lawrence Street.

* In keeping with the County Commission policy, adopted on November 14, 2012, commission meetings will take place on the first and third Mondays of each month. If a holiday falls on a meeting date, the meeting will be held the next day, on a Tuesday. There will be four (4) Tuesday meetings in 2016: **Tuesday, January 19th** (for Martin Luther King, Jr. Birthday) **Tuesday, February 16th** (for President's Day), **Tuesday, July 5th** (for Independence Day) and **Tuesday, September 6th** (for Labor Day).

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission, acting on behalf of the Montgomery County Drug Court and the Drug Court Administrator, The Montgomery County Community Corrections Department (MCCCD), desires to enter into a Professional Services Contract with Melva Turner, Ph.D. (dba: Positive Changes, LLC and also referred to as Provider), to provide substance abuse assessment services. This is a Professional fee for Services Contract, compensated on the basis of a fee for service to be charged directly to the Drug Court Applicant (offender). Other compensation for said services may be available through a contract between the Provider and the Alabama Department of Mental Health, Substance Abuse Services, any third party reimbursement and the receipt by the provider for such compensation shall be in addition to the fees authorized in this contract. Only services that are scheduled and pre-approved by the Drug Court Coordinator shall be charged or billed to the Drug Court Applicant (offender) under this Professional Services Contract. Modifications to the schedule must be approved by the Drug Court Coordinator and made in writing to be compensated. The amount to be charged to any Drug Court Applicant for the substance abuse assessment service shall not exceed \$75.00 per assessment. Provider shall be permitted to charge a non-refundable reschedule fee, not to exceed \$25.00 per each missed appointment not rescheduled at least by 5:00 pm the day prior to a scheduled assessment. Any additional fees recovered by the Provider from the Alabama Department of Mental Health for individual substance abuse assessments shall be the responsibility of the Provider. The award of this Professional Services Contract shall not be contingent on the Alabama Department of Mental Health, Substance Abuse Services Division's determination to contract with the Provider for reimbursement for substance abuse assessments.

The substance abuse assessment instruments to be administered shall be the current Alabama Department of Mental Health instruments including: the UNCOPE Screening Tool, the SASD Adult Integrated Placement Assessment, each U.R.I.C.A. Scale for alcohol or drug use and the Mini International Neuropsychiatric Interview (M.I.N.I.). The provider is authorized and whenever practicable agrees to administer in addition to the Substance Abuse Assessments (above), the Offender Risk Assessment System Instrument, including the Offender Self Report and the Community Corrections version of the instrument. In addition to reporting the Assessment results to the Drug Court Team, the Provider shall participate, with the Drug Court Team, to make a professional determination as to the appropriate level of treatment or substance abuse education referral to be recommended for each applicant as a result of the assessments rendered.

Location and Hours of Services

Services shall be performed at the office of the Montgomery County Community Corrections Department (MCCCD), 301 Adams Avenue, Montgomery, Alabama. At the MCCCD office location, the MCCCD will provide an office space, desk, chairs, locking file cabinet and access to office equipment necessary to perform individual offender interviews and assessments in

fulfillment of the requisites of this contract.

The ARAS Assessment instruments, scoring sheets, Self Reports and other related ARAS materials will be provided by the MCCCCD. One individual office space shall be allotted without cost to the provider. It shall be the provider's responsibility to provide all other necessary materials, including the selected assessment instrument, P.C. Computer (if required) case folders, office supplies and other materials for the purpose of meeting the requisites of this RFP. Should the ARAS Assessment become automated through the MIDAS database provided by the Alabama Administrative Office of the Courts, the MCCCCD shall provide data terminal access for the purpose of administering the ARAS on-line. The MCCCCD office hours are Monday through Friday, 7:00 am through 5:00 pm. Additional office hours are Tuesdays from 5:00 pm through 8:00 pm and Saturdays from 8:00 am through 11:00 am with the exception of County Holidays and National (Federal) Holiday weekends. Other office access hours may be made available on a case-by-case basis and subject to the advance approval of the Executive Director of the MCCCCD.

To streamline and make the application and assessment process more efficient, the provider shall provide to the Drug Court Coordinator (a minimum of one week in advance) a schedule of times the provider will be available for assessments. The Drug Court Coordinator and the staff of the MCCCCD shall schedule all assessments according to the schedule provided and will make this schedule of appointments available to the provider at the office of the MCCCCD. Staff of the MCCCCD shall assist in the collection of assessment fees whenever practicable through a collection and receipting process that shall be determined by agreement between the provider and the Executive Director of the MCCCCD, however, the ultimate responsibility for collecting applicant assessment fees is with the Provider. The Drug Court, the MCCCCD and the Montgomery County Commission shall not be responsible for enforcement of any payment agreement between the provider and any Drug Court applicant assessed.

Compliance with Confidentiality Laws

The provider has previously prepared and signed a general acknowledgement stating that she understands that certain Federal Laws and Regulations provide for penalties for unauthorized release of certain confidential client/offender information including Federal Regulation 42 CFR (2) and Laws governing certain medical information protected under HIPAA Regulations and she further acknowledges that she will abide by all Federal, State and program regulations regarding the confidentiality of client/offender information and will safeguard sensitive and protected information. This document shall be affixed to and shall become a part of this contract.

Provider not Designated Sole Provider

Provider acknowledges that the Alabama Department of Mental Health has the authority to contract with and designate other providers to perform mental health and substance abuse assessments. Provider, Positive Changes, LLC, and specified professional staff under the direction of Melva Turner, Ph.D. shall be the only substance abuse assessment provider afforded exclusive access to MCCCCD Office space for the express purpose of accommodating

assessments of Drug Court applicants for the period of this contract. Provider acknowledges that the Alabama Department of Mental Health may, by its authority, designate, contract with and compensate other local providers to perform like services. Subject to rules and regulations of the Alabama Department of Mental Health, the Drug Court may accept the assessments and recommendations of other qualified substance abuse assessment providers.

Termination of services

Once executed, either party may terminate this contract for services by providing the other party with 30 days prior written notice of intent to terminate the contract.

General Professional Liability – Indemnity Coverage

The provider shall, for the entire term of the contract, carry professional malpractice liability insurance in the amount of at least one million dollars (\$1,000,000) covering acts and omissions and other torts resulting from the provision of the services noted in the contract as awarded. The vendor shall cause their professional insurance carrier to name the Montgomery County Commission, its agents and appointed MCCPCA Board, the Montgomery County Community Corrections Department and the Montgomery County Drug Court as well as the Montgomery County 15th Judicial Circuit Courts as additional insured's for the services provided in the contract as awarded.

Contract Duration

The duration of this Contractual Agreement is for one (1) year beginning from the date signed by a representative of the County Commission and ending one (1) year thereafter. At the election of the Drug Court Coordinator and the Executive Director of the MCCCD, the contract may be extended, with the consent of the County Commission, for up to one additional annual period. The Vendor may elect to increase the fees charged for services by no more than 5% for any succeeding year, should the Commission elect to renew the terms of this contract.

If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution.

Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this _____ Day of _____, 2015.

Provider

MONTGOMERY COUNTY COMMISSION

BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

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

BY: _____

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

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

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

The Montgomery County Commission agrees to pay to the provider a fee, of \$25.00 per hour for all services rendered under this Professional Services Contract. Fees shall be invoiced in increments of a quarter hour (15 minute periods), a half hour (30 minute periods) and/or whole hours. Only services that are scheduled and pre-approved by the Executive Director of the Montgomery County Community Corrections Department shall be compensated under this Professional Services Contract. Modifications to the monthly schedule must be approved by the Executive Director and made in writing to be compensated.

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

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

The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2016. Actual services to be compensated under this Contract shall commence no earlier than October 1st, 2015. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this _____ Day of _____, 2015.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

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

BY: _____

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

Amendment
To
Contract # 53100-14B-030

Amendment No. 1

Contract with Sharp Cut Lawn Service for landscape maintenance at Montgomery Industrial Park, is hereby extended for one (1) year, beginning November 17, 2015 and ending November 16, 2016.

Prices will increase by 5%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

SHARP CUT LAWN SERVICE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

**LANDSCAPE MAINTENANCE AT MONTGOMERY INDUSTRIAL PARK
ATLANTA HIGHWAY (AL 126) AT INDUSTRIAL PARK BOULEVARD
MONTGOMERY, AL**

Proposed Services Description	Service Schedule												Total/Year	Bid Prices
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
Turf Areas (Approx. 5.5 Acres)														
A) Treatment (Fertilization & Weed Control Control)	1		1	1	1	1	1	1	1	1	1	1	6	\$ 1,500
B) Mowing (Mow, Edging, Weeding, & Blowing)	2	2	3	3	4	4	4	4	4	4	4	3	40	\$ 6,535
Shrubs, Shrub Beds, & Ornamentals														
A) Fertilization	1												1	
B) Shrub & Bed Service (Trim & Weed)	1		1	1	1	1	1	1	1	1	1	1	6	\$ 600
C) Bed Service (Manual & Herbicidal weed control)	2	2	3	3	4	4	4	4	4	4	4	3	40	\$ 700
D) Pre-Emergent		1											1	
Pruning														
A) Pruning Crape Myrtles	1												As Needed	\$ 0
B) Perennials	1												As Needed	\$ 0
Irrigation System														
A) Irrigation Monitor & Setting of Timers													As Needed	\$ 0
B) Freeze Protection													As Needed	\$ 0
C) Irrigation Repairs - hourly rate + parts													Rate/hour	\$ 25.00
Pine Straw & Mulch														
A) Spring Install			1										1	\$ 640
B) Fall Install											1		1	\$ 640
Annual Color / Flowers														
A) Spring Install & 6 Month Maintenance				1									1	\$ 300
B) Fall Install & 6 Month Maintenance										1			1	\$ 300
TOTAL FOR ANNUAL MAINTENANCE														\$ 11,240

September 24, 2015

Mr. Dennis Huffman
Sharpcut Lawn Service
9776 Helmsley Circle
Montgomery, Alabama 36117

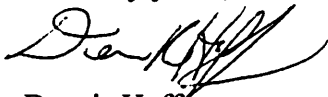
Ms. Tammy Turner
Buyer II, Purchasing Department
P.O. Box 1667
Montgomery, Alabama 36102

RE: Invitation to Bid 53100-14B-030 Landscape at Industrial Park

Dear Ms. Turner:

I am writing to request to renew my service contract for landscape services at Industrial Park. I would also like to request a five percent increase in pay for the services. As always, you may contact me at 334-462-9890 if you have any questions or concerns. Thank you for your consideration.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Dennis Huffman", with a stylized flourish at the end.

Dennis Huffman

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

Amendment
To
Contract # 52200-15B-022

Amendment No. 1

Contract with Security Solutions dba 8284 Inc. for inmate security is hereby extended for one (1) year, beginning November 15, 2015 and ending November 14, 2016.

Prices will increase by 5%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

SECURITY SOLUTIONS DBA 8284 INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Security Solutions
2415-D E. South Blvd
Montgomery, AL 36116

10/5/2015

To Whom It May Concern:

This letter's intent is to inform that 8284 Inc. d/b/a wishes to re-new its current agreement with the Montgomery County DOC for inmate security with the additional 5% increase. If anything further is needed on our behalf, please feel free to contact us.

Thanks,

L. Shufford
Operations Director

Security Guard Service Cost Per Man Hour for Guard Services Only

1. Montgomery County Detention Facility and Montgomery County Youth Facility.

Regular and Scheduled appointments.

\$ 14.00
Cost Per Man Hour

2. Unscheduled appointments and or emergency after hours or weekends.

\$ 14.00
Cost Per Man Hour

3. Holidays

\$ 14.00
Cost Per Man Hour

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

**Amendment
To
Contract # 52110-15B-009**

Amendment No. 1

Contract with Haynes Ambulance of Alabama, Inc. for emergency medical treatment and transportation, is hereby extended for one (1) year beginning December 1, 2015 and ending November 30, 2016.

There will be no price increase during this contract period.

All other provisions of the contract remain the same.

WITNESS:

HAYNES AMBULANCE OF ALABAMA, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



2530 E. 5th Street
Montgomery, AL 36107
Phone (334) 265-1208
Fax (334) 241-5280

September 30, 2015

Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102
Attn: Tammy Turner

Dear Ms. Turner,

It is our desire to renew our contract with Montgomery County Commission. There will be no price increase. Bid No. 52110-15B-009

Sincerely,

Kirk Barrett, COO

ELTON N. DEAN, SR., CHAIRMAN
DANIEL HARRIS, JR., VICE CHAIRMAN
ANDREW HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
FINANCE DEPARTMENT
101 S. LAWRENCE STREET • P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

DONALD L. MIMS, ADMINISTRATOR
SHERRILL R. THOMAS, CPA, FINANCE DIRECTOR
(334) 832-1230
TDD (334) 265-3568
FAX (334) 832-2533

ESTABLISHED 1816

TO: Donald L. Mims, Administrator
FROM: Sherrill R. Thomas, Finance Director 
DATE: October 13, 2015
RE: LIST OF BANK DEPOSITORIES

Following is a list of banks currently doing business in Montgomery County and should be designated depositories for the remainder of Calendar Year 2015 and Calendar Year 2016.

Aliant Bank

Amerifirst Bank

Auburn Bank

BB&T

BBVA Compass

Cadence Bank

Community Bank & Trust

Hancock Bank

IberiaBank

Liberty Bank & Trust Co.

PNC Bank

PrimeSouth Bank

Regions Bank

Renasant Bank

River Bank & Trust

ServisFirst Bank

Sterling Bank

Trustmark National Bank

Wells Fargo Bank

9-2



October 6, 2015

INVOICE

Montgomery County
P.O. Box 1667
Montgomery, AL 36102

2015-2016 Association Dues

\$13,840

Please make checks payable to ACCA and mail to:
P.O. Box 5040
Montgomery, AL 36103-5040

Payment Due Upon Receipt!



National Association of Counties
PO Box 79007
Baltimore, MD 21279-0007
Phone: 888.407.NACo (6226) x291
Direct: 202.942.4291
Fax: 866.467.1825
EIN# 53-0190321

ID: 1101

Mr. Donald L. Mims
County Administrator
Montgomery County
PO BOX 1667
Montgomery, AL 36102-1667

Invoice

Invoice #: 132239
Invoice Date: 9/20/2015

Description

Dues Amount

County Membership Dues

01/01/2016 - 12/31/2016

\$4,587

Why NACo? Because it's a tremendous value! Take advantage of the many ways that NACo membership saves you money, time and resources. NACo's expert team fights for you in Washington, D.C., working to stop unfunded federal mandates and onerous regulations, while defending essential programs.

NACo also provides members with essential cost-saving tools such as:

- Deferred Compensation Program
- US Communities
- NACo's Live Healthy US Counties program, which includes the Prescription, Health and Dental Discount programs
- Grants Clearinghouse and more!

In addition to programs that bring real dollars back to your county and residents, NACo provides County News, frequent federal legislative updates, world-class conferences and county-specific research. To top it all off, we offer tons of free information, education, publications and training. Our webinars allow counties to attend sessions without leaving the office and at NO COST to members.

For additional information, please contact Alex Koroknay-Palicz, Membership Coordinator, at 1-888-407-NACo (6226) x291 or e-mail akpalicz@naco.org.

Amount Paid: \$0

Amount Due: \$4,587

◆ PLEASE DETACH AND RETURN WITH PAYMENT ◆

ID: 1101

Mr. Donald L. Mims
County Administrator
Montgomery County
PO BOX 1667
Montgomery, AL 36102-1667

Invoice #: 132239

Remit Payment To:

National Association of Counties
PO Box 79007
Baltimore, MD 21279-0007

Select the Method of Payment on Reverse Side

We encourage you to submit payments electronically by ACH credit
Bank Routing# (ABA) - 021052053 Account # 93404817

NATIONAL ASSOCIATION OF COUNTIES

PARTICIPATION & MEMBERSHIP BENEFITS REPORT

This report provides a detailed summary of services and dollars Montgomery County has received as a direct benefit from being a member of the National Association of Counties.

MEMBERSHIP OVERVIEW

NACo Member County
Member Dues: \$4,587

Montgomery County, AL
PO BOX 1667
County Administration Building
Montgomery, AL 36102-1667
Phone: (334) 832-1210
Website: <http://www.mc-ala.org>



FEDERAL FUNDING RESULTS OF NACo'S ADVOCACY

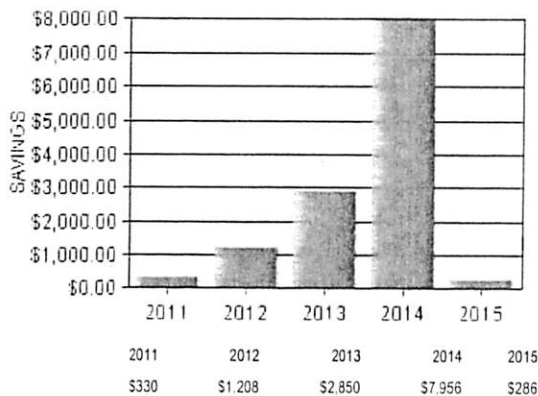
At the federal level, NACo works to increase, maintain, or create funding for programs that benefit county governments and their residents. It is important to note that these programs listed here represent the types of programs on which NACo lobbies. This is not the complete list of all the federal funds counties receive, but a sample of specific federal programs through which counties receive funding as a result of NACo's lobbying efforts.



Year	PILT	SCAAP	CDBG	HOME	SRS	USDA RD
2015	\$1,819	TBD			TBD	\$640,845
2014	\$1,998	\$10,185			\$0	\$192,659
2013	\$1,867	\$14,567			\$0	\$815,671
2012	\$1,912	\$21,367			\$0	\$2,123,021
2011	\$1,874	\$17,937			\$0	\$1,133,510

MONEY SAVING PROGRAMS

US Communities Estimated Annual Savings



\$12,630 Estimated savings since 2011 by using US Communities



Deferred Compensation Program Participant



AWARDS & RECOGNITION



Started in 1970, the annual Achievement Award Program is a non-competitive awards program that recognizes innovative county government programs. Each application is judged on its own merits and not against other applications received. Awards are given in 21 different categories. For more information, please visit www.naco.org/achievementawards.

Montgomery County is not participating in NACo's Award Program.

EDUCATION, TRAINING & PROFESSIONAL DEVELOPMENT

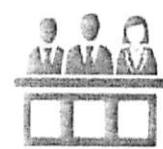


Events and conferences attended by individuals in Montgomery County. The savings figures indicate reduced rates for member counties over the prices for non-member counties to participate. Other events are only open to member counties or are free to attend so there is no non-member rate. In all cases, the true value of the networking, education and professional development far exceeds the savings.

Conference / Event	Total Attendees	Member Savings
2014 NACo Legislative Conference	2	\$450
2014 NACo Annual Conference: County Solutions and Ideas Marketplace	3	\$675
2013 NACo Legislative Conference	3	\$675
2013 County Solutions and Idea Marketplace	2	\$450

Total Saved: \$2,250

BOARDS & COMMITTEE PARTICIPATION



NACo is a grassroots-driven organization that encourages member engagement. Currently, we have more than 1,100 individual county elected and appointed officials from every region of the country represented on our 10 policy steering committees, ad hoc and standing committees, and various caucuses and task forces. Help make NACo and America's counties stronger by joining a committee today! Find out how by visiting www.naco.org/about/committees-state-associations-and-affiliates

Committee	Position	Member
Community, Economic and Workforce Development Steering Committee	Member	Jiles Williams

PUBLICATIONS & SUBSCRIPTIONS



NACo is happy to provide member counties with these free newsletters to keep you up to date on issues affecting counties across the country. Our acclaimed publication, County News, typically costs \$50/subscription for non-member counties, but you get the subscriptions for FREE as a member. The subscription saving figure is the money Montgomery County saved by being a member county.

Subscription	Subscription Saving
18 County News subscriptions	18 @ \$50ea = \$ 900
27 Washington Watch and electronic County News subscriptions	

**MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY**
301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667

October 27, 2015

TO: Donnie Mims – County Administrator

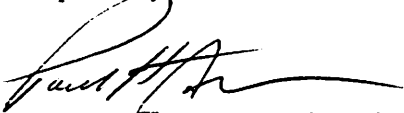
FROM: Paul H. Brown – Executive Director
Montgomery County Community Corrections

SUBJECT: Commission Agenda Item
Recommendation to Award Contract for Drug Testing Equipment/Services to
Drug Testing Program Management, Inc.

Our present Drug Testing equipment provided by Siemens, Inc. is now over 7 years old and is reaching its practical limits of reliable service. With the guidance from the Commission Purchasing Director, an Invitation to Bid for these services was sent out in July of this year. The bid submitted by Drug Testing Program Management, Inc. was reviewed by the MCCPCA Board on October 13, 2015 and the Board voted to recommend to the Commission that the drug testing equipment/services contract be awarded to Drug Testing Program Management, Inc. The only responsive bidder to the announced Invitation to Bid was Drug Testing Program Management, Inc. of Fort Payne, Alabama.

I respectfully request that the award of a contract for Drug Testing Equipment/Services to Drug Testing Program Management, Inc. be placed on the Commission Agenda for consideration/approval.

Respectfully submitted,



Paul H. Brown – Executive Director
Montgomery County Community Corrections

PAUL BROWN - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176

JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE PROGRAM
GPS ELECTRONIC OFFENDER MONITORING • COMMUNITY SERVICE RESTITUTION • PRE-TRIAL RELEASE

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 61 BIDS MAILED				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 57202-15B-026				Drug Testing Program Management, Inc. 3022 Greenhill Blvd. NW Ft. Payne, Alabama 35986 Attn: Gene Cleecker (256) 845-1261									
DATE ISSUED: July 20, 2015													
DATE OPENED: August 5, 2015													
REQUESTING DEPARTMENT: Community Corrections													
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
	Drug Assays/ Validity Testing												
	Alcohol(ETOH)		678	\$0.99	\$ 671.22								
	Alcohol(ETG)		678	\$0.99	\$ 671.22								
	Amphetamines		678	\$0.99	\$ 671.22								
	Barbiturates		678	\$0.99	\$ 671.22								
	Benzodiazepines		678	\$0.99	\$ 671.22								
	Buprenorphine		678	\$0.99	\$ 671.22								
	Cannabinoids		678	\$0.99	\$ 671.22								
	Cocaine		636	\$0.99	\$ 629.64								
	Creatinine		621	\$0.25	\$ 155.25								
	Ecstasy		678	\$0.99	\$ 671.22								
	Fentanyl		678	\$0.99	\$ 671.22								
	Oxidants/Adulterants		5276	\$0.99	\$ 5,223.24								
	Methamphetamine		264	\$0.99	\$ 261.36								
	Methadone		678	\$0.99	\$ 671.22								
	Morphine												
	Opiates		678	\$0.99	\$ 671.22								
	Oxycodone		678	\$0.99	\$ 671.22								

Notes:

[illegible]

13-4

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 2nd day of November, 2015, between Drug Testing Program Management, Inc. of Fort Payne, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Drug Testing Management, Inc. agrees to furnish drug testing equipment and services to the Montgomery County Community Corrections Department in accordance with all provisions of Invitation to Bid No. 57202-15B-026, as issued by the Montgomery County Commission on July 20, 2015 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto:

WHEREAS, In Consideration thereof, Drug Testing Program Management, Inc. and Montgomery County Commission agree as follows:

1. That Drug Testing Program Management, Inc. will deliver drug testing equipment to be installed and set-up at Montgomery County Community Corrections and Punishment Authority Office at no cost per the Invitation to Bid, no later than close of business November 30, 2015.
2. That the Contract will begin on the 2nd day of November, 2015 and will end on the 1st day of November, 2017, with the option to renew for two (2) years, in one (1) year periods. A price escalation may be allowed after the second year but shall not exceed 5% per year.
3. That Drug Testing Program Management, Inc. shall be capable of restoring the drug testing system to normal operations, via repair or exchange within twenty- four (24) hours after the initial call for service is placed with the exception of weekends and federal holidays. Drug Testing Program Management, Inc. will arrange through the manufacture of equipment emergency maintenance services to keep testing down-time to a minimum. Extended down-time of more than two full working days (7:00 am until 5:00 pm, Monday- Friday) in any given month shall constitute cause to terminate the contract unless Montgomery County Commission and Drug Testing Program Management, Inc. agree to mitigate the drug screen fee as compensation for extended down-time.
4. That Montgomery County Commission and Drug Testing Program Management, Inc. may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice by either party.

5. That Drug Testing Program Management, Inc. will furnish offender drug testing equipment and services at prices stipulated in the Invitation to Bid.
6. That Drug Testing Program Management, Inc. shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.
7. That Montgomery County Commission may add other drug assays, as needed, during the period of the contract.
8. Drug Testing Program Management shall hold Montgomery County Commission harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work of any obligation of Drug Testing Program Management, Inc. or failure of Drug Testing Program Management, Inc. to perform any work or obligation provided for in this agreement.
9. 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 between the Montgomery County Commission and Drug Testing Program Management, Inc.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 2nd day of November, 2015.

WITNESS:

DRUG TESTING PROGRAM
MANAGEMENT, INC.

BY: _____

TITLE: _____

WITNESS:

MCCPCD CHAIRMAN

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

NOV - 2 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 10

DEPARTMENT:	County Comm Appropriat	REVIEWED:	S. Thomas	10/19/2015
DATE:	10/19/2015	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Alabama Kidney Foundation	001-55900.450	0	5,000	5,000
Donation Revenue	001-40000.47701	(129,500)	(5,000)	(134,500)
TOTAL		(129,500)	0	(129,500)

JUSTIFICATION:

Budget funding to the Alabama Kidney Foundation, Inc. for program services.

DISTRICT ATTORNEY POSITION FILL REQUEST

SUPERVISOR: Loretta Jones-Pierce

PAY GRADE: A03-1 SALARY RANGE: \$25,630 - \$38,294

(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.

() Payroll entered by: _____ **Date:** _____

ORIGINAL

DISTRICT ATTORNEY
POSITION FILL REQUEST

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Michael J. Thomas

POSITION TITLE: Office Supervisor

POSITION NO: 011

PROPOSED EFFECTIVE DATE: October 28, 2015

TYPE OF APPOINTMENT: (X) PERMANENT () TEMPORARY

RECRUITING:

(X) OPEN () TRANSFER

() PROMOTION (X) PROMOTION/TRANSFER

PAY GRADE: A06-1 SALARY RANGE: \$36,284 - \$54,214

Pay step to be based upon the following rules:

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

*Merit dates do not change.

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

1 ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

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: Michael J. Thomas

POSITION TITLE: Investigator 1

POSITION NO: 010

PROPOSED EFFECTIVE DATE: October 28, 2015

TYPE OF APPOINTMENT: (X) PERMANENT () TEMPORARY

RECRUITING:

(X) OPEN () TRANSFER

() PROMOTION (X) PROMOTION/TRANSFER

PAY GRADE: PS5-01 SALARY RANGE: \$57,188 - \$85,444

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: _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

AGENDA

NOV - 2 2015

Date: October 20, 2014
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: December 1, 2015 Return Date: December 2, 2015
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Auburn University Tax Seminar
Qualifies toward 40 hours of CPE required annually for CPA license.

Traveler (s) Name: 1. Mike Knighten 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Finance Department Fund Name: General Fund

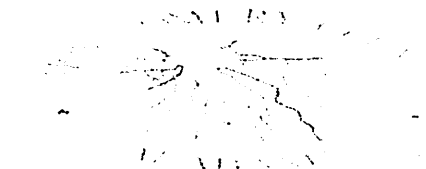
Additional Comments: _____

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

The above request is app. 11/2/15 reimbursement of actual and necessary expenses in the
approximate amount of \$175.00 and advance registration of \$175.00 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>\$175.00</u>	
Budget Available:	<u>\$2,825.00</u>	
Current Requests:	<u>\$175.00</u>	
Budget Balance:	<u>\$2,650.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/23/2015

cc: Finance Director / Buyer

17-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

AGENDA

NOV - 2 2015

Date: October 14, 2015
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, Alabama
Departure Date: Sunday, January 17, 2016 Return Date: Wed., January 20, 2016
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Alabama Sheriffs Association Winter Training Conference

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

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

Total (est.) Cost: \$3,300.00 Advance Registration Required: \$1,100.00

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

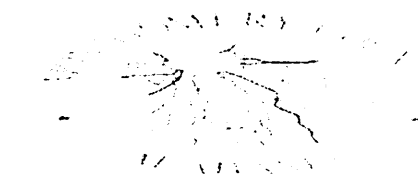
Additional Comments: _____

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

The above request is app. 11/2/15 reimbursement of actual and necessary expenses in the
approximate amount of \$3,300.00 and advance registration of \$1,100.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$2,567.00</u>
Budget Available:	<u>\$22,433.00</u>
Current Requests:	<u>\$3,300.00</u>
Budget Balance:	<u>\$19,133.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/19/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

AGENDA

NOV - 2 2015

Date: October 15, 2015
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Anniston, Alabama
Departure Date: Saturday, November 14, 2015 Return Date: Saturday, November 21, 2015
Conference Leave (Days / Hours): 8 Days
Purpose of Travel: Attend ERMH HAZMAT School

Traveler (s) Name: 1. Corporal Marcus Houser 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$720.00 Advance Registration Required: \$0.00

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

Additional Comments: all expenses reimbursed by FEMA including hotel & meals
"Total (est.) Cost" is \$720.00 which is for Per diem & any additional costs
incurred

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

The above request is app. 11/2/15 reimbursement of actual and necessary expenses in the
approximate amount of \$720.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$2,567.00</u>	
Budget Available:	<u>\$22,433.00</u>	
Current Requests:	<u>\$4,870.00</u>	
Budget Balance:	<u>\$17,563.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/19/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

AGENDA

NOV - 2 2015

Date: October 29, 2015
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: Thursday, November 5, 2015 Return Date: Thursday, November 5, 2015
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend Special Olympics Torch Run

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

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$0.00

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

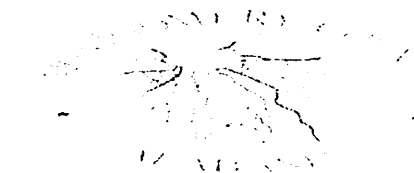
Additional Comments: _____

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

The above request is app. 11/2/15 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$2,567.00</u>
Budget Available:	<u>\$22,433.00</u>
Current Requests:	<u>\$5,170.00</u>
Budget Balance:	<u>\$17,263.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/29/2015

cc: Finance Director / Buyer

17-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

AGENDA

NOV - 2 2015

Date: October 23, 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: February 8, 2016

Return Date: February 12, 2016

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: IAAO 102: Income Approach to Valuation

Traveler (s) Name: 1. Tammy Linton 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☐
☒

Commercial Air

☐
☐

Private Vehicle

Other (Specify)

Total (est.) Cost: \$697.00

Advance Registration Required: \$0.00

Department Name: Appraisal

Fund Name: Reappraisal

Additional Comments: Meals \$375 Mileage \$322
Registration paid and applied from 2015 course

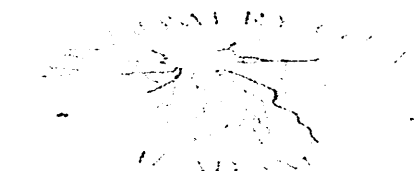
To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 11/2/15 reimbursement of actual and necessary expenses in the
approximate amount of \$697.00 and advance registration of \$0.00 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>\$1,644.98</u>
Budget Available:	<u>\$28,355.02</u>
Current Requests:	<u>\$697.00</u>
Budget Balance:	<u>\$27,658.02</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/27/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

AGENDA

NOV - 2 2015

Date: October 27, 2015
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Huntsville, AL
Departure Date: November 4, 2015 Return Date: November 5, 2015
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: AAAO Mid-Winter planning meeting

Traveler (s) Name: 1. Donna Raney 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$292.35 Advance Registration Required: \$0.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Meals: \$75 Mileage: \$217.35 Hotel: \$0/Donna R. will be staying with family
Donna R. is on the planning committee for the AAAO conferences.

TOTAL EST. COST: \$ 292.35

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 11/2/15 reimbursement of actual and necessary expenses in the
approximate amount of \$292.35 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>120-51985.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$1,644.98</u>
Budget Available:	<u>\$28,355.02</u>
Current Requests:	<u>\$989.25</u>
Budget Balance:	<u>\$27,365.77</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/27/2015

cc: Finance Director / Buyer

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 11

DEPARTMENT:	County Comm Appropriat	REVIEWED:	S. Thomas	10/19/2015
DATE:	10/19/2015		Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Transfer to Sheriff's Fund	001-62100.62749	0	25,000	25,000
Donation Revenue	001-40000.47701	(134,500)	(25,000)	(159,500)
TOTAL		(134,500)	0	(134,500)

JUSTIFICATION:

Transfer to the Sheriff's Fund for the following programs and events:

- Deputy Dave Day, a community outreach program
- Easter Egg Hunt & Local Hospital Visit to Sick Children
- Youth Fishing rodeo
- Show and Tell Summer Camp
- Halloween Trick-or-Treat Event
- Christmas Collection for the Needy
- National Night Out
- Senior Fishing Rodeo
- Neighborhood Watch Programs

NOV - 2 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 12

DEPARTMENT: County Comm Appropriat REVIEWED: S. Thomas 11/2/2015
 DATE: 11/2/2015 Finance Director Date
 REQUESTED BY: Donald L. Mims APPROVED: _____
 Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Newtown Mission	001-56701.498	0	2,500	2,500
Donation Revenue	001-40000.47701	(159,500)	(2,500)	(162,000)
TOTAL		(159,500)	0	(159,500)

JUSTIFICATION:

Budget funding to Newtown Mission for missing and exploited individual awareness.

NOV - 2 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	District Attorney	REVIEWED:	S. Thomas	10/20/2015
DATE:	10/19/2015		Finance Director	Date
REQUESTED BY:	Daryl D. Bailey	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Salaries	775-56120-110	518,754	26,614	545,368
Retirement	775-56120-121	56,340	2,345	58,685
Health Insurance	775-56120-122	87,780	7,980	95,760
Life Insurance	775-56120-123	870	54	924
Social Security	775-56120-124	39,696	2,037	41,733
Workers Compensation	775-56120-125	5,192	267	5,459
Child Support Reimbursement	775-40000-44284	(820,027)	(39,297)	(859,324)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(111,395)	0	(111,395)

JUSTIFICATION:

To increase the revenue and expense budgets for a new Case Manager I position approved by the State of Alabama.

NOV - 2 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Sheriff	REVIEWED:	S. Thomas	10/20/2015
DATE:	10/20/2015		Finance Director	Date
REQUESTED BY:	Derrick Cunningham	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Motor Vehicles	001-52110.551	550,000	45,000	595,000
Town of Pike Road Contribution	001-40000.44916	0	(45,000)	(45,000)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		550,000	0	550,000

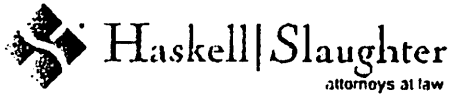
JUSTIFICATION:

To increase the Sheriff Motor Vehicle Budget for a \$45,000 contribution from the Town of Pike Road for the purchase of a vehicle.

REQUEST NUMBER 2

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Other Law Enforcement Supplies	001-52110.219	178,316	68,000	246,316
Motor Vehicles	001-52110.551	595,000	32,748	627,748
Insurance from Property Damage	001-40000.47311	0	(13,122)	(13,122)
Fund Balance	001.35900		(87,626)	
TOTAL		773,316	0	860,942

To increase the Sheriff motor vehicle budget for proceeds from insurance on wrecked vehicles. (\$19,626 received in FY 2015 and \$13,122 received in FY 2016). In FY 2015 the Sheriff had available budget of \$68,000 for the purchase of vehicle supplies and accessories that could not be completed because of the contract expiration. A carryover of the funds is needed.



Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
T. 334 265 8573 | F. 334 264 7945

MEMORANDUM

October 21, 2015

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Agreement of Settlement, Compromise and Release for the Capital City
Plume Proposed Superfund Site

TTG

I have reviewed your Memorandum dated October 20, 2015, along with the Agreement of Settlement, Compromise, and Release for the Capitol City Plume Proposed Superfund Site which has been executed by Knox Kershaw, Inc. and the City of Montgomery.

It is my opinion that this agreement appears to be in order and will be binding on all parties if executed.

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

50051-317

CAPELL & HOWARD^{PC}
ATTORNEYS AT LAW
MONTGOMERY • OPELIKA / AUBURN

Henry H. Hutchinson
(334) 241-8070 Direct
(334) 241-8270 Direct Fax
hh@chlaw.com

October 19, 2015

Via Hand Delivery

Kimberly O. Fehl, Esq., City Attorney
City of Montgomery
City Hall
103 N. Perry Street
Montgomery, AL 36104

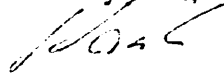
Re: Knox Kershaw, Inc.
Downtown Environmental Alliance

Dear Kim:

Enclosed are two copies of Agreement of Settlement, Compromise, and Release for the Capital City Plume Proposed Superfund Site, which have been executed by Knox Kershaw, Inc. Also enclosed is KKI's check in the amount of \$10,000. Please have the other parties to the Agreement execute both copies and return one fully executed counterpart to me.

This payment is made by KKI, not because of any fault or participation by it in the Capital City Plume matter, but because of KKI and Knox Kershaw's desire to assist the City in resolving the issues raised by, and difficulties resulting from, that matter.

Sincerely yours,



Henry H. Hutchinson

HHH:nm
Enclosures

cc: Mr. Knox Kershaw

4848-3758-6473.v1

150 SOUTH PERRY STREET (36104), POST OFFICE BOX 2069, MONTGOMERY, ALABAMA 36102-2069
334 241 8000 tel 334 323 8888 fax www.capellhoward.com

**AGREEMENT OF SETTLEMENT, COMPROMISE, AND RELEASE
FOR THE CAPITOL CITY PLUME PROPOSED SUPERFUND SITE**

This Agreement of Settlement, Compromise, and Release for the Capitol City Plume Proposed Superfund Site ("Settlement Agreement") is made and entered into this ____ day of October, 2015, by and between Knox Kershaw, Inc. ("KKI") and The Advertiser Company ("Advertiser"), City of Montgomery ("City"), the Montgomery County Commission ("County"), the State of Alabama ("State"), and the Water Works & Sanitary Sewer Board of the City of Montgomery ("Water Board"), collectively the Downtown Environmental Alliance ("Alliance"), (hereinafter referenced collectively as the "Settling Parties" or "Parties") on the following terms and conditions:

WHEREAS, the Alliance anticipates entering into an Agreement ("ADEM Agreement") with the Alabama Department of Environmental Management ("ADEM") with respect to the Capitol City Plume Proposed Superfund Site in Montgomery, Alabama, United States ("Capitol Site");

WHEREAS, pursuant to the anticipated ADEM Agreement, the Alliance members will agree to perform certain work at the Site ("the Work");

WHEREAS, the Alliance has reached a tentative agreement with the United States Environmental Protection Agency ("EPA") regarding EPA's claim for past costs at the Capitol Site ("EPA Past Costs Settlement") pursuant to Section 107 of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9607;

WHEREAS, once the Alliance executes the ADEM Agreement and EPA Past Costs Settlement, and EPA and ADEM execute a Memorandum of Agreement regarding the Capitol Site ("MOA"), the Alliance anticipates that regulatory oversight of the Capitol Site will be transferred from EPA to ADEM and all future Work by the Alliance at the Capitol Site will be performed under the oversight of ADEM;

WHEREAS, KKI, pursuant to and subject to this Settlement Agreement, will pay a fixed and specific sum to the Alliance to fully and completely settle its potential liability for Covered Matters at the Capitol Site, including any future final remedy for the Capitol Site;

WHEREAS, the Settling Parties deny all liability at the Capitol Site, and except as provided herein, reserve all rights and claims;

NOW, THEREFORE, in consideration of the foregoing, the Settling Parties mutually agree as follows:

1. Definitions.

As used in this Settlement Agreement, all defined terms shall have the meanings set forth below:

1.1. CERCLA shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq. The terms "Remedy," "Remedial Action," "Removal," "Response," "Release" and "Hazardous Substance" shall have the meanings assigned to such terms in Section 101 of CERCLA, 42 U.S.C. § 9601;

1.2.1 Subject to Section 1.2.2 below, **Covered Matters** shall mean any and all claims by any party against for the following:

(a) all past, present, and future Response Costs incurred or to be incurred by the Alliance, EPA, ADEM, and any other person for the Capitol Site relating to Releases of Hazardous Substances in groundwater at the Capitol Site. Covered Matters shall include claims for money damages, equitable relief, and/or contribution brought pursuant to any federal or state statute, regulation, or common law;

(b) all past, present, and future Response Costs incurred or to be incurred to comply with the ADEM Agreement;

(c) all Response Costs to comply with potential Future Orders (as defined below) or judicially or administratively approved settlements for the liability described in 1.2.1(a) above; and

(d) third-party claims arising out of the Alliance's implementation of any past, present, or future remedial actions or Future Orders or judicially or administratively approved settlements for the liability described in 1.2.1(a) above;

1.2.2 Covered Matters shall not mean:

(a) any claims or costs relating to the enforcement of this Settlement Agreement;

(b) any and all claims for natural resource damages related to the Capitol Site under 42 U.S.C. §§ 9607(a)(C) and 9607(f), or any similar federal, state or local law, regulation or ordinance regarding natural resources;

(c) any and all claims for toxic torts, personal injury, or property damage;

(d) criminal liability;

(e) liability for any indoor air contamination;

(f) claims of any nature related to any facility or site other than the Capitol Site, including any soil, soil vapor, or groundwater contamination unrelated to the Capitol Site, at any facility or former facility of KKI; and

(g) claims by any third party against KKI for contractual indemnity or related to KKI's insurers;

1.3 Downtown Environmental Alliance ("Alliance") shall mean the Alliance Members including: The Advertiser Company ("Advertiser"), the City of Montgomery ("City"), the Montgomery County Commission ("County"), the State of Alabama including the Alabama Law Enforcement Agency ("ALEA") as successor-in-interest to the Alabama Department of Public Safety, the Alabama Department of Education ("Education"), the Alabama Department of Post-Secondary Education, the Alabama Department of Transportation ("ALDOT"), and the Water Works & Sanitary Sewer Board of the City of Montgomery ("Water Board");

1.4 Future Orders shall mean an EPA or ADEM order that requires the Alliance to incur any Response Costs to the extent such Response Costs are to address the release of Hazardous Substances identified through the environmental investigation at the Capitol Site, excluding contamination at any current or former facility of KKI, other than soil, soil vapor, and/or groundwater contamination within the area of the Capitol Site;

1.5 Capitol City Plume Proposed Superfund Site or Capitol Site shall mean the Capitol City groundwater plume as defined in the ADEM Agreement, attached herein as Appendix 1;

1.6 RCRA shall mean the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§6901, et seq.;

1.7 Response Costs shall mean past and future costs, including investigative and administrative costs; the obligation to perform any Removal and Remedial Action; costs of operation, maintenance and monitoring of any Removal or Remedial Action; costs of government agency oversight of any Removal or Remedial Action; and any other costs of complying with any directive, order or requirement of a federal or state agency in connection with the Capitol Site;

1.8 Settlement Amount shall mean that total amount listed in Section 4.1 which has been agreed upon between and the Alliance to fully resolve KKI's liability with respect to Covered Matters;

1.9 Settling Entity shall mean Knox Kershaw, Inc., an Alabama corporation with its headquarters located at 11211 Trackwork Street, Montgomery, Alabama 36117;

1.10 Settling Parties or Settling Party shall mean KKI and the Alliance, individually or collectively;

1.11 State shall mean the State of Alabama, as well as all of its agencies, divisions, and departments, including but not limited to the Alabama Department of Education, Alabama Department of Post-Secondary Education, Alabama Department of Transportation, and

Alabama Law Enforcement Agency as successor-in-interest to the Alabama Department of Public Safety.

2. Purpose.

The terms of this Settlement Agreement shall control the manner and means by which the Settling Parties will settle claims and causes of action by and among each other for the Covered Matters pursuant to CERCLA, RCRA, and other federal and state statutory and common law.

3. Nature of Settlement Agreement.

The Settling Parties acknowledge that the consideration tendered and received herein, the promises, undertakings and agreements made, and the execution of this Settlement Agreement, are in compromise and settlement of disputed claims and are not admissions of liability on the part of any of them, and that each of the Settling Parties is willing to perform its obligations hereunder for the purpose of resolving their differences and to avoid the burden and expense of protracted litigation relating to the Covered Matters. Neither this Settlement Agreement, nor any performance hereunder by any Settling Party, shall create any rights on behalf of any other person or entity not a party hereto. Notwithstanding the foregoing, this Settlement Agreement shall be fully admissible in any proceeding to enforce the Settling Parties' rights and obligations hereunder. Nothing herein shall be deemed to create a partnership or joint venture and/or principal and agent relationship between or among the Settling Parties.

4. Payment by Settling Entity.

4.1 Payment by KKI. In settlement of the Covered Matters, and in consideration of the mutual undertakings and benefits in this Settlement Agreement, KKI shall pay the Alliance the sum of \$10,000 ("Settlement Amount") no later than fourteen (14) days after notice is given to KKI of the complete execution of the ADEM Agreement, the EPA Past Costs Settlement, and the MOA. Payment of the Settlement Amount shall be in U.S. Dollars by check made payable to the City of Montgomery for the benefit of the Alliance.

4.2 Payment Not Penalty. The payment made by KKI is intended by KKI to represent KKI's contributions to the Covered Matters and is not a penalty or monetary sanction.

5. Releases, Certification, Assignments, Covenants Not to Sue, and Contribution Protection.

5.1 Alliance Members' Release and Covenant Not to Sue. Upon the Alliance's receipt of the Settlement Amount, the Alliance Members release, forever discharge, and covenant not to sue KKI, its parents, subsidiaries, affiliates, directors, officers or employees in any capacity, shareholders, agents, successors or assigns for Covered Matters.

5.2 Settling Entity's Release and Covenant Not to Sue. Upon the parties' execution of this Settlement Agreement, and the complete execution of the ADEM Agreement,

the EPA Past Costs Settlement, and the MOA, KKI releases, forever discharges, and covenants not to sue the Alliance Members, their parents, subsidiaries, affiliates, directors, officers or employees in any capacity, shareholders, agents, officers, successors or assigns for Covered Matters.

5.3 Effectiveness of Releases. The release in Section 5.1 will be effective upon the Alliance's receipt of KKI's full payment of the Settlement Amount as provided in Section 4.1. The release in Section 5.2 will be effective upon the parties' execution of the Settlement Agreement and the complete execution of the ADEM Agreement, the EPA Past Costs Settlement, and the MOA.

5.4 Reservations, Limitations. In construing the scope of the releases granted in Sections 5.1 and 5.2 above, the following reservations and limitations shall apply:

(a) Nothing in this Settlement Agreement is intended to release the joint and several liability of any person or private or public entity at the Capitol Site who is not a Settling Party under this Settlement Agreement;

(b) The Settling Parties agree that compliance with the terms of this Settlement Agreement shall satisfy the claims of the Settling Parties against one another only for Covered Matters and that the Alliance intends to reserve all claims and actions against non-participants, including without limitation, all claims and actions assigned by KKI pursuant to this Settlement Agreement;

(c) KKI agrees that it is settling for only the persons and entities included in the definition of Settling Entity; and

(d) Each Settling Party expressly reserves the right to take such actions as against any other Settling Party as may be necessary to enforce this Settlement Agreement.

5.5 Assignments. In consideration of the mutual undertakings and benefits in this Settlement Agreement, KKI hereby assigns to the Alliance any and all claims, defenses and remedies of KKI against any other persons or public or private entities arising out of Covered Matters, except for (a) past, present or future claims against any person or entity relating to insurance coverage or for contractual indemnity with respect to KKI's alleged liability with respect to the Covered Matters, and/or (b) claims arising out of any failure of KKI to comply with the terms of this Settlement Agreement. The Settling Parties intend through this assignment to enable the Alliance to recover fully as allowed by law against such parties. KKI agrees to provide such reasonable cooperation and assistance to the Alliance as is necessary to effectuate the intent of this Section 5.5. KKI shall neither have nor incur litigation costs or attorney's fees regarding the assigned claims, nor share in any recoveries under this Section 5.5.

6. Confidentiality of this Settlement Agreement and Shared Information.

(a) To the extent allowed by law, each Settling Party agrees that this Settlement Agreement, its terms, and all shared information received from any Settling Party, its counsel or technical consultants pursuant to this Settlement Agreement, shall be held in strict confidence by the receiving Settling Party and that this Settlement Agreement, its terms, and such shared information shall be used only in connection with conducting such activities as are necessary and proper to carry out the purposes of this Settlement Agreement. Nothing herein is intended to negate or alter any confidentiality agreements between the Settling Parties entered into before the effective date of this Settlement Agreement.

(b) If the terms of this Settlement Agreement or such shared information becomes the subject of an administrative or judicial order, or public records request requiring disclosure of such information by a Settling Party, where the information will be unprotected by confidentiality obligations, the Settling Party may satisfy its confidentiality obligations hereunder by notifying the other Settling Parties.

(c) Each Settling Party shall take all necessary and appropriate measures to ensure that any person or private or public entity that is granted access to the terms of this Settlement Agreement or any shared information or that participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with this Settlement Agreement, is familiar with the terms of this Settlement Agreement and complies with such terms as they relate to the duties of such person or entity.

(d) The Settling Parties intend by this Section 6 to protect from disclosure the terms of this Settlement Agreement.

(e) The confidentiality obligations of the Settling Parties under this Section 6 shall remain in full force and effect, without regard to whether potential actions arising out of the Covered Matters are terminated by final judgment, and shall survive any termination of this Settlement Agreement. The provisions of this Section 6 shall not apply to information which is now or hereafter becomes public knowledge without violation of this Settlement Agreement, which is sought and obtained from a Settling Party pursuant to applicable discovery procedures and not otherwise protected from disclosure or which is required to be disclosed pursuant to any applicable open records law.

(f) Information subject to the confidentiality provision of this Section 6 shall be governed for purposes of admissibility in any later litigation by Rule 408 of the Federal Rules of Evidence. Each Settling Party agrees that the purposes of the confidentiality provisions are to prevent dissemination of the terms of this Settlement Agreement to persons who are not parties to this Settlement Agreement and to restrict the admissibility of this Settlement Agreement and shared information. Each Settling Party further agrees that the receipt and knowledge of the terms of this Settlement Agreement or any shared information pursuant to this Settlement Agreement shall not be the basis for disqualification of any person from participation in any

subsequent administrative or legal proceeding, including litigation for Recovery of Response Costs.

(g) Nothing in this Section 6 is intended to prohibit the sharing of information with a Settling Party's insurers for the purpose of obtaining coverage for a Settling Party's costs. All information provided to an insurer is subject to the confidentiality provisions of this Section 6.

7. Denial of Liability and Reservation of Rights.

Except as expressly provided by the terms of this Settlement Agreement, this Settlement Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of fact, law, responsibility, liability or fault, a waiver or release of any right or defense not specifically enumerated, or an estoppel against any Settling Party, by Settling Parties as among themselves, or by any other person not a Settling Party.

8. Insurance.

The Settling Parties do not intend hereby to make any Settlement Agreement that will prejudice any Settling Party with respect to its insurers and, by entering into this Settlement Agreement, anticipate that the actions taken pursuant to this Settlement Agreement will benefit such insurers.

9. Successors and Assigns.

This Settlement Agreement shall be binding upon the successors and assigns of the Settling Parties. No assignment or delegation by a Settling Party of its obligations under this Settlement Agreement or of this Settlement Agreement will release the assigning Settling Party without the prior written consent of the other Settling Parties, which consent will not be unreasonably withheld so long as it does not prejudice the other Settling Parties' rights under the Settlement Agreement.

10. Advice of Counsel.

No Settling Party, or representative or counsel for any Settling Party, has acted as counsel for any other Settling Party with respect to such Settling Party entering into this Settlement Agreement, except as expressly engaged by such Settling Party with respect to this Settlement Agreement, and each Settling Party represents that it has sought and obtained any appropriate legal advice it deems necessary prior to entering into this Settlement Agreement. This Settlement Agreement has been negotiated on behalf of the parties by and with the advice of legal counsel and no general rule of contract construction requiring an agreement to be more stringently construed against the drafter or proponent of any particular provision will be applied in the construction or interpretation of this Settlement Agreement.

11. Necessary Authorizations.

The Settling Parties warrant to each other that all necessary authorizations and all other actions have been taken such that execution, delivery and performance of this Settlement Agreement and all other actions taken or to be taken in connection with this Settlement Agreement have been fully authorized.

12. Notice.

All communications or notices to each Settling Party under this Settlement Agreement shall be in writing sent to the respective Settling Party's designated representative as set forth on the Settling Party's signature page ("Signature Page"). Any Settling Party may change its designated representative upon notice to the other. Any such notice shall be sent by U.S. Mail, return receipt requested, or by overnight courier service, with confirmation of delivery. Notice shall be effective two days after sending.

13. Effective Date.

The effective date of this Settlement Agreement shall be the date stated in the first paragraph of the recitals above.

14. Amendments.

No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Settlement Agreement will be effective unless evidenced by an instrument in writing signed by all of the Settling Parties.

15. Severability.

If any provision of this Settlement Agreement is deemed invalid or unenforceable, the balance of this Settlement Agreement shall remain in full force and effect.

16. Separate Documents.

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Applicable Law.

For purposes of enforcement or interpretation of the provisions of this Settlement Agreement, the Settling Parties agree that the laws of the State of Alabama shall be applicable, except to the extent the Settling Parties agree, or a court determines federal law applies to questions arising under CERCLA or RCRA. The Settling Parties further agree not to contest

personal jurisdiction in the United States District Court for the Middle District of Alabama with respect to litigation brought for such purposes.

18. Entire Agreement.

This Settlement Agreement embodies the entire agreement and understanding of the Settling Parties with respect to the subject matter herein, and supersedes any and all prior agreements, arrangements and understandings entered into with respect to the subject matter herein.

[SIGNATURE PAGE FOLLOWS]

**SETTLEMENT AGREEMENT BETWEEN KNOX KERSHAW, INC. AND
THE DOWNTOWN ENVIRONMENTAL ALLIANCE**

SIGNATURE PAGE

IN WITNESS WHEREOF, the Settling Parties hereto enter into this Settlement Agreement. Each person signing this Settlement Agreement represents and warrants that he or she has been duly authorized to enter into this Settlement Agreement by the Settling Party or entity on whose behalf it is indicated that the person is signing.

Downtown Environmental Alliance

Member: The Advertiser Company

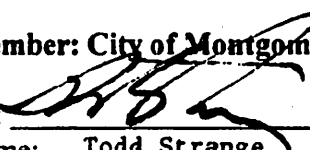
By: _____
Name: _____

Dated: October __, 2015

Authorized Representative for Notice:

Name: _____
Address: _____
Phone: _____
Fax: _____
E-mail: _____

Member: City of Montgomery

By:  _____
Name: Todd Strange

Dated: October 20, 2015

Authorized Representative for Notice:

Name: Kim Fehl
Address: Post Office Box 1111, Mtgy, AL 36101-1111
Phone: (334) 625-2050
Fax: (334) 625-2310
E-mail: kfehl@montgomeryal.gov

Member: Montgomery County Commission, Alabama

By: _____
Name: _____

Dated: October __, 2015

Authorized Representative for Notice:

Name: _____
Address: _____
Phone: _____
Fax: _____
E-mail: _____

Member: State of Alabama

By: _____
Name: _____

Dated: October __, 2015

Authorized Representative for Notice:

Name: _____
Address: _____
Phone: _____
Fax: _____
E-mail: _____

Member: Water Works & Sanitary Sewer Board of the City of Montgomery

By: _____
Name: _____

Dated: October __, 2015

Authorized Representative for Notice:

Name: _____
Address: _____
Phone: _____
Fax: _____
E-mail: _____

Settling Entity

Knox Kershaw, Inc.

By: *Knox Kershaw*
Name: Knox Kershaw

Dated: October 13th, 2015

Authorized Representative for Notice:

Name: Knox Kershaw
Address: 11211 Trackwork Street
Montgomery, AL 36117
Phone: (334) 387-5669
Fax: (334) 270-0008
E-mail: knox@knoxkershaw.com

MEMORANDUM OF AGREEMENT
Among
MONTGOMERY COUNTY PUBLIC SCHOOLS
CITY OF MONTGOMERY
MONTGOMERY COUNTY COMMISSION
And
MONTGOMERY COUNTY DISTRICT ATTORNEY

WHEREAS, the parties, believe that education of young people is a priority in the safety and development of our community.

WHEREAS, the parties believe that, with the cooperation of all agencies mentioned, the student dropout rate can be decreased, hence enhancing the educational development of our youth.

WHEREAS, the parties recognize that suspensions and truancy have a direct correlation to the dropout rate.

WHEREAS, for several years, Montgomery Public Schools (MPS), the City of Montgomery (CITY) and the Montgomery County Commission (COUNTY) have partnered with the Montgomery County District Attorney's Office (DA) which includes Helping Montgomery Families Initiative (HMFII), to assess and address the issues of student behavior and attendance, collecting data for making improvements.

NOW, THEREFORE, desiring to continue and expand the efforts, and pursuant to the laws of the State of Alabama, especially Section 16-28-12 of the Code of Alabama, the parties hereby desire and determine to enter into this agreement to more efficiently and effectively utilize our resource toward that end.

ARTICLE I.
TERMS

Section 1.1 This Agreement shall be for one year commencing October 1, 2015 and ending September 30, 2016. This Agreement may be terminated by any party providing thirty days written notice or at any time by mutual written consent of all parties.

Section 1.2 The CITY, COUNTY and MPS will provide support and funding to the DA to continue the existing HMFII suspension and truancy programs. Monies will be utilized solely to pay HMFII expenses such as staff salaries, benefits, travel (reimbursed at the federal reimbursement rate), and materials, including office supplies, postage, radio/cell phones and printing and any other expenses deemed necessary from the DA.

Section 1.3 The DA will employ staff to perform activities and duties as described under roles and responsibilities in this document. The staff will be employees of the DA's HMFII program under the direction and supervision of the Executive Director. The HMFII Director will work in

partnership with the MPS Office of Learning Supports and any other school official as designated by the MPS Superintendent, to ensure that action steps identified within the body of this Agreement are executed. The DA shall be totally responsible for, and shall have exclusive control over, the management and disbursement of all such monies received under this agreement.

ARTICLE II. **ROLES AND RESPONSIBILITIES**

Section 2.1 The CITY of Montgomery agrees to:

- Support and fund HMFI in an amount of \$125,000
- Support truancy efforts of MPS

Section 2.2 The COUNTY of Montgomery agrees to:

- Support and fund HMFI in the amount of \$100,000
- Support truancy efforts of MPS
- Provide adequate space, utilities and security for the HMFI staff

Section 2.3 MPS agrees to:

General

- Support and fund HMFI in an amount of \$100,000

Truancy

- Require schools to generate through INOW and mail the initial letter to notify parents of the Alabama Compulsory School Attendance Law at the first unexcused absence
- Provide HMFI with weekly CSV files containing a list of students with unexcused absences for the preceding week and a list of students receiving a compulsory attendance letter
- Pay postage and mail DA/HMFI attendance alert letter
- Continue to monitor school personnel regarding the proper implementation of guidelines on attendance and discipline data entry in the INOW system
- Monitor unexcused absence rates
- Assign District Resource Officers (DROs) responsible for attendance
- Provide professional development for data entry personnel on INOW and all other attendance policies and procedures
- Monitor and spot check schools' attendance data to make sure it is in alignment with MPS policies
- Utilize school messenger to alert parents/guardians of the child's absence from school that day to include language that informs parent/guardian (s) of the three day window to submit an excuse upon a student's return to school
- Identify students who meet criteria for truancy
- Make home visits to parent/guardian(s) of truant students

- Serve parent/guardian(s) with the written parental notification of the Alabama Compulsory Attendance Law (DROs)
- Assist with coordination of all attendance related programs
- Mail Early Warning Notices to parent/guardians
- Link students and families to services within MPS and the community
- File affidavits with Juvenile Court as necessary
- Attend court as necessary and required
- Compile annual report on truancy data

Suspensions

MPS administrative staff will use the tiered services approach for behavior intervention for all students. Any student who receives four out-of-school suspensions for any discipline infraction will be brought before the Problem Solving Team (PST) for determination of referral to HMFI for additional intervening strategies to improve behavioral success. Relevant student demographics and data will be transferred to the HMFI Executive director for services.

<u>Behavior Offenses</u>	<u>Services</u>
Tier I – First suspension	School-wide Discipline Plan Corrective strategies HMFI letter
Tier II – Second and third suspension	School-wide Discipline Plan Corrective Strategies Problem Solving Team Group/Individual Counseling Peer Mediation Special Education Services Behavior Interventionist
Tier III – Fourth and subsequent suspensions and other selected due process cases	School-wide Discipline Plan Corrective Strategies Problem Solving Team Behavior Analysis Behavior Intervention Center Special Education Services District Resources HMFI

Additionally MPS agrees to:

- Identify students who meet criteria for referral to HMFI
- Provide HMFI with student files of referred students including MPS intervention documentation
- Provide HMFI with weekly CSV files with a list of suspended students after the first suspension
- Participate with HMFI Multi-Disciplinary Team (MDT)
- Continue to monitor school personnel regarding the proper implementation of guidelines on discipline data entry in the INOW system

- Monitor discipline issues and suspension rates
- Provide professional development for data entry personnel on INOW other data entry procedures for discipline infractions
- Monitor and spot check schools' discipline data to make sure it is in alignment with MPS policies
- Assist with coordination of all attendance related programs
- Attend court as necessary and required
- Compile annual report on suspension data

Section 2.4 The DA agrees to:

General

- Support and fund HMFJ in an amount of \$75,000
- Provide oversight of all HMFJ staff
- Support MPS' truancy efforts
- Provide to the Office of Learning Supports quarterly activity and financial reports including quantitative and qualitative impact data.
- Comply with the Title VI of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

Truancy

- Generate the DA/TIP Alert letter to parents/guardians of students at risk after the 2nd unexcused absence from a listing provided by Student Support Services
- Coordinate Early Warning (EW) meetings with Juvenile Court and in coordination with MPS
- Work in coordination with the Office of Learning Supports to compile an annual report for all stakeholders
- Work in coordination with the Office of Learning Supports in the presentation of the annual report for all stakeholders

Suspension

- Send a warning letter to parents after the first suspension from weekly list provided by MPS
- Make contact with parents/guardians of referred students
- Send assessment letters for referred students
- Conduct home visits and complete comprehensive assessments utilizing the North Carolina Family Assessment Scale-G, a nationally recognized evidence based tool to identify specific needs that may prevent a student from behaving appropriately in a learning environment when contact is made
- Utilize a Multi-Disciplinary approach and team for the purpose of interagency information sharing and development of Individualized Intervention Plans (IIP)
- Link student and families through the IIP to services within the community

- Maintain community partnerships that serve as referral sources for students and families
- Monitor parents/guardians compliance with the IIP
- Notify MPS Office of Learning Supports when program has reached its capacity for serving students and families
- Contact service providers within the community and MPS to determine students/families level of compliance with services
- Monitor student's behavior and progress through bi-weekly contact with parents/guardians
- Complete the NCFAS-G with families that successfully complete the program

ARTICLE III. **OUTCOMES & EVALUATION**

Section 3.1 Outcomes.

The HMFI Director and Office of Learning Supports will jointly oversee the monitoring and evaluation of the following program outcomes.

- (1) Improved tracking of absences
- (2) Earlier identification of students at risk for truancy
- (3) Increased awareness of underlying causes of truancy
- (4) Increased use of interventions to address barriers to attendance
- (5) Improved community awareness of importance of school attendance
- (6) Decrease in filings of truancy affidavits
- (7) Decreased numbers of suspension for students completing the program
- (8) Decreased number of unexcused absences
- (9) Annual evaluation of program effectiveness

Section 3.2 Monitoring. The 2014-15 unexcused absence reports for schools will be utilized as the baseline rate for unexcused absences. Unexcused absence reports generated through INOW for the 2015-2016 school year will be compared with the 2014-2015 baseline data. The rate of unexcused absences for each school, factoring in year-to-year enrollment changes, will be compared. The number of initial letters notifying parents of the Alabama Compulsory School Attendance law sent by each school will be monitored and compared to the number of students with unexcused absences. The Truancy Tracking generated through INOW will serve as the method to monitor specific steps taken to address truancy for each student by the DRO. HMFI will utilize an internal database to capture all interventions and families linked to services within the program.

Section 3.3 Reporting. The Office of Learning Supports will provide to the HMFI Executive Director, weekly reports detailing district-wide truancy and suspension activity. The HMFI Executive Director will provide to the Office of Learning Supports:

- Quarterly reporting of number of assessments administered with the North Carolina Family Assessment Scale-G, number of students referred to program partners and data reporting student and family compliance with partner programs, including attendance and participation
- Quarterly reporting of closed cases

- Numbers of family IIPs on a monthly basis:

ARTICLE IV. GENERAL PROVISIONS

Section 4.1 Confidentiality. All parties will maintain the confidentiality of student and family information in accordance with the Federal Education Rights Privacy Act, HIPPA and other regulations governing privacy and to share said information only with agreed upon parties as allowed by law.

Section 4.2 Criminal Background Checks. Each person employed by the DA under this Agreement shall pass a criminal background check. The DA will be responsible for the criminal background clearances for HMFI staff.

Section 4.3 Notice. Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when either (1) hand-delivered to the party's representative below, or (2) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to the party's representative below, at the address set forth herein, or at such other address as a party hereto shall have specified by written notice to the other party hereto delivered in accordance herewith.

To MPS:

Margaret T. Allen,
Superintendent
Montgomery Public Schools
307 South Decatur Street
Montgomery, Alabama 36104

To the DA:

Daryl Bailey, Esquire
District Attorney
Office of Montgomery County District
Attorney
100 South Lawrence Street
Montgomery, Alabama 36104

To the City:

Todd Strange
Mayor, City of Montgomery
103 North Perry Street
Montgomery, Alabama 36104

To the County:

Elton N. Dean, Sr.
Chairperson, Montgomery County
Commission
101 South Lawrence Street
Montgomery, Alabama 36104

Section 4.4 Proration. This Agreement is contingent upon there being no declared proration of funding by the State of Alabama. Should MPS be caused to incur any reduction in any funding during the current fiscal year, MPS shall have the option of immediately

terminating this Agreement with no further obligation under this Agreement, as of the effective date of termination.

Section 4.5 Confidentiality of Student Information/FERPA Compliance. The DA acknowledges the need to protect personal identifying information and other information of MPS's students. MPS will ensure that its employees and all persons providing services hereunder will protect all such information from disclosure without the written consent of students and parents/ guardians and will comply with all federal and state laws and regulations pertaining to protection of student information.

More specifically, MPS acknowledges that it has designated HMFI as a "school official" with "legitimate education interests" in the information of students whose records are being shared under the terms of this Agreement, for purposes of the Family Educational Rights and Privacy Act (FERPA). Furthermore, HMFI "acts for" and is an agent of MPS only for the limited purpose of the HMFI's receiving protected information within the bounds of FERPA and other applicable federal law and regulations. Nothing in this Agreement is to be construed as establishing an agency relationship between the HMFI and MPS for any purpose other than as set out in this paragraph. HMFI agrees that it will not use or allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the MPS's FERPA policy contained in the MPS's Code of Student Behavior. HMFI acknowledges that it has obtained and reviewed a copy of this Policy and fully understands the language set forth therein.

Section 4.6 Independent Contractor/ No Agency. It is mutually agreed and understood by the parties to this Agreement that, except as provided in the FERPA Compliance paragraph.

- a. the services of the HMFI are retained on an independent contractor basis.
- b. MPS asserts no control or reserved right of control over the activities of the HMFI or the officers, directors, employees, servants, agents, or subcontractors of the DA.
- c. all officers, directors, employees, servants, agents, and subcontractors of HMFI are selected, employed and terminated exclusively by the DA, shall not be agents or employees of MPS and shall not make a claim for any benefit that is conferred upon an employee of MPS including, but not limited to, status under the Student's First Act
- d. neither party is authorized to act as an agent for, or legal representative of, the other party, and
- e. neither party shall have the authority to assume or create any obligation on behalf of, or in the name of, or binding upon, the other party.

Section 4.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the parties hereto.

Section 4.8 No Assignment. It is expressly understood and agreed that the services provided by HMFI require special expertise. Neither this Agreement nor any duties or obligations under this Agreement shall be assignable or delegable by HMFI unless approved in writing by MPS, such approval to be in the sole discretion of the Board of Education. In the event of

an assignment or delegation by the DA or HMFI without the approval in writing by the BOARD, this Agreement shall automatically become voidable.

Section 4.9 Legal Construction. Should any one or more of the provisions contained in this Agreement for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality or unenforceability shall not affect any of the other provisions of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it. Any ambiguities in this Agreement, or any amendment or exhibit hereto, shall not be resolved against the drafter but shall be construed in accordance with their fair meaning. The parties hereto additionally acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement.

Section 4.10. Choice of Law, Jurisdiction, and Venue. It is expressly agreed and stipulated that this Agreement shall be deemed to have been made and to be performable in the State of Alabama, County of Montgomery, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of Alabama. Venue and jurisdiction (if any) shall be proper only in the Federal and State Courts located in Montgomery, Alabama.

Section 4.11 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the DA, MPS, the CITY and the COUNTY and their respective successors, heirs, or assigns, as the case may be.

Section 4.12 Compliance with Applicable Laws. HMFI will comply with the requirements of applicable law, statutes, ordinances, rules, regulations and orders of all governmental authorities.

Section 4.13 Headings. The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein, and shall be of no effect in the construction of this Agreement.

Section 4.14 Third Parties. Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any rights, licenses, powers, privileges or remedies. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty of a party hereto to a non-party to this Agreement.

Section 4.15 Survival. The representations, warranties and covenants contained or made in the Agreement shall survive the termination of this Agreement, and the performance of the work contemplated by this Agreement.

Section 4.16 Waiver. The waiver by a party hereto of a breach or violation, of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent or other breach or violation of that provision, or of any other provision(s) of this Agreement.

Section 4.17 Default. It shall be an event of default hereunder if either party breaches a term or provision of this Agreement and fails to cure such breach within fourteen (14) days after receiving written notice from the other party of such breach.

Section 4.18 Limitation on Damages. In no event shall MPS or any of its Board members, officers, employees, agents, or servants be liable to the CONTRACTOR for any direct or indirect, special, consequential, or incidental damages or lost profits or punitive damages, arising out of or related to this Agreement, or to the performance of or breach of any provision hereof. Any damages, if otherwise recoverable, shall be limited to the amount then due pursuant to the provisions of this Agreement.

Section 4.19 No Limitation on Immunity or Other Defenses. Nothing in this Agreement may be construed to limit in any way any immunity or defenses afforded to MPS and/or its Board members, officers, employees, agents or servants pursuant to federal or state constitutional, statutory, or common law in the event of a dispute.

Section 4.21 Force Majeure. The parties' obligations under this Agreement are subject to, and neither party shall be liable for, delays or failure to perform caused by or due to fire, flood, water, weather events, labor disputes, power outages, civil disturbances, or any other cause beyond the party's reasonable control.

Section 4.22 Entire Agreement. This Agreement is a complete integration of and supersedes any and all prior understandings, writings, proposals, representations, and/or agreements, both oral and written, between the parties to this Agreement with respect to its subject matter.

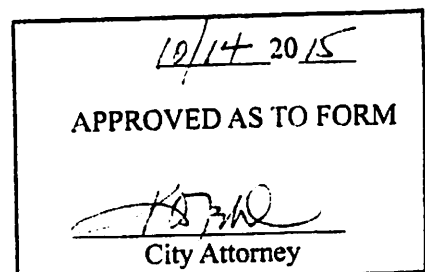
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives who sign below.

MONTGOMERY PUBLIC SCHOOLS

By: Margaret Allen Date: 10-08-15
MARGARET T. ALLEN
Superintendent
307 S. Decatur Street, Montgomery, AL 36104

CITY OF MONTGOMERY

By: Todd Strange Date: 10/15/15
TODD STRANGE
Mayor
103 N. Perry Street, Montgomery, AL 36104



MONTGOMERY COUNTY COMMISSION

By: _____ Date: _____

ELTON N. DEAN, SR.

Chairperson

101 S. Lawrence Street, Montgomery, AL 36104

MONTGOMERY COUNTY DISTRICT ATTORNEY

By: Darryl D. Bailey Date: 10-13-15

DARYL D. BAILEY

District Attorney

251 South Lawrence Street, Montgomery, AL 36104

**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: \$50,000.00 Total: \$50,000.00	5. Effective Dates Begin: 7/15/2015 End: 03/31/2016 Amended	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.

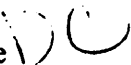
3. **Audit Requirements:** The Administrator and Equipment Recipient agree to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. 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.

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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.

**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.

**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.

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

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

COOPERATIVE AGREEMENT STATE HOMELAND SECURITY GRANT PROGRAM TERMS AND CONDITIONS

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

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. Penn St. Montgomery, Alabama 36104
Phone Number: 334.832.1146
Fax Number: 334.832.7113
Mobile Number: 334.850.1329
E-Mail Address: Derrick.Cunningham@mc-ala.org
Signature: [Signature] Date:

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: ETHE N. LEAN, Jr.
Title: Chairman
Agency Address: 100 S. Lawrence St., Montgomery, AL 36104
Phone Number:
Signature: Date:

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

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

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier
Title: Secretary, Alabama Law Enforcement Agency
Signature: Date:

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

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

I. 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: <u>ELTON N. Dean Sr.</u>	Title: <u>Chairman</u>
Signature: _____	

Initial Here
21-12



General Grant Cooperative Agreement

This Agreement is made and entered into on October 1, 2015 by and between the Mid-South Resource Conservation & Development Council, Inc. and **Montgomery County Commission.**

The Purpose of this agreement is to implement the project as described in the attached application or proposal entitled **Wingard Park In Grady Improvements.**

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

1. The Council Agrees:

- I. To provide \$8000.00 after the execution of this agreement and when the funds become available. No funds will be available until after October 1, 2015 for the above-mentioned project, contingent on funding. Funds are subject to availability based on quarterly appropriations, and are subject to proration if ordered by the State Finance Director.**
- II. To provide other assistance in planning and implementation as requested, needed, available, and agreed to by the Council.**
- III. Payment of grant funds will be made on a reimbursement basis after all items listed from A-G are completed and reported.**

2. The Grantee Agrees:

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

- I. Document the total value of the project in the final report.**
- II. Operate and maintain the project with local resources.**
- III. Allow pre-arranged public tours of the project.**
- IV. Comply with all provisions of the Federal Civil Rights laws and regulations including the displaying of all posters required by Federal Law.**
- V. To spend grant funds only on items included and approved in the project proposal.**
- VI. Sign & document:**
 - a. To return this signed COOPERATIVE AGREEMENT WITHIN 45 DAYS. IF WE DO NOT RECEIVE THIS SIGNED AGREEMENT BACK WITHIN THIS TIME PERIOD WE WILL CONSIDER IT VOID AND REALLOCATE THE FUNDS.**

- b. Submit a one page final completion report, including copies of all invoices and evidence of payment (paid receipts & cleared checks).
 - c. Explain the total "value of the project" in monetary terms in the final report.
 - d. Provide electronic pictures and documentation.
 - e. Notify the RC&D office when the project is ready for pictures 2 weeks prior if possible with elected officials & participants.
 - f. Give credit to the Mid-South RC&D Council on press releases & publications.
 - g. Call or contact the Executive Director Becky Wood @ 334-356-1855 or email to midsouthexecutivedirector@gmail.com with questions relative to spending funds.
- VII. All funding will be distributed on a reimbursement basis. Please note Mid-South RC&D will not reimburse for rent, food, apparel, travel/mileage, drinks or salaries.
- VIII. Complete the project and have the appropriate documentation in our office on or before July 15, 2016. If your project is fully completed according to the identified budget / deliverables and funds are remaining (due to getting items completed under budget) these funds may be moved to another budget item with PRIOR APPROVAL from RC&D and a budget revision....otherwise all unused funds must be returned to the Mid-South RC&D Council.
- IX. Project funds will be LOST OR RE-ALLOCATED IF THE PROJECT BUDGET ITEMS/DELIVERABLES IDENTIFIED IN THE ORIGINAL APPROVED PROJECT ARE NOT FULLY COMPLETED BY JULY 15, 2016. If you will be unable to complete your project by July 15, 2016, please notify Becky Wood @ 334-356-1855 as soon as possible. This should be a rare occurrence! Grantees who have not started or made significant progress on their grant project by July 1, 2016 are SUBJECT TO REVOCATION OF ALL FUNDS.
- Grantees who are not able to utilize the grant funds by July 15, 2016 AND DID NOT NOTIFY Mid-South RC&D Council BY JULY 1, 2016 will not only loose the funds but, may also forfeit their right to participate in future grant programs. THIS IS NEW AND OUT OF OUR CONTROL...REPEAT.....IF YOUR PROJECT IS NOT FULLY COMPLETED ACCORDING TO THE BUDGET/DELIVERABLES IN THE PROPOSAL, YOU WILL LOOSE THE ENTIRE GRANT AMOUNT. WE WILL NOT BE ABLE TO PARTIALLY PAY FOR WHAT YOU MAY HAVE ALREADY SPENT IF THE DELIVERABLES ARE NOT FULLY COMPLETED!!!!!!!!!!**
- X. Notify the Council before starting the project. Send Project updates on the scheduled days below:

1st Update: November 30, 2015

2nd Update- February 28, 2016

3rd Update- June 30, 2016

Final Report and everything on the Project Completion Checklist Due by July 15, 2016

- XI. Give the Local RC&D Council, State of Alabama Public Examiners or its authorized representatives, access to and right to examine all records, books, papers or documents related to this agreement for up to three years after the last grant funds are expended.**
- XII. Provide the Mid-South RC&D Council with a Federal Tax ID number_____.**
- 3. It is mutually agreed:**
- I. This agreement shall become effective on the date appearing in the first paragraph**
- II. The amount granted is \$8000.00.**
- III. This agreement may be revised upon mutual consent of both parties.**
- IV. The Council may take appropriate action to ensure compliance with the terms of this agreement, which may include termination, suspension, or other remedies deemed necessary.**
- V. By signing this agreement you are authorizing Mid-South RC&D Council to use your photos on social media sites and other printed publications. If children are in the photos it is your responsibility to hold and maintain a media release.**

Signatures

Mid-South RC&D Council

Date

Responsible party

Date

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

**Montgomery County Commission
2015 Mid-South RC&D Application Revised Budget**

Objective of Project:

The objective of this project is to provide for additional Community Development by increasing the quality of life of Montgomery County residents in the Wingard Park in Grady Community. By improving the park with the installation of adult fitness equipment, residents will be encouraged to participate in their own fitness routine; reduce barriers to exercise and create healthy, active communities and provides a solution to the growing obesity epidemic through fitness routines accessible to people of all fitness levels. Residents of the Community have expressed interest in fitness opportunities that the installation of this equipment can offer.

PROJECT COST(Revised Budget)

Total Estimated Cost of Project	Grant Amount Requested
\$ 9,526.00	\$ 8,000.00

PROJECT BUDGET (if needed, please include additional pages)

ITEMS WE WILL NOT FUND: SALARIES, RENT, FOOD, APPARELL, TRAVEL/MILEAGE (with some exceptions)

Budget Item(s)	Cost of Item(s) to Purchase	Amount Requested from RC&D
Wingard Park in Grady		
1 Leg Press	\$3,047	\$3,047
1 Chest Press	\$2,921	\$2,921
1 Hand Cycle Machine	\$3,558	\$3,558
Total	\$9,526	\$8,000

Project Timeline 10/1/15 to 7/15/16 (project must be completed no later than August 1, 2016.)

Open Enrollment Period: May 1, 2015– June 30, 2015. Applications will not be accepted after June 30, 2015.

Project beginning Date: October 1, 2015. Funds must be spent and required documentation returned by August 1, 2016.

Grants are paid on a reimbursement basis after required documentation is received.

Remember, application request has to be approved before starting and funds approved are reimbursed when council is provided all receipts and/or cancelled checks. Tax ID will be required before payment can be made. There will also be a "Cooperative Agreement" that will have to be signed if approved and pictures before and after project completion will be needed.

CERTIFICATION

This application is made for the project herein described. I certify that I am familiar with the information submitted in the application, have authority to enter into agreement on behalf of the applicant(s), and do hereby certify to the best of my knowledge and belief, this information is true, complete and accurate.

<u>Elton N. Dean, Sr.</u> Responsible Official Signature	<u>County Commissioner</u> Title	<u> </u> Date
---	-------------------------------------	-------------------------------------

All programs and services of RC&D are offered on a non-discriminatory basis, without regard to race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.

COMMERCIAL EXHIBIT AGREEMENT
ALABAMA NATIONAL FAIR & AGRICULTURAL EXPOSITION, INC.
OCTOBER 30 – NOVEMBER 8, 2015
P.O. BOX 3304, MONTGOMERY, AL 36109-0304
PHONE (334) 272-6831 FAX (334) 272-6835

Name of Exhibitor: Montgomery County Commission
Mailing Address: P.O. Box 1667 Montgomery, AL 36102
Exhibit will be used for: Promote the Montgomery County Commission

Contact: Didi Henry

Whereas, the Alabama National Fair & Agricultural Exposition, Inc., hereinafter, the Fair, a corporation duly organized under the laws of the State of Alabama, expects to install and operate a fair in the City of Montgomery, Alabama for ten (10) days beginning October 30, 2015, and continuing through November 8, 2015; and Whereas, Montgomery County Commission, hereinafter referred to as Exhibitor, desires to lease from Fair, commercial exhibit space for use during the period of the Fair. Now, therefore, the Fair does hereby lease space to Exhibitor, to erect, install and exhibit at the Alabama Agricultural Center & Garrett Coliseum in Montgomery, Alabama, at such location assigned to Exhibitor by the Fair Management. This lease is granted upon the following terms and conditions:

TERMS: EXHIBIT WILL BE ERECTED IN COMMERCIAL EXHIBIT SPACE #96. THE EXHIBITOR AGREES TO PAY FOR ITS ASSIGNED EXHIBIT SPACE THE TOTAL AMOUNT OF \$0.00.

In the event the Exhibitor is unable to obtain liability insurance, liability insurance coverage in the amount required can be purchased through the Fair Office for \$88.00. This coverage is provided through Colonial Insurance Company. Please check the box below if this coverage is needed.

☐ I intend to purchase liability insurance coverage and have enclosed an additional \$88.00 for payment of this coverage.

In addition to the above, Exhibitor agrees to comply with the following additional conditions:

- (1) The Fair will provide one 110 electrical outlet. Any additional electrical requirements must be ordered in advance and paid by Exhibitor.
- (2) The Fair Management will issue to Exhibitor, at no charge, the following tickets:

1 season pass and 20 one time admission tickets

The Fair Management will also issue to the Exhibitor, 2 floor passes per concert so that no more than 2 individuals may remain in its booth on the Coliseum floor. The dates of the concerts planned as of the issue of this agreement are October 31st, November 1st, November 6th, and November 7th but are subject to change. Additional concerts may be added to the Fair's schedule at a later date. The Coliseum floor will be closed one hour prior to each concert and will reopen immediately at the conclusion of each concert. All non-emergency lighting in the Coliseum Arena will be turned off during the concerts including any lighting in booth spaces. No one will be allowed on the Coliseum floor without a pass one hour before the concert or during the concert. Passes will be distributed the day of the concert.

3) EXHIBITOR MUST PURCHASE ANY ADDITIONAL ADMISSION TICKETS TO BE USED FOR MANNING ITS EXHIBIT, OR FOR ENTERING THE FAIR AT ANY TIME DURING FAIR HOURS. ALL EXHIBITORS ARE REQUIRED TO HAVE AN ADMISSION TICKET OR PASS TO GAIN ADMISSION TO THE FAIRGROUNDS; OTHERWISE THE EXHIBITOR WILL HAVE TO PURCHASE A TICKET AT THE GATE. THERE WILL BE NO EXCEPTIONS.

(4) Displays, structures, or other items in exhibit shall not exceed eight (8) feet in height in the back and must not be enclosed on the sides so as not to obscure adjoining booths. This is in the best interest for all exhibitors. Exhibitor will not be permitted to attach items to booth draperies.

(5) All display items, including signs, must be placed within the assigned space and in compliance with Fire Department and all safety regulations.

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- (6) All activities of any Exhibitor must be confined to the space purchased.
- (7) The Fair Management has the right to remove any display or items for sale that the Fair Management deems lewd, crude, or socially unacceptable.
- (8) Any giveaway item, including novelties and literature and all other items of any kind which the Exhibitor plans to distribute, should be submitted to the Fair Office at least thirty (30) days in advance of the opening day of the Fair for approval by the Fair Management. No item of any type may be distributed by an Exhibitor without permission from the Fair Management.
- (9) Exhibitor will not be permitted to distribute bumper stickers or any other item with adhesive front or back without permission from the Fair Management.
- (10) Exhibit space may not be used for any politician, political party or organization, or for any on-the-spot solicitation of funds for any individual, cause or organization.
- (11) Entertainment performances will be held on the Coliseum stage daily. During these or other stage events, all distracting lights must be turned off and any interfering noises must be discontinued.
- (12) Exhibits must be in place and ready by 5 p.m. Thursday, October 29th. For the health, welfare, and safety of all Exhibitors and Fair patrons, and in cooperation with law enforcement directives, exhibits may only be removed starting at 8:00 p.m. on Sunday, November 8th.
- (13) The Fair shall have the right to use or lease the above assigned space if the Exhibitor does not occupy it by 5 p.m. Thursday, October 29th, and the Exhibitor shall forfeit all monies previously paid to the Fair to reserve the exhibit space.
- (14) Over the counter sales will only be permitted by the Fair Management if explicitly provided for in this agreement, and on the conditions established by the Fair Management.
- (15) No subletting of exhibit space by any Exhibitor and only one business or organization per 10'X10' space will be permitted.
- (16) Exhibitor agrees to display, exhibit, advertise or promote only such products or services as specified in this agreement, and only in the space assigned to it, unless otherwise noted in this agreement, or as permitted by the Fair Management.
- (17) Exhibitor agrees to pay all State, County and City license, fees, and taxes required.
- (18) No loud noise will be permitted in any exhibit space, including music being played above an accepted volume level unless approved by the Fair Management. This requirement is for the benefit of every Exhibitor. Violation of this requirement will be cause for the removal of any Exhibit without a refund of any portion of the rental fee. Exhibitor will not be permitted to use speakers or microphones unless approved by the Fair Management.
- (19) The Fair will have security personnel in the exhibit areas and will make every effort to protect Exhibitor's property in these areas; however, **THE FAIR SHALL HAVE NO LIABILITY FOR THEFT OF, OR DAMAGE TO EXHIBITOR'S PROPERTY. NOTE: TUESDAY, NOVEMBER 3RD AND WEDNESDAY, NOVEMBER 4TH ARE TWO UNADVERTISED DAYS THAT PATRONS WILL BE ON THE FAIRGROUNDS STARTING AT 9 AM. ANY ITEMS IN UNMANNED BOOTHS WILL NEED TO BE SECURED FOR THIS REASON.**
- (20) Exhibitors desiring to have a registration for any type of giveaway or contest must obtain prior permission from the Fair Management. Exhibitor must explain all operational details of the giveaway or contest and how the information obtained from contestants will be used. No list of names taken at the Fair may be sold or given away. Giveaways or prizes may be a name brand item but may not advertise for any other business or representative. Minimum age for drawings is 19 years of age.
- (21) Changes in this agreement must be in writing and approved by the Fair Management. The Fair is under no obligation to approve requested changes.
- (22) The Exhibitor shall not at any time install or operate, or carry on, directly or indirectly, either by Exhibitor or through Exhibitor's agents or employees, anything which is in violation of federal, state, or local law.
- (23) If at any time in the opinion of the Fair Management, exhibit is found to be detrimental to the interests of the Fair, the Exhibitor shall, upon demand, immediately remove its exhibit from the fairgrounds at Exhibitor's expense.
- (24) If a violation of the terms of this contract occurs, the Fair Manager shall have the right to VOID THIS AGREEMENT, AND CLOSE THE EXHIBIT without recourse.
- (25) To the extent permitted by law, the Exhibitor agrees to hold harmless, to indemnify and to defend the Alabama National Fair and Agricultural Exposition, Inc., its officers, directors, and employees; the Kiwanis Club of Montgomery, its officers, directors, and members; the City of Montgomery, AL; the County of Montgomery, AL; the State of Alabama; and the Garrett

Coliseum Redevelopment Corporation, its officers, directors, and employees against any claims, demands, lawsuits and expenses (including reasonable attorney's fees) of any nature whatsoever made against them arising out of preparation, setting up, installation, operation, taking down, or removal of Exhibit by Exhibitor, or for any actions by Exhibitor's employees, agents and subcontractors.

(26) For any and all damages or injuries to, or suffered by Exhibitor or its employees or agents, Exhibitor's, its employees or its agents sole redress shall be against the person or persons causing the damage or injury. Exhibitor understands and agrees that the Fair makes no guarantees or warranties of any kind except those expressly contained in this agreement.

(27) The Alabama National Fair & Agricultural Exposition through its Management reserves the right to refuse the use of or restrict the use of any part of the grounds of the Alabama Agricultural Center or Garrett Coliseum, during the Fair for any use other than that expressly provided in this agreement.

This agreement is made and to be performed in Montgomery, Alabama. For any and all disputes arising under the terms of this agreement, Exhibitor consents to the exercise of personal jurisdiction over it by the State Courts in Montgomery, Alabama. This agreement is the entire agreement between the Fair and Exhibitor, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by the Fair Management.

In Witness Whereof, this contract is executed on 10/26/2015.

Montgomery County Commission

By: _____

Name: _____

Please Print Name

Phone: **(334) 832-1270**

Email: **didihenry@mc-ala.org**

Alabama National Fair

By: _____

Jimmy Dickey - Manager

FOR FAIR OFFICE USE ONLY

DATE CONTRACT MAILED: _____

DEPOSIT RECEIVED: _____

DATE CONTRACT RECEIVED: _____

INSURANCE RECEIVED: _____

FINAL PAYMENT RECEIVED: _____

JMR+H
Architecture, P.C

October 16, 2015

Mr. Donnie Mims
Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36110
Phone: 334.270.4255

**RE: Alterations to Third Floor Montgomery County Courthouse Annex No. 3
JMR+H Architects, PC PROJECT No. 210
Application and Certification for Payment No. Eight (8)-FINAL**

Dear Mr. Mims:

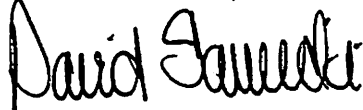
Four (4) copies of the referenced Application submitted 13 October 2015 by Stallings & Sons, Inc. and received on 13 October 2015 are enclosed. This Application, representing approximately 100% complete with payment due the contractor for \$17,645.20 has been reviewed and approved in accordance with the contract requirements.

Please review and process for payment. We request that JMR+H be provided a copy of the transmittal of payment to the contractor for our records.

Should you have any questions, please call.

Best Regards,

JMR+H Architecture, P.C.



David Sawicki
Director Contract Administration

445 Dexter Avenue | Suite 5050 | Montgomery, AL 36104 | P: 334.420.5672 | F: 334.420.5692

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Application and Certificate for Payment

FINAL

TO OWNER: Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36104

PROJECT: Alterations to Third Floor Annex Three
Montgomery County Courthouse

APPLICATION NO: 008
PERIOD TO: October 09, 2015
CONTRACT FOR: General Construction
CONTRACT DATE: June 17, 2014
PROJECT NOS: 15-07 / /

DISTRIBUTION TO:
OWNER: X
ARCHITECT: X
CONTRACTOR: X
FIELD:
BOOKKEEPING/FILE: X

FROM: Stallings & Sons, Inc.
CONTRACTOR: Jeff Stallings
1140 Newell Parkway
Montgomery, AL 36110
(334) 244-2093

VIA ARCHITECT:
JMR + H Architects, PC
60 Commerce St., Suite 1520
Montgomery, AL 36104

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,227,232.00
2. NET CHANGE BY CHANGE ORDERS \$ 2,108.69
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,229,340.69
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,229,340.69
5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
 - b. 0 % of Stored Material (Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 1,229,340.69
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,211,695.49
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 17,645.20

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 15,532.61	\$ 0.00
Total approved this Month	\$ 0.00	\$ 13,423.92
TOTALS	\$ 15,532.61	\$ 13,423.92
NET CHANGES by Change Order	\$	2,108.69

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jeff Stallings

By: *Jeff Stallings*

State of Alabama

County of Montgomery

Subscribed and sworn to before me this 9th day of October, 2015

Notary Public: Sheena Schell

My Commission expires: October 01, 2019

Date: October 09, 2015

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 17,645.20
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: David Stallings

By: *David Stallings*

Date: 10-16-15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



10/28/2015

Florence M. Cauthen
Deputy Administrator, Montgomery County Commission
101 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102

Attn: Donald L. Mims, County Administrator, Montgomery County Commission
Florence M. Cauthen, Deputy Administrator, Montgomery County Commission

Re: A Renovation to Montgomery County Probate and Revenue Office South
3425 McGehee Road, Montgomery, AL 36111
CK# 14002

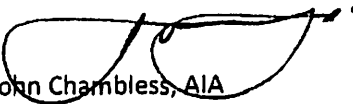
Bid Award Recommendation

Dear Mr. Mims/Mrs. Cauthen,

Pursuant to the construction bid opening on October 20, 2015 we have received and review all requested documents and information from Bullard-Cook Inc., Southeast Cherokee Construction, Inc. and Norris Building Company, Inc. We have determined, Norris Building Company Inc., to be the lowest bidder and to have met all of the stipulated bidding requirements of the contract. Therefore, we would recommend awarding the contract to Norris Building Company Inc. for \$920,911.00 with no alternates to be accepted.

Please call if you have any questions or concerns. In the meantime we are waiting on your directive for us to proceed with the Owner-Contractor Agreement.

Sincerely,
Chambless King Architects



John Chambless, AIA

CC: Stephen King, AIA

PROJECT **A New Facility for Montgomery County Probate and Revenue South Office**
3425 McGehee Road, Montgomery, Alabama

PROJECT NUMBER CKA914002

BIO SUBMISSION 2:00 p.m. CST October 20th, 2015

AT
Montgomery County Courthouse Annex 3 101 S Lawrence Street, Montgomery AL
Announced Owner's Budget - \$ N/A

[illegible]

I certify that the above bills were received and were publicly covered. I read about it 7/2/16 and place indicated and that this is a true and correct tabulation of all bills covered for this property.

Sworn and subscribed before me this 20 day of October, 2015

Sworn and subscribed before me this 20 day of October
Stephanie M. M. M. M.
 Notary

STEPHANIE M. MOSELEY
Notary Public
State of Alabama
MY COMMISSION EXPIRES: OCT 29, 2016

Architect's Representative
Chapman King Architects

Doreen M Cant
Owner's Representative
Montgomery County Commission

25-3

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 Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Ray Williams, Probation Supervisor

1. POSITION TITLE: Juvenile Probation Officer I - (to replace LaWanda Davidson)

POSITION NUMBER: 900304007

PROPOSED EFFECTIVE DATE: 11/16/2015

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A06 (\$36,284/\$1,395.54/\$17.4443)

Bruce R. Howell
Department Head

10/20/2015
Date

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 _____
() Payroll entered by _____

Date _____
Date _____

NOV - 2 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

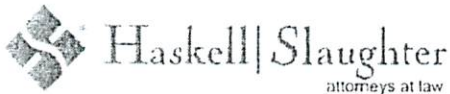
REQUEST NUMBER 13

DEPARTMENT:	County Comm Appropriat	REVIEWED:	S. Thomas	11/2/2015
DATE:	11/2/2015		Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
River Region United Way	001-55900.450	0	5,000	5,000
Donation Revenue	001-40000.47701	(162,000)	(5,000)	(167,000)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(162,000)	0	(162,000)

JUSTIFICATION:

Budget for an appropriation to the River Region United Way for program support.



ttg@hsg-law.com

Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

T 334.265.8573 | F 334.264.7945

AGENDA

NOV - 2 2015

November 2, 2015

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

Re: Executive Session to Discuss Employee Disciplinary Matters for
Kenton Hardy, Jr.

Dear Montgomery County Commission Members:

This is to advise the members of the Montgomery County Commission that I have been consulted on a matter on which the County Commission is considering convening an executive session at its next meeting for discussion with legal counsel regarding the above Employee Disciplinary Matters, this matter is appropriate for executive session under Section 7(a)(6) of Act No. 2005-40.

Pursuant to Section 7(a)(3) 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,

Thomas T. Gallion

Thomas T. Gallion, III
ASB 5295-L74T

TTG/tp

ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

		For Reference, See	
☐	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> a. General Reputation and Character, Job Performance, or Salaries / Compensation b. Formal Complaints or Charges Against an Individual or Legal Entity c. Discussion with the Government Body's Attorney d. Security Plans and Measures e. Criminal Investigation and the Identity of an Undercover Agent or Informer f. Negotiations to Buy / Sell / Lease Real Property g. Preliminary Negotiations in Trade Competition h. Negotiations Between The Body and a Group of Public Employees i. 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). a. Written Declarations are required for these Executive Sessions: I. Discussion with the body's attorney concerning options for, and ramification of, litigation, mediation, or arbitration. II. Discussions that would disclose the identity of an undercover informant or that focus on criminal investigations of non-public officials. III. Discussions concerning the negotiations between the body and a group of public employees. b. 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 a) The vote must be open/public; and b) Each member must openly give his/her individual vote.	Page 20	Section IV (A) 4
☐	5. Enter a Statement Concerning Reconvocation	Page 21	Section IV (A) 5

Eastwood Villa Homeowners Association, Inc.
101 Eastwood Blvd
Montgomery, AL 36117

2015-09-22 AM 5:07

September 15, 2015

Commissioner Elton N. Dean, Sr.
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

Dear Commissioner Dean:

We, the citizens of Eastwood Villa Homeowners Association (EVHA) of Montgomery, AL wish to express our concerns regarding the Montgomery County Commission's (MCC) responsibility and obligations to our community. We are requesting your highest level of attention to the following areas to help us as taxpaying citizens in the resolutions these matters:

Street Maintained: Our streets have been worn into very unfavorable conditions. Sixteen years have passed since our streets were last paved. In the past our former commissioner promised every time he was contacted by the EVHA that he was going to get to us after certain other projects had been completed. Our time should be now.

Large Truck: Our neighborhood has heavy dumping trucks making multiple trips daily carrying debris for dumping on private empty lot(s). These trucks are making our streets worse with each trip. We are not knowledgeable of land approved for a dump site in our area. How can they dump? Moreover, what are they dumping? Yet, we are told that these trucks have a right to use the neighborhood streets because the streets are maintained by the county. EVHA question the MCC maintaining of our streets.

Burning of Debris: Burning of debris was a major problem for months on end. Loads and loads of dumped debris were burned on private property that is owned by Mr. Babbilton, a nonresident of the community. The burning would light up the night sky. The smoke would linger for days on end. This created or added to health issues of our residents. Many residents complained of respiratory and allergy complication after the burnings. After many complaints and hard work the burning ceased; however, it is probably only a matter of time before it will start again.

Entrance Sign: Our entrance sign was representative of our community before the destruction by eighteen wheelers and other large truck that were permitted to use the entrance for the pipe company and dumping of debris. This all began when the MCC granted the pipe company permission to enter and disregarded our request that the pipe company construct their private entrance. Later the heavy dump trucks added to the

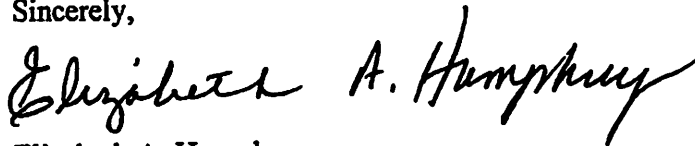
problem. Now the excavation project is taking its turn. We need a new sign and we are requesting the MCC to spearhead this project.

Excavation at the Entrance: Presently there is excavation at the entrance into the community. We were not notified prior to the start nor can we get any contact information on who is conducting the operation. At times it is difficult to enter and/or exit the neighborhood. The base of our present entrance sign was cracked two week ago. We have no one to contact about repairs and/or replacement. Are construction permits with posting of the notices being used?

We are requesting the MCC assistance in our getting a fair return for the taxes that the citizens of this community pay. We are asking no more than our fair share. It is our hope that we will be favored with positive actions from you in the near future.

Should you have any questions, you may contact Mr. Lindsey Ray at 334-272-5958.

Sincerely,

A handwritten signature in black ink, reading "Elizabeth A. Humphrey". The signature is fluid and cursive, with the first name "Elizabeth" being more prominent and the last name "Humphrey" following in a similar style.

Elizabeth A. Humphrey

Pc: Commissioner Daniel Harris, Jr.
Commissioner Ronda M. Walker
Commissioner Jiles Williams, Jr.
Commissioner Andrew D. Hall

Tammy Nix

From: Donald Mims
Sent: Friday, October 23, 2015 3:29 PM
To: ehumphrey@charter.net
Cc: Elton N. Dean, Sr.; Elton Dean; Andrew Hall; Poppee4@aol.com; Florence Cauthen; George Speake; James Kelley
Subject: Request from Eastwood Villa Homeowners Association
Attachments: Concerns re Eastwood Villa Homeowners Association.pdf; IMG_0009.JPG; 017.JPG; 016.JPG; 007.JPG

Ms. Humphrey,

I am writing in response to your letter dated September 15, 2015 (copy attached), in which you expressed concerns regarding issues in your neighborhood.

I have talked with Chairman Elton N. Dean, Sr., Commissioner Andrew Hall and County Engineer George Speake and the following are responses to the concerns you raised:

Burning Of Debris: Burning of debris was a major problem for months on end. Loads and loads of dumped debris were burned on private property that is owned by Mr. Babington, a nonresident of the community. The burning would light up the night sky. The smoke would linger for days on end. This created or added to health issues of our residents. Many residents complained of respiratory and allergy complications after the burnings. After many complaints and hard work the burning ceased; however, it is probably only a matter of time before it will start again.

The following is Administrator Mims' response to your concern:

Relative to the burning of debris, I have been working with the Alabama Department of Environmental Management (ADEM) and they have issued a notice of violation to the landowner, Richard Babington, on July 5, 2015, in which they are holding him responsible for the illegal burning. This is their second notice of violation to Mr. Babington. I will continue to work with ADEM in the effort to stop the burning of debris. If the burning of debris continues, please contact me at 850-9131 and I will report the incident to ADEM.

Large Trucks: Our neighborhood has heavy dumping trucks making multiple trips daily carrying debris for dumping on private empty lot(s). These trucks are making our streets worse with each trip. We are not knowledgeable of land approved for a dump site in our area. How can they dump? Moreover, what are they dumping? Yet, we are told that these trucks have a right to use the neighborhood streets because the streets are maintained by the county. EVHA question the MCC maintaining of our streets.

The following is Administrator Mims' response to your concern:

Mr. Lindsey Ray and I have been working with the Alabama Department of Environmental Management (ADEM) concerning environmental violations by the neighborhood's adjacent land owner.

The following is County Engineer George Speake's response to your concern:

We have had previous complaints about the debris dump site. I don't know anything we can do concerning this situation. It is my understanding that Administrator Mims has contacted ADEM, and they have issued a Notice of Violation.

Streets Maintained: Our streets have been worn into very unfavorable conditions. Sixteen years have passed since our streets were last paved. In the past our former commissioner promised every time he was contacted by the EVHA that he was going to get to us after certain other projects had been completed. Our time should be now.

The following is County Engineer George Speake's response to your concern:

We have recently looked at the streets in Eastwood Villa, and they are in fairly good condition. It would cost about \$500,000 to resurface all these streets. We have the Eastwood Villa streets on an ongoing list of roads to consider for resurfacing; however, at present there are several other roads that have much more traffic and are in much worse condition. Our gasoline tax revenues have not yet fully recovered from the Great Recession of 2008. If future gasoline tax revenues increase substantially in the future, we would certainly like to resurface these streets.

Entrance Sign: Our entrance sign was representative of our community before the destruction by eighteen wheelers and other large trucks that were permitted to use the entrance for the pipe company and dumping of debris. This all began when the MCC granted the pipe company permission to enter and disregarded our request that the pipe company construct their private entrance. Later the heavy dump trucks added to the problem. Now the excavation project is taking its turn. We need a new sign and we are requesting the MCC to spearhead this project.

The following is Administrator Mims' response to your concern:

I have talked to Commissioner Andrew Hall and he will be placing on the next County Commission agenda a miscellaneous appropriation from his account in the amount of \$500 to the City of Montgomery BONDS program, which will be designated for Eastwood Villa Homeowner's Association. The BONDS program helps the County Commission with homeowner's associations in the county, including those outside the city limits, with community enhancement and beautification projects, which includes maintenance costs of subdivision entrance signs. Attached are pictures that I have taken of your entrance sign.

Excavation at the Entrance: Presently there is excavation at the entrance into the community. We were not notified prior to the start nor can we get any contact information on who is conducting the operation. At times it is difficult to enter and/or exit the neighborhood. The base of our present entrance sign was cracked two weeks ago. We have no one to contact about repairs and/or replacement. Are construction permits with posting of notices being used?

The following is County Engineer George Speake's response to your concern:

The excavation at the entrance has to do with a sanitary sewer extension project the Montgomery Water Works and Sanitary Sewer Board has under construction. The County has no responsibility associated with this construction project. The Homeowners Association would need to contact the Montgomery Waterworks and Sanitary Sewer Board concerning this work (telephone no. 334-206-1607).

As requested in your email below dated Monday, October 19th, I have scheduled your homeowner's association to meet with the County Commission at 9:00 a.m., Monday, November 2, 2015, in their Conference Room, which is located on the first floor of the Montgomery County Administration Building and Courthouse Annex III, 101 South Lawrence Street. Please email me and provide the names of those who will be attending the meeting from your neighborhood.

Please call me at 850-9131 to discuss the concerns you have for your community.

30-4

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Greg Clark
CARPDC Executive Director

DATE: October 29, 2015

RE: CDBG Eastwood Villa Final Report

As you requested, please find below the information on the Eastwood Villa Community.

A) Community Development Block Grant (CDBG) Housing Rehabilitation.

21	Houses Rehab.
38	People Assisted
\$303,071.91	Grant Funds

Attached is the Final Report submitted to ADECA at closeout. Of course, we have a lot of additional photographs if they would like any.

B) Weatherization

8	Houses Weatherized
14	People Assisted.
\$52,678	Weatherization Funds (approximately)

Please let me know if you need any additional information.

MONTGOMERY COUNTY COMMISSION

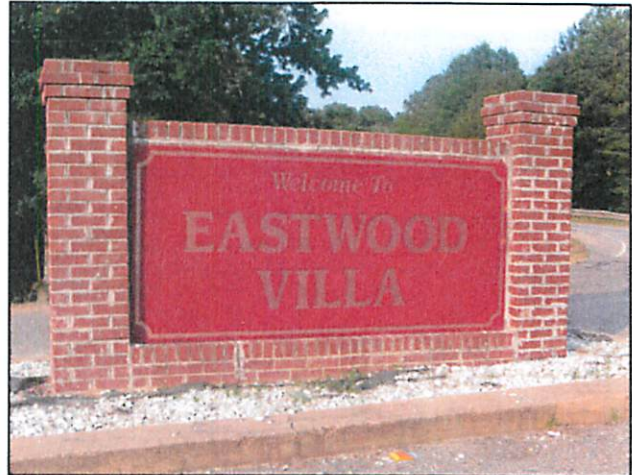
CDBG PROJECT NO. CY-CM-RR-12-005

Eastwood Villa Housing Rehabilitation Project

FINAL REPORT

The Montgomery County Commission was awarded an FY 2012 CDBG grant to rehabilitate approximately 18 homes located in the Eastwood Villa community in Montgomery County. This community consists of a total of 151 dwelling units constructed from the 1970s to the present. While the community continues to develop to the east, the scope of work for this project focused on the western side of the neighborhood which was the first original phase of construction. Homes were rehabilitated to the maximum extent

feasible to 2003 International Residential Codes, with priority given to health and safety issues. Combined with Lead Safe Practices (24 CFR Part 35), CDBG and local dollars were utilized to assist as many homes as possible, foregoing aesthetic upgrades, when



Before



After

necessary, for more basic improvements relative to structure and function and health and safety issues. While the original application stated that 18 homes would be rehabilitated with an anticipated benefit to approximately 54 low-and-moderate income persons, the project actually rehabbed 21 houses, but with 38 beneficiaries. A formal amendment was submitted to the State to accept the 38 beneficiaries, given the overall decrease from what was proposed in the original grant application. The final count of

beneficiaries, based on total grant dollars spent on rehabilitation activities, is still within ADECA's \$8,500 per beneficiary cost/benefit ratio for housing rehabilitation.

The final project budget reports a total of \$303,071.91 in grant dollars expended on housing activities plus \$54,892.27 in matching funds that were contributed by the property owners. CDBG funds in the amount of \$32,000 were expended on administration of the grant project.

While this project is the first known housing rehabilitation project sponsored and successfully implemented by a County government, its success has paved the way for additional projects of this nature to be considered for funding. Just look at the sample of improvements made to 21 properties in the Eastwood Villa community. The resulting impact benefits not only those receiving direct grants but also everyone in the community as property values go up due to improvements made. Rehabilitation activities included exterior and interior work from door, windows, and roofs, to kitchens, bathrooms, insulation, and flooring.



Before



After



Before



After



Before



Before



After



After

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, November 16, 2015, at 8:00 in the morning.

Donald Z. Morris

Administrator

Elton M. Dean, Jr.

Chairman