MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JANUARY 6, 2014

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:13 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Williams. Chairman Dean, Vice Chairman Harris, Commissioner Ingram and Commissioner Williams were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees. He informed them that Ms. Jane Brannan with the Montgomery Ballet Board of Directors plans to attend the January 21, 2014, County Commission meeting to discuss the program.

Administrator Mims briefed the Commission regarding items on the agenda.

Administrator Mims informed the Commission that he had received the Montgomery City/County Personnel Department Form 5 Certification for the Deputy Administrator position and that he would be scheduling interviews with the candidates soon.

PRESENTATION BY PATRICK ADDISON WITH PH&J ARCHITECTS, INC

Patrick Addison with PH&J Architects, Inc., briefed the Commission regarding modifications to the judges' benches for Family Court Judges. Administrator Mims informed the Commission that this item comes in below the bid law. After discussion, the Commission agreed for Mr. Addison to proceed with the project.

PRESENTATION BY SHERIFF D.T. MARSHALL AND CHIEF DEPUTY DERRICK CUNNINGHAM

Sheriff D.T. Marshall briefed the Commission regarding Position Fill Requests for Latent Fingerprint Examiner, Position Number 16 and Retired RSA Employee/Professional, Position Number to be determined. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Chief Deputy Derrick Cunningham briefed the Commission regarding two Cooperative Agreements for the State Homeland Security Grant Program, Grant Numbers 3LEL (FY2013) and Grant Number 1ICL (FY2011). After discussion, the Commission agreed to waive rules and add these items to the agenda.

Sheriff Marshall briefed the Commission regarding a Position Fill Request for Corrections Officer Trainee/Corrections Officer, Position Number 169. After discussion, the Commission agreed to place this item on the next agenda.

Commissioner Ingram inquired as to the current number of federal inmates and Sheriff Marshall responded that there are 52.

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

Chief Probate Clerk William Flowers briefed the Commission regarding Position Fill Requests for Assistant Tag and License Supervisor, Position Number 750053044 and Customer Service Clerk, Position Number 750016016. After discussion, the Commission agreed to place these items on the next agenda.

Probate Judge Steven L. Reed briefed the Commission regarding the proposed relocation of the South Probate office. After discussion, the Commission asked Administrator Mims to meet with the proposed landlord regarding this space and report back to the Commission.

PRESENTATION BY DISTRICT ATTORNEY ADMINISTRATIVE ASSISTANT RHONDA CAPE

District Attorney Administrative Assistant Rhonda Cape briefed the Commission regarding a Position Fill Request for Director of Pre-Trial Diversion, Position Number 420002001. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a Resolution approving the 2014 Severe Weather Preparedness Tax Holiday, February 21-23, 2014. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci stated that Montgomery Advertiser Reporter Kala Kachmar did a nice news article in the Montgomery Advertiser regarding the new software that would allow the City and County to keep track of business licenses, sales tax, gas tax, lodging tax and other fees. Mr. Ialacci stated that this is a positive project.

PRESENTATION BY PERSONNEL DIRECTOR BARBARA MONTOYA AND NEW PERSONNEL DIRECTOR CARMEN DOUGLAS

Personnel Director Barbara Montoya introduced the new Personnel Director Carmen Douglas, to the Commission and the Commission welcomed Ms. Douglas, who will assume her new duties February 1, 2014.

DISCUSSION BY THE COMMISSION

Commissioner Williams asked Administrator Mims if he would be the only person conducting interviews for the Deputy Administrator position. Administrator Mims responded that he would.

Attorney Gallion briefed the Commission regarding a Resolution adopted by the Commission which provides for the Administrator to conduct interviews and to make a recommendation to the Commission. This Resolution is based upon a Legislative Act, which established the Personnel Board. Vice Chairman Harris requested that Mr. Gallion provide him with a copy of the documents upon which he referred to in the briefing.

Attorney Gallion explained that the Administrator is to interview and report to the Commission as to who the candidates are and their background. Chairman Dean inquired as to whether the Commission could receive a copy of the candidates' resumes. Attorney Gallion responded that they could. Chairman Dean stated that before the interviews, he would like to meet with Administrator Mims and let him know what the Commission needs in the position for Deputy Administrator. Commissioner Ingram stated that he did not want to know the race or gender of the candidates, but that he just wants to know if they are good. Commissioner Williams stated that he just wanted to make sure that all of the candidates get a fair chance.

Attorney Gallion suggested that each of the Commissioners inform Administrator Mims what they need in the position. Vice Chairman Harris stated that he was not going to vote for anything that he does not know anything about. Chairman Dean stated that he wanted a candidate that could handle Administrator Mims' responsibilities if he was unavailable.

Commissioner Ingram stated that he should have the Annexation Petition to the City of Montgomery regarding a portion of the Montgomery Industrial Park Property by the next Commission meeting. After discussion, the Commission agreed to place a Resolution regarding the annexation on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding payment of Special Membership Dues to the Montgomery Area Committee of 100 for Chairman Elton N. Dean, Sr. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding a Bid Award for furnishing, supplying and servicing of vending machines, Bid No. 51988-13B-033. The Commission asked the administration to track the funds from the machines for a year. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Purchase and Sale Agreement regarding 1.5 acres of land located at 8440 U.S. Highway 331 near Snowdoun Park owned by Dr. Winston Pirtle. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims informed the Commission that the final drafts of the three E-Ring contracts discussed during the last meeting have not been finalized. After discussion, the Commission agreed to place these items on the next Thursday Memo as a waived rules item.

Administrator Mims presented a letter to the Alabama Department of Transportation (ALDOT) from Commissioner Ingram regarding the County Commission's intent for the state-owned property on the east and west sides of U.S. Highway 231 in the Pine Level Community in South Montgomery County. They agreed to wait for a response from ALDOT before they take any further action.

Administrator Mims presented a letter from the Southeastern Livestock Exposition requesting funding in the amount of $10,000 for the 2014 Alabama Junior Beef Expo. He stated that last year, Chairman Dean, Vice Chairman Harris and Commissioners Williams, Polizos and Ingram appropriated $500 from each of their accounts and the Commission approved a $7,500 Budget Change Request to the Alabama Cattlemen's Association for this event for a total of $10,000. After discussion, the Commission agreed to place the same funding for this event on the next agenda.

Administrator Mims presented Budget Change Request Number 9, which was approved December 17, 2012, and related Contract regarding funding in the amount of $50,000 for maintaining the Garrett Coliseum for event and tourism development in Montgomery County. After discussion, the Commission agreed to place a Budget Change Request to fund this project for 2014 on the next agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE

County Engineer George C. Speake advised the Commission that the Federal Emergency Management Agency (FEMA) is requiring the County to adopt a revised floodplain management ordinance before February 5, 2014, to reflect recent restudy of flood hazard areas in Montgomery County. The only changes made from the existing ordinance to the new ordinance are the date for the new flood maps and names of the newly elected Commissioners. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mr. Speake mentioned that the Preliminary Engineering Agreement for the ATRIP project to resurface Vaughn Road from Taylor Road to Chantilly Boulevard has not been received from the Alabama Department of Transportation (ALDOT). After discussion, the Commission agreed to place this item on the next agenda if the agreement is received.

Additionally, Mr. Speake stated plans for resurfacing Hayneville Ridge Road were given to ALDOT for review last week and should be in the February 2014 ALDOT letting. Preparation of plans for resurfacing Butler Mill Road has begun, and hopefully will be ready for construction in Summer 2014.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for December 2013 through March 2014. Commissioner Ingram requested a copy of the last bid for ambulance service.

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry reviewed the calendar of events, including the Legislative breakfast scheduled for Wednesday, January 8th. She also presented a letter which required the Commissioners' signatures, which states that the Commission has approved support for the 2014 County Legislative Agenda. She explained that the letter, along with a copy of each proposed bill, will be given to the Montgomery delegation at the breakfast. She also presented an invitation to the CrimeStoppers Annual Awards Luncheon, which is scheduled for January 22nd.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims informed the Commission that County offices would be closed Monday, January 20, 2014, in observance of Martin Luther King, Jr.'s birthday. He also reminded them that the next Commission meeting would be held the following day, Tuesday, January 21, 2014.

PRESENTATION BY FOUNDER MICHELLE BROWDER AND STUDENT ERIC CARTER WITH I AM MORE THAN…

Founder Michelle Browder briefed the Commission regarding the "I Am More Than…" Program and introduced Eric Carter, who is a program participant. Ms. Browder requested funding for the youth and community event to be held June 7, 2014. The Commission recommended that Ms. Browder also request funding from the City of Montgomery.

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 by Commissioner Williams.

The Pledge of Allegiance was led by Chairman Dean.

County Administrator Mims called Roll to Establish Quorum and the following Commissioners were present: Chairman Dean, Vice Chairman Harris and Members Ingram and Williams. Also present were County Attorney Thomas T. Gallion, III, and County Engineer George C. Speake.

Mr. Ingram made a motion to approve the Minutes of the Regular Meeting of December 16, 2013. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

CONSENT AGENDA

The Administrator presented the Accounts Payable and Payroll Checks Authorization for Approval.

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

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION ELECTING DIRECTOR TO THE WATERS IMPROVEMENT DISTRICT

The Administrator presented the following letter from Robert E. L. Gilpin:

December 2, 2013

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

Re: The Waters Improvement District –
Resolution Electing Director (Thomas H. Brigham)
Our File No. 7493.1001

Dear Donnie:

The Waters Improvement District (the "District") was established by The Montgomery Commission by a Resolution adopted June 28, 2004.

The term of one of the Directors, Thomas H. Brigham, will expire on December 31, 2013. On behalf of the District, we hereby request that Mr. Brigham be reappointed to a full three-year term with a stated expiration date of December 31, 2016. Please forward a copy of the Resolution effecting the appointment of Mr. Brigham to me upon its adoption.

Thank you for your assistance on this matter. If you have any questions about this request, please do not hesitate to contact me.

Yours very truly

Gilpin Givhan, PC

/s/ Robert E. L. Gilpin

Enclosures

pc: Jennifer M. Atkins (w/encl.)

End of Letter

Mr. Ingram made a motion to approve the board member reappointment of Thomas H. Brigham with terms expiring December 31, 2016. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Resolution and Board Members' Appointment Page, Agenda Pages 1-2 and 1-3, are attached to these Minutes.)

TAX AND AUDIT – APPROVED RENEWAL AGREEMENT WITH DON H. PAYNE REGARDING EXTERNAL COLLECTION SERVICES

The Administrator presented the following memorandum from Revenue Manager Terri A. Henderson:

MEMORANDUM

DATE: December 10, 2013

TO: Donald L. Mims, County Administrator

FROM: Terri A. Henderson, Revenue Manager

RE: Renewal of External Collection Services Agreement

Please note the term of our current External Collection Services Agreement between the Montgomery County Commission and Don H. Payne is set to expire on February 13, 2014. The proposed renewal Agreement effective for a new eighteen (18) month term commencing on February 14, 2014 is attached for your review. Please note that only a few minor changes have been made for this proposed renewal Agreement versus the agreement currently in effect. Please note that the proposed renewal Agreement attached has already been discussed with and reviewed by Ms. Constance Walker with Haskell Slaughter Young & Gallion, LLC. A copy of the existing Agreement is also attached.

I would respectfully request that this proposed renewal Agreement be included on the agenda for the Montgomery County Commission meeting on December 16, 2013, or as soon as possible thereafter.

Thank you in advance for your consideration and assistance with this matter.

Attachments

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Agreement, Agenda Pages 2-2 and 2-3, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATION REPROGRAMMING REQUEST

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

January 6, 2014

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-2014-70: BOE, Halcyon Elementary School, for Principal's Discretionary Fund, for Purchase of Computers for the Library - $250; (Ingram)

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED FINAL PAYMENT TO C.W. SMITH DECORATING CO., LLC, REGARDING RENOVATION OF OFFICE IN ANNEX III FOR REPRESENTATIVE TERRI SEWELL

The Administrator presented the following memorandum from Purchasing Manager Pat Silas:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager

DATE: December 10, 2013

SUBJECT: Bid No. 51100-13B-017 (JMR Project #13-133)
Office for Congresswoman Terri Sewell

Request that approval of final payment to C.W. Smith Decorating Co., LLC, in the amount of $3,424.86 for the above referenced project be placed on a future County Commission agenda. (payment request attached)

Coordination of payment was made with Mr. David Sawicki, Contract Administrator, JMR Architecture, P.C.

Attachment

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Application and Certificate for Payment, Agenda Pages 4-2 through 4-4, are attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED FOUR POSITION FILL REQUESTS

The Administrator presented the following memorandum:

December 9, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Appraisal Department

The Montgomery County Commission, at its meeting on December 16, 2013, agreed to place the following Position Fill Requests on the next agenda for the Appraisal Department:

(1) Appraiser I, Position Number 850195001

(2) Appraiser I, Position Number 850195002

(3) Appraisal Technician, Position Number 850198001

(4) Mapper, Position Number 850200001

Attached are memos from Chief Appraiser Clay Henley regarding these items.

Attachments

End of Memorandum

Mr. Williams made a motion to approve the requests. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Memoranda and Position Fill Requests, Agenda Pages 5-2 through 5-9, are attached to these Minutes.)

<u>VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (8)</u>

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

	DEPARTMENT	TRAVEL/TRAINING REQUESTS
1.	County Commission	Request Number 4
2.	Finance Department	Request Number 2
3.	Information Systems	Request Number 5
4.	Risk Management	Request Numbers 5 and 6
5.	Parks and Recreation Department	Request Number 1
6.	Appraisal Department	Request Number 2
7.	Probate Judge's Office	Request Number 1

Mr. 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 6-1 through 6-8, are attached to these Minutes.)

WAIVED RULES

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

SHERIFF’S OFFICE – APPROVED POSITION FILL REQUEST FOR LATENT FINGERPRINT EXAMINER, POSITION NUMBER 16

The Administrator presented the following memorandum from Sheriff D.T. Marshall:

December 31, 2013

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Sheriff D.T. Marshall
Montgomery County Sheriff’s Office

SUBJECT: Latent Fingerprint Examiner

I am requesting that the Montgomery County Commission waive rules and approve the attached Position Fill Request for a Latent Fingerprint Examiner effective January 6, 2014. Latent Fingerprint Examiner Ron McCoy is retiring effective January 1, 2014.

In October 2012, Fingerprint Classifier Mary Shaffer completed training for the position of a Latent Fingerprint Examiner. We did not have an opening for a Latent Fingerprint Examiner at that time. The Sheriff’s Office had paid for her training. We gave her an irregular pay increase at that time in an effort to retain this valuable trained employee. I would like Ms. Shaffer to receive this promotion upon Mr. McCoy’s retirement.

Your assistance in this matter will be appreciated.

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 7-2, is attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED POSITION FILL REQUEST FOR RETIRED RSA EMPLOYEE/PROFESSIONAL, POSITION NUMBER TO BE DETERMINED

The Administrator presented the following memorandum from Sheriff D.T. Marshall:

December 18, 2013

MEMORANDUM

TO: Mr. Donnie Mims
Montgomery County Administrator

FROM: Sheriff D.T. Marshall
Montgomery County Sheriff's Office

SUBJECT: Request Approval of Position Fill Request
Retired RSA Employee
Latent Fingerprint Examiner

I am requesting the approval of the Montgomery County Commission for one (1) position of a retired RSA employee.

Latent Fingerprint Examiner Ron McCoy has announced his retirement effective January 1, 2014. This will leave the Montgomery County Sheriff's Office with only two certified Latent Fingerprint Examiners. Even with the three we have, including Mr. McCoy, we often have a back-up in examining and classifying fingerprints. Listed below are some of the reasons for my request to use Mr. McCoy:

1. Mr. McCoy has reached the mid-level point of training two new I.D. Clerks.
2. We currently keep a back-log of cases to be worked by Latent Fingerprint Examiners with three employees. This problem will be magnified with only two employees.
3. We have a large number of fingerprint identification cases waiting judicial action.
4. Current responsibilities of assisting warrant clerks/dispatchers on NCIC will now have to be handled by two Latent Fingerprint Examiners who are currently doing fingerprints.
5. McCoy's presence will continue our mission to have three fully certified Latent Fingerprint Examiners available and in addition, we will continue to have available the valuable experience of Mr. McCoy.

Mr. McCoy has expressed his desire to work part-time for the Sheriff's Office and has assured us that he will work as many hours as the RSA Retired Employee system allows.

Your consideration in this matter will be appreciated.

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 8-2, is attached to these Minutes.)

<u>SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 3LEL (FY2013)</u>

The Administrator presented the following memorandum from Chief Deputy Derrick Cunningham:

December 20, 2013

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Chief Deputy Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT: Homeland Security Grant
Grant #3LEL

I am requesting that the County Commission waive rules and approve the FY2013 Homeland Security Grant #3LEL at the next Commission meeting. The $55,000.00 is for Law Enforcement Response Teams. After the grants are approved, please have Mr. Dean sign the grant.

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Cooperative Agreement, Agenda Pages 9-2 through 9-13, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 1ICL (FY2011)

The Administrator presented the following memorandum from Chief Deputy Derrick Cunningham:

December 26, 2013

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Chief Deputy Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT: Homeland Security Grant

Please place Grant #1ICL on the County Agenda for their approval. Upon approval by the Commission, please have Mr. Dean sign these grants.

If you would have your personnel call my office, I will send someone to pick up the signed grant.

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Cooperative Agreement, Agenda Pages 10-2 through 10-12, is attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – APPROVED POSITION FILL REQUEST FOR DIRECTOR OF PRE-TRIAL DIVERSION, POSITION NUMBER 420002001

The Administrator presented the following letter from Administrative Assistant to the District Attorney Rhonda B. Cape:

December 30, 2013

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

RE: Position Fill Request

Dear Chairman Dean:

Attached is a position fill request for Director of Pre-Trial Diversion.

This position is responsible for managing and coordinating the daily activities of PTD; directing and monitoring the screening process, eligibility rules, and acceptances into the program for persons charged with criminal statutory violations; and overseeing all contracted service programs including counseling.

The position is funded in the PTD budget.

Because it is vital to fill this position as quickly as possible, we ask the Commission to waive rules at the January 6 meeting and approve this request. I will be available to discuss this with the Commission.

Thank you for your help in this matter.

Sincerely,

/s/ Rhonda B. Cape
Administrative Assistant

cc: Donnie Mims, County Administrator

End of Letter

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

COUNTY COMMISSION – ADOPTED RESOLUTION APPROVING THE 2014 SEVERE WEATHER PREPAREDNESS TAX HOLIDAY, FEBRUARY 21-23, 2014, AUTHORIZED BY ACT NO. 2012-256

The Administrator presented the following email from Revenue Manager Terri A. Henderson:

From:	Terri Henderson
Sent:	Tuesday, December 17, 2013 10:51 AM
To:	Donald Mims
Subject:	Weather Preparedness Tax Holiday
Attachments:	Sales tax comparison 1.5% Same – Weather Preparedness Tax Holiday Comparison 12172013.xls; 2014 Weather Preparedness Tax Holiday - Quick Reference Sheet of Exempt Items.pdf

Good Morning,

Sherrill passed along to me that a question was raised during yesterday's MCC Meeting discussion as to the impact of the Weather Preparedness Tax Holiday on Sales Tax Collections. As such, I have compiled the attached comparison information with applicable notes in an effort to offer further clarification. Based on August 2012 Collections, the impact for our participation in the July 6-8, 2012 Tax Holiday appears to have been minimal. We did not participate in the February 22-24, 2013 Tax Holiday so there should have been no impact on March 2013 Collections. A copy of the "Quick Reference Sheet of Exempt Items" applicable to the 2014 Weather Preparedness Tax Holiday that I downloaded from the ADOR website is also attached. Please let me know if you have questions or need any additional information on this.

Thanks,

Terri A. Henderson, CRE, Revenue Manager
Montgomery County Commission
Tax & Audit Department
P.O. Box 4779
Montgomery, AL 36103-4779
Phone: 334-832-1698
FAX: 334-832-1223

End of Email

Mr. Ingram made a motion to adopt the Resolution approving the 2014 Severe Weather Preparedness Tax Holiday, February 21-23, 2014. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Comparison Sheets, Memorandum, and Resolution, Agenda Pages 12-2 through 12-6, are attached to these Minutes.)

ENGINEERING DEPARTMENT – ADOPTED FLOOD DAMAGE PREVENTION ORDINANCE

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

January 6, 2014

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Flood Damage Prevention Ordinance

Please place the attached FLOOD DAMAGE PREVENTION ORDINANCE on the agenda for the next regular meeting of the Montgomery County Commission for their adoption and approval. This revised flood ordinance will supersede the County's existing flood ordinance dated October 11, 2011.

The Federal Emergency Management Agency (FEMA) recently completed a restudy of flood hazard areas in Montgomery County and subsequently published the February 5, 2014, revised Flood Insurance Rate Maps. This revised flood ordinance has been reviewed and coordinated with City of Montgomery flood plain management officials in efforts to match City and County flood plain management policies and criteria. Adoption of this revised flood ordinance would be the official finalization and adoption of FEMA's restudy and recommendations for Montgomery County.

If approved please have the attached ordinance executed and return the original to our office.

Attachments

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Flood Damage Prevention Ordinance and Letter, Agenda Pages 13-2 through 13-24, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Commissioner Ingram told the audience good morning and that it was good to see everyone back after the holidays. He stated that he hopes the Auburn Football Team wins the National Championship game tonight. He asked for prayers for his wife and her family as Hospice was called in for his father-in-law. He explained that it is just a matter of time, hours before he passes away. He told the audience that he hopes everyone has a great year.

Commissioner Williams said good morning, wished everyone a Happy New Year, and that he hopes it will be a prosperous one. He stated that it is sad about Commissioner Ingram's father-in-law. He informed the audience that on February 1st, Carmen Douglas will be the new Personnel Director. He told the audience that it is good to see everyone and hopes it will be a good year.

Chairman Dean wished the audience Happy New Year. He stated that the County had a pretty good year last year and that he wants it to continue. He stated that the County is number one in the state and that he wants the tradition to continue. He said that the County is number one in finance with great audits and no findings. He thanked County Administrator Mims and his team for making it happen. He told the audience that because of each department in the County, we can keep that tradition.

Vice Chairman Harris said good morning, wished everyone a Happy New Year and welcomed everyone back. He stated that his first year on the Commission has been a wonderful experience, adding that everyone worked in harmony and that we all did the best we could with what we had. He added that he hopes the County can improve their revenue and return to the times where employees can get a cost of living increase and merits, if they are eligible. He stated that the employees deserve it. He said, “War Eagle” for the Auburn Tigers and noted that he hopes they win the National Championship game tonight.

ADJOURNMENT

Commissioner Williams made a motion to adjourn the meeting of the Montgomery County Commission on January 6, 2014, at 9:43 a.m. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

Agenda

JAN - 6 2014

01-06-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 12-13-13

Check Number	To	Check Number
240188		240254
Total Checks Paid		$369,218.43

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

Agenda

JAN - 6 2014

01-06-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 12-13-13

Check Number	To	Check Number
240255		240345
Total Checks Paid		$649,665.52

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

Agenda

JAN - 6 2014

01-06-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 12-13-13

Check Number	To	Check Number
240346		240398
Total Checks Paid		$136,165.73

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

Agenda

JAN - 6 2014

01-06-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 12-20-13

Check Number	To	Check Number
240399		240496
Total Checks Paid		$821,097.77

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

Agenda

JAN - 6 2014

01-06-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 12-27-13

Check Number	To	Check Number
240502		240554
Total Checks Paid		$317,906.00

CHECK #	PAYEE	AMOUNT	DATE
240497	Alfred Booth, Judge of Probate	$ 20.00	12/19/13
240498	Colonial Insurance Agency	$ 65.00	12/19/13
240499	DiDi Henry	$ 56.50	12/20/13
240500	CARPDC	$39,091.40	12/20/13
240501	Pitney Bowes Reserve Account	$10,000.00	12/23/13

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

Agenda

JAN - 6 2014

01-06-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 12-27-13

Check Number	To	Check Number
240555		240579
Total Checks Paid		$200,591.78

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

01/06/14 Meeting

MONTGOMERY COUNTY COMMISSION

Agenda

JAN - 6 2014

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED
12/27/13

Payroll Check Number	118425	To	Payroll Check Number	118521	$	67,738.28
Direct Deposits					$	765,119.81
Payroll Check Number	118522	To	Payroll Check Number	118550	$	243,575.54
Direct Deposits					$	332,280.99
Federal Deposits					$	302,441.11
Total Payroll Paid					$	1,711,155.73

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

RESOLUTION ELECTING DIRECTOR
TO THE WATERS IMPROVEMENT DISTRICT

WHEREAS, Thomas H. Brigham has been a member of the Board of Directors of The Waters Improvement District since his appointment by Resolution dated August 9, 2010;

WHEREAS, Thomas H. Brigham's term as a member of the Board of Directors of the District will expire on December 31, 2013;

WHEREAS, it has been requested that Thomas H. Brigham continue to serve on said board; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA, that Thomas H. Brigham be and is hereby appointed to serve on The Waters Improvement District for a three-year term, with term ending December 31, 2016.

STATE OF ALABAMA)
:
MONTGOMERY COUNTY)

I, Donald L. Mims, Administrator of the County Commission of Montgomery County, Alabama, HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution, which was duly adopted by the County Commission of Montgomery County, Alabama, at a regular meeting held the ____ day of _____________, 2014.

This is the ____ day of ___________, 2014.

____
Donald L. Mims, Administrator

APPROVED: _______________, 2014

00658839

1-2

Updated 1/2013

The Waters Improvement District

Board of Directors

Members:	**Term Expires:**
Thomas H. Brigham Secretary/Treasurer	12/31/2013
Jennifer Atkins	12/31/2015
J. Garrett McNeil Chairman	12/31/2014

STATE OF ALABAMA}

AGREEMENT

THIS AGREEMENT made this 14th day of February 2014 between The MONTGOMERY COUNTY COMMISSION ("COUNTY") AND DON H. PAYNE (MR. PAYNE or the external collector).

WITNESSETH:

WHEREAS, The COUNTY is in need of an agent capable of performing certain tax compliance and enforcement services, specifically collection services for delinquent tax accounts; and

WHEREAS, The COUNTY and MR. PAYNE desire to enter into Agreement under which MR. PAYNE shall provide such tax collection services for delinquent accounts for the COUNTY;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants of the parties hereinafter set forth, The COUNTY and MR. PAYNE hereby agree as follows.

1. Services/Scope.

During the term of this Agreement, MR. PAYNE agrees to perform the following tax collection services for the COUNTY:

MR. PAYNE will provide tax collection services for a designated portion of businesses within the Montgomery County Tax & Audit Department universe of non-property taxpayers as assigned or approved by the Tax & Audit Department. Taxes included in that universe include Sales, Use, Lodgings, Gasoline, and Fuel taxes. Collection services will be performed on those taxpayer accounts identified and assigned to the external collector. Montgomery County will provide letters of authorization and introduction of MR. PAYNE as a representative of the COUNTY. Collection of delinquent taxes shall only be initiated with the assignment of delinquent accounts from the Tax & Audit Department.

All taxpayer information is confidential and may not be used outside the scope and performance of this AGREEMENT. Applicable tax documents or information may be shared with other tax jurisdictions with an Information Sharing Agreement with the COUNTY.

Conditions of Work.

It is understood that the external collector may employ an appropriate range of means, methods, and conditions of work so long as such remain consistent with established and acceptable business practices for professional **collectors**.

2. Fee for Services.

(a) As a fee for services to be rendered hereunder, the COUNTY shall pay $25 per hour for the services of collection of delinquent taxes.

(b) It is understood that the external collector shall pay all local travel and other expenses incurred in the performance of these collection services. If any overnight travel outside the State is required, MR. PAYNE may request payment for applicable travel costs. All revenue generated by collection activities shall be received in the form of a check made payable to the *Montgomery County Commission* and shall be forwarded, along with applicable paperwork, as soon as possible. MR. PAYNE shall submit invoices with applicable supporting documents to the Tax & Audit Department. Payment shall be due within thirty (30) days of receipt of such invoice.

3. Term. The term of this Agreement shall commence on the date hereof and shall continue in effect for eighteen (18) months or until canceled by either party upon thirty (30) days prior written notice of cancellation.

4. Assignment. MR. PAYNE may not assign the rights or obligations under this agreement without the prior written consent of the COUNTY. Further, use of any other collector or individual other than MR. PAYNE must have prior approval from the Tax & Audit Department.

5. Governing Law. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

6. Initial Dispute Resolution

If a dispute arises out of or relates to the contract between MR. PAYNE and the Montgomery County Commission, or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties agree to commence such mediation with thirty (30) days of the filing of the request. 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.

7. Final Dispute Resolution. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the parties to the AGREEMENT.

8. Entire Agreement. This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements and may only be modified, altered, or amended in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

MONTGOMERY COUNTY COMMISSION	DON H. PAYNE
By:______________________	By:______________________
Elton N. Dean, Sr.	Don H. Payne
Title: Chairman	
Date: ______________________	Date: ______________________

JMR ARCHITECTURE, P.C.

PROJECT: **Office for Congresswoman Terri Sewell**
Montgomery, Alabama

DATE: **December 09, 2013**

JMR Project No. 13-133

TO: **Montgomery County Commission**
P.O. Box 1667
Montgomery, AL 36102

ATTN: **Pat Silas**

If enclosures are not as noted, please inform us immediately.
If checked below, please:
( ) Acknowledge receipt of enclosures.
( ) Return enclosures to us

WE TRANSMIT:
(X) herewith ( ) under separate cover via
( ) in accordance with your request

FOR YOUR:
() approval (X) distribution to parties ( ) information
() review & comment (X) record
(X) use (X) response

THE FOLLOWING:
( ) Drawings () Shop Drawing Prints ( ) Samples
( ) Specifications () Shop Drawing Reproducibles ( ) Product Literature
( ) Change Order () Other

COPIES	DATE	REV. NO.	DESCRIPTION	ACTION CODE
2	12/2/13 Rc'vd		**Application and Certification for Payment No. Two (2) – C.W. Smith Decorating Co. LLC dated 11/19/13**	E

ACTION
A. Action indicated on item
B. No action required
C. For signature and return to this office.
D. For signature and forwarding as noted below under REMARKS
E. See REMARKS below

REMARKS: The referenced Application, representing approximately **100%** has been reviewed and approved in the amount of **$ 3,424.86.** Please review the enclosed and process payment. **Please ensure that JMR Architecture P.C. is copied with transmittals of payment being made to C.W. Smith Decorating Co., LLC and all vendors.** Should you have any questions, please contact me.

COPIES TO:

JMR Architecture, P.C.
60 Commerce Street (Suite 1520) P.O. Box 1706
Montgomery, Alabama 36104
Tel: (334) 420-5672
Fax: (334) 420-5692
BY: Dave Sawicki / Contract Administrator

4-2

ABC Form C-10 (State)
July 2006

APPLICATION and CERTIFICATE for PAYMENT

Attach Schedule of Values

ESTIMATE No. Two

DATE: 11/19/13

B.C. No. 13-133

TO OWNER: Montgomery County Commission P.O. Box 1667 Montgomery, AL 36102	PROJECT Montgomery County Courthouse Annex 3, Office for Congresswoman Terri Sewell, Montgomery, AL Project #13-133
FROM CONTRACTOR: C.W. Smith Decorating Co. LLC 1313 Highway 31 North Prattville, AL 36067 FEIN 20-2032437	FROM CONTRACTOR:

TOTAL ORIGINAL CONTRACT	$ 12,231.65
CHANGE ORDER(S) Numbers ______ through ______	$ 0.00
TOTAL CONTRACT TO DATE	$ 12,231.65

1. Work Completed to Date per attached Schedule of Values (100 %)	$ 12,231.65
2. Stored Materials: *(Attach list or Form ABC C - SM, Inventory of Stored Materials.)*	$ 0.00
3. Total Completed Work and Stored Materials	$ 12,231.65
4. Less Retainage	($ 0.00)
5. Total Due	$ 12,231.65
6. Less Total Previous Payments	($ 8,806.79)
7. Balance Due This Estimate	$ 3,424.86

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of his 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 him for Work for which previous Certificates for Payments were issued and payments received from the Owner and that current payment shown herein has not yet been received.

By Ben Lambert Date 11/19/13

Project Manager
(Title)

Sworn and subscribed before me this 19th day of November 2013

Diane Smith L. S.
Notary Public

ARCHITECT'S CERTIFICATION

In accordance with the Contract Documents, the Architect certifies to the Owner that, to the best of the Architect's knowledge and belief, the Work has progressed to the point indicated herein, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount approved.

JMR Architecture
Montgomery, AL
(Architect)

By David [signature]

Date 12·9·2013

APPROVALS

Approved by ______________________ (Owner) ______________________ Signature Date ____________

The Owner certifies that funds are available in the amount required for this invoice.

4-3

CONTINUATION SHEET

C. W. Smith Decorating Co,. LLC
1313 Highway 31 N.
Prattville, Al 36067

Pay Request # 2
Period From: 09/25/13
Period To: 10/25/13

PROJECT NAME: **Annex 3 County Courthouse**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Requirements	$250.00	$250.00	$0.00	$0.00	$250.00	100.00%	$0.00	$25.00
2	Dumpster/Protective Work	$360.00	$360.00	$0.00	$0.00	$270.00	100.00%	$0.00	$36.00
3	Concrete	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
4	Masonry	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
5	Metals - Wall Framing/Furring	$1,800.00	$1,800.00	$0.00	$0.00	$1,800.00	100.00%	$0.00	$180.00
6	Wood and Plastics	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
7	Thermal and Moisture Protection	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
8	Doors and Windows	$1,300.00	$1,040.00	$260.00	$0.00	$1,300.00	80.00%	$0.00	$104.00
9	Finishes - Drywall, Painting, Flooring	$3,120.00	$2,496.00	$624.00	$0.00	$3,120.00	80.00%	$0.00	$249.60
10	Specialties	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
11	Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
12	Furnishings (mini blinds)	$425.00	$340.00	$85.00	$0.00	$425.00	80.00%	$0.00	$34.00
13	Special Construction	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
14	Fire Sprinkler	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
15	Mechanical	$600.00	$480.00	$120.00	$0.00	$600.00	80.00%	$0.00	$48.00
16	Electrical	$3,346.50	$3,019.32	$327.18	$0.00	$3,346.50	90.00%	$0.00	$301.93
17	Contingency (10%)	$1,030.15	$0.00	$1,030.15	$0.00	$1,120.15	0.00%	$0.00	$0.00
26									
27	TOTALS	$12,231.65	$9,785.32	$2,446.33	$0.00	$12,231.65	0.00%	$0.00	$978.53
28									
29									

4-4

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org

December 16, 2013

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser CH

SUBJECT: Position Fill Request

I respectfully request your consideration and approval of the related position fill request for Appraiser I (CO0195) (850195001) for the Appraisal Department. This position was approved as part of the Appraisal Department re-organization at the December 2, 2013 County Commission Meeting and will be voted on by the Montgomery City/County Personnel Board at its meeting on December 17, 2013. This position is in the 2014 Appraisal Department Budget.

CH

Attachments

ORIGINAL

Main Office
Downtown (Annex III)
101 S. Lawrence St
Montgomery, AL 36104

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S Perry St
Montgomery, AL 36104
(334) 832-1303

5-2

ORIGINAL

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

POSITION FILL REQUEST

DEPARTMENT: Appraisal Department

DEPARTMENT HEAD: **Clay Henley**

SUPERVISOR: **Chief Appraiser**

1 POSITION TITLE **Appraiser I**

POSITION NUMBER 850195001/**CO0195**

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT ( ) TEMPORARY

RECRUITING

( ) PROMOTIONAL REGISTER ( )TRANSFER

(X) OPEN COMPETITIVE REGISTER ( )REEMPLOYMENT

PAY GRADE **A06 ($34,563 - $49,201)**

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

________________ Date **12/06/2013**

Department Head

---

2 ADMINISTRATIVE REVIEW

( ) APPROVED
( ) DISAPPROVED

____

Funding Authority

3 CERTIFICATION

Promotional ________ Candidates
Open-competitive ________ Candidates
Transfer ________ Candidates

________________ Date ________

Personnel Director

4 SELECTED: ________________

________________ Date 12/06/13

Appointing Authority

5 ( ) Manpower data entered by ________________ Date ________
( ) Payroll entered by ________________ Date ________

5-3

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org

December 16, 2013

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: Position Fill Request

I respectfully request your consideration and approval of the related position fill request for Appraiser I (CO0195) (850195002) for the Appraisal Department. This position was approved as part of the Appraisal Department re-organization at the December 2, 2013 County Commission Meeting and will be voted on by the Montgomery City/County Personnel Board at its meeting on December 17, 2013. This position is in the 2014 Appraisal Department Budget.

CH

Attachments

ORIGINAL

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: Appraisal Department

DEPARTMENT HEAD: **Clay Henley**

SUPERVISOR: **Chief Appraiser**

1 POSITION TITLE **Appraiser I**

POSITION NUMBER 850195002/**CO0195**

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT ( ) TEMPORARY

RECRUITING

( ) PROMOTIONAL REGISTER ( )TRANSFER

(X) OPEN COMPETITIVE REGISTER ( )REEMPLOYMENT

PAY GRADE **A06 ($34,563 - $49,201)**

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

Department Head Date **12/06/2013**

---

2 ADMINISTRATIVE REVIEW

( ) APPROVED
( ) DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional ________ Candidates
Open-competitive ________ Candidates
Transfer ________ Candidates

Personnel Director Date ________

4 SELECTED: ________

Appointing Authority Date 12/06/13

5 ( ) Manpower data entered by ________ Date ________
( ) Payroll entered by ________ Date ________

5-5

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org

December 16, 2013

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser CH

SUBJECT: Position Fill Request

I respectfully request your consideration and approval of the related position fill request for Appraisal Technician (CO0198) (850198001) for the Appraisal Department. This position was approved as part of the Appraisal Department re-organization at the December 2, 2013 County Commission Meeting and will be voted on by the Montgomery City/County Personnel Board at its meeting on December 17, 2013. This position is in the 2014 Appraisal Department Budget.

CH

Attachments

ORIGINAL

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: Appraisal Department

DEPARTMENT HEAD: **Clay Henley**

SUPERVISOR: **Chief Appraiser**

1 POSITION TITLE **Appraisal Technician**

POSITION NUMBER 850198001/**CO0198**

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT ( ) TEMPORARY

RECRUITING

( ) PROMOTIONAL REGISTER ( )TRANSFER

(X) OPEN COMPETITIVE REGISTER ( )REEMPLOYMENT

PAY GRADE **A05 ($30,785 - $43,823)**

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

____________________ Date **12/06/2013**

Department Head

2 ADMINISTRATIVE REVIEW

( ) APPROVED
( ) DISAPPROVED

____

Funding Authority

3 CERTIFICATION

Promotional ________ Candidates
Open-competitive ________ Candidates
Transfer ________ Candidates

____________________ Date ________

Personnel Director

4 SELECTEE: ____________________

72 Date 12/06/13

Appointing Authority

5 ( ) Manpower data entered by ____________________ Date ________
( ) Payroll entered by ____________________ Date ________

5-7

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org

December 16, 2013

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser CH

SUBJECT: Position Fill Request

I respectfully request your consideration and approval of the related position fill request for Mapper (CO0200) (850200001) for the Appraisal Department. This position was approved as part of the Appraisal Department re-organization at the December 2, 2013 County Commission Meeting and will be voted on by the Montgomery City/County Personnel Board at its meeting on December 17, 2013. This position is in the 2014 Appraisal Department Budget.

CH

Attachments

ORIGINAL

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: Appraisal Department

DEPARTMENT HEAD: **Clay Henley**

SUPERVISOR: **Chief Appraiser**

1 POSITION TITLE **Mapper**

POSITION NUMBER **850200001/CO0200**

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT ( ) TEMPORARY

RECRUITING

(x) PROMOTIONAL REGISTER ( )TRANSFER

( ) OPEN COMPETITIVE REGISTER ( )REEMPLOYMENT

PAY GRADE **A08 ($43,285 - $61,617)**

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

____________________ Date **12/06/2013**

Department Head

---

2 ADMINISTRATIVE REVIEW

( ) APPROVED
( ) DISAPPROVED

____

Funding Authority

3 CERTIFICATION

Promotional ________ Candidates
Open-competitive ________ Candidates
Transfer ________ Candidates

____________________ Date ________

Personnel Director

4 SELECTEE: ____________________

____________________ Date 12/06/13

Appointing Authority

5 ( ) Manpower data entered by ____________________ Date __________
( ) Payroll entered by ____________________ Date __________

59

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 4

Agenda
JAN - 6 2014

Date: December 31, 2013
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Al
Departure Date: February 12, 2014 Return Date: February 14, 2014
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend 2014 Alabama City/County Management Association Renaissance Hotel-Montgomery

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

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	XX	Other (Specify)	

Total (est.) Cost: $195.00 Advance Registration Required: $195.00
Department Name: County Commission Fund Name: General
Additional Comments: Registration - $195.00

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

The above request is app. 01/06/14 reimbursement of actual and necessary expenses in the approximate amount of $195.00 and advance registration of $195.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51100.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$22,500.00
Approved Requests:	$307.05
Budget Available:	$22,192.95
Current Requests:	$195.00
Budget Balance:	$21,997.95

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 12/31/2013
cc: Finance Director / Buyer

6-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda
JAN - 6 2014

Date: December 23, 2013

To: Donald L. Mims, Administrator

From: Sherrill R. Thomas, Finance Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Pelham, AL

Departure Date: January 13, 2014 Return Date: January 13, 2014

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Auburn University Affordable Care Act Workshop
Qualifies toward annual 40 hours of CPE requirement for CPA license.

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

Check Mode of Transportation:

County Vehicle	[ ]	Commercial Air	[ ]
Private Vehicle	X	Other (Specify)	[ ]

Total (est.) Cost: $299.00 Advance Registration Required: $195.00

Department Name: Finance Department Fund Name: General

Additional Comments: Registration $195 Mileage $84 Meals $20

To: Sherrill R. Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 01/06/14 reimbursement of actual and necessary expenses in the approximate amount of $299.00 and advance registration of $195.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51110.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$3,000.00
Approved Requests:	$310.00
Budget Available:	$2,690.00
Current Requests:	$299.00
Budget Balance:	$2,391.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/23/2013

cc: Finance Director / Buyer

6-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Agenda
JAN - 6 2014

Date: December 23, 2013
To: Donald L. Mims, Administrator
From: Lou Ialacci
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Houston, TX
Departure Date: May 11, 2014   Return Date: May 17, 2014
Conference Leave (Days / Hours): 6 days
Purpose of Travel: Microsoft TechEd Training Session

Traveler (s) Name: 1. Chadwick Nunn 4.
2. 5.
3. 6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [X]
Private Vehicle [ ] Other (Specify) [ ]

Total (est.) Cost: $4,300.00   Advance Registration Required: Yes
Department Name: Information Systems   Fund Name: General
Additional Comments: Above estimate includes conference cost of $2195, lodging, airfare, airport parking, per diem, and taxi.

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

The above request is app. 01/06/14 reimbursement of actual and necessary expenses in the approximate amount of $4,300.00 and advance registration of $2,195.00 is authorized.

To be completed by the Finance Department	
Fund Code:	001-51965.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$20,000.00
Approved Requests:	$9,731.58
Budget Available:	$10,268.42
Current Requests:	$4,300.00
Budget Balance:	$5,968.42

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 12/23/2013
cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Agenda
JAN - 6 2014

Date: December 23, 2013
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Al
Departure Date: February 12, 2014 Return Date: February 14, 2014
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend 2014 Alabama City/County Management Association
Renaissance Hotel-Montgomery

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

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [XX] Other (Specify) [ ]

Total (est.) Cost: $195.00 Advance Registration Required: $195.00
Department Name: Risk Management Fund Name: Liability
Additional Comments: Registration - $195.00

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

The above request is app. 01/06/14 reimbursement of actual and necessary expenses in the approximate amount of $195.00 and advance registration of $195.00 is authorized.

To be completed by the Finance Department

Fund Code:	007-51100.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$15,000.00
Approved Requests:	$1,527.25
Budget Available:	$13,472.75
Current Requests:	$195.00
Budget Balance:	$13,277.75

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 12/26/2013
cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda
JAN - 6 2014

Request # 6

Date: December 23, 2013
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, Al
Departure Date: January 10, 2014 Return Date: January 10, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend GE Aviation Meeting; The DNA of Safety

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

Check Mode of Transportation:
County Vehicle [ ] Commercial Air [ ]
Private Vehicle [XX] Other (Specify) [ ]

Total (est.) Cost: $62.72 Advance Registration Required: $0.00
Department Name: Risk Management Fund Name: Liability
Additional Comments: Mileage - $62.72

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

The above request is app. 01/06/14 reimbursement of actual and necessary expenses in the approximate amount of $62.72 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	007-51100.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$15,000.00
Approved Requests:	$1,527.25
Budget Available:	$13,472.75
Current Requests:	$257.72
Budget Balance:	$13,215.03

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 12/26/2013
cc: Finance Director / Buyer

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Appendix C

Montgomery County Commission
Travel / Training Request Approval

Agenda
JAN - 6 2014

Request # 1

Date: December 23, 2013

To: Donald L. Mims, Administrator

From: James Williams

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, Alabama

Departure Date: February 9, 2014 Return Date: February 12, 2014

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: Alabama Recreation & Parks Association State Conference

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

Check Mode of Transportation: County Vehicle [XX] Private Vehicle [ ] Commercial Air [ ] Other (Specify) [ ]

Total (est.) Cost: $986.28 Advance Registration Required: $195.00

Department Name: Parks and Recreation Fund Name: Parks & Recreation

Additional Comments: Registration - $195.00; Lodging -$491.28; Meals - $300.00; Travel - County Vehicle

---

To: James Williams

From: Donald L. Mims, Administrator

The above request is app. 01/06/14 reimbursement of actual and necessary expenses in the approximate amount of $986.28 and advance registration of $195.00 is authorized.

To be completed by the Finance Department

Fund Code:	008-57200.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$2,500.00
Approved Requests:	$178.79
Budget Available:	$2,321.21
Current Requests:	$986.28
Budget Balance:	$1,334.93

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/26/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda
JAN - 6 2014

Date: December 30, 2013

To: Donald L. Mims, Administrator

From: Clay Henley, Chief Appraiser

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: February 3, 2014 Return Date: February 7, 2014

Conference Leave (Days / Hours): 5 days

Purpose of Travel: IAAO 601: Cadastral Mapping Methods & Applications

Traveler (s) Name: 1. Scot Millican 4. ____
2. ____ 5. ____
3. ____ 6. ____

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [X] Other (Specify) [ ]

Total (est.) Cost: $500.00 Advance Registration Required: $500.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments:

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 01/06/14 reimbursement of actual and necessary expenses in the approximate amount of $500.00 and advance registration of $500.00 is authorized.

To be completed by the Finance Department		
Fund Code:	120-51985.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$30,000.00	
Approved Requests:	$2,162.35	
Budget Available:	$27,837.65	
Current Requests:	$500.00	
Budget Balance:	$27,337.65	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/31/2013

cc: Finance Director / Buyer

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Appendix C

Montgomery County Commission
Travel / Training Request Approval

Agenda
JAN - 6 2014

Request # 1

Date: December 18, 2013
To: Donald L. Mims, Administrator
From: Judge Steven L. Reed
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL

Departure Date: January 15, 2014 Return Date: January 16, 2014

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: to attend Alabama Licesnsing Officials Conference

Traveler (s) Name:
1. Kim Brown/Virginia Davis
2. Brenda Robinson/Vanessa Evans
3. Elizabeth Talley/Shamika Butts
4. Lasheenia Williams
5. Tikishia McCloud
6. Caron Young/Alesia Miles

Check Mode of Transportation:
County Vehicle [ ] Commercial Air [ ]
Private Vehicle [X] Other (Specify) [ ]

Total (est.) Cost: $1,385.60 Advance Registration Required: $1,250.00

Department Name: Probate Fund Name: 783-51350-265

Additional Comments:

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

The above request is app. 01/06/13 reimbursement of actual and necessary expenses in the approximate amount of $1,385.60 and advance registration of $1,250.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department	
Fund Code:	783-51350.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$3,000.00
Approved Requests:	$0.00
Budget Available:	$3,000.00
Current Requests:	$1,385.60
Budget Balance:	$1,614.40

Reviewed by: S. Thomas
Date: 12/18/2013
cc: Finance Director / Buyer

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Revised October 12, 2005

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title: Latent Fingerprint Examiner

   Position Number: 16

ORIGINAL

   Proposed Effective Date: January 6, 2014

   Type of Appointment: (X) Permanent ( ) Temporary

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

   Pay Grade: Latent Fingerprint Examiner $38,734 - $55,138

D T Marshall

Department Head mw Date December 31, 2013

2. Administrative Review
   ( ) Approved
   ( ) Disapproved

____
Funding Authority

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

_______________ Date ______
Personnel Director

4. Selectee: _______________

_______________ Date ______
Appointing Authority

5. ( ) Manpower data entered by _______________ Date ______
   ( ) Payroll entered by _______________ Date ______

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POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: Captain Gayle Atchison

1. Position Title Retired RSA Employee (Professional)

   Position Number To be Determined

   Proposed Effective Date January 6, 2014

ORIGINAL

Type of Appointment ( ) Permanent ( ) Temporary

Recruiting

( ) Promotional Register
( ) Open Competitive Register
( ) Transfer
X Reemployment Retired RSA Employee

Pay Grade A5/Within Statutory Limits for Retired RSA Employee

D T Marshall
Department Head

Date ____________

2. Administrative Review
   ( ) Approved
   ( ) Disapproved

____
Funding Authority

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

______________________________ Date ____________
Personnel Director

4. Selectee: ______________________________

______________________________ Date ____________
Appointing Authority

5. ( ) Manpower data entered by ______________________ Date ________
   ( ) Payroll entered by ______________________ Date ________

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

<table>
<tr><td colspan="2">**1. Grantee Name & Address:**
Montgomery County Sheriff's Department
115 S. PERRY ST
MONTGOMERY, AL 36104-4243</td><td colspan="2">**2. Issuing Office & Address:**
Alabama Law Enforcement Agency
PO Box 304115 Montgomery, AL
36130-4115</td></tr>
<tr><td>**3. FY**

2013</td><td>**4. Amount of:**

Federal: $55,000.00

Total: $55,000.00</td><td>**5. Effective Dates**

Begin:10/8/2013

End: 02/27/2015</td><td>**6. Grant Number:**

3LEL</td></tr>
</table>

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub-grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2013 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations: The sub-grantee must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Part 220, Cost Principles for Educational Institutions; 2 CFR Part 225, Cost Principles for State and Local Governments; 2 CFR Part 230, Cost Principles for Non-Profit Organizations; and 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. Also, the sub-grantee 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. In addition, the sub-grantee must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.

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 sub-grantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant 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 sub-grantee has not expended the amount of federal funds that would require a compliance audit. The sub-grantee agrees to accept these requirements.

4. Non-Supplanting Agreement: The sub-grantee shall not use grantor 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 sub-grantee may resume charging for the grant position.

Initial Here D.C.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

5. Project Implementation: The sub-grantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. 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 sub-grant must be approved, in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant 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.

8. Bidding Requirements: The sub-grantee 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.

9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all homeland security grant related financial matters, including personnel and travel costs. Sub-grantees must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available upon request. Personnel and travel costs must also be consistent with the jurisdiction's policies and procedures, and must be applied uniformly to both federally financed and locally financed activities of the agency. In the absence of jurisdictional requirements, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. *However, at no time can the agency's travel and lodging expenses 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: Grant 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 grant funds dated after the expiration of the grant period will not be eligible for reimbursement.

11. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the sub-grantees approved project plan and budget. Items submitted for reimbursement must be in the sub-grantee's approved grant budget and documented in the budget detail worksheet in order to be eligible for reimbursement. Grants failing to meet this requirement without prior written approval are subject to cancellation. Additionally, payments will be adjusted to correct previous overpayments, disallowances or under payments resulting from audit.

12. Recording and Documentation of Receipts and Expenditures: Sub-grantee'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 grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities 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 grant 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, grant award documents, etc.

13. Financial Responsibility: The financial responsibility of sub-grantees must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;

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.

14. Property Control:

a. Effective control and accountability must be maintained for all grant-purchased property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should ensure proper use, maintenance, protection and preservation of such property.

b. Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

c. Use and Disposition: Equipment shall be used by the sub-grantee 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. Theft, destruction, or loss of property shall be reported to ALEA immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable and coordinated in advance with ALEA.

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 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: The sub-grantee agrees that, when practicable, any equipment purchased with grant funding 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 the ALEA.

15. Performance: This grant 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 grant conditions or other obligations established by ALEA. In the event the sub-grantee fails to perform the services described herein and has previously received financial assistance from ALEA, the sub-grantee shall reimburse ALEA the full amount of the payments made. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, the sub-grantee shall proportionally reimburse ALEA for payments made.

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

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

17. Americans with Disabilities Act of 1990 (ADA): The sub-grantee 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: Sub-grantees 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 contract 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 grant application, the sub-grantee 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 sub-grantees 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 grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant, or government-wide suspension or debarment.

23. Publications: The sub-grantee agrees that all publications created with funding under this grant 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 sub-grantee 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 sub-grantees or interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.

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 grants 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 grant award.

26. Compliance Agreement: The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the grant.

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

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COOPERATIVE GRANT 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. Grant funds may be used to cover only the portion of the rental/lease period that occurs during the grant 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 grant (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 space. Please note that the grant can only be charged for the grant's portion of rental costs. The grant cannot be used for mortgage payments as this is unallowable.

28. <u>Suspension or Termination of Funding</u>: ALEA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a sub-grantee 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 grant, 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 approved for funding.

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. <u>National Incident Management System (NIMS)</u>: The State met the NIMS compliance requirements in order to receive FY13 homeland security grant funding. The jurisdictions and agencies that established NIMSCAST accounts and submitted their annual rollups by the annual deadline are also eligible to receive FY13 homeland security grant funding.

a. County sub-grantees of FY13 Homeland Security grants (i.e., those that met the NIMS compliance requirements) may only allocate or use HS funding for those cities, towns, and agencies that also met the annual NIMS deadline. 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 County allocates or uses FY13 Homeland Security funding for a city, town or agency that is <u>not</u> NIMS compliant, ALEA will not process the reimbursement request and it will be returned without action.

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COOPERATIVE GRANT 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 sub-grantee agrees to remain a party to the AMAS program.

31. Budget Detail Worksheet (BDW):

a. The sub-grantee agrees to submit a Budget Detail Worksheet to the Alabama Law Enforcement Agency (ALEA) and must await formal approval of the worksheet in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the items requested. The worksheet submitted by the sub-grantee will provide a complete and detailed description of the items (equipment, training, and exercises) to be purchased and will also provide a valid estimate of the actual quantities and costs involved. Care should be taken to ensure the items requested on the worksheet are allowable in accordance with the US DHS grant guidance, and if equipment, listed on the current version of the Authorized Equipment List (AEL). Copies of the fiscal year grant guidance and the current version of the AEL are available on the ALEA web site. Additionally, a revised worksheet must be submitted for addition or deletion of all items from the original worksheet. If additions, deletions, or changes in cost total $5000.00 or more, a new signature sheet by stakeholders is also required. Electronic copies of budget detail worksheet must be submitted within 60 days of receipt of this grant. The electronic budget detail worksheet is a requirement in addition to the paper copies that may have been submitted previously.

b. Special Instructions: In regard to law enforcement, the sub-grantee agrees to spend the appropriate percentage of this grant in compliance with US DHS grant guidance and ALEA special instructions. Additionally, the amount to be spent and the percentage for the expenditures for law enforcement will be documented in a letter and attached to the budget detail worksheet.

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 sub-grantees 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 sub-grantee'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

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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

b. Detailed budget worksheets will document program expenses as prescribed in other sections of the grant guidance. Detailed budget 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. Homeland Security Exercises: All exercises conducted with HSGP funding must be NIMS compliant and must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The Alabama Emergency Management Agency serves as the single point of contact 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 grant guidance, grant recipients must ensure that an After Action Report and an Improvement Plan are prepared for each exercise conducted with US DHS and FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise point of contact and submitted to the FEMA secure portal within 60 days following each exercise.

34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in FY13 HSGP grant guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not normally 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), 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 DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to spend FY13 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, subgrantees must provide to the SAA (ALEA) appropriate documentation required by HSGP grant guidance (for forwarding to FEMA) prior to draw down of funds. Subgrantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects that were initiated or completed before an EHP review was concluded and used HSGP funds will be de-obligated. MMRS funds may not be used for any type of construction.

36. 13LEL Special Requirements: This grant is for the Regional Law Enforcement Team only. Sub-grantees will submit invoices for reimbursement within 30 days of expenditure and receipt of resources resulting from the expenditure; including but not limited to equipment, training, travel and lodging. Sub-grantees will place special effort in active shooter education for the private sector within their respective regions as well as for law enforcement. The State of Alabama recognized and adopted programs for active shooter education are; *Run, Hide, Fight;* and the *Alabama Advanced Law Enforcement Rapid Response Training (ALERRT)*, respectively.

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Any and all training expenditures will be pre-approved thru the Alabama Law Enforcement Agency (ALEA), Office of Homeland Security and Domestic Preparedness, including but not limited to equipment, tuition, lodging, travel, and meal expenses.

Sub-grantees will participate in a minimum of four (4) HSEEP compliant exercises (see paragraph 33). In order to receive reimbursement for any exercise costs the exercise must be HSEEP compliant and an After Action Report/Improvement Plan (AAR/IP) must be submitted with the reimbursement request.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

CERTIFICATION BY COUNTY HOMELAND SECURITY (HS) POINT OF CONTACT (POC)

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; 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 Project Director as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address: 115 South Perry St Montg. AL 36104

Phone Number: (334) 832-1646

Fax Number: (334) 832-7117

Mobile Number: (334) 850-1329

E-Mail Address: Derrick Cunningham@mc-ala.org

Signature: [signature] Date: 12/19/13

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; 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 grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name:

Title:

Agency Address:

Phone Number:

Signature: Date:

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Secretary, Alabama Law Enforcement Agency

Signature: [signature] Date: 12/6/2013

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

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

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

1. LOBBYING

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

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

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

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

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

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

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant: and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending	

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

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

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant 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 grant award being delayed and/or cancelled.

Form Completed By
Name: Title:

Signature:

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

<table>
<tr><td colspan="2">**1. Grantee Name & Address:**
Montgomery County Sheriff's Department
115 S. PERRY ST
MONTGOMERY, AL 36104-4243</td><td colspan="2">**2. Issuing Office & Address:**
Alabama Law Enforcement Agency
PO Box 304115 Montgomery, AL
36130-4115</td></tr>
<tr><td>**3. FY**
2011</td><td>**4. Amount of:**
Federal: $14,250.00
Total: $14,250.00</td><td>**5. Effective Dates**
Begin:12/1/2013
End: 2/15/2014</td><td>**6. Grant Number:**
1ICL</td></tr>
</table>

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub-grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2011 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations: The sub-grantee must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Part 220, Cost Principles for Educational Institutions; 2 CFR Part 225, Cost Principles for State and Local Governments; 2 CFR Part 230, Cost Principles for Non-Profit Organizations; and 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. Also, the sub-grantee 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. In addition, the sub-grantee must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.

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 sub-grantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant 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 sub-grantee has not expended the amount of federal funds that would require a compliance audit. The sub-grantee agrees to accept these requirements.

4. Non-Supplanting Agreement: The sub-grantee shall not use grantor 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 sub-grantee may resume charging for the grant position.

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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

5. Project Implementation: The sub-grantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. 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 sub-grant must be approved, in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant 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.

8. Bidding Requirements: The sub-grantee 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.

9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all homeland security grant related financial matters, including personnel and travel costs. Sub-grantees must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available upon request. Personnel and travel costs must also be consistent with the jurisdiction's policies and procedures, and must be applied uniformly to both federally financed and locally financed activities of the agency. In the absence of jurisdictional requirements, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. *However, at no time can the agency's travel and lodging expenses 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: Grant 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 grant funds dated after the expiration of the grant period will not be eligible for reimbursement.

11. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the sub-grantees approved project plan and budget. Items submitted for reimbursement must be in the sub-grantee's approved grant budget and documented in the budget detail worksheet in order to be eligible for reimbursement. Grants failing to meet this requirement without prior written approval are subject to cancellation. Additionally, payments will be adjusted to correct previous overpayments, disallowances or under payments resulting from audit.

12. Recording and Documentation of Receipts and Expenditures: Sub-grantee'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 grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities 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 grant 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, grant award documents, etc.

13. Financial Responsibility: The financial responsibility of sub-grantees must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;

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.

14. Property Control:

a. Effective control and accountability must be maintained for all grant-purchased property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should ensure proper use, maintenance, protection and preservation of such property.

b. Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

c. Use and Disposition: Equipment shall be used by the sub-grantee 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. Theft, destruction, or loss of property shall be reported to ALEA immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable and coordinated in advance with ALEA.

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 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: The sub-grantee agrees that, when practicable, any equipment purchased with grant funding 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 the ALEA.

15. Performance: This grant 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 grant conditions or other obligations established by ALEA. In the event the sub-grantee fails to perform the services described herein and has previously received financial assistance from ALEA, the sub-grantee shall reimburse ALEA the full amount of the payments made. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, the sub-grantee shall proportionally reimburse ALEA for payments made.

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

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

COOPERATIVE GRANT AGREEMENT
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17. Americans with Disabilities Act of 1990 (ADA): The sub-grantee 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: Sub-grantees 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 contract 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 grant application, the sub-grantee 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 sub-grantees 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 grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant, or government-wide suspension or debarment.

23. Publications: The sub-grantee agrees that all publications created with funding under this grant 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 sub-grantee 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 sub-grantees or interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.

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 grants 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 grant award.

26. Compliance Agreement: The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the grant.

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

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COOPERATIVE GRANT AGREEMENT
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a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Grant funds may be used to cover only the portion of the rental/lease period that occurs during the grant 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 grant (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 space. Please note that the grant can only be charged for the grant's portion of rental costs. The grant 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 another sanction on a sub-grantee 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 grant, 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 approved for funding.

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 State met the NIMS compliance requirements in order to receive FY13 homeland security grant funding. The jurisdictions and agencies that established NIMSCAST accounts and submitted their annual rollups by the annual deadline are also eligible to receive FY13 homeland security grant funding.

a. County sub-grantees of FY13 Homeland Security grants (i.e., those that met the NIMS compliance requirements) may only allocate or use HS funding for those cities, towns, and agencies that also met the annual NIMS deadline. 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 County allocates or uses FY13 Homeland Security funding for a city, town or agency that is not NIMS compliant, ALEA will not process the reimbursement request and it will be returned without action.

Initial Here D.C.
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COOPERATIVE GRANT 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 sub-grantee agrees to remain a party to the AMAS program.

31. Budget Detail Worksheet (BDW):

a. The sub-grantee agrees to submit a Budget Detail Worksheet to the Alabama Law Enforcement Agency (ALEA) and must await formal approval of the worksheet in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the items requested. The worksheet submitted by the sub-grantee will provide a complete and detailed description of the items (equipment, training, and exercises) to be purchased and will also provide a valid estimate of the actual quantities and costs involved. Care should be taken to ensure the items requested on the worksheet are allowable in accordance with the US DHS grant guidance, and if equipment, listed on the current version of the Authorized Equipment List (AEL). Copies of the fiscal year grant guidance and the current version of the AEL are available on the ALEA web site. Additionally, a revised worksheet must be submitted for addition or deletion of all items from the original worksheet. If additions, deletions, or changes in cost total $5000.00 or more, a new signature sheet by stakeholders is also required. Electronic copies of budget detail worksheet must be submitted within 60 days of receipt of this grant. The electronic budget detail worksheet is a requirement in addition to the paper copies that may have been submitted previously.

b. Special Instructions: In regard to law enforcement, the sub-grantee agrees to spend the appropriate percentage of this grant in compliance with US DHS grant guidance and ALEA special instructions. Additionally, the amount to be spent and the percentage for the expenditures for law enforcement will be documented in a letter and attached to the budget detail worksheet.

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 sub-grantees 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 sub-grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
- Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
- Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard
- Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
- Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained
- Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments

Initial Here D.C.
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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

b. Detailed budget worksheets will document program expenses as prescribed in other sections of the grant guidance. Detailed budget 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. Homeland Security Exercises: All exercises conducted with HSGP funding must be NIMS compliant and must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The Alabama Emergency Management Agency serves as the single point of contact for homeland security and emergency management related exercises within the state. All exercises must be coordinated in advance with Sam Guerrera or 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 grant guidance, grant recipients must ensure that an After Action Report and an Improvement Plan are prepared for each exercise conducted with US DHS and FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise point of contact and submitted to the FEMA secure portal within 60 days following each exercise.

34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in FY12 HSGP grant guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not normally 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), 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 DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to spend FY12 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, subgrantees must provide to the SAA (ALEA) appropriate documentation required by HSGP grant guidance (for forwarding to FEMA) prior to draw down of funds. Subgrantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects that were initiated or completed before an EHP review was concluded and used HSGP funds will be de-obligated. MMRS funds may not be used for any type of construction.

36. Special Instructions: This grant is for allowable costs related to Operation Murphy 2014 Exercise.

Initial Here D.C.
10-8

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

CERTIFICATION BY COUNTY HOMELAND SECURITY (HS) POINT OF CONTACT (POC)	
I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; 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 Project Director as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.	
Name: Derrick Cunningham	
Title: Chief Deputy	
Agency Address: 115 South Perry St. Montg. AL. 36104	
Phone Number: (334) 832-1646	
Fax Number: (334) 832-7113	
Mobile Number: (334) 850-1329	
E-Mail Address: DerrickCunningham@mc-ala.org	
Signature: Derrick Cunningham	Date: 12-26-13

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN	
I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; 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 grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.	
Name:	
Title:	
Agency Address:	
Phone Number:	
Signature:	Date:
NOTE: THE POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.	

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR	
Name: Spencer Collier	
Title: Secretary, Alabama Law Enforcement Agency	
Signature: S Collier	Date: 12/18/2013

Initial Here D.C.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

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

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

1. LOBBYING

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

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

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

Initial Here D.C.
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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

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 GRANTEES **RECEIVING $50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT 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 GRANTEES RECEIVING $50,000 OR MORE.**

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

Initial Here D. C.
10-11

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

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 grant 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 grant award being delayed and/or cancelled.

Form Completed By
Name: Title:

Signature:

Initial Here D.C.
10-12

DISTRICT ATTORNEY
POSITION FILL REQUEST

ORIGINAL

DEPARTMENT HEAD: **Ellen Brooks**

SUPERVISOR: **Rhonda Cape**

POSITION TITLE: **Director, Pre-Trial Diversion**

POSITION NO: **420002001**

PROPOSED EFFECTIVE DATE: **01/6/14**

TYPE OF APPOINTMENT: **(X) PERMANENT** **( ) TEMPORARY**

RECRUITING:

(X) OPEN **( ) TRANSFER**

( ) PROMOTION **(X) PROMOTION/TRANSFER**

PAY GRADE: A13-01 **SALARY RANGE: $71,587-$101,907**

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:** __________

11-2

MONTGOMERY COUNTY COMMISSION
SALES TAX COLLECTION COMPARISON - 1.5% SAME
AUGUST 2013 COMPARED TO AUGUST 2012

Month Taxes Deposited	FY 13 County Collections at 1.5%	FY 13 Compared to FY 12: FY 12 County Collections at 1.5%	Difference	%
AUGUST	$3,153,053.75	$3,150,849.41	2,204	0.07%

MONTGOMERY COUNTY COMMISSION
SALES TAX COLLECTION COMPARISON - 1.5% SAME
AUGUST 2012 COMPARED TO AUGUST 2011

Month Taxes Deposited	FY 12 Compared to FY 11: FY 12 County Collections at 1.5%	FY 11 Total Collections at 1.5%	Difference	%
AUGUST	$3,150,849.41	$3,135,660.82	15,189	0.48%

NOTES:

Montgomery County Participated In The Initial Weather Preparedness Tax Holiday Held The Weekend Of July 6-8, 2012. Thus, Sales & Use Taxes Reported To Montgomery County In August 2012 For The July 2012 Tax Period Should Have Been Net Of Items Deducted For Items Sold And/Or Purchased During The July 6-8, 2012 Weather Preparedness Tax Holiday Weekend.

MONTGOMERY COUNTY COMMISSION
SALES TAX COLLECTION COMPARISON - 1.5% SAME
MARCH 2013 COMPARED TO MARCH 2012

Month Taxes Deposited	FY 13 County Collections at 1.5%	FY 13 Compared to FY 12: FY 12 County Collections at 1.5%	Difference	%
MARCH	$3,131,421.86	$3,237,955.70	(106,534)	-3.29%

MONTGOMERY COUNTY COMMISSION
SALES TAX COLLECTION COMPARISON - 1.5% SAME
MARCH 2012 COMPARED TO MARCH 2011

Month Taxes Deposited	FY 12 Compared to FY 11: FY 12 County Collections at 1.5%	FY 11 Total Collections at 1.5%	Difference	%
MARCH	$3,237,955.70	$3,098,921.29	139,034	4.49%

NOTES:

Montgomery County Did NOT Participate In The Weather Preparedness Tax Holiday Held The Weekend Of February 22-24, 2013. Thus, Sales & Use Taxes Reported To Montgomery County In March 2013 For The February 2013 Tax Period Should NOT Have Been Net Of Items Deducted For Items Sold And/Or Purchased During The February 22-24, 2013 Weather Preparedness Tax Holiday Weekend.

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Alabama Department of Revenue

www.revenue.alabama.gov

2014 SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY

Alabama will hold its third annual sales tax holiday, beginning Friday, February 21, 2014 at 12:01 a.m. and ending Sunday, February 23, 2014 at 12 midnight, giving shoppers the opportunity to purchase certain severe weather preparedness items free of state sales tax. Local sales tax may apply.

For more information, contact us 8:00 a.m. – 5:00 p.m., CST
Monday through Friday
334-242-1490 or 866-576-6531

COVERED ITEMS - $60 or Less, per ITEM EXEMPT:		
• AAA-cell batteries AA-cell batteries C-cell batteries D-cell batteries 6-volt batteries 9-volt batteries • Cellular phone battery • Cellular phone charger • Portable self-powered or battery-powered radio, two-way radio, weatherband radio or NOAA weather radio • Portable self-powered light source, including battery-powered flashlights, lanterns, or emergency glow sticks	• Tarpaulin • Plastic sheeting • Plastic drop cloths • Other flexible, waterproof sheeting • Ground anchor system, such as bungee cords or rope, or tie-down kit • Duct tape • Plywood, window film or other materials specifically designed to protect window coverings • Non-electric food storage cooler or water storage container • Non-electric can opener	• Artificial ice • Blue ice • Ice packs • Reusable ice • Self-contained first aid kit • Fire extinguisher • Smoke detector • Carbon monoxide detector • Gas or Diesel fuel tank or container
TAXABLE:		
• Coin batteries • Automobile and boat batteries		

A single purchase with a sales price of $1000 or Less EXEMPT:
Any portable generator and power cords – used to provide light or communications or preserve food in the event of a power outage.

12-3

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
Tax & Audit Department
P.O. Box 4779
Montgomery, Alabama 36103-4779

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mc-ala.org

MEMORANDUM

DATE: December 3, 2013

TO: Donald L. Mims, County Administrator

FROM: Terri A. Henderson, Revenue Manager Terri A. Henderson 12/3/2013

RE: **2014 Severe Weather Preparedness Tax Holiday, February 21-23, 2014**

Please see copy of the notice attached printed today from the State of Alabama Department of Revenue ("ADOR") that is dated October 18, 2013 specific to the 2014 Severe Weather Preparedness Sales Tax Holiday. This is the Sales Tax Holiday enacted pursuant to Act No. 2012-256 that was first passed and signed into law on April 26, 2012. The 2014 Severe Weather Preparedness Tax Holiday is scheduled for the weekend of **February 21-23, 2014**.

If we are going to participate in the 2014 Severe Weather Preparedness Tax Holiday, I would respectfully request that this item be included for discussion and/or placed on the agenda for the Montgomery County Commission meeting on December 16, 2013, or as soon as possible thereafter. Please see the Resolution attached that has been drafted for further consideration in this matter for proposed action at the Montgomery County Commission meeting on January 6, 2014. Written notice of our participation and a certified copy of our Resolution and/or notification of our decision not to participate in 2014 will be due back to the ADOR before or **not later than the January 21, 2014** deadline.

Please note the 2014 Severe Weather Preparedness Tax Holiday is in addition to the 2014 Back To School Sales Tax Holiday, which should be subsequently scheduled for August 1-3, 2014. Please let me know if you need anything further. Thank you in advance for your assistance with this matter.

tah/attachment

RESOLUTION PROVIDING FOR MONTGOMERY COUNTY'S PARTICIPATION IN THE "SALES TAX HOLIDAY" IN FEBRUARY 2014, AS AUTHORIZED BY ACT NO. 2012-256

WHEREAS, during its 2012 Regular Session, the Alabama Legislature enacted Act No. 2012-256, approved April 26, 2012, which provides an exemption of the state sales and use tax for certain purchases related to severe weather preparedness during the first full weekend in July 2012 and the last full weekend of February in subsequent years; and

WHEREAS, as required by *Code of Alabama 1975, § 11-51-210(e)*, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the severe weather preparedness sales tax holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue at least 14 days prior to the first full weekend of July in 2012 and at least 30 days prior to the last full weekend of February in subsequent years; and

WHEREAS, the exemption of certain county sales and use taxes for the last full weekend of February 2014 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in *Code of Alabama 1975, § 11-51-210(e)*;

WHEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby provide for an exemption of the 2½ percent county sales and use tax on purchases of items covered by Act No. 2012-256 beginning at 12:01 a.m. on Friday, February 21, 2014 and ending at twelve midnight on Sunday, February 23, 2014.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the January 6, 2014 meeting of the Montgomery County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with *Code of Alabama 1975, § 11-51-210(e)*.

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 6th day of January, 2014.

I hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 6th day of January, 2014.

Elton N. Dean, Sr.
Chairman

12-5

JULIE P. MAGEE
Commissioner

State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

MICHAEL E. MASON
Assistant Commissioner
JOE W. GARRETT, JR.
Deputy Commissioner
CURTIS E. STEWART
Deputy Commissioner

October 18, 2013

IMPORTANT **IMPORTANT**

2014 Severe Weather Preparedness Tax Holiday February 21-23, 2014

Deadline to notify ADOR: January 21, 2014

The 2014 Severe Weather Preparedness Tax Holiday begins at 12:01 a.m. on Friday, February 21, 2014, and ends at twelve midnight on Sunday, February 23, 2014. As required by the Sales Tax Holiday for Severe Weather Preparedness Rule, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Severe Weather Preparedness Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before January 21, 2014. The Department will compile this information into a list of all counties and municipalities participating in the Severe Weather Preparedness Tax Holiday and issue a current publication of the list on its website at: **www.revenue.alabama.gov/salestax/ WPSalesTaxHol.htm**

Notification of participation in the sales tax holiday may not be included in the published list if received after Jan. 21, 2014.

Your taxpayers want to know if your locality will participate in the 2014 Weather Preparedness Tax Holiday.

~ ACTION REQUIRED ~

Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision before January 21, 2014.

Participating? - Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.

Not Participating? - It is important that you inform us via email, fax, or letter of that fact.

Taxpayers rely on the list provided by the Department of Revenue and the Department cannot post a locality's participation status based on assumption; notification of nonparticipation or copies of resolution/ordinance from the locality is required.

Notification can be faxed, mailed or emailed:

FAX: 334-353-7666

MAIL: ALABAMA DEPARTMENT OF REVENUE
Attention: Wanda Robbins, Room 4311
Sales & Use Tax Division
Post Office Box 327900
Montgomery, Alabama 36132-7900

EMAIL: wanda.robbins@revenue.alabama.gov

QUESTIONS: 334-353-8044

"An Affirmative Action / Equal Opportunity Employer"

12-6

FLOOD DAMAGE PREVENTION ORDINANCE
Non-Coastal/Riverine Communities

ARTICLE 1

Statutory Authorization, Findings of Fact, Purpose And Objectives

SECTION A STATUTORY AUTHORIZATION

The Legislature of the State of Alabama has in Title 11, Chapter 19, Sections 1-24, Chapter 45, Sections 1-11, Chapter 52, Sections 1-84, and Title 41, Chapter 9, Section 166 of the Code of Alabama, 1975, authorized local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the County Commission, of Montgomery County, Alabama, does ordain as follows:

SECTION B FINDINGS OF FACT

(1) The flood hazard areas of Montgomery County, Alabama are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are caused by the occupancy in flood hazard areas of uses vulnerable to floods, which are inadequately elevated, flood proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities.

SECTION C STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(1) require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(2) restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion

(3) control filling, grading, dredging and other development which may increase flood damage or erosion, and;

(4) prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands;

(5) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters.

SECTION D **OBJECTIVES**

The objectives of this ordinance are:

(1) to protect human life and health;

(2) to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

(3) to help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas,

(4) to minimize expenditure of public money for costly flood control projects;

(5) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(6) to minimize prolonged business interruptions, and;

(7) to insure that potential home buyers are notified that property is in a flood area.

ARTICLE 2

GENERAL PROVISIONS

SECTION A **LANDS TO WHICH THIS ORDINANCE APPLIES**

This ordinance shall apply to all Areas of Special Flood Hazard within the jurisdiction of Montgomery County, Alabama.

SECTION B **BASIS FOR AREA OF SPECIAL FLOOD HAZARD**

The Areas of Special Flood Hazard identified by the Federal Emergency Management Agency in its **Flood Insurance Study (FIS), dated February 5, 2014**, with accompanying maps and other supporting data **and any revision thereto**, are adopted by reference and declared a part of this ordinance. For those land areas acquired by a municipality through annexation, the current effective FIS and data for Montgomery County are hereby adopted by reference. Areas of Special Flood Hazard may also include those areas known to have flooded historically or defined through standard engineering analysis by governmental agencies or private parties but not yet incorporated in a FIS.

SECTION C: **ESTABLISHMENT OF DEVELOPMENT PERMIT**

A Development Permit shall be required in conformance with the provisions of this ordinance PRIOR to the commencement of any Development activities.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, extended, converted or altered without **full compliance** with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and; (3) deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Montgomery County or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION H. PENALTIES FOR VIOLATION

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than **$500.00** or imprisoned for not more than **30** days, or both, and in addition, shall pay all costs and expenses involved in the case: Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Montgomery County from taking such other lawful actions as is necessary to prevent or remedy any violation.

SECTION I. SAVINGS CLAUSE

If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held to be noncompliant with 44 Code of Federal Regulation 59-78, such decision shall not affect the validity of the remaining portions of this ordinance.

ARTICLE 3

ADMINISTRATION

SECTION A DESIGNATION OF ORDINANCE ADMINISTRATOR

The Montgomery County Building Permit Department is hereby appointed to administer and implement the provisions of this ordinance.

SECTION B PERMIT PROCEDURES

Application for a Development Permit shall be made to Montgomery County on forms furnished by the community **PRIOR** to any development activities, and may include, but not be limited to the following: Plans in duplicate drawn to scale showing the elevations of the area in question and the nature, location, dimensions, of existing or proposed structures, fill placement, storage of materials or equipment, and drainage facilities.

Specifically, the following information is required:

(1) Application Stage -

(a) Elevation in relation to mean sea level (or highest adjacent grade) of the regulatory lowest floor level, including basement, of all proposed structures;

(b) Elevation in relation to mean sea level to which any non-residential structure will be flood proofed;

(c) Design certification from a registered professional engineer or architect that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 4, Sections B(2) and E(2);

(d) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development, and;

(2) Construction Stage -

For all new construction and substantial improvements, the permit holder shall provide to the Floodplain Administrator an as-built certification of the regulatory floor elevation or flood-proofing level **using appropriate FEMA elevation or flood-proofing certificate** immediately after the lowest floor or flood proofing is completed. When flood proofing is utilized for non-residential structures, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same.

Any work undertaken prior to submission of these certifications shall be at the permit holder's risk. The Floodplain Administrator shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being allowed to proceed. Failure to submit certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

SECTION C DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but shall not be limited to:

(1) Review all development permits to assure that the permit requirements of this ordinance have been satisfied; and, assure that sites are reasonably safe from flooding.

(2) Review proposed development to assure that all necessary permits have been received from governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Require that copies of such permits be provided and maintained on file.

(3) When Base Flood Elevation data or floodway data have not been provided in accordance with Article 2 Section B, then the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other sources in order to administer the provisions of Article 4.

(4) Verify and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the regulatory floor level, including basement, of all new construction or substantially improved structures in accordance with Article 3 Section B(2) .

(5) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved structures have been flood-proofed, in accordance with Article 4, Sections B (2) and E (2).

(6) When flood proofing is utilized for a structure, the Floodplain Administrator shall obtain certification of design criteria from a registered professional engineer or architect in accordance with Article 3(B)(1)(c) and Article 4(B)(2) or (E)(2).

(7) Notify adjacent communities and the Alabama Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA), and the Alabama Department of Economic and Community Affairs/Office of Water Resources/NFIP State Coordinator's Office.

(8) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to the FEMA and State to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained.

(9) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.

(10) All records pertaining to the provisions of this ordinance shall be maintained in the office of the Floodplain Administrator and shall be open for public inspection.

ARTICLE 4

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A GENERAL STANDARDS

In ALL Areas of Special Flood Hazard the following provisions are required:

(1) New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse and lateral movement of the structure;

(2) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage;

(3) New construction and substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage;

(4) <u>Elevated Buildings</u> - All New construction and substantial improvements of existing structures that include **ANY fully enclosed area** located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters.

(a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:

(i) Provide a **minimum of two openings** having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

(ii) The bottom of all openings shall be no higher than one foot above grade; and,

(iii) Openings may be equipped with screens, louvers, valves and other coverings and devices provided they permit the automatic flow of floodwater in both directions.

(b) So as not to violate the "Lowest Floor" criteria of this ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area; and,

(c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.

(5) All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(6) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces.

(7) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(8) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;

(9) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding, and;

(10) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this ordinance, shall be undertaken only if the non- conformity is not furthered, extended or replaced.

SECTION B SPECIFIC STANDARDS

In ALL Areas of Special Flood Hazard designated as A1-30, AE, AH, A (with estimated BFE), the following provisions are required:

(1) New construction and substantial improvements - Where base flood elevation data are available, new construction and substantial improvement of any structure or manufactured home **shall have the lowest floor, including basement, elevated no lower than two feet above the base flood elevation**. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section A(4), "Elevated Buildings."

(2) Non-Residential Construction - New construction and substantial improvement of any non-residential structure located in A1-30, AE, or AH zones, may be flood-proofed in lieu of elevation. **The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to two (2) feet above the base flood elevation,** with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section C (6).

(3) Standards for Manufactured Homes and Recreational Vehicles - Where base flood elevation data are available:

(a) All manufactured homes placed and substantially improved on: (i) individual lots or parcels, (ii) in new or substantially improved manufactured home parks or subdivisions, (iii) in expansions to existing manufactured home parks or subdivisions, or (iv) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as the result of a flood, must have the lowest floor including basement elevated no lower than two feet above the base flood elevation.

(b) Manufactured homes placed and substantially improved in an existing manufactured home park or subdivision may be elevated so that either:

(i) The lowest floor of the manufactured home is elevated no lower than two feet above the level of the base flood elevation, or

(ii) Where no Base Flood Elevation exists, the manufactured home chassis and supporting equipment is supported by reinforced piers or other foundation elements of at least equivalent strength and is elevated to a maximum of 60 inches (five feet) above grade.

(c) All Manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. (Refer: Article 4, Section A)

(d) All recreational vehicles placed on sites must either:

(i) Be on the site for fewer than 180 consecutive days, fully licensed and ready for highway use if it is licensed, on it's wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions; or

(ii) The recreational vehicle must meet all the requirements for "New Construction," including the anchoring and elevation requirements of Article 4 Section B (3)(a)(c), above.

(4) **STANDARDS FOR SUBDIVISIONS**

(a) All subdivision proposals shall be consistent with the need to minimize flood damage;

(b) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;

(c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;

(d) Base flood elevation data shall be provided for subdivision proposals and all other proposed development, including manufactured home parks and subdivisions, greater than fifty (50) lots or five (5) acres, whichever is the lesser.

Section C Floodways

(1) **Floodway:** Located within Areas of Special Flood Hazard established in Article 2, Section B, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

(a) The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point;

(b) Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the adopted regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment **shall not result in any increase** in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof;

(c) A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and floodway revision, fulfills the requirements for such revisions as established under the provisions of § 65.12, and receives the approval of the Administrator.

(d) Require, until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than **one foot** at any point within the community.

(e) **ONLY** if Article 4 (C)(1)(b), (c) or (d), above are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article 4.

SECTION D BUILDING STANDARDS FOR STREAMS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS (APPROXIMATE A-ZONES)

Located within the Areas of Special Flood Hazard established in Article 2, Section B, where streams exist but no base flood data have been provided (Approximate A-Zones), the following provisions apply:

(1) When base flood elevation data or floodway data have not been provided in accordance with Article 2(B), then the Floodplain Administrator shall obtain, review, and reasonably utilize any scientific or historic Base Flood Elevation and floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 4. ONLY if data are not available from these sources, then the following provisions (2&4) shall apply:

(2) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.

(3) All development in Zone A must meet the requirements of Article 4, Section A and Section B (1) through (4).

(4) In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than three (3) feet above the highest adjacent grade at the building site. Also, in the absence of a base flood elevation, a manufactured home must also meet the elevation requirements of Article 4, Section B, Paragraph (3)(b)(ii) in that the structure must be elevated to a maximum of 60 inches (5 feet). Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section A (4) "Elevated Buildings".

The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

SECTION E STANDARDS FOR AREAS OF SHALLOW FLOODING (AO ZONES)

Areas of Special Flood Hazard established in Article 2, Section B, may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet (1'-3') above ground, with no clearly defined channel. The following provisions apply:

(1) All new construction and substantial improvements of residential and non-residential structures shall have the lowest floor, including basement, elevated to the flood depth number specified on the Flood Insurance Rate Map (FIRM) above the highest adjacent grade. **If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least Five (5) feet above the highest adjacent grade.** Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section A(4), "Elevated Buildings".

The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

(2) New construction and the substantial improvement of a non-residential structure may be flood-proofed in lieu of elevation. **The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified FIRM flood level or five (5) feet (if no map elevation is listed), above highest adjacent grade,** with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and as required in Articles 3(B)(1)(c) and (3)(B)(2).

(3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

ARTICLE 5 VARIANCE PROCEDURES

(A) The Montgomery County Commission shall hear and decide requests for appeals or variance from the requirements of this ordinance.

(B) The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance.

(C) Any person aggrieved by the decision of the Montgomery County Commission may appeal such decision to the Circuit Court, as provided in Section 11-52-81, Alabama Code 1975.

(D) Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.

(E) Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exists, and the development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.

(F) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.

(G) In reviewing such requests, the Montgomery County Commission shall consider all technical evaluations, relevant factors, and all standards specified in this and other sections of this ordinance.

(H) **Conditions for Variances:**

(1) **A variance shall be issued ONLY when there is:**

(i) a finding of good and sufficient cause,

(ii) a determination that failure to grant the variance would result in exceptional hardship; and,

(iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(2) The provisions of this Ordinance are minimum standards for flood loss reduction, therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and, in the instance of an Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building.

(3) **Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the cost of flood insurance will be commensurate with the increased risk to life and property resulting from the reduced lowest floor elevation.**

(4) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and the Alabama Department of Economic and Community Affairs/Office of Water Resources upon request.

(I) Upon consideration of the factors listed above and the purposes of this ordinance, the Montgomery County Commission may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

ARTICLE 6 DEFINITIONS (Note: * Indicates data must be inserted)

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

"Addition (to an existing building)" means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by an independent perimeter load-bearing wall shall be considered "New Construction".

***"Appeal"** means a request for a review of the Floodplain Administrator interpretation of any provision of this ordinance.

"Area of shallow flooding" means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet, and/or where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

"Area of special flood hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency, Areas of Special Flood Hazard shall be those designated by the local community and referenced in Article 2, Section B.

"Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Basement" means that portion of a building having its floor sub grade (below ground level) on all sides.

"Building" means any structure built for support, shelter, or enclosure for any occupancy or storage.

"Development" means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, and storage of equipment or materials.

"Elevated building" means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, pilings, posts, columns, piers, or shear walls.

***"Existing Construction"** Any structure for which the "start of construction" commenced before September 25, 1978. [i.e., the effective date of the FIRST floodplain management code or ordinance adopted by the community as a basis for that community's participation in the National Flood Insurance Program (NFIP)].

***"Existing manufactured home park or subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before September 25, 1978. [i.e., the effective date of the FIRST floodplain management regulations adopted by a community].

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

a. the overflow of inland or tidal waters; or

b. the unusual and rapid accumulation or runoff of surface waters from any source.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of areas of special flood hazard have been designated as Zone A.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, on which the Federal Emergency Management Agency has delineated the areas of special flood hazard and/or risk premium zones applicable to the community.

"Flood Insurance Study"/ "Flood Elevation Study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide and/or flood-related erosion hazards.

"Floodplain" means any land area susceptible to being inundated by water from any source.

"Floodway" (Regulatory Floodway) means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Functionally dependent facility" means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facility that are necessary for the loading and unloading of cargo or passengers, and shipbuilding, and ship repair facilities. The term does not include long-term storage or related manufacturing facilities.

"Highest adjacent grade" means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

"Historic Structure" means any structure that is;

a. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register:

b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district:

c. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or

d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:

    1. By an approved state program as determined by the Secretary of the Interior, or

    2. Directly by the Secretary of the Interior in states without approved programs.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this code.

"Manufactured home" means a building, transportable in one or more section, built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Mean Sea Level" means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929 or other datum.

"National Geodetic Vertical Datum (NGVD)" as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

***"New construction" means** ANY structure (see definition) for which the "start of construction" commenced after September 25, 1978 and includes any subsequent improvements to the structure. [* i.e., the effective date of the FIRST floodplain management ordinance adopted by the community as a basis for community participation in the (NFIP)] and includes any subsequent improvements to such structures.

***"New manufactured home park or subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 25, 1978. [i.e., the effective date of the first floodplain management regulations adopted by a community].

"Repetitive Loss" means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

"Recreational vehicle" means a vehicle which is:

a. Built on a single chassis;

b. 400 square feet or less when measured at the largest horizontal projection;

c. Designed to be self-propelled or permanently towable by a light duty truck; and

d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Remedy a violation" means to bring the structure or other development into compliance with State or local flood plain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

Section 1316: No new flood insurance shall be provided for any property which the Administrator finds has been declared by a duly constituted State or local zoning authority or other authorized public body, to be in violation of State or local laws, regulations or ordinances which are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

"Start of construction" means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation. (Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of buildings appurtenant to the permitted structure, such as garages or sheds not occupied as dwelling units or part of the main structure. (NOTE: accessory structures are NOT exempt from any ordinance requirements) For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. [Substantial damage also means flood related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred. **(Optional)**]

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "repetitive loss" or "substantial damage", regardless of the actual repair work performed. The market value of the building should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. This term includes structures which have incurred "substantial damage", regardless of the actual amount of repair work performed.

For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or; (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

"Substantially improved existing manufactured home parks or subdivisions" is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

"Variance" is a grant of relief from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the Code of Federal Regulations (CFR) §44, Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) and corresponding parts of this ordinance is presumed to be in violation until such time as that documentation is provided.

ARTICLE 7: SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

Ordinance adopted on January 6, 2014.

BY: ____________________
Elton N. Dean, Sr., Chairman
Montgomery County Commission

____
Daniel Harris, Jr., Vice Chairman

____
Jiles Williams, Jr.

____
Reed Ingram

____

Certified by: ____________________
Donald L. Mims, County Administrator

SEAL

Date: ____________________

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U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472

FEMA

Agenda

JAN - 6 2014

DEC 20 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Elton Dean, Sr.
Chairman, Montgomery
County Commission
101 South Lawrence Street
Post Office Box 1667
Montgomery, Alabama 36104

Dear Chairman Dean:

I am writing this letter as an official reminder that Montgomery County, Alabama, has until February 5, 2014, to adopt and have the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office approve floodplain management measures that satisfy 44 Code of Federal Regulations (CFR) Section 60.3(d) of the National Flood Insurance Program (NFIP) regulations.

Montgomery County must adopt floodplain management measures, such as a floodplain management ordinance, that meet or exceed the minimum NFIP requirements (copy enclosed) by February 5, 2014, to avoid suspension from the NFIP. If suspended, your community becomes ineligible for flood insurance through the NFIP, new insurance policies cannot be sold, and existing policies cannot be renewed.

The NFIP State Coordinating Office for your State has verified that Alabama communities may include language in their floodplain management measures that automatically adopt the most recently available flood elevation data provided by FEMA. Your community's floodplain management measures may already be sufficient if the measures include suitable automatic adoption language and are otherwise in accordance with the minimum requirements of the NFIP. The NFIP State Coordinator can assist you further in clarifying questions you may have about automatic adoption.

Under the Flood Disaster Protection Act of 1973, as amended, flood insurance must be purchased by property owners seeking any Federal financial assistance for construction or acquisition of buildings in Special Flood Hazard Areas (SFHAs). This financial assistance includes certain federally guaranteed mortgages and direct loans, federal disaster relief loans and grants, as well as other similarly described assistance from FEMA and other agencies.

In addition, all loans individuals obtain from Federally regulated, supervised, or insured lending institutions that are secured by improved real estate located in SFHAs are also contingent upon the borrower obtaining flood insurance coverage on the building. However, purchasing and maintaining flood insurance coverage on a voluntary basis is frequently recommended for properties located outside SFHAs.

Your NFIP State Coordinator and FEMA would like to assist Montgomery County to ensure it remains in good standing with the NFIP and avoids suspension from the Program. If your community is suspended, it may regain its eligibility in the NFIP by enacting the floodplain management measures established in 44 CFR Section 60.3 of the NFIP regulations. As stated in my previous correspondence, I recommend you contact your NFIP State Coordinator or the FEMA Regional Office if Montgomery County is encountering difficulties in enacting its measures.

I recognize that your community may be in the final adoption process or may have recently adopted the appropriate floodplain management measures. Please submit these measures to the Floodplain Management Program at the Alabama Department of Economic and Community Affairs. Corey Garyotis, P.E., CFM, the NFIP State Coordinator, is accessible by telephone at (334) 353-0853, in writing at the Office of Water Resources, 401 Adams Avenue, Montgomery, Alabama 36104, or by electronic mail at corey.garyotis@adeca.alabama.gov.

The FEMA Regional staff in Atlanta, Georgia, is also available to assist you with your floodplain management measures. The FEMA Regional Office may be contacted by telephone at (770) 220-5200 or in writing. Please send your written inquiries to the Director, Federal Insurance and Mitigation Division, FEMA Region IV, at 3003 Chamblee-Tucker Road, Atlanta, Georgia 30341.

In the event your community does not adopt and/or submit the necessary floodplain management measures that meet or exceed the minimum NFIP requirements, I must take the necessary steps to suspend your community from the NFIP. This letter is FEMA's final notification before your community is suspended from the Program.

Sincerely,

David H. Stearrett, CFM, Chief
Floodplain Management Branch
Federal Insurance and Mitigation Administration

Enclosure

cc: Major P. May, Regional Administrator, FEMA Region IV
Corey Garyotis, P.E., CFM, NFIP State Coordinator, Alabama Department of Economic and Community Affairs
Lonnie McGough, Building Inspector, Montgomery County

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ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Tuesday, January 21, 2014, at 8:00 in the morning.

Donald L. Mims
Administrator

Elton N. Dean, Sr.
Chairman