

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
MARCH 10, 2014

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:08 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

DISCUSSION BY THE COMMISSION

Vice Chairman Harris and Commissioners Ingram and Williams requested a \$200 miscellaneous appropriation from each of their accounts to Empowering Communities Helping Ourselves (ECHO), for program services.

Vice Chairman Harris requested a \$1,000 miscellaneous appropriation from his account to BOE, Jefferson Davis High School for the Health Science Academy to purchase an iPad and case.

After discussion, the Commission agreed to add these items to the miscellaneous appropriations.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims informed the Commission that, at the conclusion of the Formal Session of the County Commission meeting, they would convene a Special Call Meeting of the Montgomery County Emergency Management Communications District Board. Administrator Mims briefed the Commission on the agenda items.

Administrator Mims reminded the Commission that Alabama State Representative Alvin Holmes called a meeting of the Montgomery Delegation at 1:30 p.m. today, and informed them that the Airport Bill and the Service Delivery Fee Bill should be on the agenda for discussion.

Administrator Mims briefed the Commission regarding Budget Change Request Number 1 and Travel Training Request Number 8 from County Commission office. Administrator Mims stated that Clerk III Tonya Mitchell has requested to attend ACCA classes to earn a Certificate in

County Administration. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Administrator Mims briefed the Commission regarding the ratification of a Grant Agreement with the Alabama Department of Economic and Community Affairs regarding Weatherization Assistance Program, Grant Agreement Number DOE-028-13. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented two Cooperative Agreements for the State Homeland Security Grant Program, Grant Number 2FSL (FY2012) and Grant Number 2AMS (FY2012) for the Sheriff's Office. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Administrator Mims presented Amendment Number 3 to Contract with Johnson Controls, Inc., for preventative maintenance on all heating, ventilation, air conditioning and controls, Contract Number 51901-10B-034 for the Detention Facility. After discussion, the Commission agreed to waive rules and add this item to the agenda.

DISCUSSION BY THE COMMISSION

Commissioner Ingram briefed his fellow Commissioners regarding a Venue License Agreement with Garrett Coliseum for the third annual Volunteer Firefighter Appreciation Day to be held on April 19, 2014. Manager of Public Affairs DiDi Henry stated that the contract is the same as last year. Vice Chairman Harris inquired as to what funds would be used to pay for the lease and Administrator Mims stated that it would be funded from the General Fund or the Public Affairs Advertising Budget. Chairman Dean responded for them to decide which fund will cover the costs. Also, the Commission agreed to approve a total budget of \$2,700 for the Appreciation Day, which included \$1,800 for Garrett Coliseum rental. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY DISTRICT ATTORNEY DARYL BAILEY AND DEPUTY DISTRICT ATTORNEY AZZIE TAYLOR

District Attorney Daryl Bailey informed the Commission that it was a pleasure to stand before them as District Attorney. He then introduced Deputy District Attorney Azzie Taylor, who took his place following his appointment to District Attorney.

Mr. Bailey briefed the Commission regarding his priorities as District Attorney, which included addressing violent crime issues, crimes against older citizens and crimes against children. He stated the he would also continue to support One Place Family Justice Center and Helping Montgomery Families Initiative.

Mr. Bailey briefed the Commission regarding a Position Fill Request for Office Runner, Position Number 408080024. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Bailey requested to fill the Child Support Director position and a Pre-Trial Diversion Secretary position. After discussion, the Commission agreed to place these items on the next Thursday Memo as waived rules items.

Mr. Bailey briefed the Commission regarding an Irregular Step Increase for Confidential Secretary from Pay Grade A06 Step 07 to Pay Grade A06 Step 09. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY PASTOR KYLE SEARCY WITH KCS MINISTRIES

Pastor Kyle Searcy with KCS Ministries briefed the Commission regarding the Youth City Program, a non-profit organization. Pastor Searcy requested assistance from the Commission in securing a building for the program and funding for start-up cost. After discussion, Chairman Dean asked Pastor Searcy to meet with Administrator Mims regarding details on the needs for the program.

PRESENTATION BY CHIEF REVENUE CLERK ALLYSON HOLLAND

Chief Revenue Clerk Allyson Holland briefed the Commission regarding a Renewal of the Contract Service Agreement with Certified Mailing Solutions, Inc., for certified mail services for the Revenue Commissioner's Office. After discussion, the Commission agreed to waive rules and add this item to the agenda.

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

County Engineer George C. Speake advised the Commission that bids were opened during the February 28, 2014, ALDOT letting for resurfacing Hayneville Ridge Road from U.S. 82 to the Bullock County line. The low bidder was Wiregrass Construction at \$694,472.90. Construction work should begin in April 2014.

Mr. Speake added that resurfacing work was presently underway on Hickory Grove Road.

Assistant County Engineer, James Kelley, briefed the Commission regarding a proposal for the City and County to jointly participate in a grant program by which ADEM would provide funding to assist in cleaning up discarded tires located on right-of-ways. After discussion, the Commission agreed to place an Agreement with the City of Montgomery on the next agenda.

PRESENTATION BY 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 750053029 and Customer Service Clerk, Position Number 750016023 for the Probate Judge's Office.

Mr. Flowers briefed the Commission regarding the reallocation of a Clerk Typist II to a Customer Service Clerk and related Position Fill Request.

Mr. Flowers briefed the Commission regarding Budget Change Request Number 5 for the Probate Judge's Office.

After discussion, the Commission agreed to waive rules and add these items to the agenda.

PRESENTATION BY CHIEF APPRAISER CLAY HENLEY

Chief Appraiser Clay Henley briefed the Commission regarding Amendment Number 2 to the Contract with Pictometry International Corporation, for the Pictometry Connect internet application for the Appraisal Department. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Henley briefed the Commission regarding Amendment Number 3 to the Contract with Pictometry International Corporation, for the Pictometry Connect View web component for the Appraisal Department. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Henley briefed the Commission regarding Position Fill Requests for Appraiser II, Position Number 850196004, Appraiser II, Position Number 850196005, Appraiser II, Position Number 850196006 and Mapping Technician, Position Number to be determined for the Appraisal Department. After discussion, the Commission agreed to place these items on the next agenda.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE HOWELL AND JUVENILE PROBATION SUPERVISOR BEVERLY WISE

Juvenile Court Administrator Bruce Howell informed the Commission that they have completed their move of juvenile defendants from the Youth Facility to the temporary housing facility at the Mac Sim Butler Detention Facility. The contractors have started renovations at the Youth Facility.

Juvenile Probation Supervisor Beverly Wise informed the Commission that Presiding Circuit Judge Charles Price issued an order designating Dallas County Detention Center, Lee County Youth Development Center and the temporary housing facility at the Mac Sim Butler Detention Facility as temporary juvenile detention facilities for juvenile defendants and/or parties within the jurisdiction of Montgomery County, Alabama.

Mr. Howell informed the Commission that most of the Youth Facility staff moved to the temporary housing facility at the Mac Sim Butler Detention Facility, which left the Youth Facility with only one person overnight. He requested that a security officer be posted at the Youth Facility from 5:00 p.m. to 6:00 a.m. County Attorney Thomas T. Gallion, III, stated that, due to liability purposes, a security officer should be posted at the Youth Facility. After discussion, Chairman Dean instructed him to work out the issue with Administrator Mims and Finance Director Sherrill Thomas. Mr. Howell indicated that he could provide funding for the security guard service from his budget.

Mr. Howell briefed the Commission regarding a Position Fill Request for Clerk Typist II, Position Number 900012009 for the Youth Facility. After discussion, the Commission agreed to place this item on the next agenda.

DISCUSSION BY THE COMMISSION

Commissioner Ingram nominated Commissioner Walker as a member of the Restoration Advisory Board, due to the resignation of Mr. Dimitri Polizos. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented board member appointments to Rolling Hills/Lakes Volunteer Fire Department. After discussion, the Commission agreed to place these appointments on the next agenda.

PRESENTATION BY FINANCE DIRECTOR SHERRILL THOMAS

Finance Director Sherrill Thomas briefed the Commission regarding the renewal of a Standard Software Maintenance Agreement with New World Systems Corporation, which supplies the County's financial software. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding Amendment Number 6 to the Contract with Haynes Ambulance of Alabama, Inc., for emergency medical treatment and transportation services for Montgomery County, Contract Number 52110-10C-018. Commissioner Ingram stated that he would like for Sheriff Marshall, Chief Deputy Cunningham and Administrator Mims to meet with him regarding the bid. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding a Bid Award for kitchen supplies, Bid No. 52200-14B-001 for the Detention Facility. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding a Bid Award for inmate food service, Bid No. 52110-13B-006. After discussion, the Commission agreed to place this item on the next Thursday Memo as a waived rules item.

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 Walker.

The Pledge of Allegiance was led by Commissioner Williams.

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

Mr. Williams made a motion to approve the Minutes of the Regular Meeting of February 18, 2014. The motion was seconded by Mr. Ingram 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 Ms. Walker and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 8, are attached to these Minutes.)

PRESENTATION OF RESOLUTION

COUNTY COMMISSION – ADOPTED RESOLUTION PROCLAIMING THE MONTH OF MARCH AS CERTIFIED GOVERNMENT FINANCIAL MANAGER MONTH

The Administrator presented the following Resolution:

RESOLUTION

WHEREAS, the Alabama Chapter of the Association of Government Accountants (AGA) is a professional organization, part of the Association of Government Accountants which has a network of 15,000 members in 100 chapters in the United States and around the world and approximately 360 active members representing state, federal, county, municipal and private sector accountants, auditors, and financial managers in Alabama; and

WHEREAS, Alabama AGA Chapter members have responded to AGA's mission of Advancing Government Accountability, as it continues its broad educational efforts, with emphasis on high standards of conduct, honor, and character in its Code of Ethics, and are making significant advances both in professional ability and in service to the citizens of Alabama by mastering increasingly technical and complex requirements, and

WHEREAS, the Certified Government Financial Manager (CGFM) program of AGA provides a means of demonstrating professionalism and competency by requiring CGFM candidates to have appropriate educational and employment history, to abide by AGA's Code of Ethics and to pass three examinations requiring expertise in Governmental Environment, Governmental Financial Management and Control, and Governmental Accounting, Financial Reporting and Budgeting, and requires each CGFM holder to maintain certification by completing at least 80 hours of continuing professional education in government financial management topics or related technical subjects every two years.

NOW, THEREFORE BE IT RESOLVED that the Montgomery County Commission, does hereby proclaim the month of March 2014 as:

CERTIFIED GOVERNMENT FINANCIAL MANAGER MONTH
In Montgomery County, Alabama

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this the 10th day of March, 2014.

End of Resolution

Vice Chairman Harris made a motion to adopt the resolution. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

Chairman Dean requested Commissioner Walker to present the resolution. Commissioner Walker presented the resolution to Ms. Rachel Chou, Mr. Pat Hemme, Ms. Margie Toney and Ms. Sandra S. Steele, as members of the Alabama Chapter of the Association of Government Accountants (AGA). She told them that it was a pleasure to have them at today's meeting and that the Commission appreciates what they do. They, in turn, thanked the Commission.

NEW BUSINESS

**COUNTY COMMISSION – APPROVED BOARD MEMBER APPOINTMENTS TO
CATOMA VOLUNTEER FIRE PROTECTION AUTHORITY**

The Administrator presented the following memorandum:

March 5, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
 County Administrator

SUBJECT: Board Member Appointments to Catoma Volunteer Fire Protection Authority

During the February 18, 2014, County Commission meeting, the Commission agreed to place the appointment of board members to the Catoma Volunteer Fire Protection Authority on the next agenda.

I am requesting approval of these appointments.

Attachments

End of Memorandum

Vice Chairman Harris made a motion to approve the appointments of Spencer Searight, Tabria Griffin and Frances Wood with terms expiring March 1, 2015 and Richard Thompson, Amanda Marshall, and Xavier Stiles with terms expiring March 1, 2016. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Letter and Board Members' Appointment Pages, Agenda Pages 1-2 through 1-4, are attached to these Minutes.)

TAX & AUDIT DEPARTMENT – APPROVED RENEWAL OF EXTERNAL AUDIT SERVICES AGREEMENT WITH RIVERTREE SYSTEMS, INC.

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

MEMORANDUM

DATE: January 30, 2014

TO: Donald L. Mims, County Administrator

FROM: Terri A. Henderson, Revenue Manager

SUBJECT: Proposed Renewal of External Audit Services Agreement

This memo is submitted to respectfully request that consideration be given toward approving the proposed renewal of the External Audit Services Agreement between the Montgomery County Commission and Rivertree Systems, Inc. The proposed renewal Agreement is attached for your review and would be effective for a new three (3) year term commencing on April 1, 2014 through March 31, 2017. The existing Agreement is set to expire on March 31, 2014. A copy of the existing Agreement as revised and effected on September 10, 2012 is also attached along with a copy of the original Agreement that was effective April 1, 2011. I will also send the proposed renewal Agreement to you today via email in WORD document format.

I would respectfully request that you please review and discuss the proposed renewal Agreement with Haskell Slaughter Young & Gallion, LLC. After which, I would appreciate your assistance in having this item placed on the agenda for discussion at the next Montgomery County

Commission meeting, or as soon as possible thereafter. Thank you in advance for your consideration and assistance with this matter to ensure this renewal can be considered in a timely manner ahead of the expiration date of the existing agreement.

Attachments

End of Memorandum

Ms. Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Agreements, Agenda Pages 2-2 through 2-19, are attached to these Minutes.)

YOUTH FACILITY – APPROVED RATIFICATION OF AGREEMENT WITH LEE COUNTY YOUTH DEVELOPMENT CENTER, INC., TO HOUSE JUVENILES FOR MONTGOMERY COUNTY

The Administrator presented the following memorandum:

March 5, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Agreement with Lee County to House Juveniles for Montgomery County

At previous meetings, the Montgomery County Commission discussed an Agreement with Lee County Youth Development Center to house juveniles during the renovations of the Montgomery County Youth Facility. The Commission agreed to place this item on the next agenda once the paperwork has been received.

I am requesting that the Commission ratify this agreement in that the document had to be executed prior to the March 10th meeting in order for Youth Facility detainees to be relocated on March 6, 2014.

Attachment

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 Memorandum and Agreement, Agenda Pages 3-2 through 3-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED COUNTY LEVIES FOR ALCOHOL LICENSING
FOR 2014-2015

The Administrator presented the following Memorandum regarding County Levies for Alcoholic Beverages for Fiscal Year 2014-2015:

ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD

February 04, 2014

MEMORANDUM

TO: All Wet County Commissions

FROM: Summer Childers
Enforcement Division – License Section

SUBJECT: County Levies for Alcoholic Licensing

Sec. 28-3A-4, Code of Alabama, requires the Alcoholic Beverage Control Board to collect all county license fees for all new applications and renewed licenses.

In order for this program to be set up for fiscal year 2014-2015, the attached form must be completed listing all amounts set by your county in column three (3). If your county does not wish to make changes to the fees for a particular license type, please indicate that by writing “no change”.

Limitations of the maximum amount of county fees for the following ten (10) types of licenses have been set.

<u>TYPE</u>	<u>MAXIMUM COUNTY FEE</u>
Retail Beer (On or Off Premises)	\$ 75.00
Retail Beer (Off Premises Only)	\$ 75.00
Retail Table Wine (On or Off Premises)	\$ 75.00
Retail Table Wine (Off Premises Only)	\$ 75.00
Wholesale Beer Only	\$ 275.00
Wholesale Table Wine Only	\$ 275.00
Wholesale Table Wine and Beer	\$ 375.00
Additional Warehouse Wine or Beer or Both	\$ 100.00
Importer	\$ 250.00
Brewpub	\$ 500.00

Please supply us with this information no later than April 11, 2014. This form must be signed by an authorized county official. Please return your completed document to Summer.Childers@abc.alabama.gov or mail to the address above.

Received by: _____

County: _____

End of Memorandum

The following proposed County License Levies were presented by the Administrator to the Commission:

TYPE	COUNTY LICENSE FEE
010	Lounge Retail Liquor - Class I \$ 300.00
011	Lounge Retail Liquor - Class II (Package) 300.00
020	Restaurant Retail Liquor 300.00
031	Club Liquor - Class I 500.00
032	Club Liquor - Class II 750.00
040	Retail Beer (On or Off Premises) 75.00
050	Retail Beer (Off Premises Only) 75.00
060	Retail Table Wine (On or Off Premises) 75.00
070	Retail Table Wine (Off Premises Only) 75.00
080	Liquor Wholesale 500.00
090	Wholesale Beer Only 275.00
100	Wholesale Table Wine Only - 16.5% or Less 275.00
110	Wholesale Table Wine & Beer Combined 375.00
120	Warehouse License 200.00
130	Additional Warehouse - Wine, Beer or Both 100.00
140	Special Events Retail 150.00
150	Special Retail License - 30 Days or Less 100.00
160	Special Retail - More Than 30 Days 250.00
170	Retail Common Carrier 150.00
200	Manufacturer 500.00
210	Importer 250.00
220	Brewpub 500.00
230	International Motor Speedway 300.00
240	Non-Profit – Tax Exempt N/A

Mr. Ingram made a motion that the County License Levies, proposed above, be approved for 2014-2015, and that the Administrator be authorized to submit the levies to the Alcoholic Beverage Control Board. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

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

March 10, 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:

C-2014-58: Optimist International Foundation, for Optimist Club of Montgomery-Central, Alabama, for Community Services Programs - \$400; (Harris-\$200 and Williams-\$200)

C-2014-59: Montgomery Heat Athletic Association, Inc., for Youth Programs - \$750; (Ingram-\$500 and Williams-\$250)

C-2014-60: Make a Difference Foundation, for Youth Programs - \$250; (Williams)

C-2014-61: Alabama Cattlemen's Association, for "Little Boots" Rodeo - \$500; (Ingram)

C-2014-62: Montgomery County Recreation Department, Cleveland Avenue YMCA, for Montgomery Fire AAU Basketball Program - \$500; (Harris)

NC-2014-84: City of Montgomery, to be used by BONDS to Support the Dillard Estates Homeowner's Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$250; (Ingram)

NC-2014-85: BOE, Sydney Lanier High School, for Career Tech Transportation - \$200; (Ingram)

NC-2014-86: Alabama Cooperative Extension System, for the 4H Livestock Show - \$500; (Ingram-\$250 and Williams-\$250)

End of Memorandum

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

C-2014-63: Empowering Communities Helping Ourselves (ECHO), for Program Services - \$600; (Harris-\$200, Ingram-\$200, and Williams-\$200)

NC-2014-87: BOE, Jefferson Davis High School, for the Health Science Academy to Purchase an I-Pad and Case - \$1,000; (Harris)

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

COMMUNITY CORRECTIONS – APPROVED POSITION FILL REQUEST FOR
COMMUNITY CORRECTIONS OFFICER WITH THE DESIGNATION THAT THE
OFFICER BE APOST CERTIFIED, POSITION NUMBER 300359014

The Administrator presented the following memorandum from Community Corrections Director Paul H. Brown:

MEMORANDUM

February 26, 2014

TO: Donnie Mims – County Administrator
Montgomery County, Alabama

RE: Future Commission Agenda Item
Request to Fill Staff Vacancy for 1 Community Corrections Officer

Dear Mr. Mims:

On February 18th, 2014, I briefed the Commission on the need to fill a position vacated by the resignation of Community Corrections Officer, Edgar Wilson. With the consent of MCCPCA Board Chair, Frank Brown, I am requesting that this request be placed on the next Commission Agenda for consideration. I am further requesting that this position be designated an APOST certified Officer position.

This requested position is deemed critical to maintain operational efficiency in the Jail and Prison Diversion Caseloads and to maintain a Staff to offender ratio that allows for Case Managers to adequately meet the Alabama Department of Corrections minimum standards and to safeguard public safety. Community Corrections Officers perform a law enforcement related function and this particular vacancy was a position that was also a certified APOST (Peace Officer). The requested position is vital in assisting the Community Corrections Department to meet the requisite objectives in our current FY13-14, contract for services between the MCCPCA Board and the Alabama Department of Corrections – Division of Community Corrections. The Community Corrections Department is expected to receive in excess of \$320,000 reimbursement from the State of Alabama Department of Corrections for the offender supervision services provided by this position and up to three other specifically designated Community Corrections Officers.

Respectfully submitted,

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

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Ms. Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 6-2, is attached to these Minutes.)

PROBATE JUDGE’S OFFICE – APPROVED POSITION FILL REQUEST FOR CUSTOMER SERVICE CLERK, POSITION NUMBER 750016037

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

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 2/12/14

Re: Request to fill position number 750016037 (Customer Service Clerk)

The Montgomery County Probate Office is requesting to back fill a vacant Customer Service Clerk Position. The position was recently vacated and is currently in our budget.

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. (Copy of Position Fill Request, Agenda Page 7-2, is attached to these Minutes.)

OMNIBUS VOTE

Administrator Mims requested that the Commission omnibus the following three items, and the Commission concurred. Mr. Williams made a motion to approve the three agenda items. The motion was seconded by Mr. Ingram and unanimously approved by the Commission.

SHERIFF’S OFFICE – APPROVED POSITION FILL REQUESTS (3)

The Administrator presented the following memorandum:

February 27, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Sheriff's Office

The Montgomery County Commission, at its meeting on February 18, 2014, agreed to place the following Position Fill Requests on the next agenda for the Sheriff's Office:

- (1) Deputy Sheriff, Corporal, Position Number To Be Determined
- (2) Deputy Sheriff, Sergeant, Position Number 129
- (3) Deputy Sheriff Trainee/Deputy Sheriff, Position Number To Be Determined

I am requesting approval of these items.

Attachments

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the requests. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Memorandum and Position Fill Requests, Agenda Pages 8-2 through 8-5, are attached to these Minutes.)

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

The Administrator presented the following memorandum:

February 27, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Sheriff's Office

The Montgomery County Commission, at its meeting on February 18, 2014, agreed to place the following Position Fill Requests on the next agenda for the Sheriff's Office:

- (1) Deputy Sheriff, Corporal, Position Number 33
- (2) Deputy Sheriff Trainee/Deputy Sheriff, Position Number To Be Determined

I am requesting approval of these items.

Attachments

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the requests. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 9-2 and 9-3, are attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS FOR TWO
CORRECTIONS OFFICERS/CORRECTIONS OFFICER TRAINEES, POSITION NUMBERS
052 AND 182

The Administrator presented the following memorandum:

February 27, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Detention Facility

The Montgomery County Commission, at its meeting on February 18, 2014, agreed to place the following Position Fill Requests on the next agenda for the Detention Facility:

- (1) Corrections Officer Trainee/Corrections Officer, Position Number 052
- (2) Corrections Officer Trainee/Corrections Officer, Position Number 182

I am requesting approval of these items.

Attachments

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the requests. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 10-2 and 10-3, are attached to these Minutes.)

End of Omnibus Vote

OMNIBUS VOTE

Administrator Mims requested that the Commission omnibus the following four items, and the Commission concurred. Mr. Williams made a motion to approve the four agenda items. The motion was seconded by Mr. Ingram and unanimously approved by the Commission.

INFORMATION SYSTEMS – APPROVED ESTABLISHMENT OF THE FOLLOWING NEW CLASSIFICATIONS: IT MANAGER SYSTEMS (CO274) AT PAY GRADE A12 (\$65,952 - \$93,884); IT SPECIALIST SYSTEMS (APPLICATIONS) (CO273) AT PAY GRADE A11 (\$59,179 - \$84,242); IT ENGINEER SYSTEMS (CO272) AT PAY GRADE A9 (\$48,225 - \$68,650); IT TECHNICIAN SYSTEMS (CO271) AT PAY GRADE A7 (\$38,734 - \$55,138). IT MANAGER NETWORK/INFRASTRUCTURE (CO274) AT PAY GRADE A12 (\$65,952 - \$93,884); IT SPECIALIST NETWORK/INFRASTRUCTURE (CO273) AT PAY GRADE A11 (\$59,179 - \$84,242); IT ENGINEER NETWORK/INFRASTRUCTURE (CO272) AT PAY GRADE A9 (\$48,225 - \$68,650); AND IT TECHNICIAN NETWORK/INFRASTRUCTURE (CO271) AT PAY GRADE A7 (\$38,734 - \$55,138)

The Administrator presented the following memorandum from Chief Information and Technology Officer Lou Ialacci:

MEMORANDUM

To: Donnie Mims

From: Lou Ialacci

Cc: Tammy Nix

Date: February 24, 2014

RE: Information Technology Reorganization/Reclassification

I am following up on my presentation to the Commissioners in their work session on February 17, 2014 where they agreed to put my request on the agenda for the next formal meeting.

At the work session I explained that the City and County jointly evaluated all the Information Technology departments' job descriptions with the Personnel department. As a result Personnel established new classifications, and abolished the out dated classifications, which means we will reclassify some of the current employees. The net effect is now there is a standard set of documents with requirements for current technical skills.

To remain consistent with the Commission's recommended direction of maintaining uniqueness for the County and the City separate job numbers for the County and City have been established even though the job descriptions are the same. This will allow both entities to attract quality individuals with the talent we need.

I am requesting that you include this on the March 10, 2014 Commission formal session agenda to be approved by the Commission.

Thank you

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Memoranda and City/County IT Proposed Job Classification Series and Pay Grades, Agenda Pages 11-2 through 11-6, are attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED ABOLISHMENT OF THE FOLLOWING CLASSIFICATIONS: COMPUTER OPERATOR I (CO0133); NETWORK ENGINEER I (CO0160); NETWORK ENGINEER II (CO0161); NETWORK ENGINEER III (CO0162); SYSTEMS SUPPORT MANAGER (CO0149); APPLICATIONS PROGRAMMER (CO0140); SOFTWARE SYSTEMS DEVELOPER (CO0167); SOFTWARE SYSTEMS SPECIALIST (CO0168); SOFTWARE SYSTEMS MANAGER (CO0153); AND TECHNICAL SUPPORT SPECIALIST (CO0148)

The Administrator presented the following memorandum from Chief Information and Technology Officer Lou Ialacci:

MEMORANDUM

To: Donnie Mims

From: Lou Ialacci

Cc: Tammy Nix

Date: February 24, 2014

RE: Information Technology Reorganization/Reclassification

I am following up on my presentation to the Commissioners in their work session on February 17, 2014 where they agreed to put my request on the agenda for the next formal meeting.

At the work session I explained that the City and County jointly evaluated all the Information Technology departments' job descriptions with the Personnel department. As a result Personnel established new classifications, and abolished the out dated classifications, which means we will

reclassify some of the current employees. The net effect is now there is a standard set of documents with requirements for current technical skills.

To remain consistent with the Commission's recommended direction of maintaining uniqueness for the County and the City separate job numbers for the County and City have been established even though the job descriptions are the same. This will allow both entities to attract quality individuals with the talent we need.

I am requesting that you include this on the March 10, 2014 Commission formal session agenda to be approved by the Commission.

Thank you

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Memorandum, Agenda Pages 12-2 and 12-3, is attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED RECLASSIFICATION OF THE FOLLOWING EMPLOYEES, EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING APPROVAL: RODNEY SMITH – SOFTWARE SYSTEMS MANAGER TO IT MANAGER SYSTEMS; LARRY KENNEDY – SYSTEMS SUPPORT MANAGER TO IT MANAGER NETWORK/INFRASTRUCTURE; CHAD NUNN – SOFTWARE SYSTEMS SPECIALIST TO IT ENGINEER SYSTEMS; PAT RICHARDS – SOFTWARE SYSTEMS DEVELOPER TO IT ENGINEER SYSTEMS; MICHAEL NUMMY – TECHNICAL SUPPORT SPECIALIST TO IT ENGINEER NETWORK/INFRASTRUCTURE; ALFRED JONES – TECHNICAL SUPPORT SPECIALIST TO IT ENGINEER NETWORK/INFRASTRUCTURE; ROBERT PHATUROS – NETWORK ENGINEER I TO IT TECHNICIAN NETWORK/INFRASTRUCTURE; AND SHAKENDA DARRINGTON – NETWORK ENGINEER I TO IT TECHNICIAN NETWORK/INFRASTRUCTURE

The Administrator presented the following memorandum from Chief Information and Technology Officer Lou Ialacci:

MEMORANDUM

To: Donnie Mims

From: Lou Ialacci

Cc: Tammy Nix

Date: February 24, 2014

RE: Information Technology Reorganization/Reclassification

I am following up on my presentation to the Commissioners in their work session on February 17, 2014 where they agreed to put my request on the agenda for the next formal meeting.

At the work session I explained that the City and County jointly evaluated all the Information Technology departments' job descriptions with the Personnel department. As a result Personnel established new classifications, and abolished the out dated classifications, which means we will reclassify some of the current employees. The net effect is now there is a standard set of documents with requirements for current technical skills.

To remain consistent with the Commission's recommended direction of maintaining uniqueness for the County and the City separate job numbers for the County and City have been established even though the job descriptions are the same. This will allow both entities to attract quality individuals with the talent we need.

I am requesting that you include this on the March 10, 2014 Commission formal session agenda to be approved by the Commission.

Thank you

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Memorandum, Agenda Pages 13-2 and 13-3, is attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED ABOLISHMENT OF THE FOLLOWING CLASSIFICATIONS ONCE POSITIONS ARE VACATED BY CURRENT INCUMBENT(S): COMPUTER OPERATIONS MANAGER (CO0156) [CURRENT INCUMBENT – ROSE PYRON]; AND OPERATIONS SPECIALIST (CO0159) [CURRENT INCUMBENT – JEFF OSWALT]

The Administrator presented the following memorandum from Chief Information and Technology Officer Lou Ialacci:

MEMORANDUM

To: Donnie Mims

From: Lou Ialacci

Cc: Tammy Nix

Date: February 24, 2014

RE: Information Technology Reorganization/Reclassification

I am following up on my presentation to the Commissioners in their work session on February 17, 2014 where they agreed to put my request on the agenda for the next formal meeting.

At the work session I explained that the City and County jointly evaluated all the Information Technology departments' job descriptions with the Personnel department. As a result Personnel established new classifications, and abolished the out dated classifications, which means we will reclassify some of the current employees. The net effect is now there is a standard set of documents with requirements for current technical skills.

To remain consistent with the Commission's recommended direction of maintaining uniqueness for the County and the City separate job numbers for the County and City have been established even though the job descriptions are the same. This will allow both entities to attract quality individuals with the talent we need.

I am requesting that you include this on the March 10, 2014 Commission formal session agenda to be approved by the Commission.

Thank you

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Memorandum, Agenda Pages 14-2 and 14-3, is attached to these Minutes.)

End of Omnibus Vote

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (22)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. County Commission	Request Numbers 7 and 9
2. Tax & Audit Department	Request Number 7
3. Sheriff's Office	Request Numbers 11, 12, 13, and 14
4. Detention Facility	Request Number 5
5. Risk Management	Request Number 9
6. Engineering Department	Request Number 5
7. Appraisal Department	Request Number 6
8. Personnel Department	Request Numbers 5, 6, 7, and 8
9. District Attorney's Office	Request Numbers 22, 23, 24, 25, 26, and 27
10. Probate Judge' Office	Request Number 3

Mr. Williams made a motion to approve the requests. The motion was seconded by Ms. Walker and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 15-1 through 15-22, 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:

COUNTY COMMISSION – APPROVED BUDGET CHANGE REQUEST NUMBER 1 AND TRAVEL TRAINING REQUEST NUMBER 8

The Administrator presented the following memorandum:

March 6, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Budget Change Request related Travel/Training Request for Tonya Mitchell

Attached is a request from Clerk III Tonya Mitchell to attend ACCA classes to earn a Certificate in County Administration. Previously, Deputy Administrator John Mitchell, Chief Information and Technology Officer Lou Ialacci and Risk Manager Scott Kramer have obtained this certification. Ms. Mitchell has expressed a desire to obtain the Certificate in County Administration for career advancement.

The County Commission budget for Travel & Training is \$22,500 and it has a remaining balance of \$13,663. Last year, the Commission expended \$25,281, which was covered by a budget change. Considering possible budget constraints regarding this request, I am requesting a Budget Change in the amount of \$700.00 (\$175.00 x 4 classes scheduled during the current budget year).

The first class starts March 19th and I am requesting that the County Commission waive rules and approve the Budget Change Request and related Travel Request.

Thank you for your consideration.

Attachment

End of Memorandum

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 Memorandum, Budget Change Request, Travel Request, and Certificate in County Administration Requirements, Agenda Pages 16-2 through 16-6, are attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED BUDGET CHANGE REQUEST NUMBER 5

The Administrator requested approval of Budget Change Request Number 5, Probate Judge's Office.

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 Budget Change Request, Agenda Page 17-1, is attached to these Minutes.)

REVENUE COMMISSIONER'S OFFICE – APPROVED RENEWAL OF CONTRACT SERVICE AGREEMENT WITH CERTIFIED MAILING SOLUTIONS, INC., FOR CERTIFIED MAIL SERVICES

The Administrator presented the following memorandum from Revenue Commissioner Janet Buskey:

March 5, 2014

MEMORANDUM

TO: Elton Dean, Chairman, Montgomery County Commission
Montgomery County Commissioners

FROM: Janet Buskey, Montgomery County Revenue Commissioner

SUBJECT: Approval of Contract – Certified Mail Services

We respectfully request that the Montgomery County Commission waive rules to approve the revised contract for certified mail services to process the probate notices. Services will be provided by Certified Mailing Solutions, Inc. This contract is a renewal. The contract is attached.

Thank you for your consideration.

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. (Copies of Contract Services Agreement and Rate Sheets, Agenda Pages 18-2 through 18-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED RATIFICATION OF GRANT AGREEMENT WITH
THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS
REGARDING WEATHERIZATION ASSISTANCE PROGRAM, GRANT AGREEMENT
NUMBER DOE-028-13

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

March 6, 2014

Mr. Donald L. Mims
County Administrator
Montgomery County Commission
Montgomery County Courthouse, Annex I
P.O. Box 1667
Montgomery, AL 36102-1667

RE: Weatherization Assistance Program (WAP) Grant DOE-028-13

Dear Mr. Mims,

The Weatherization Assistance Program (WAP) Grant DOE-028-13 for Montgomery County in the amount \$98,450.00 has been awarded for the weatherization of 10 homes. CARPDC recommends, that the contract be approved by the Montgomery County Commission. In addition, authorizing the Chairman, Commissioner Dean, to sign all agreements, understandings and contracts associated with the Weatherization Assistance Program (WAP) Grant DOE-028-13.

The grant is for FY13, we are anticipating the FY14 grants within the next few months. The amount of the FY14 allocation and the number of units are believed to be in the range of this grant. CARPDC will be finished with this grant within the time frame allotted.

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

Sincerely,

/s/ Greg Clark
Executive Director

End of Letter

Ms. Walker made a motion to approve the request. The motion was seconded by Mr. Ingram unanimously approved by the Commission. (Copy of Grant Agreement, Agenda Pages 19-2 through 19-12, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENTS FOR THE STATE
HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 2FSL (FY2012) AND
GRANT NUMBER 2AMS (FY2012)

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

February 25, 2014

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

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

SUBJECT: Homeland Security Grant
Grant #2FSL
Grant 2AMS

Please place Grant #2FSL and Grant #2AMS on the County Agenda for 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 grants. 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 unanimously approved by the Commission. (Copies of Cooperative Agreements, Agenda Pages 20-2 through 20-23, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 3 TO CONTRACT
WITH JOHNSON CONTROLS, INC., FOR PREVENTATIVE MAINTENANCE ON ALL
HEATING, VENTILATION, AIR CONDITIONING AND CONTROLS, CONTRACT
NUMBER 51901-10B-034 FOR THE DETENTION FACILITY

The Administrator requested approval of Amendment Number 3 to contract with Johnson Controls, Inc., for preventative maintenance on all heating, ventilation, air conditioning and controls, Contract Number 51901-10B-034 for the Detention Facility.

Mr. Ingram made a motion to approve the request. The motion was seconded by Ms. Walker unanimously approved by the Commission. (Copies of Amendment Number 3 and Email, Agenda Pages 21-1 and 21-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED VENUE LICENSE AGREEMENT WITH GARRETT COLISEUM REGARDING THE VOLUNTEER FIREFIGHTER APPRECIATION DAY

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

MEMORANDUM

March 10, 2014

TO: Montgomery County Commission

FROM: DiDi Henry
Public Affairs Director

SUBJECT: Rental Agreement for the VFF Event at Garrett Coliseum

Attached is the rental agreement from the Garrett Coliseum for the Volunteer Firefighter Appreciation Day scheduled for Saturday, April 19th. The rental fee for the day is \$1,800, and we will need to return the contract to them as soon as possible. Therefore, I am asking that the Commission approve this contract and, at Commissioner Ingram's request, that it be put on the March 10, 2014 agenda as a waive rules item. The rental fee can be paid through my contract services budget and through a budget change from my advertising budget.

Thank you.

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Ms. Walker unanimously approved by the Commission. (Copies of Venue Lease Agreement and Attorney Gallion's Opinion, Agenda Pages 22-2 through 22-7, are attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED POSITION FILL REQUEST FOR AN ASSISTANT TAG AND LICENSE SUPERVISOR, POSITION NUMBER 750053029 AND POSITION FILL REQUEST FOR A CUSTOMER SERVICE CLERK, POSITION NUMBER 750016023

The Administrator presented the following memoranda from Probate Judge Steven L. Reed:

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office
Date: 3/4/14
Re: Request to wave rules and to fill position number 750053029 (Assistant Tag and License Supervisor)

The Montgomery County Probate Office is requesting to wave rules and to back fill a vacant Assistant Tag and License Supervisor position. The position will be vacated March 14th and is currently in our budget.

End of Memorandum

MEMORANDUM

To: Montgomery County Commission
Cc: Donnie Mims
From: Montgomery County Probate Office
Date: 3/4/14
Re: Request to wave rules and to fill position number 750016023 (Customer Service Clerk)

The Montgomery County Probate Office is requesting to back fill a vacant Customer Service Clerk position. The position will be vacated March 14th and is currently in our budget.

End of Memorandum

Mr. Ingram made a motion to approve the requests. The motion was seconded by Mr. Williams unanimously approved by the Commission. (Copies of Position Fill Request, Agenda Pages 23-2 and 23-4, are attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED REALLOCATION OF A CLERK TYPIST II TO A CUSTOMER SERVICE CLERK AND APPROVED RELATED POSITION FILL REQUEST

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

MEMORANDUM

To: Montgomery County Commission
Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 3/4/14

Re: Request to wave rules, reallocate a Clerk Typist II position (#750012054) to a Customer Service Clerk, and to fill the CSC position.

The Montgomery County Probate Office is requesting to reallocate a recently vacant Clerk Typist II position as a Customer Service Clerk position. The two positions are both the same pay grade (A03) and will not affect our current payroll funding.

We are also requesting that this position be opened immediately because it was vacated February 28th and is currently empty. This position is currently in our budget.

End of Memorandum

Mr. Williams made a motion to approve the requests. The motion was seconded by Vice Chairman Harris unanimously approved by the Commission. (Copies of Position Fill Request and New Position/Reallocation Request, Agenda Pages 24-2 and 24-3, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Montgomery County Extension Coordinator of the Alabama Cooperative Extension System Jimmy Smitherman informed the audience that the Montgomery County's Master Gardeners helpline is up and running. He noted that it is shared with Autauga and Elmore Counties and is open Monday through Thursday, with Monday being the Montgomery County's Master Gardeners day to assist with call-ins.

Michelle Browder, founder of *I Am More Than*, invited the Commissioners to the "I Am More Than Rally" which will be held on Saturday, June 7th at 4:30 p.m. at the Riverwalk Amphitheater. She noted that Ryan Stevenson and Montell Jordan will be there to entertain. Ms. Browder informed the Commission that she has a deficit in her \$3,000 budget and told them that she hopes they continue to support and help reach the young people.

Chairman Dean asked District Attorney Daryl Bailey and Azzie Taylor to come up and introduce themselves. District Attorney Bailey told everyone that he is honored and proud to stand before them as District Attorney. He then introduced Chief Deputy District Attorney Azzie Taylor. Ms. Taylor told everyone good morning and stated that she is excited to serve as Chief Deputy and will fight for the victims in Montgomery. She asked the Commission for their support and told them if they needed anything from the DA's Office to please let them know. Commissioner Ingram told the audience good morning and that it was good to see everyone. He thanked District Attorney Daryl Bailey and stated that it was good to see Ms. Taylor.

Commissioner Williams said good morning and stated it was good to see everyone. He informed the audience that he and Vice Chairman Harris went to NACo in Washington D.C. last week. He stated that they were snowed in and that everything was closed down for the week. He added

that there is no place like home and that it was good to be back. He congratulated Daryl Bailey and Azzie Taylor on their appointments as District Attorney and Chief Deputy District Attorney, and expressed his appreciation for how they will be helping curtail illegal actions of Montgomery's youth. He stated that stiffer punishment needs to be implemented and that they have the Commission's and his personal support.

Commissioner Walker stated that she will be going to Washington D.C. with the Montgomery Chamber of Commerce tomorrow, and they will be visiting the Alabama Congressional Delegation. She added that they have five stops to make. She stated that she has been working her way through the departments of Montgomery County, getting to know each of their processes and thanked them for their time. She thanked Chief Deputy Derrick Cunningham who took her for a riding tour of Montgomery County and stated that it was very valuable to her. She informed the audience that Chief Deputy Cunningham is one of Montgomery County's greatest assets. Commissioner Walker welcomed Daryl Bailey and Azzie Taylor, told them that she looks forward to working with them and thanked them for their service.

Chairman Dean told the audience good morning. He said that he would like to compliment Montgomery County's constitutional offices and said that he is very proud of the appointments of Daryl Bailey and Azzie Taylor. He stated that there is no other county like Montgomery County with great staff members in the District Attorney's Office, in the Probate's Office, in the Sheriff's Office, in the Revenue Commissioner's Office, and the Administration in the Commission Office. He informed the audience that it isn't about the County Commissioners; it's about who they serve. He stated that Montgomery has great people and he applauds all the department heads.

Vice Chairman Harris said good morning. He congratulated Daryl Bailey and Azzie Taylor and told them that they make a great team. He stated that he has sat on the Board of One Place Family Justice Center with Mr. Bailey and that as District Attorney; Mr. Bailey would find that they sat on other Boards together. He complimented Mr. Bailey on the priorities he had set in placing special emphasis on crimes against the elderly, children and violent youth crime. He thanked them for all that they do. He informed the audience that this is the second year in a row that Washington D.C. was closed down during the NACo conference. He added that they never left the hotel and that the State Delegation Breakfast was canceled. Vice Chairman Harris stated that revenues were trending slightly upward and that his hope is to be able to provide increases for all deserving county employees. He stated that there were employees who had reached the top of their pay scales and that instead of receiving a pay increase; they received a pay decrease when there was an increase in the health insurance premiums. Vice Chairman Harris stated that his goal is to see that these employees at least break even when that is the case. He added that if the Commission were to be able to provide these increases, it is important that department heads conserve wherever possible when administering their respective budgets.

RECESS TO SPECIAL CALL MEETING OF THE EMERGENCY MANAGEMENT COMMUNICATIONS DISTRICT BOARD

Chairman Dean recessed the Formal Session to a Special Call Meeting of the Emergency Management Communications District Board.

ADJOURNED THE SPECIAL CALL MEETING OF THE EMERGENCY MANAGEMENT COMMUNICATIONS DISTRICT BOARD

Chairman Dean adjourned the Special Call Meeting of the Emergency Management Communications District Board to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM COUNTY ATTORNEY THOMAS T. GALLION, III

County Attorney Thomas T. Gallion, III, briefed the Commission regarding the Infinitus Renewable Energy Park (IREP) Plant, which is a technologically advanced waste recovery facility. He invited the Commission to the plant tour at 12:00 Noon, March 17, 2014. The Commissioners agreed to attend.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a Request for Proposal Number 2 from Alexander Sealcoating and Striping, Inc., regarding repair of the sidewalk/handicapped ramp at the side entrance to the Montgomery County Department of Human Resources Building. After discussion, the Commission agreed to place this item on the next agenda. Vice Chairman Harris inquired as to how much PH&J Architects invoiced the county for their letter of recommendation. Administrator Mims is to provide this information to him.

PRESENTATION BY CITY PLANNER ROBERT SMITH, PASSENGER RAIL PROGRAM COORDINATOR BRENDA JONES WITH ADECA AND TRANSPORTATION PLANNING ENGINEER JOHN MASON WITH HDR, INC.

City Planner Robert Smith with the City of Montgomery introduced ADECA Passenger Rail Program Coordinator Brenda Jones and Transportation Planning Engineer John Mason with HDR Engineering, Inc.

Mr. Mason and Ms. Jones briefed the Commission regarding the Birmingham to Montgomery Intercity Passenger Rail Feasibility Study, in which the City of Montgomery funded \$30,000, the Montgomery County Commission funded \$20,000 and the City of Birmingham funded \$50,000. (Copy of Study, Pages 25-1 and 25-23, is attached to these minutes.)

Mr. Smith briefed the Commission regarding a letter from Norfolk Southern Corporation regarding a proposed Abandonment and Discontinuance of Operating Rights concerning a portion of rail lines in Montgomery. Mr. Smith presented the long range plans for a rail-to-trail conversion of the proposed rail abandonment from North Decatur Street to I-85.

PRESENTATION BY PROJECT MANAGER TERESA JACKSON WITH CENTRAL ALABAMA OIC, INC.

Project Manager Teresa Jackson with Central Alabama OIC, Inc., briefed the Commission regarding a proposed Summer Jobs Program.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented Position Fill Requests for Corrections Officer Sergeant, Position Number 126, Corrections Officer Corporal, Position Number 168, Corrections Officer Corporal, Position Number to be determined, Corrections Officer Trainee/Corrections Officer, Position Number to be determined and Corrections Officer Trainee/Corrections Officer, Position Number to be determined. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented Position Fill Requests for Deputy Sheriff Corporal, Position Number 020 and Deputy Sheriff Trainee/Deputy Sheriff, Position Number to be determined. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented a Position Fill Request for Custodial Maintenance Manager, Position Number 260731031. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented an email from Mike Dunn with Merchant Capital regarding an update of the Montgomery County refunding opportunity. After discussion, the Commission agreed for Mr. Dunn to meet with them on March 17, 2014.

Administrator Mims presented a letter from Dunbar Ramer School requesting funding in the amount of \$3,000 to purchase sports equipment for the Athletic Program. The Commission asked Administrator Mims to remind them of this request at their next meeting.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for the months of March, April and May 2014.

Administrator Mims presented the Revenue Reports for February 2014 from the Tax and Audit Department.

Administrator Mims presented a Population Report for February 2014 for the Mac Sim Butler Detention Facility.

Administrator Mims presented a Census and Fiscal Report for February 2014 for Community Corrections.

Administrator Mims noted employees who have submitted a Notice of Application for Retirement Allowance.

Administrator Mims briefed the Commission regarding Mayor Todd Strange's request for the county to help fund environmental testing for the Capital City Plume, not to exceed \$100,000 and would like to split the cost 60/40 between the City and the County. The testing is needed to pinpoint the scope of future remediation efforts for downtown Montgomery. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry reviewed the Commission's upcoming calendar of events, noting the Eggs and Issues Breakfast with Senator Sessions. She noted that Ellen Brook's retirement party is tentatively scheduled for March 20th and that Rhonda Cape had requested that the Commission present a resolution to Ms. Brooks during the party. After discussion, the Commission agreed to place this item on the next agenda.

ADJOURNMENT

Commissioner Williams made a motion to adjourn the meeting of the Montgomery County Commission on March 10, 2014, at 11:10 a.m. The motion was seconded by Commissioner Ingram and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 02-07-14

Check Number	To	Check Number
241369		241380
Total Checks Paid		\$8,650.00

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

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 02-14-14

Check Number	To	Check Number
241381		241465
Total Checks Paid		\$415,716.21

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

03-10-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 02-14-14

Check Number	To	Check Number
241467		241579
Total Checks Paid		\$526,358.19

CHECK #	PAYEE	AMOUNT	DATE
241466	William B. Flynn	\$ 350.00	02/13/14

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 02-21-14

Check Number	To	Check Number
241580		241635
Total Checks Paid		\$232,286.32

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

03-10-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 02-21-14

Check Number	To	Check Number
241636		241690
Total Checks Paid		\$496,771.17

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

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 02-21-14

Check Number	To	Check Number
241692		241751
Total Checks Paid		\$844,203.63

CHECK #	PAYEE	AMOUNT	DATE
241691	Montgomery Co Board of Ed	\$ 300.00	02/20/14

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

03-10-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 02-28-14

Check Number	To	Check Number
241752		241856
Total Checks Paid		\$526,336.53

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
02/21/14

Payroll Check Number	118896	To	Payroll Check Number	118983	\$ 61,581.84
Direct Deposits					\$ 772,238.38
Payroll Check Number	118984	To	Payroll Check Number	119011	\$ 275,907.27
Direct Deposits					\$ 331,206.15
Federal Deposits					\$ 308,075.41
Total Payroll Paid					\$ 1,749,009.05

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

Catoma Volunteer Fire Protection Authority

**50 Booth Road Montgomery, Alabama 36108
334-834-9000**

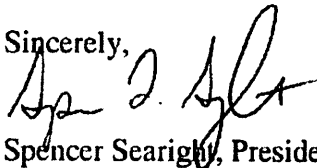
February 4, 2014

Donald Mims
County Administrator
Montgomery County Commission

Dear Mr. Mims:

The Catoma Volunteer Fire Protection Authority held an election on February 4, 2014 to elect and re-elect board members. The positions and board members are attached.

Sincerely,

A handwritten signature in black ink, appearing to read "Spencer Searight", is written over the word "Sincerely,".

Spencer Searight, President
Catoma Volunteer Fire Protection Authority Board of Trustees

**Catoma Volunteer Fire
Protection Authority**

Spencer Searight, President (Term expires 3/1/2015)
4621 Old Selma Road
Montgomery, AL 36108
Home: 240-8400

Tabria Griffin, Secretary (Term expires 3/1/2015)
217 Garway Drive
Montgomery, AL 36108

Frances Wood, Member at Large #1 (Term expires 3/1/2015)
1120 Cantelou Road
Montgomery, AL 36108

Xavier Stiles, Member at Large #2 (Term expires 3/1/2016)
141 Cillie Lane
Montgomery, AL 36108

Richard Thompson, Vice-President (Term expires 3/1/2016)
1148 Jones Drive
Montgomery, AL 36108

Amanda Marshall, Treasurer (Term expires 3/1/2016)
54 Nora Lane
Montgomery, AL 36108

Robert Brooks, Fire Chief (Continuous)
1415 Cantelou Road
Montgomery, AL 36108
Home: 265-8296

Catoma Volunteer Fire
Protection Authority

Updated 6/2012

Officers:

Term Expires:

Spence Searight, President
145 Sunset Ridge
Montgomery, AL 36108
Home: 240-8400

3/1/2013

Christopher Taylor, Vice President
206 Sharon Lane
Montgomery, Alabama 36108

3/1/2014

Summer Vaughn, Secretary
402 Daphne Lane
Montgomery, AL 36108

3/1/2013

Amanda Marshall, Treasurer
57 Nora Lane
Montgomery, AL 36108
Home: 264-2556

3/1/2014

Members:

Frances Wood, Member at Large #1
1120 Cantelou Road
Montgomery, AL 36108

3/1/2013

Johnny Taylor, Member at Large #2
5602 Old Selma Road
Montgomery, Alabama 36108
Cell: (334) 799-7979

3/1/2014

Bobby Brooks, Chief
1415 Cantelou Road
Montgomery, AL 36108
Home: 265-8296 Pager: 571-9237

Term: 2 Years

(President, Secretary & Member at Large Place #1 - elected in odd numbered years)
(Vice President, Treasurer & Member at Large Place #2 - elected in even numbered years)
(Chief – Continuous Term)

STATE OF ALABAMA }
COUNTY OF MONTGOMERY }

AGREEMENT FOR EXAMINATION SERVICES

THIS AGREEMENT made and entered into on this the ____ day of _____ 2014 by and between the Montgomery County Commission ("COUNTY"), hereinafter referred to as the "Client", and **RIVERTREE SYSTEMS, INC.**, an Alabama corporation (hereinafter referred to as "**RIVERTREE**").

1. The Client desires to provide for the collection of all local taxes and fees, regardless of the jurisdiction in which a taxpayer subject to the Client's taxing power maintains its principal office, to provide that all taxpayers are treated equally and to provide that all tax related ordinances are uniformly and consistently applied. In order to accomplish these goals and objectives, the Client desires to retain the services of a company legally qualified as a "private auditing or collecting firm" as defined in the Alabama Taxpayers' Bill of Rights and Uniform Revenue Procedures Act, Code of Alabama (1975) §40-2A-1 et seq. (hereinafter the "Taxpayers' Bill of Rights") to perform audits and examinations of such taxpayers' books and records.

2. RIVERTREE is qualified as a private auditing or collecting firm under the Taxpayers' Bill of Rights and, as such, provides collection, examining and consulting services for local governments throughout the State of Alabama. RIVERTREE has represented to the Client that (i) it is knowledgeable of all laws and regulations applicable to private auditing or collecting firms, (ii) it provides its services in full compliance with all applicable laws and

regulations, and (iii) it obtains all of the legally required certifications, fidelity bonds, and legal letters of authority to act as a private auditing or collecting firm.

3. The Client desires to retain RIVERTREE as a private auditing firm to provide tax auditing and examination services under the terms and conditions, of this Agreement.

NOW, THEREFORE, PREMISES CONSIDERED, RIVERTREE and the Client hereby agree as follows:

1. **RIVERTREE SYSTEMS, Inc.** The Client and RIVERTREE hereby agree that RIVERTREE will provide the following services:
 - a) Identify and prepare a written list of "taxpayer candidates for examination "based on objective criteria to be agreed upon by RIVERTREE and the Client in advance of such work.
 - b) Pursuant to Code of Alabama (1975) §40-2A-13(d) upon first contact with the taxpayer, RIVERTREE shall disclose in writing the identity of the Client and all other clients represented by RIVERTREE and shall provide a copy of appropriate written authorization of RIVERTREE's representation from the Client and from any such other client.
 - c) Inspect and examine on behalf of the Client, all books, records and other documents of taxpayers assigned to be examined by the Client to determine to what extent, if any, the taxpayer owes the Client sales and use taxes, occupational taxes, license fees, lease taxes, tobacco taxes, gasoline taxes, and any other County tax, plus interest, penalties and other charges thereon, as directed by Client and in accordance with the ordinances, resolutions and regulations of the Client.
 - d) RIVERTREE acknowledges that Code of Alabama (1975) §40-2A-13(f) provides that when a private examining or collecting firm represents more than one county, city or town on the date it first contacts a taxpayer, the private examining or collecting firm shall examine the taxpayer's books and records for all such counties, cities or towns simultaneously. Therefore, when conducting examinations initiated by other RIVERTREE clients (counties or other cities and towns), RIVERTREE will include Client on the list of entities for which the examination is being conducted. In the event RIVERTREE examines a taxpayer on behalf of other RIVERTREE clients who have not enacted the same taxes as Client, then RIVERTREE's audit of such taxpayer shall include all such taxes of Client.

- e) Perform examinations of taxpayer's records in accordance with "*The Minimum Standard Examination Program*" established by the Alabama Local Tax Institute of Standards and Training (the "Minimum Standards").
- f) Report to the Client that information necessary for the Client to assess the taxpayer's sales and use taxes, license fees, lease taxes, and all other County taxes, plus interest, penalties and other charges thereon for transactions which RIVERTREE reasonably believes may have resulted in an obligation of the taxpayer to pay such taxes to the Client.
- g) Prepare and present to the Client a "Findings Report," which shall include, at a minimum, all information required to prepare a written report under the Minimum Standards and a summary thereof on each examination performed. In the event RIVERTREE's audit indicates that a particular taxpayer has no tax Liability to the Client, RIVERTREE shall provide the Client a written report including the name of the taxpayer audited, the types of tax for which the taxpayer was examined and found to have no liability, and the audit period.
- h) Provide full cooperation to the Client in the preparation of any legal documents, attend any judicial, administrative, departmental, appellate or other legal hearings and be available to testify at hearings that may be required to collect any amounts due to the Client from the taxpayer.
- i) Pursuant to the Code of Alabama (1975) §40-2A-1 3(h) RIVERTREE shall notify the taxpayer if any tax overpayments are discovered and the taxpayer is due any refunds from the Client, or if the taxpayer owes any tax to the Client.
- j) Any additional or incidental services which are allowable by law and are reasonably necessary in order to carry out RIVERTREE's obligations under this Agreement.

RIVERTREE shall collect all taxes with checks payable to the MONTGOMERY COUNTY COMMISSION.

2. **Compensation.** It is understood that each RIVERTREE client will only pay a prorated portion of total audit costs when RIVERTREE is conducting examinations for multiple clients at one time. Client agrees to pay RIVERTREE its prorated portion of each audit's total audit costs which shall consist of **seventy-five dollars (\$75.00) per hour.**

RIVERTREE shall be paid monthly based upon hours worked submitted to the Client by the fifteenth (15th) day of the month for the month next proceeding. The parties

acknowledge that the Code of Alabama (1975) §40-2A-6 specifically prohibits the Client from entering into any contract or arrangement with a private examining or contracting firm for the examination of a taxpayer's books on a contingency fee basis and agree that RIVERTREE's compensation under this Agreement is not in any way contingent upon or otherwise related to the amounts discovered during examinations nor contingent upon or related to amounts finally received by the Client.

3 Representations and Warranties. RIVERTREE represents and warrants as follows:

- a. RIVERTREE is a corporation valid and existing and in good standing under the laws of the State of Alabama.
- b. As of the effective date of the Agreement, RIVERTREE and any employee, agent, or independent auditor/examiner of RIVERTREE providing services under this Agreement, shall have obtained all licenses and bonds necessary or appropriate to perform RIVERTREE's obligations under this Agreement and all such licenses and bonds shall be current and in good standing, and shall be maintained throughout the term of this Agreement.
- c. RIVERTREE and its employees, agents and independent auditors/examiners agree to comply with all current and future laws, rules and regulations applicable to all services provided by RIVERTREE under this Agreement, including, but not limited to, the Local Tax Simplification Act of 1998, the Alabama Local Tax Procedures Act of 1998 and the Taxpayers' Bill of Rights as currently in effect and hereafter amended.
- d. RIVERTREE agrees to comply with all laws and regulations relating to the employees of RIVERTREE, including, without limitation, all tax withholding requirements and worker's compensation laws.

4 Change in Law. The parties agree that in the event of any conflict between the requirements of any applicable law and the terms of this Agreement, then the requirements of such applicable law shall control. If any law applicable to the services provided by RIVERTREE under this Agreement shall be amended, or otherwise changed following the effective date of this Agreement, and the Client, in its sole

discretion, determines that such amendment, modification or change in the law shall impair or frustrate the Client's purposes for entering into this Agreement, then the Client shall have the option to terminate this Agreement as provided in Paragraph 10 below.

5. Requirements of Examiners. All examiners employed by RIVERTREE shall meet all requirements of the Taxpayers' Bill of Rights and other current or future applicable law. At a minimum, all such examiners shall (i) be certified public accountants or accountants licensed by the State Board of Public Accountants, or (ii) be certified by the Alabama Local Tax Institute of Standards and Training, and (iii) maintain fidelity bonds in accordance with the Code of Alabama (1975) §40-23-30, as currently in effect and hereafter amended, and (iv) maintain a business license as required by Code of Alabama (1975) §40-12-2, as currently in effect and hereafter amended. If any assessment based on an audit by RIVERTREE is invalidated due to lack of proper certification of RIVERTREE's auditors, RIVERTREE must either provide an audit of the assessed taxpayer conducted by a certified auditor or reimburse Client for all amounts paid to RIVERTREE in connection with the audit. RIVERTREE shall indemnify and hold Client harmless from any loss in revenues arising from or in connection with any invalidated assessment based upon an audit conducted by RIVERTREE if such invalidation is due to lack of proper certification of RIVERTREE 's auditors or due to any other fault of RIVERTREE.

6. Inspection. The Client reserves the right at all reasonable times to inspect the documents, information, taxpayer examination system and procedures of RIVERTREE to ensure that RIVERTREE and its employees, agents, and independent auditors/examiners are complying with the terms of this Agreement and all applicable laws. Any such inspection or any lack of inspection by the Client, however, shall not be deemed to waive the requirements

of, or excuse the foregoing from complying with, the terms of this Agreement and all applicable laws.

7. **Confidentiality of Tax Information.** RIVERTREE and its employees, agents, and independent auditors/examiners shall not print, publish or divulge the return of any taxpayer or any part of a return or any information or data supplied by the Client or secured in arriving at the amount of the tax value reported and shall act in conformance with all current and future federal, state and local laws and regulations concerning the confidentiality of tax information, including, but not limited to, the Taxpayers' Bill of Rights (collectively, the "Confidentiality Laws"). All principals, officers, employees and independent auditors/examiners of RIVERTREE involved with the services provided by RIVERTREE under this Agreement, prior to undertaking such services, shall execute an agreement in form and context acceptable to the Client binding such principals, officers, employees and independent auditors/examiners to observe the Confidentiality Laws.

8. **Independent Contractor.** The parties agree that RIVERTREE is and shall at all times be considered an independent contractor and neither it nor its employees or its independent auditors/examiners shall be considered employees of the Client or entitled to any rights or benefits accorded to employees of the Client. RIVERTREE and the Client affirm that this Agreement does not create a partnership or joint venture and that no expressed, implied or apparent rights are intended to inure to any third parties under the terms and conditions herein.

9. **Term.** This Agreement shall be effective as of the date set forth in the preamble hereto and shall continue in effect through March 31, 2017 unless terminated as herein provided. Pursuant of the Code of Alabama (1975) §40-2A- 1 2, this Agreement shall not be

renewed or extended beyond such three (3) year term; provided, however, that the parties may negotiate a new contract concerning the subject matter of this Agreement to become effective following expiration of this Agreement.

10. **Default.** If RIVERTREE shall fail in any respect to comply with the terms of this Agreement, the Client shall notify RIVERTREE in writing of the matters with regard to which default is asserted, and RIVERTREE shall have thirty (30) days to cure such default. If RIVERTREE fails to either cure such default within said time, then the Client may terminate this Agreement at any time thereafter by giving written notice to RIVERTREE of its election to terminate.

11. **Termination.** Either party may terminate this Agreement by giving the other party written notice of termination at least sixty (60) days prior to the effective date of termination. Notwithstanding the foregoing, this Agreement shall be terminated automatically, without notice, if RIVERTREE, for any reason loses or foregoes its license required under Code of Alabama (1975) §40-2A-13 or §40-2A-14. RIVERTREE shall provide the Client all documentation, records, reports, and examinations as of the effective date of the termination with a final itemized statement of fees due.

12. **Assignment; Subcontracting of Services.** Client acknowledges and agrees that RIVERTREE may retain auditors or examiners on an independent contractor basis to provide the services described in this Agreement and Client consents to RIVERTREE's retention of such auditors or examiners provided, however, that any such auditor or examiner must meet all criteria applicable to auditors and examiners under law or under this Agreement and provided further that all terms and conditions of this Agreement, including but not limited to indemnities, applicable to services provided by RIVERTREE shall apply to any work

performed by such auditors and examiners. RIVERTREE shall maintain and, upon Client's request, shall provide to Client a list of all auditors and examiners authorized to provide services on behalf of RIVERTREE. Except as provided in this Paragraph 12, RIVERTREE shall not assign any of its rights or obligations under this Agreement or enter into an agreement with any person, entity or subcontractor to perform the obligations of RIVERTREE under this Agreement. Any such assignment or other agreement by RIVERTREE shall be null and void.

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

IN WITNESS WHEREOF, the undersigned parties, through their duly authorized officers,
have executed this Agreement on the year and day first above written.

MONTGOMERY COUNTY COMMISSION

By: _____

Title: _____

RIVERTREE SYSTEMS, INC.

PRESIDENT

STATE OF ALABAMA }
COUNTY OF MONTGOMERY }

AGREEMENT FOR EXAMINATION SERVICES

THIS AGREEMENT made and entered into on this the 10th day of September 2012 by and between the Montgomery County Commission ("COUNTY"), hereinafter referred to as the "Client", and **RIVERTREE SYSTEMS, INC.**, an Alabama corporation (hereinafter referred to as "**RIVERTREE**"). This Agreement shall supersede and take the place of the Agreement between the above parties dated March 28, 2011 attached hereto.

1. The Client desires to provide for the collection of all local taxes and fees, regardless of the jurisdiction in which a taxpayer subject to the Client's taxing power maintains its principal office, to provide that all taxpayers are treated equally and to provide that all tax related ordinances are uniformly and consistently applied. In order to accomplish these goals and objectives, the Client desires to retain the services of a company legally qualified as a "private auditing or collecting firm" as defined in the Alabama Taxpayers' Bill of Rights and Uniform Revenue Procedures Act, Code of Alabama (1975) §40-2A-1 et seq. (hereinafter the "Taxpayers' Bill of Rights") to perform audits and examinations of such taxpayers' books and records.
2. **RIVERTREE** is qualified as a private auditing or collecting firm under the Taxpayers' Bill of Rights and, as such, provides collection, examining and consulting services for local governments throughout the State of Alabama. **RIVERTREE** has represented to the Client that (i) it is knowledgeable of all laws and regulations applicable to private auditing or collecting firms, (ii) it provides its services in full compliance with all applicable laws and

regulations, and (iii) it obtains all of the legally required certifications, fidelity bonds, and legal letters of authority to act as a private auditing or collecting firm.

3. The Client desires to retain RIVERTREE as a private auditing firm to provide tax auditing and examination services under the terms and conditions, of this Agreement.

NOW, THEREFORE, PREMISES CONSIDERED, RIVERTREE and the Client hereby agree as follows:

1. **RIVERTREE SYSTEMS, Inc.** The Client and RIVERTREE hereby agree that RIVERTREE will provide the following services:

- a) Identify and prepare a written list of "taxpayer candidates for examination "based on objective criteria to be agreed upon by RIVERTREE and the Client in advance of such work.
- b) Pursuant to Code of Alabama (1975) §40-2A-13(d) upon first contact with the taxpayer, RIVERTREE shall disclose in writing the identity of the Client and all other clients represented by RIVERTREE and shall provide a copy of appropriate written authorization of RIVERTREE's representation from the Client and from any such other client.
- c) Inspect and examine on behalf of the Client, all books, records and other documents of taxpayers assigned to be examined by the Client to determine to what extent, if any, the taxpayer owes the Client sales and use taxes, occupational taxes, license fees, lease taxes, tobacco taxes, gasoline taxes, and any other County tax, plus interest, penalties and other charges thereon, as directed by Client and in accordance with the ordinances, resolutions and regulations of the Client.
- d) RIVERTREE acknowledges that Code of Alabama (1975) §40-2A-13(f) provides that when a private examining or collecting firm represents more than one county, city or town on the date it first contacts a taxpayer, the private examining or collecting firm shall examine the taxpayer's books and records for all such counties, cities or towns simultaneously. Therefore, when conducting examinations initiated by other RIVERTREE clients (counties or other cities and towns), RIVERTREE will include Client on the list of entities for which the examination is being conducted. In the event RIVERTREE examines a taxpayer on behalf of other RIVERTREE clients who have not enacted the same taxes as Client, then RIVERTREE's audit of such taxpayer shall include all such taxes of Client.

- e) Perform examinations of taxpayer's records in accordance with "*The Minimum Standard Examination Program*" established by the Alabama Local Tax Institute of Standards and Training (the "Minimum Standards").
- f) Report to the Client that information necessary for the Client to assess the taxpayer's sales and use taxes, license fees, lease taxes, and all other County taxes, plus interest, penalties and other charges thereon for transactions which RIVERTREE reasonably believes may have resulted in an obligation of the taxpayer to pay such taxes to the Client.
- g) Prepare and present to the Client a "Findings Report," which shall include, at a minimum, all information required to prepare a written report under the Minimum Standards and a summary thereof on each examination performed. In the event RIVERTREE's audit indicates that a particular taxpayer has no tax Liability to the Client, RIVERTREE shall provide the Client a written report including the name of the taxpayer audited, the types of tax for which the taxpayer was examined and found to have no liability, and the audit period.
- h) Provide full cooperation to the Client in the preparation of any legal documents, attend any judicial, administrative, departmental, appellate or other legal hearings and be available to testify at hearings that may be required to collect any amounts due to the Client from the taxpayer.
- i) Pursuant to the Code of Alabama (1975) §40-2A-1 3(h) RIVERTREE shall notify the taxpayer if any tax overpayments are discovered and the taxpayer is due any refunds from the Client, or if the taxpayer owes any tax to the Client.
- j) Any additional or incidental services which are allowable by law and are reasonably necessary in order to carry out RIVERTREE's obligations under this Agreement.

RIVERTREE shall collect all taxes with checks payable to the MONTGOMERY COUNTY COMMISSION.

2. **Compensation.** It is understood that each RIVERTREE client will only pay a prorated portion of total audit costs when RIVERTREE is conducting examinations for multiple clients at one time. Client agrees to pay RIVERTREE its prorated portion of each audit's total audit costs which shall consist of **seventy-five dollars (\$75.00) per hour.**

RIVERTREE shall be paid monthly based upon hours worked submitted to the Client by the fifteenth (15th) day of the month for the month next proceeding. The parties

acknowledge that the Code of Alabama (1975) §40-2A-6 specifically prohibits the Client from entering into any contract or arrangement with a private examining or contracting firm for the examination of a taxpayer's books on a contingency fee basis and agree that RIVERTREE's compensation under this Agreement is not in any way contingent upon or otherwise related to the amounts discovered during examinations nor contingent upon or related to amounts finally received by the Client.

3. Representations and Warranties. RIVERTREE represents and warrants as follows:

- a. RIVERTREE is a corporation valid and existing and in good standing under the laws of the State of Alabama.
- b. As of the effective date of the Agreement, RIVERTREE and any employee, agent, or independent auditor/examiner of RIVERTREE providing services under this Agreement, shall have obtained all licenses and bonds necessary or appropriate to perform RIVERTREE's obligations under this Agreement and all such licenses and bonds shall be current and in good standing, and shall be maintained throughout the term of this Agreement.
- c. RIVERTREE and its employees, agents and independent auditors/examiners agree to comply with all current and future laws, rules and regulations applicable to all services provided by RIVERTREE under this Agreement, including, but not limited to, the Local Tax Simplification Act of 1998, the Alabama Local Tax Procedures Act of 1998 and the Taxpayers' Bill of Rights as currently in effect and hereafter amended.
- d. RIVERTREE agrees to comply with all laws and regulations relating to the employees of RIVERTREE, including, without limitation, all tax withholding requirements and worker's compensation laws.

4. Change in Law. The parties agree that in the event of any conflict between the requirements of any applicable law and the terms of this Agreement, then the requirements of such applicable law shall control. If any law applicable to the services provided by RIVERTREE under this Agreement shall be amended, or otherwise changed following the effective date of this Agreement, and the Client, in its sole discretion,

determines that such amendment, modification or change in the law shall impair or frustrate the Client's purposes for entering into this Agreement, then the Client shall have the option to terminate this Agreement as provided in Paragraph 10 below.

5. **Requirements of Examiners.** All examiners employed by RIVERTREE shall meet all requirements of the Taxpayers' Bill of Rights and other current or future applicable law. At a minimum, all such examiners shall (i) be certified public accountants or accountants licensed by the State Board of Public Accountants, or (ii) be certified by the Alabama Local Tax Institute of Standards and Training, and (iii) maintain fidelity bonds in accordance with the Code of Alabama (1975) §40-23-30, as currently in effect and hereafter amended, and (iv) maintain a business license as required by Code of Alabama (1975) §40-12-2, as currently in effect and hereafter amended. If any assessment based on an audit by RIVERTREE is invalidated due to lack of proper certification of RIVERTREE's auditors, RIVERTREE must either provide an audit of the assessed taxpayer conducted by a certified auditor or reimburse Client for all amounts paid to RIVERTREE in connection with the audit. RIVERTREE shall indemnify and hold Client harmless from any loss in revenues arising from or in connection with any invalidated assessment based upon an audit conducted by RIVERTREE if such invalidation is due to lack of proper certification of RIVERTREE's auditors or due to any other fault of RIVERTREE.

6. **Inspection.** The Client reserves the right at all reasonable times to inspect the documents, information, taxpayer examination system and procedures of RIVERTREE to ensure that RIVERTREE and its employees, agents, and independent auditors/examiners are complying with the terms of this Agreement and all applicable laws. Any such inspection or any lack of inspection by the Client, however, shall not be deemed to waive the requirements

of, or excuse the foregoing from complying with, the terms of this Agreement and all applicable laws.

7. **Confidentiality of Tax Information.** RIVERTREE and its employees, agents, and independent auditors/examiners shall not print, publish or divulge the return of any taxpayer or any part of a return or any information or data supplied by the Client or secured in arriving at the amount of the tax value reported and shall act in conformance with all current and future federal, state and local laws and regulations concerning the confidentiality of tax information, including, but not limited to, the Taxpayers' Bill of Rights (collectively, the "Confidentiality Laws"). All principals, officers, employees and independent auditors/examiners of RIVERTREE involved with the services provided by RIVERTREE under this Agreement, prior to undertaking such services, shall execute an agreement in form and context acceptable to the Client binding such principals, officers, employees and independent auditors/examiners to observe the Confidentiality Laws.

8. **Independent Contractor.** The parties agree that RIVERTREE is and shall at all times be considered an independent contractor and neither it nor its employees or its independent auditors/examiners shall be considered employees of the Client or entitled to any rights or benefits accorded to employees of the Client. RIVERTREE and the Client affirm that this Agreement does not create a partnership or joint venture and that no expressed, implied or apparent rights are intended to inure to any third parties under the terms and conditions herein.

9. **Term.** This Agreement shall be effective as of the date set forth in the preamble hereto and shall continue in effect through March 31, 2014 unless terminated as herein provided. Pursuant of the Code of Alabama (1975) §40-2A- 1 2, this Agreement shall not be

renewed or extended beyond such three (3) year term; provided, however, that the parties may negotiate a new contract concerning the subject matter of this Agreement to become effective following expiration of this Agreement.

10. **Default.** If RIVERTREE shall fail in any respect to comply with the terms of this Agreement, the Client shall notify RIVERTREE in writing of the matters with regard to which default is asserted, and RIVERTREE shall have thirty (30) days to cure such default. If RIVERTREE fails to either cure such default within said time, then the Client may terminate this Agreement at any time thereafter by giving written notice to RIVERTREE of its election to terminate.

11. **Termination.** Either party may terminate this Agreement by giving the other party written notice of termination at least sixty (60) days prior to the effective date of termination. Notwithstanding the foregoing, this Agreement shall be terminated automatically, without notice, if RIVERTREE, for any reason loses or foregoes its license required under Code of Alabama (1975) §40-2A-13 or §40-2A-14. RIVERTREE shall provide the Client all documentation, records, reports, and examinations as of the effective date of the termination with a final itemized statement of fees due.

12. **Assignment; Subcontracting of Services.** Client acknowledges and agrees that RIVERTREE may retain auditors or examiners on an independent contractor basis to provide the services described in this Agreement and Client consents to RIVERTREE's retention of such auditors or examiners provided, however, that any such auditor or examiner must meet all criteria applicable to auditors and examiners under law or under this Agreement and provided further that all terms and conditions of this Agreement, including but not limited to indemnities, applicable to services provided by RIVERTREE shall apply to any work

performed by such auditors and examiners. RIVERTREE shall maintain and, upon Client's request, shall provide to Client a list of all auditors and examiners authorized to provide services on behalf of RIVERTREE. Except as provided in this Paragraph 12, RIVERTREE shall not assign any of its rights or obligations under this Agreement or enter into an agreement with any person, entity or subcontractor to perform the obligations of RIVERTREE under this Agreement. Any such assignment or other agreement by RIVERTREE shall be null and void.

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

IN WITNESS WHEREOF, the undersigned parties, through their duly authorized officers,
have executed this Agreement on the year and day first above written.

MONTGOMERY COUNTY COMMISSION

By: Edton N. Dean, Sr.

Title: Chairman

RIVERTREE SYSTEMS, INC.

By: James M. Thomas

Title: President

Memo

To: Mr. Donnie Mims, County Administrator
From: Bruce R. Howell, Juvenile Court Administrator
Date: February 24, 2014
Re: Lee Detention Bed Contract

Please place the attached Lee County contract on the March 10th County Commission formal agenda for approval and signatures. This contract is for the purchase of beds from Lee County during the Youth Facility renovation.

Thank you for your consideration in this matter.

AGREEMENT

This agreement, entered into this 1st day of March, 2014, between Lee County Youth Development Center, Inc., a private non-profit corporation whose principal office is located at 1109 Spring Drive, Opelika, Alabama, 36801 (hereinafter referred to as "LCYDC") and the Montgomery County Commission, whose principal office is located in the Montgomery County Courthouse, Montgomery, Alabama, (hereinafter referred to as "Montgomery County").

WITNESSETH:

WHEREAS, Lee County Youth Development Center operates in Lee County the East Alabama Regional Detention Facility for secure detention care of alleged and adjudicated delinquent youth needing such care; and

WHEREAS, Montgomery County wishes to procure secure detention services for its young people judged to be in need of such care.

NOW THEREFORE, WITNESS THIS AGREEMENT by and between East Alabama Regional Detention, a non-profit organization, acting through its duly authorized officers and Montgomery County, a corporate and political body, acting through its duly authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledge as follows:

- I. The said East Alabama Regional Detention covenants and agrees that on a space available basis, it will make available to Montgomery County, housing for juveniles alleged to be delinquent, for normal routine care, feeding and living for such custody, and to expend its best efforts for the care, control and best interest of juvenile detained in the Regional Detention facility.
- II. Montgomery County will pay to East Alabama Regional Detention the sum of one hundred and No/100 Dollars (\$100.00) per day for each such juvenile housed.
- III. East Alabama Regional Detention shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for eh health and welfare of the juveniles housed in the Youth Facility, and Montgomery County covenants and agrees to pay said expenditures, or to reimburse East Alabama Regional Detention for any expenditures that it may make those regards. Montgomery County is responsible for the arrangement and transportation of their youth for medical care expect in emergency situation.
- IV. East Alabama Regional Detention covenants and agrees to contact the duly authorized representative of Montgomery County in the event that any extraordinary circumstances occur in the housing of juvenile. The duly authorized representative of Montgomery County will have authority and privilege to counsel with and visit any juvenile being held at the Youth facility from their county, such counseling and visitation is not to interfere with normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
- V. In the event a juvenile housed at the Youth Facility shall be come disruptive or "beyond control" while detained or in the custody of the Youth Facility, Montgomery

County will notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 48 hours after notification. Retarded and seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Juveniles addicted to drugs and pregnant females will not be accepted.

- VI. East Alabama Regional Detention does not accept liability for injury to an or the juveniles housed at the Youth Facility; Montgomery County covenants and agrees to hold harmless and indemnify East Alabama Regional Detention, its officers, agents, servants, officers, or employees, from any liability thereof, except intentional wrongful acts of the agents, servants, officers, or employees of East Alabama Regional Detention Facility.
- VII. All juveniles housed at the Youth Facility and forwarded by County shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Montgomery County is to contact the Regional Detention Facility for the availability of space prior to presenting a juvenile for detention.
- VIII. The number of days in detention shall be defined to include the day a youth is received but will not include the day the youth is released.
- IX. Montgomery County will East Alabama Regional Detention harmless from an and all medical expenses, oath physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to Montgomery County, and they will assume responsibility for payment to be provider of said services.
- X. If any dispute arises between Montgomery County and East Alabama Regional Detention, then said Montgomery County agrees to have said dispute heard before a court of competent jurisdiction in Lee County, Alabama.
- XI. This agreement shall be for a period of one (1) year except it shall void upon ten (10) days written notice from either party of its desire to terminate the agreement. This Agreement shall begin effective _____, 2014 and shall continue until _____, 2015.

IN WITNESS WHEREOF, Lee County Youth Development Center and Montgomery County Commission caused this Agreement to be duly executed by their authorized officers and officials on the date listed under XI above.

Lee County Youth Development Center, Inc.

By: [Signature]
Executive Director

STATE OF ALABAMA,}
Lee COUNTY.}

I, Nakeda Woods, a Notary Public in and for said County in said State, hereby certify that Laura Cooper whose name as Executive Director of Lee County Youth Development Center, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me of this day that, being informed of the contents of said conveyance that he, in such capacity and with full authority, executed the same voluntarily as the act of said corporation.

Given under my hand and official seal of office this the 13th day of February, 2014.

[Signature]
MY COMMISSION EXPIRES APRIL 6, 2014
Notary Public

Montgomery County Commission

By: Elton N. Dean, Sr.
Its Chairman

STATE OF ALABAMA,}

Montgomery COUNTY.}

I, Tammy L. Nix, a Notary Public in and for said County in said State, hereby certify that Elton N. Dean, Sr. whose name as Chairman of Montgomery County Commission, a commission, is signed to the foregoing conveyance, and who is known to me, acknowledged before me of this day that, being informed of the contents of said conveyance that he, in such capacity and with full authority, executed the same voluntarily as the act of said corporation.

Given under my hand and official seal of office this the 4th day of March, 2014.

[Signature]
My Commission Expires 3/5/16
Notary Public

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: **Community Corrections**

DEPARTMENT HEAD: **Paul H. Brown**

SUPERVISOR: **Donald L. Mims**

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

1. POSITION TITLE: **Community Corrections Officer**

POSITION NUMBER: **300359014**

PROPOSED EFFECTIVE DATE: **March 31, 2014**

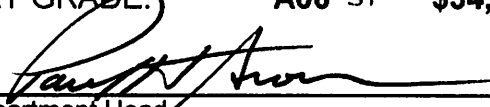
TYPE OF APPOINTMENT **(XX) Permanent** **() Temporary**

RECRUITING

() PROMOTIONAL REGISTER **() TRANSFER**

(XX) OPEN COMPETITIVE REGISTER **() REEMPLOYMENT**

PAY GRADE: **A06-SI** **\$34,563 - \$49,201**



Department Head

1/30/2014

Date

2. ADMINISTRATIVE REVIEW

() APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE: _____

Appointing Authority

Date

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

Date _____
Date _____

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: PROBATE

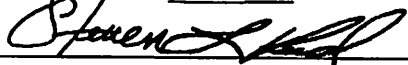
APPOINTING AUTH.: Judge Steven L. Reed.

SUPERVISOR: William D. Flowers, III

COMPLETE ACTION DATES

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

1. POSITION TITLE: CSC
POSITION NUMBER: 750016037
PROPOSED EFFECTIVE DATE: 3 March 2014
TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY
RECRUITING:
☐ Promotional Transfer ☐ Transfer
☒ Open Competitive Register ☐ Reemployment
PAY GRADE: A03 - 51


APPOINTING AUTHORITY

2/12/14
Date

2. ADMINISTRATIVE REVIEW

☐ APPROVED
☐ DISAPPROVED

FUNDING AUTHORITY

Date

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

PERSONNEL DIRECTOR

Date

4. SELECTEE: _____

APPOINTING AUTHORITY

Date

5. _____ Manpower data entered by _____

Date

_____ Payroll entered by _____

Date



February 7, 2014

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : Position Fill Request for
Montgomery County Sheriff's Office

I am attaching copies of three Position Fill Requests that have been forwarded to Ms. Shirley Bazzell in Finance. These position fill requests were created by the retirement of Sergeant Terrence Crawford on February 1, 2014. His retirement will open positions for Sergeant, Corporal, and Deputy Sheriff.

I need to make the promotion to Sergeant and Corporal as soon as possible. I also need to fill the position of Deputy Sheriff as soon as possible in order that the applicant will be able to attend the Police Academy in March.

I am requesting that these Position Fill Requests be presented to the County Commission for their approval.

DTM/tb

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title Deputy Sheriff, Corporal

Position Number _____

Proposed Effective Date February 17, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Pay Grade PS2 \$33,648 - \$47,9700
Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)
D. T. Marshall Date February 3, 2014
Department Head

2. Administrative Review
() Approved
() Disapproved

Funding Authority _____

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

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

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

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: M. C. Sheriff's Office - Sheriff
DEPARTMENT HEAD: D. T. Marshall, Sheriff
SUPERVISOR: D. Cunningham

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

1. Position Title Deputy Sheriff, Sergeant

Position Number 129

Proposed Effective Date February 17, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Pay Grade PS3 \$40,962 - \$58,309
Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-promotions)
D T Marshall Date January 30, 2014
Department Head mwc

2. Administrative Review

() Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

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

POSITION FILL REQUEST

ORIGINAL

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

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

1. Position Title Deputy Sheriff

Position Number _____

Proposed Effective Date February 17, 2014

Type of Appointment (☒) Permanent (☐) Temporary

Recruiting

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

Pay Grade Deputy Sheriff Trainee - \$30,590 Grade PST
Deputy Sheriff - \$31,709 - \$45,139 Grade PS1

D T Marshall
 Department Head *thw*

Date February 3, 2014

2. Administrative Review

- (☐) Approved
 (☐) Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
 Open-Competitive _____ Candidates
 Transfer _____ Candidates

 Personnel Director Date _____

4. Selectee:

 Appointing Authority Date _____

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

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham

1. Position Title Deputy Sheriff, Corporal

Position Number 33

Proposed Effective Date February 17, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Pay Grade PS2 \$33,648 - \$47,9700
Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-promotions)
D T Marshall Date January 30, 2014
Department Head mtc

2. Administrative Review

() Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee:

Appointing Authority Date _____

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

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title Deputy Sheriff

Position Number _____

Proposed Effective Date February 17, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Deputy Sheriff Trainee - \$30,590 Grade PST
Deputy Sheriff - \$31,709 - \$45,139 Grade PS1

D T Marshall

Date February 3, 2014

Department Head *MD*

2. Administrative Review

() Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director _____

Date _____

4. Selectee:

Appointing Authority _____

Date _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: D. T. Marshall, Sheriff
SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer/Corrections Officer Trainee

Position Number 052

Proposed Effective Date February 18, 2014

Type of Appointment (X) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,392 Grade PCT
Corrections Officer - \$29,569 Grade PC1

D T Marshall ja Date February 7, 2014
Department Head

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date FINANCE FEB 7 14 15 20

4. Selectee:

Appointing Authority Date _____

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

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer/Corrections Officer Trainee

Position Number 182

Proposed Effective Date February 18, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,392 Grade PCT
Corrections Officer - \$29,569 Grade PC1

D T Marshall
Department Head

Date February 7, 2014

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee:

FINANCE FEB 7 141520

Appointing Authority Date _____

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

Memo

To: Commission Chairman, Elton N. Dean Sr.

From: Lou Ialacci 

CC: Mayor Strange (w/out attachments)

Date: February 12, 2014

Re: Information Technology Reorganization/Reclassification

Due to the reorganization and restructuring of the Information Technology Departments, I respectfully request your consideration and approval of the following changes to our job descriptions and classifications.

- * 1.) Request from Lou Ialacci, Chief Information Technology Officer, to establish the following new classifications: IT Manager Systems (CO274) at pay grade A12 (\$65,952 - \$93,884); IT Specialist Systems (applications) (CO273) at pay grade A11 (\$59,179 - \$84,242); IT Engineer Systems (CO272) at pay grade A9 (\$48,225 - \$68,650); IT Technician Systems (CO271) at pay grade A7 (\$38,734 - \$55,138). IT Manager Network/Infrastructure (CO274) at pay grade A12 (\$65,952 - \$93,884); IT Specialist Network/Infrastructure (CO273) at pay grade A11 (\$59,179 - \$84,242); IT Engineer Network/Infrastructure (CO272) at pay grade A9 (\$48,225 - \$68,650); and IT Technician Network/Infrastructure (CO271) at pay grade A7 (\$38,734 - \$55,138).
- 2.) Request from Lou Ialacci, Chief Information Technology Officer, to abolish the following classifications: Computer Operator I (CO 0133); Network Engineer I (CO 0160); Network Engineer II (CO 0161); Network Engineer III (CO 0162); Systems Support Manager (CO 0149); Applications programmer (CO 0140); Software Systems Developer (CO 0167); Software Systems Specialist (CO 0168); Software Systems Manager (CO 0153); and Technical Support Specialist (CO 0148).
- 3.) Request from Lou Ialacci, Chief Information Technology Officer, to reclassify the following employees, effective the first full pay period following approval: Rodney Smith – Software Systems Manager to IT Manager Systems; Larry Kennedy – Systems Support Manager to IT Manager Network/Infrastructure; Chad Nunn – Software Systems Specialist to IT Engineer Systems; Pat Richards – Software Systems

Developer to IT Engineer Systems; Michael Nummy – Technical Support Specialist to IT Engineer Network/Infrastructure; Alfred Jones - Technical Support Specialist to IT Engineer Network/Infrastructure; Robert Phaturos – Network Engineer I to IT Technician Network/Infrastructure; and ShaKenda Darrington - Network Engineer I to IT Technician Network/Infrastructure.

- 4.) The following classifications are to be abolished once the position is vacated by the current incumbent: Computer Operations Manager (CO 0156) [current incumbent – Rose Pyron]; and Operations Specialist (CO 0159) [current incumbent – Jeff Oswalt]

End of Memo

**CITY - COUNTY OF MONTGOMERY
PERSONNEL DEPARTMENT**

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

27 Madison Avenue
Montgomery, Alabama 36104

BARBARA M. MONTOYA
PERSONNEL DIRECTOR
KAREN B. CASON
ASSISTANT PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675
FAX: 334-625-2219

January 28, 2014

MEMORANDUM

TO: Lou Ialacci
Chief Information Technology Officer

FROM: Robbie Estes (2278)
Personnel Analyst

RE: City/County Information Technology Class and Pay Study

Per a request on March 25, 2013, the Personnel Department has developed new job classes designed to realign and streamline several city and county IT jobs and recommends new pay grades assigned to each new job class. We propose the following series of Information Technology job classes that will be used for both city and county IT departments:

- 1) IT Technician CI401; CO271
- 2) IT Engineer CI402; CO272
- 3) IT Specialist CI403; CO273
- 4) IT Manager CI405; CO274

Each job class in the series will have one job description with minimum qualifications separating the applicants into three functional IT areas when hiring for the positions. We propose the following three functional areas:

- 1) Systems (applications)
- 2) Network/Infrastructure
- 3) Telecommunications.

As part of the study, the Personnel Department conducted pay evaluations for each job class using the Job Evaluation System to better reflect the external market while maintaining internal equity. We recommend the following pay grades:

IT Technician	A07
IT Engineer	A09
IT Specialist	A11
IT Manager	A12

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11-4

**CITY - COUNTY OF MONTGOMERY
PERSONNEL DEPARTMENT**

PERSONNEL BOARD
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RANDALL B. JAMES

27 Madison Avenue
Montgomery, Alabama 36104

BARBARA M. MONTOYA
PERSONNEL DIRECTOR
KAREN B. CASON
ASSISTANT PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675
FAX: 334-625-2219

In conjunction with the recommended classification structured, the Personnel department recommends the following job classes be abolished:

<u>Job Class</u>	<u>Class Code</u>
Computer Operator I	CI 330/CO 0133
Computer Operator II	CI 340
Programmer Trainee	CI 360
Network Engineer I	CI 362/CO 0160
Network Engineer II	CI 363/CO 0161
Network Engineer III	CI 364/CO 0162
Systems Support Manager	CI 389/CO 0149
User Support Analyst	CI 352
Programmer Analyst I	CI 370
Programmer Analyst II	CI 377
Programmer Analyst III	CI 380
Telecommunications Technician	CI 972
Telecommunications Systems Technician	CI 970
Telecommunications Supervisor	CI 960
Applications Programmer	CO 0140
Software Systems Developer	CO 0167
Software Systems Specialist	CO 0168
Software Systems Manager	CO 0153
Technical Support Specialist	CO 0148

If approved, the employees in existing job classes will be reassigned into the appropriate new class based on their current job duties. If promotions are to be determined, the promotional position will be opened up to allow qualified employees to compete for positions. A chart of all changes to classifications and pay grades as well as revised organizational chart and copies of all revised classifications has been attached for your review.

If you are in agreement with our recommendations, please sign the enclosed job descriptions for the proposed classifications. We ask that you coordinate the effort to obtain the Mayor's and County Commission's approval and have these personnel actions placed on the Personnel Board agendas. After approval is received, if you would like to move forward with filling any vacant positions, we can begin the announcement process. Thank you for allowing us to assist you with your personnel needs.

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11-5

City/County IT Proposed Job Classification Series and Pay Grades					
Current Classes	Current PG	Proposed IT Class	Functional Areas	Proposed PG	Proposed MQs
NE I, User Support Analyst	6,5	IT Technician	NW/Infrastructure	7	AS or 2 yrs exp.
PA I	6		Systems		
Telecomm Technician	6		Telecomm		
NE II	7,8	IT Engineer	NW/Infrastructure	9	AS and 3 yrs exp
PA II, SWSys Developer	8,8		Systems		
Telecomm Sys Technician	8		Telecomm		
NE III, Tech Spt Specialist	9,10	IT Specialist	NW/Infrastructure	11	BS and 4 yrs exp
SWSys Specialist, PA III, System Specialist	9,9,10		Systems		
	NA		Telecomm		
Sys Spt Manager	10	IT Manager	NW/Infrastructure	12	BS and 6 yrs exp
SWSys Manager	10		Systems		
Telecomm Supervisor	11		Telecomm		
IT Director City	15	No Change	unfilled		
IT Asst. Director City	13	No Change	unfilled		
IS Director County	14	No Change	unfilled		
CO Specialist	8	No Change	attrition job		
CO Manager	10	No Change	attrition job		
PG=Pay Grade	MQs=Minimum Qualifications		Experience subs for education on all IT jobs per SMEs		

11-6

Memo

To: Commission Chairman, Elton N. Dean Sr.

From: Lou Ialacci 

CC: Mayor Strange (w/out attachments)

Date: February 12, 2014

Re: Information Technology Reorganization/Reclassification

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- 4.) The following classifications are to be abolished once the position is vacated by the current incumbent: Computer Operations Manager (CO 0156) [current incumbent – Rose Pyron]; and Operations Specialist (CO 0159) [current incumbent – Jeff Oswalt]

End of Memo

Memo

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From: Lou Ialacci 

CC: Mayor Strange (w/out attachments)

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End of Memo

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From: Lou Ialacci 

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- 2.) Request from Lou Ialacci, Chief Information Technology Officer, to abolish the following classifications: Computer Operator I (CO 0133); Network Engineer I (CO 0160); Network Engineer II (CO 0161); Network Engineer III (CO 0162); Systems Support Manager (CO 0149); Applications programmer (CO 0140); Software Systems Developer (CO 0167); Software Systems Specialist (CO 0168); Software Systems Manager (CO 0153); and Technical Support Specialist (CO 0148).
- 3.) Request from Lou Ialacci, Chief Information Technology Officer, to reclassify the following employees, effective the first full pay period following approval: Rodney Smith – Software Systems Manager to IT Manager Systems; Larry Kennedy – Systems Support Manager to IT Manager Network/Infrastructure; Chad Nunn – Software Systems Specialist to IT Engineer Systems; Pat Richards – Software Systems

Developer to IT Engineer Systems; Michael Nummy – Technical Support Specialist to IT Engineer Network/Infrastructure; Alfred Jones - Technical Support Specialist to IT Engineer Network/Infrastructure; Robert Phaturos – Network Engineer I to IT Technician Network/Infrastructure; and ShaKenda Darrington - Network Engineer I to IT Technician Network/Infrastructure.

- * 4.) The following classifications are to be abolished once the position is vacated by the current incumbent: Computer Operations Manager (CO 0156) [current incumbent – Rose Pyron]; and Operations Specialist (CO 0159) [current incumbent – Jeff Oswalt]

End of Memo

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

MAR 10 2014

Date: February 21, 2014
To: Donald L. Mims, Administrator
From: Ronda McCaul Walker
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, Al
Departure Date: May 28, 2014 Return Date: May 29, 2014
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend Ethics for Public Officials and Employees
Marriot Legends in Prattville, Al

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

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

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

Department Name: Administration Fund Name: General

Additional Comments: Registration - \$175.00

To: Ronda McCaul Walker
From: Donald L. Mims, Administrator

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$175.00 and advance registration of \$175.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$22,500.00</u>
Approved Requests:	<u>\$7,734.37</u>
Budget Available:	<u>\$14,765.63</u>
Current Requests:	<u>\$175.00</u>
Budget Balance:	<u>\$14,590.63</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/24/2014

cc: Finance Director / Buyer

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Revised October 12, 2006

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

MAR 10 2014

Date: March 6, 2014
To: Donald L. Mims, Administrator
From: Donald, L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Alabama

Departure Date: May 14, 2014 Return Date: May 15, 2014

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: to attend Association of County Administrators of Alabama 2014 Conference
at Perdido Beach Resort

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

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

Total (est.) Cost: \$900.86 Advance Registration Required: \$185.00

Department Name: Administration Fund Name: General

Additional Comments: Registration - \$185.00; Meals \$150.00; Lodging - \$344.10; Mileage - \$221.76

To: Donald, L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$900.86 and advance registration of \$185.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$7,734.37</u>	
Budget Available:	<u>\$14,765.63</u>	
Current Requests:	<u>\$1,277.74</u>	
Budget Balance:	<u>\$13,487.89</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/6/2014

cc: Finance Director / Buyer

15-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAR 10 2014

Request # 7

Date: March 5, 2014
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, Alabama
Departure Date: May 28, 2014 Return Date: May 29, 2014

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Attend County Government Education Institute "Ethics for Public Officials and Employees" Course sponsored by ACCA to be held at Marriott in Prattville, AL.
Attendee to earn 12 CPE Hours toward 2014 CRO certification requirement.

Traveler (s) Name: 1. Courtney Oates 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$226.88 Advance Registration Required: \$175.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fee of \$175.00 has to be paid in advance to the ACCA.
Other Estimated Costs: Mileage \$26.88. Meals \$25.

To: Terri Henderson, Revenue Manager
From: Donald L. Mims, Administrator

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$226.88 and advance registration of \$175.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$8,000.00</u>
Approved Requests:	<u>\$3,703.00</u>
Budget Available:	<u>\$4,297.00</u>
Current Requests:	<u>\$226.88</u>
Budget Balance:	<u>\$4,070.12</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/5/2014

cc: Finance Director / Buyer

15-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

MAR 10 2014

Date: February 19, 2014
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, AL
Departure Date: April 15, 2014 Return Date: April 16, 2014
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Alabama Fusion Center

Traveler (s) Name: 1. Corporal Adam Lawton 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$300.00 Advance Registration Required: \$0.00

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

Additional Comments: _____

To: Sheriff D. T. Marshall
From: Donald L. Mims, Administrator

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$300.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$7,597.93</u>
Budget Available:	<u>\$17,402.07</u>
Current Requests:	<u>\$300.00</u>
Budget Balance:	<u>\$17,102.07</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/20/2014

cc: Finance Director / Buyer

15-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 12

Agenda

MAR 10 2014

Date: February 27, 2014
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: March 17, 2014 Return Date: March 21, 2014
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Hostage Negotiator Training

Traveler (s) Name: 1. Lt. Leigh Persky 4. _____
2. Sgt. Jessie Oliver 5. _____
3. Corporal Fred Johnson 6. _____

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

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

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

Additional Comments: _____
No expenses involved in this travel.

To: Sheriff D. T. Marshall
From: Donald L. Mims, Administrator

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$7,597.93</u>
Budget Available:	<u>\$17,402.07</u>
Current Requests:	<u>\$300.00</u>
Budget Balance:	<u>\$17,102.07</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/3/2014

cc: Finance Director / Buyer

15-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 13

Agenda

MAR 10 2014

Date: March 3, 2014
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Alabama
Departure Date: June 8, 2014 Return Date: June 11, 2014
Conference Leave (Days / Hours): 4 days
Purpose of Travel: FBI National Academy Associates Conference

Traveler (s) Name: 1. Lieutenant Robert Irsik 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,200.00 Advance Registration Required: \$225.00
Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff D. T. Marshall
From: Donald L. Mims, Administrator

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$1,200.00 and advance registration of \$225.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$7,597.93</u>	
Budget Available:	<u>\$17,402.07</u>	
Current Requests:	<u>\$1,500.00</u>	
Budget Balance:	<u>\$15,902.07</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/3/2014

cc: Finance Director / Buyer

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Revised October 13, 2006

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 14

Agenda

MAR 10 2014

Date: March 3, 2014
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Biloxi, MS
Departure Date: July 20, 2014 Return Date: July 24, 2014
Conference Leave (Days / Hours): 5 days
Purpose of Travel: 2014 DARE Training Conference

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

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

Total (est.) Cost: \$1,200.00 Advance Registration Required: \$199.00
Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff D. T. Marshall
From: Donald L. Mims, Administrator

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$1,200.00 and advance registration of \$199.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$7,597.93</u>
Budget Available:	<u>\$17,402.07</u>
Current Requests:	<u>\$2,700.00</u>
Budget Balance:	<u>\$14,702.07</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/3/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Agenda

MAR 10 2014

Date: February 28, 2014
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: April 30, 2014 Return Date: April 30, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Prison Rape and Sex Assault Investigations Inside Correctional Facilities

Traveler (s) Name: 1. Captain Etta Matthews 4. _____
2. Lieutenant James Thrift 5. _____
3. Sergeant Rodney Brooks 6. _____

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

Total (est.) Cost: \$597.00 Advance Registration Required: \$597.00
Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

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

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$597.00 and advance registration of \$597.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52200-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$10,650.00</u>
Budget Available:	<u>\$4,350.00</u>
Current Requests:	<u>\$597.00</u>
Budget Balance:	<u>\$3,753.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/3/2014

cc: Finance Director / Buyer

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Revised October 13, 2007

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

MAR 10 2014

Date: March 4, 2014
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Long Beach, CA
Departure Date: June 8, 2014 Return Date: June 11, 2014
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend Public Risk Management Association (PRIMA)
2014 Annual Conference

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

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

Total (est.) Cost: \$2,306.55 Advance Registration Required: \$570.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Registration - \$570.00; Lodging - \$686.55; Meals - \$300.00; Airfare - \$750.00

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

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$2,306.55 and advance registration of \$570.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>007-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$1,784.97</u>
Budget Available:	<u>\$13,215.03</u>
Current Requests:	<u>\$2,306.55</u>
Budget Balance:	<u>\$10,908.48</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/5/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Date: February 20, 2014
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Agenda

MAR 10 2014

Request approval to be granted for the following:

Destination: Renaissance Hotel and Spa, Montgomery, AL
Departure Date: March 19, 2014 Return Date: March 19, 2014
Conference Leave (Days / Hours): 1 day / 8 hrs.
Purpose of Travel: Attend seminar on Maintenance of Local Roads

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

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

Total (est.) Cost: \$150.00 Advance Registration Required: \$150.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600-265

Additional Comments: _____

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

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$150.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$6,500.00</u>	
Approved Requests:	<u>\$2,909.00</u>	
Budget Available:	<u>\$3,591.00</u>	
Current Requests:	<u>\$150.00</u>	
Budget Balance:	<u>\$3,441.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/21/2014

cc: Finance Director / Buyer

15-10

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

MAR 10 2014

Date: February 25, 2014
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Sacramento, CA
Departure Date: August 23, 2014 Return Date: August 28, 2014
Conference Leave (Days / Hours): 4 days
Purpose of Travel: 80th Annual International Conference of Assessment Administration

Traveler (s) Name: 1. Debbie Richardson 4. _____
2. Dona Wright 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$4,560.00 Advance Registration Required: \$1,000.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Debbie - hotel - \$845.00 Dona - hotel - \$845.00
Regis - \$500.00/Taxi-shuttle \$100 Regis - \$500.00/Taxi-shuttle-\$100
Airfare - \$500.00 /Per Diem - \$335.00 Airfare- \$500.00/Per Diem - \$335.00

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

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$4,560.00 and advance registration of \$1,000.00 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: \$3,287.35
Budget Available: \$26,712.65
Current Requests: \$4,560.00
Budget Balance: \$22,152.65

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/25/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Agenda

MAR 10 2014

Date: February 13, 2014
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: May 1, 2014 Return Date: May 1, 2014
Conference Leave (Days / Hours): 4 hours
Purpose of Travel: to attend the 2014 Maxwell Employment Expo

Traveler (s) Name: 1. Shenita Mitchell 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$100.00
Department Name: Personnel Fund Name: Merit System
Additional Comments: Registration - \$100.00

To: Carmen Douglas, Director
From: Donald L. Mims, Administrator
The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$100.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>123-51961-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$275.00</u>	
Budget Available:	<u>\$14,725.00</u>	
Current Requests:	<u>\$100.00</u>	
Budget Balance:	<u>\$14,625.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/21/2014
cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

MAR 10 2014

Date: February 13, 2014
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: March 27, 2014 Return Date: March 27, 2014
Conference Leave (Days / Hours): 4 hours
Purpose of Travel: to attend Troy University Career Fair

Traveler (s) Name: 1. Shenita Mitchell 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00
Department Name: Personnel Fund Name: Merit System

Additional Comments: _____

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

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>123-51961-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$275.00</u>
Budget Available:	<u>\$14,725.00</u>
Current Requests:	<u>\$100.00</u>
Budget Balance:	<u>\$14,625.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/21/2014

cc: Finance Director / Buyer

15-13

Revised October 13, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

MAR 10 2014

Date: February 14, 2014
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: April 23, 2014 Return Date: April 23, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Administrative Professionals Seminar at AUM

Traveler (s) Name: 1. Lori Knight 4. _____
2. Jessalyn Peck 5. _____
3. Nina Nolan 6. _____

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

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

Department Name: Personnel Fund Name: Merit System

Additional Comments: _____

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

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>123-51961-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$275.00</u>
Budget Available:	<u>\$14,725.00</u>
Current Requests:	<u>\$100.00</u>
Budget Balance:	<u>\$14,625.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/21/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

MAR 10 2014

Date: February 26, 2014
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Denver, CO
Departure Date: July 20, 2014 Return Date: July 24, 2014
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: to attend the 2014 IPAC Conference

Traveler (s) Name: 1. Mark Willis 4. Kaila Matney
2. Robbie Estes 5.
3. Shenita Mitchell 6.

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

Total (est.) Cost: \$7,500.00 Advance Registration Required: \$1,400.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Hotel: \$680.00/person; Registration: \$350/person; Food: \$375.00/person;
Taxi: \$20.00/person; Tips: \$20.00/person; Extended Airport Parking: \$40.00
Airfare: \$420.00/person

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

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$7,500.00 and advance registration of \$1,400.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>123-51961-265 (ex: 000-00000-000)</u>
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$275.00</u>
Budget Available:	<u>\$14,725.00</u>
Current Requests:	<u>\$7,600.00</u>
Budget Balance:	<u>\$7,125.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/4/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 22

Agenda

MAR 10 2014

Date: February 24, 2014
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: April 25, 2014 Return Date: April 26, 2014
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Speakers at Association of Forensic Nurses Conference

Traveler (s) Name: 1. Seth Gowan 4. _____
2. Carrie Gray 5. _____
3. Steve Searcey 6. _____

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

Total (est.) Cost: \$450.00 Advance Registration Required: \$0.00

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: _____

To: Daryl D. Bailey
From: Donald L. Mims, Administrator

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$450.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$48,000.00</u>
Approved Requests:	<u>\$4,065.00</u>
Budget Available:	<u>\$43,935.00</u>
Current Requests:	<u>\$450.00</u>
Budget Balance:	<u>\$43,485.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/5/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 23

Agenda

MAR 10 2014

Date: February 24, 2014
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: San Diego, CA
Departure Date: March 30, 2014 Return Date: April 4, 2014
Conference Leave (Days / Hours): 6 Days
Purpose of Travel: Attend: National Family Justice Conference

Traveler (s) Name: 1. Steve Searcy 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: No Cost To District Attorney Office; Expenses paid through other agencies

To: Daryl D. Bailey
From: Donald L. Mims, Administrator

The above request is 3/10/2014 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$48,000.00</u>
Approved Requests:	<u>\$4,065.00</u>
Budget Available:	<u>\$43,935.00</u>
Current Requests:	<u>\$450.00</u>
Budget Balance:	<u>\$43,485.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/5/2014

cc: Finance Director / Buyer

15-17

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 24

Agenda

MAR 10 2014

Date: March 4, 2014
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Huntsville, AL
Departure Date: March 24, 2014 Return Date: March 27, 2014
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: Attend: National Child Advocacy Center Symposium

Traveler (s) Name: 1. Seth Gowan 4. _____
2. Suzanah Moorer 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,300.00 Advance Registration Required: \$0.00

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: Additional expenses will be covered by another agency

To: Daryl D. Bailey
From: Donald L. Mims, Administrator

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$1,300.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$48,000.00</u>
Approved Requests:	<u>\$4,065.00</u>
Budget Available:	<u>\$43,935.00</u>
Current Requests:	<u>\$1,750.00</u>
Budget Balance:	<u>\$42,185.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/5/2014

cc: Finance Director / Buyer

15-18

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 25

Agenda

MAR 10 2014

Date: March 4, 2014
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: San Diego, California
Departure Date: April 1, 2014 Return Date: April 5, 2014
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Attend: 14th Annual Family Justice Center Conference

Traveler (s) Name: 1. Seth Gowan 4. _____
2. Carrie Gray 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$3,260.00 Advance Registration Required: \$700.00

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: _____

To: Daryl D. Bailey
From: Donald L. Mims, Administrator

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$3,260.00 and advance registration of \$700.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$48,000.00</u>
Approved Requests:	<u>\$4,065.00</u>
Budget Available:	<u>\$43,935.00</u>
Current Requests:	<u>\$5,010.00</u>
Budget Balance:	<u>\$38,925.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/5/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 26

Agenda

MAR 10 2014

Date: March 5, 2014
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: March 14, 2014 Return Date: March 14, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Speakers at UA Law Public Interest Career Fair

Traveler (s) Name: 1. James Eubank 4. Carrie Gray
2. Seth Gowan 5. _____
3. Kenney Gibbs 6. _____

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

Total (est.) Cost: \$225.00 Advance Registration Required: \$0.00
Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: _____

To: Daryl D. Bailey
From: Donald L. Mims, Administrator

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$225.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$48,000.00</u>
Approved Requests:	<u>\$4,065.00</u>
Budget Available:	<u>\$43,935.00</u>
Current Requests:	<u>\$5,235.00</u>
Budget Balance:	<u>\$38,700.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/5/2014

cc: Finance Director / Buyer

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Revised October 12, 2006

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 27

Agenda

MAR 10 2014

Date: March 5, 2014
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: San Diego, CA
Departure Date: April 1, 2014 Return Date: April 5, 2014
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Attend: 14th Annual Family Justice Center Conference

Traveler (s) Name: 1. Billy Caulfield 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,840.00 Advance Registration Required: \$350.00

Department Name: District Attorney Fund Name: 125-52800-265

Additional Comments: All Expenses Paid Through OVW Federal Grant

To: Daryl D. Bailey
From: Donald L. Mims, Administrator

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$1,840.00 and advance registration of \$350.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>125-52800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,000.00</u>	
Approved Requests:	<u>\$286.50</u>	
Budget Available:	<u>\$9,713.50</u>	
Current Requests:	<u>\$1,840.00</u>	
Budget Balance:	<u>\$7,873.50</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/5/2014

cc: Finance Director / Buyer

15-21

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Agenda

MAR 10 2014

Date: February 20, 2014
To: Donald L. Mims, Administrator
From: Judge Steven L. Reed
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, Alabama

Departure Date: April 16, 2014 Return Date: April 17, 2014

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: to attend Probate Judges Training Conference

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

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

Total (est.) Cost: \$1,200.00 Advance Registration Required: _____

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. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$1,200.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>783-51350.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$1,215.04</u>
Budget Available:	<u>\$1,784.96</u>
Current Requests:	<u>\$1,200.00</u>
Budget Balance:	<u>\$584.96</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/24/2014

cc: Finance Director / Buyer

15-22

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COMMISSION

MONTGOMERY 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

March 4, 2014

To: Donald Mims

From: Tonya Mitchell

Re: Certification in County Administration Training Programs

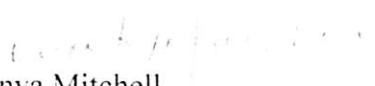
I am requesting permission to attend classes to earn the Certificate in County Administration. These classes are offered to employees through the Association of County Commissions of Alabama. Registration for each training class is \$ 175.00.

Listed below are the classes that I would like to participate:

1. Personnel Administration.
2. General Management
3. Ethics for Public Official and Employees
4. Overview of County Government
5. Finance and Revenue (when offered)

I would like begin attending the next class being offered March 19-20, 2014. Thank you for your consideration.

Thank you,


Tonya Mitchell

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	County Commission	REVIEWED:	S. Thomas	3/5/2014
DATE:	3/5/2014	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Registration and Travel	001-51100.265	22,500	700	23,200
Contract Services	001-59310.304	97,500	-700	96,800
TOTAL		120,000	0	120,000

JUSTIFICATION:

To increase the County Commission travel budget to cover the cost of classes for a Certificate in County Administration for Tonya Mitchell.

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Date: March 5, 2014
To: Donald L. Mims, Administrator
From: Tonya L. Mitchell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, Al
Departure Date: March 19, 2014 Return Date: March 20, 2014
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend Personnel Administration
Marriot Legends in Prattville, Al

Traveler (s) Name: 1. Tonya L. Mitchell 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$201.88 Advance Registration Required: \$175.00

Department Name: Administration Fund Name: General

Additional Comments: Registration - \$175.00; Mileage - \$26.88

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

The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$201.88 and advance registration of \$175.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$22,500.00</u>
Approved Requests:	<u>\$7,734.37</u>
Budget Available:	<u>\$14,765.63</u>
Current Requests:	<u>\$376.88</u>
Budget Balance:	<u>\$14,388.75</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 3/5/2014
cc: Finance Director / Buyer


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67 Counties, *One Voice*

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Certificate in county administration

Earning the Certificate in County Administration

All participants seeking the Certificate in County Administration must attend all 12 hours of each course, plus receive a satisfactory grade on the class exam to receive credit for the course. Classes may be taken in any order.

Basic-Level Classes

All participants must complete each of the four Basic-Level courses (48 hours) available to all participants in the County Government Education Institute.

Certification-Level Classes

Participants must also complete one elective course for a total of five 12-hour classes (60 total hours). Electives may include:

- Communication and Media Relations
- Legislative and Governmental Relations
- Conflict Management
- General Management and Supervision
- General Accounting, Financial Management and Planning
- Managing Employee Conflict

CGEI course schedule

There are no continuing education requirements for persons receiving the Certificate in County Administration. However, these persons are strongly encouraged to continue attending conferences and training courses for updated information. CGEI will maintain a record of the continuing education efforts of persons with the Certificate in County Administration designation.

CATEGORY NAVIGATION

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[Certified county administrator](#)

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67 Counties, One Voice

Basic-level certificate

The Basic-Level Training Program consists of four classes designed to provide county personnel with a solid overview of county government.

The Basic-Level courses are required for personnel participating in one of the certification programs, but these classes are also available to employees working in other areas of county government. Personnel in county emergency management departments and county revenue offices are encouraged to participate in the Basic-Level Program. Additionally, this program is open to staff in the sheriff's office, probate office, and tax offices.

Each class includes 12 hours of instruction conducted at a day-and-a-half training session. Personnel may take any or all of the four classes, and a Certificate of Completion will be awarded to all who satisfactorily complete all four classes.

The courses are:

Overview of County Government — This class provides a general overview of the workings of county government. Topics include the role of the county commission, the functions of county commission offices and departments, interplay with other county offices, and the many constitutional and statutory provisions that govern how county government works.

Ethics of County Officials and Employees — It is imperative that all county employees develop a good understanding of Alabama's Ethics Law and its impact on both employees and public officials serving in county government. This course will provide county employees with a sound practical understanding of the concept of ethics and a thorough foundation on Alabama's Ethics Law and other constitutional and statutory provisions affecting the actions of county officials and employees both on and off the job.

Personnel Administration — This course is designed to provide agency heads and staff with an understanding of federal and state employment laws, along with some best practices training on hiring and firing, leave policies, and other personnel issues important to the proper and effective administration of county offices.

Finance and Revenue — The county commission is responsible for the financial well-being of the county, and all county employees benefit from an understanding of county revenue and budgetary matters. This course explains the development and management of the county general fund budget, outlines county revenue sources including the collection and distribution of those revenues, and provides an overview of financial management and auditing requirements.

CCCI course schedule

Search

14 Aug 14

CATEGORY NAVIGATION

CCCI schedule

Basic-level certificate

County administration

County engineering

Emergency communication

CCRO

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MAR 10 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 5

DEPARTMENT: JUDGE OF PROBATE REVIEWED: S. Thomas 2/20/2014
Finance Director
REQUESTED BY: JUDGE STEVEN L. REED APPROVED: _____
Elected Official/Dept. Head Date Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
SUPPLIES	001-51300-211	82,000	(22,001)	59,999
GAS	001-51300-245	565	(565)	0
POSTAGE	001-51300-252	116,546	20,000	136,546
DUES	001-51300-303	834	566	1,400
CONTRACT SERVICES	001-51300-304	7,945	2,000	9,945
TOTAL		207,890	0	207,890.

JUSTIFICATION:

To realign budget categories to cover postage, annual dues, and contract services.

Certified Mailing Solutions, Inc Contract Service Agreement

Page 1:

THIS AGREEMENT (this "Agreement") for Automated Mail Service is executed on the date below by and between Certified Mailing Solutions, Inc, 180 Chandalar Place Dr, Pelham, AL 35124 (hereinafter "CMSI") and Montgomery County Commission, 101 South Lawrence Street, Montgomery, AL 36104 (hereinafter "CLIENT").

Term. This Agreement shall begin on acceptance of this agreement and shall be for a period of One(1) Year. Termination can be enforced if CMSI or CLIENT fails to comply with this contract. A written notice 30 days prior to the termination date must be presented. The agreement is subject to change if agreed upon in writing by both parties.

Service. No warrantee is provided to the CLIENT for any CMSI software or CMSI Automated Mail Services. The CLIENT shall accept all responsibility for transmitting to CMSI data letter files for mail service printing and processing. Each letter file will be processed automated for error-free processing and address pre-sorting. Rates represent CMSI's total-price-per-letter (includes postage, printing, materials, forms and special service fees including entering CLIENT's letters into the United States Postal Service mail stream). All data received after 12:00 Noon EST will be processed and will enter the U.S. Postal Service mail stream the next business day. No minimum numbers of letters are required. CMSI shall provide at no additional charge, ETC-Electronic Tracking and Confirmation™ and ERR - Electronic Return Receipt™ internet based system. These systems track and report CLIENT's mailing. The system will allow CLIENT to print USPS mailing manifest, ETC, ERR and other reports Data and tracking activities are authored by the United States Postal Service (USPS) and displayed through CMSI software. CMSI's ETC and ERR data is updated each business day from data collected by the U.S. Postal Service and will be made available within the CMSI systems. Various reports may be printed or downloaded and printed for each mailing.

Price. CMSI will process and mail all of CLIENT's mail for a per piece rate equal to the postal rate for the item plus the automated service charges that equal the total sales price as published in the CMSI Rate Card attached. Our service includes data processing, finishing, printing, folding and entry into the USPS mailstream. In addition you receive use of our on-line software and 7 year archive service for each article mailed. Cost for this 2014 service is \$6.14 per unit (\$.49 1st class postage, \$3.30 USPS Certified Mail Fee, \$1.35 USPS Signature and CMSI service fee \$1.00). USPS prices are subject to change with 30 days advance notice, however Client service charges agreed in this contract will not change for the term of this contract; unless agreed upon in writing by both parties.

Payment. CLIENT shall remit payment in full to CMSI for all services no later than 10:00 AM EST the same business day of transmission to CMSI of such mail to ensure same day mailing of CLIENTS Letters. Payment to CMSI shall be via Credit Card, ACH or any other cash equivalent. Please note under CMSI/CLIENT agreement: Checks or certified checks received one or more days prior to mail date are acceptable.

Use of CLIENT's Name. CLIENT hereby consents to CMSI's general publication to any third party or the general public for any and all reasons whatsoever of (a) the existence of this Agreement and (b) that CLIENT is a CLIENT of CMSI's Automated Mail Services.

Thanks for considering Future Computer Systems for your Certified Mail needs.
Pricing is as follows:

1. Certified Mail with ERR-Electronic Return Receipt®, ETC-Electronic Tracking Confirmation®, Electronic Signature, (Tri-fold mailer \$5.65) (6X9 Envelope \$5.78)
2. **Certified Mail with ERR-Electronic Return Receipt®, ETC-Electronic Tracking Confirmation®, Signature, Restricted Delivery, (Tri-fold mailer \$10.15) (6X9 Envelope \$10.28)**
3. Certified Mail with Classic "Green Card", ETC-Electronic Tracking Confirmation®, (Tri-fold mailer \$6.80)
4. Certified Mail with Classic "Green Card", ETC-Electronic Tracking Confirmation®, Signature, Restricted Delivery, (Tri-fold mailer \$11.20)

Number 2 is the service you are currently using. When you add in the cost for paper (.01), envelopes (.05), toner/printer(.01), labor (\$12.00 hr= 2.40 per piece), and trips to Post Office, we should save you over \$3000 in actual expense while providing the ERR-Electronic Return Receipt® and Electronic Signature for seven (7) years.

Please feel free to contact us with any questions you have regarding our pricing and or services.

Thanks again for your time,

Risk of Loss. CLIENT agrees that CMSI, its agents, servants, officers and affiliates shall not be liable for any loss, cost or damage arising out of any errors or practices in information or processing by the CLIENT or the United States Postal Service.

Confidentiality. CLIENT shall treat as confidential and not disclose or permit to be disclosed to any third party, any proprietary information of CMSI to include information concerning the software or process used by CMSI or the pricing and related marketing information with respect to the relationship between CMSI and CLIENT. CMSI shall hold as confidential and not disclose or permit to be disclosed to any third party all non public information provided by CLIENT to include customer or other mailing list information.

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

Entire Agreement. This instrument, with all referenced exhibits, contains the entire agreement between the parties and supersedes all other representations, proposals, understandings, correspondence and agreements, there being no representations, agreements, or understandings other than those stated herein. No course of dealing, or custom or usage of any trade that varies from or is inconsistent with the terms and conditions of this Agreement shall be binding or have any effect on the parties hereto. Any differences between this Agreement and any other agreement entered into by CMSI or CLIENT shall not be considered in any respect in interpreting or construing this Agreement.

Accepted by Client: Montgomery County Commission

Signature: _____

Title Chairman

Date: _____

Accepted by Certified Mailing Solutions, Inc.:

Signature _____

Title President

Date: _____

Attachment: Certified Mailing Solutions, Inc. Rate Sheet 2006-A, Effective Date: Accepted by Client above

Certified Mailing Solutions, Inc. - Rate Sheet

Effective: January 26, 2014

Description of Services: CMSI provides full-service printing and mailing services for USPS Certified Mail, Certificates of Mailing and First Class mail. Our Web Site offers 24/7 processing. The CMSI Intranet system includes our custom FTP or secure SSL site, with daily programming and data file conversion services at no additional charge.

Certified Mail with ERR-Electronic Return Receipt® and ETC-Electronic Tracking Confirmation®	Price
Tri-fold self mailer	\$4.79
6 x 9 Envelope	\$4.79
9 x 12 Flat Envelope	\$5.28

Certified Mail with ERR-Electronic Return Receipt®, ETC-Electronic Tracking Confirmation®, and eSignature	Price
Tri-fold self mailer	\$6.14
6 x 9 Envelope	\$6.14
9 x 12 Flat Envelope	\$6.63

Certified Mail with Classic "Green Card" and ETC-Electronic Tracking Confirmation®	Price
Tri-fold self mailer	\$7.73

Certified Mail with Classic "Green Card" and ETC-Electronic Tracking Confirmation® with Restricted Delivery	Price
Tri-fold self mailer	\$12.73

Certified Mailing Solutions, Inc. - Rate Sheet

Effective: January 26, 2014

Certificate of Mailing (Proof of Mailing) - Includes Manifest Report, Mailing Certificate and ETC-Electronic Tracking Confirmation®	Price
Tri-fold self mailer*	\$1.45
6 x 9 Envelope*	\$1.45
9 x 12 Flat Envelope*	\$1.65
*Minimum of 13 letters otherwise a \$7.80 postal surcharge per mailing.	

First Class Mail – Includes ETC-Electronic Tracking Confirmation®	Price
Tri-fold self mailer	\$1.20
6x9 Envelope	\$1.20
9 x 12 Flat Envelope	\$1.45

Additional Services from CMSI	Price
Print, Inserting & Folding (per page)	\$.03
Courtesy Reply Envelope (CRE/BRE)	\$.05
Imaging service (per image)	\$.05
Electronic Signature	\$1.35
New Document set-up or revision with proof	\$150
	Waived for Volume

Custom Intranet discounted rates are available to clients with annual contracts and mailing volumes in excess of 80,000 monthly

** Rates are based on an envelope with a document weight up to 1 oz, and up to 2 oz for 9x12 envelopes. Additional postage will be charged as necessary to meet USPS mail requirements. All rates are subject to change by any USPS Postal Service Rate Increases. Funds must be available at the time of mailing. Payments are accepted by Check, ACH, Visa, MasterCard, Wire Transfer or a CMSI postal account maintained by CMSI.

Certified Mailing Solutions, Inc.
180 Chandalar Place Drive
Birmingham, AL 35124
Phone (800) 946-3274

GRANT AGREEMENT WEATHERIZATION PROGRAM

Grant Agreement No.: **DOE-028-13**
Grant Amount: **\$98,450.00**

THIS AGREEMENT is entered into as of **September 11, 2013**, by and between the **Alabama Department of Economic and Community Affairs, Energy Division**, hereinafter, called the "**Department**," and the **MONTGOMERY COUNTY COMMISSION**, hereinafter, referred to as the "**Subgrantee**." The Agreement consists of five typewritten pages and three attachments, as set forth and described below:

1. PURPOSE:

The purpose of this Agreement is to assist the Department with its implementation of the Weatherization Assistance Program. The Subgrantee agrees to provide home weatherization assistance to qualified low-income persons in accordance with Department and Federal Regulations and Guidelines.

2. FUNDING:

It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subgrantee under this Agreement exceed **\$98,450.00** for full and complete satisfactory performance. Any additional costs shall be borne by the Subgrantee. A budget itemizing allowable expenditures is attached and hereby made a part of this Agreement.

3. DURATION:

The Subgrantee shall commence performance of this Agreement on **September 11, 2013**, and shall complete performance to the satisfaction of the Department not later than **March 31, 2014**.

4. CONTINGENCY CLAUSE:

It is expressly understood and mutually agreed that any Department commitment of funds, herein, shall be contingent upon the receipt and availability by the Department of funds under the program for which this Agreement is made.

5. AMENDMENTS:

The Department or Subgrantee may request Amendments or Modifications to various portions of this Agreement. Such changes must be made in writing and approved by all signatory authorities prior to implementation.

6. REPORTING:

The Subgrantee shall submit to the Department periodic reports on programmatic and fiscal operations. These reports shall be submitted in the form and manner determined by the Department. The reports are described in Attachment "C" and directives from the Program Manager for which this Agreement is made. It is expressly agreed that full compliance with programmatic, fiscal, and reporting requirements is a condition for the continuation of funds under this Agreement. Failure to submit such reports in a timely manner could result in the termination or suspension of funds (see paragraph 13).

7. AUDITS:

The Subgrantee agrees to comply with audit requirements contained in the ADECA Audit Policy and any amendments thereto. All applicable provisions of the Department's Audit Policy document are made a part of this Agreement to include any Amendments.

Pursuant to Act 94-414, please forward a copy of every audit report issued as a result of this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts; P.O. Box 302251; Montgomery, AL 36130-2251; Attn: Audit Report Repository.

8. AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS:

The Department shall not enter into a contract, agreement, grant, etc., with any individual, agency, company, governmental entity, etc., who has an unresolved audit exception or unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. The Department shall not enter into a contract, agreement, grant, etc., with any individual, agency, company, governmental entity, etc., who owes money to any division of the Department or to the Federal Government under any program administered by any division of the Department that has not arranged a repayment schedule.

9. COMPLIANCE WITH LOCAL LAWS:

The Subgrantee shall comply with applicable laws, ordinances, and codes of the State and local government.

10. COVENANT AGAINST CONTINGENT FEES:

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

11. DISCLAIMER:

- A. The Department specifically denies liability for any claim arising out of any act or omission, by any person or agency receiving funds from the Department, whether by contract, grant, loan, or by any other means.
- B. No Subgrantee, Subcontractor, or Agency performing services under any agreement, contract, grant, or any other understanding, oral or written, other than an actual employee of the Department shall be considered an agent or employee of the State of Alabama or the Department or any Division thereof. The State of Alabama, the Department and their agents and employees assume no liability to any Subgrantee, Subcontractor, or Agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subgrantee, Subcontractor, or Agency or any other person.

12. NOT TO CONSTITUTE A DEBT OF THE STATE:

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama 1901, as amended, by Amendment No. 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of the Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

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

13. TERMINATION OR SUSPENSION:

See Attachment "C", Section III, Termination or Suspension, for conditions governing termination or suspension of this Agreement.

14. POLITICAL ACTIVITY:

The Subgrantee will comply with the Hatch Act (5 U.S.C. §1501, *et seq.*) regarding political activity by public employees or those paid with Federal Funds. None of the funds, materials, property, or services contributed by the Subgrantee or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

15. NONDISCRIMINATION:

The Subgrantee shall be and is prohibited from discriminating on the basis of race, color, religion, sex, age, national origin, or disability.

16. CONFLICT OF INTEREST:

The Subgrantee, by his signature, certifies that to the best of his knowledge and belief, no conflict of interest(s) existed or now exist which have, may have, or have had an effect on the Grant or Contract Award. Conflict is defined in OMB Circular A-102 (Revised Common Rule), and in OMB Circular A-110.

17. ACCESS TO RECORDS:

The head of the Federal Grantor Agency, the Comptroller General of the United States, the Director of the Department, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the Subgrantee and its Subgrantees/Subcontractors to make audits, financial reviews, examinations, excerpts, and transcripts. These records shall be kept for a period of at least three years from the receipt of final payment, or longer if cited in Operations Manual for Weatherization Programs with the exception of the following qualification:

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

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

18. TOBACCO SMOKE:

Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

19. DEBARMENT AND SUSPENSION:

The Subgrantee is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal assistance programs (Executive Order 12549).

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

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

20. OPEN MEETINGS ACT:

Subgrantee agrees to adhere to all of the requirements of Act No. 2005-40 (Alabama Open Meetings Act).

21. ATTACHMENTS:

The parties agree that the following described attachments, appended hereto and made a part of this Agreement, shall be considered as binding as any other provisions of this Agreement. These attachments are as follows:

ATTACHMENT	DATE	NUMBER OF PAGES
A: Work to be Performed	September 11, 2013	1
B: Budget Sheet	September 11, 2013	1
C: Special Terms and Conditions	September 11, 2013	8

22. The Subgrantee shall be responsible for complying with any and all State laws which shall be applicable under the terms and provisions of this Agreement including but not limited to the Alabama Competitive Bid Law, any State permitting requirements, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535).

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

23. **TRANSPARENCY ACT REQUIREMENTS:** Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

24. **DRUG-FREE WORKPLACE REQUIREMENTS:**

In accordance with provisions of Title V, Subtitle D of Public Law 100-690 (41 USC 701 et. seq.), the "Drug-Free Workplace Act of 1988," all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment. (See 2 CFR Part 382)

25. **RELIGIOUS ACTIVITY PROHIBITIONS:**

Direct Federal grants, sub-awards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship,

or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR 87)

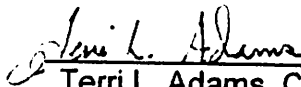
26. HUMAN TRAFFICKING PROVISIONS:

These awards are subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

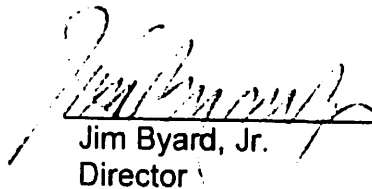
IN WITNESS WHEREOF, THE DEPARTMENT AND THE SUBGRANTEE HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW.

**Alabama Department of Economic and
Community Affairs**
Department

MONTGOMERY COUNTY COMMISSION
Subgrantee

 January 31, 2014
Terri L. Adams, Chief Date
Energy Division

Authorized Official for Subgrantee Date

 February 6, 2014
Jim Byard, Jr. Date
Director

Subgrantee Witness Date

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

Approved as to Form by Legal:


Claudia Kennedy Smith
General Counsel

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT NO. DOE-028-13

ATTACHMENT A

WORK TO BE PERFORMED

September 11, 2013

1. The Subgrantee shall weatherize a minimum of 10 dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subgrantee shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

COUNTY

NUMBER OF UNITS

MONTGOMERY	10

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

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT AGREEMENT: DOE-028-13

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE/ INCREASE	TOTAL
ADMINISTRATIVE	\$5,448.00		\$5,448.00
PROGRAM OPERATIONS	\$61,002.00		\$61,002.00
HEALTH AND SAFETY	\$20,000.00		\$20,000.00
AGENCY LIABILITY INSURANCE	\$0.00		\$0.00
TRAINING & TECHNICAL ASSISTANCE	\$5,000.00		\$5,000.00
FINANCIAL AUDIT	\$7,000.00		\$7,000.00

GRAND TOTAL: \$98,450.00

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

GRANTEE LEGAL

NAME:

MONTGOMERY COUNTY COMMISSION

AGREEMENT NO. DOE 028-13

Signature: _____

FEIN NO. 63-6001653

Typed Name: _____

DUNS NO. 099839086

Title: _____

Signature: _____

Typed Name: _____

Title: _____

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

Board Chairperson (name and signature)

Commissioner Elton N. Dean, Sr.

OFFICIAL SEAL

(if available)

Street Address

P.O. Box 1667

Montgomery, Alabama 36102-1667

Date February 20, 2014

MAILING ADDRESS:

Montgomery County Commission

P.O. Box 1667

Montgomery, Alabama 36102-1667

**LOCATION OF ENTITY RECEIVING
AWARD:**

CARPDC

430 S. Court St.

Montgomery, Alabama 36104

Phone No. 334-262-4300

TO: ANY JUDGE

RE: GRANT NO. DOE-028-13

Montgomery County Commission, hereby specifically, intentionally, and unconditionally agrees and affirms that the terms and commitments contained in the documents pertaining to this grant/contract shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended. It is further agreed that if any provision of this grant/contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this grant/contract, be enacted, then that conflicting provision in the grant/contract shall be deemed null and void. The grantee's/contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

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

Authorized Official of **Montgomery County Commission**

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

1. Grantee Name & Address: Montgomery County Sheriff's Department 115 S. Perry St. Montgomery, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2012	4. Amount of: Federal: \$32,297.00 Total: \$32,297.00	5. Effective Dates Begin: 2/10/2014 End: 4/16/2014	6. Grant Number: 2AMS

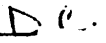
MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub-grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2012 is herein referred to as the Agreement Fiscal Year.

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 

**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:

**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.

**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.

**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. **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.

**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

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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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 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.

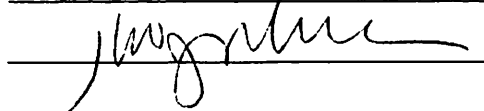
a. **Organizational Overtime:** Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with 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.

35. **Special Instructions:** This grant is for the purchase of protective gear for the Montgomery Police Department. Regarding the use of the equipment purchased with this grant, the Montgomery Police Department agrees that in the case of civil disturbance the State may request assistance from the Region 4 LE Team to respond with this equipment and necessary personnel.

Montgomery Police Department Chief: KEVIN J. MURPHY (print)

 (sign)

Initial Here 

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 S. 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: 2/25/14

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:

Spencer Collier

Date:

2/26/2014

Initial Here D.C.

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 (SCMD) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

**3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO 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.

ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

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

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

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire 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:

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

1. Grantee Name & Address: Montgomery County Sheriff's Department 115 S. Perry St. Montgomery, AL 36104-4243		2. Issuing Office & Address: Alabama Department of Homeland Security P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2012	4. Amount of: Federal: \$21,800.00 Total: \$21,800.00	5. Effective Dates Begin: 2/10/2014 End: 4/16/2014	6. Grant Number: 2FSL

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 2012 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
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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:

**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.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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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.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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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.

**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

**COOPERATIVE GRANT AGREEMENT
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- 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 Guerrero 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 the purchase fingerprint scanner hardware/software to assist with info sharing between several LE agencies.

Initial Here D.O.
2019

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 S. Perry St. Monty. 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: [Signature] Date: 2/25/14

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: 2/26/2014

Initial Here [Signature]
 20-20

**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 (SCMD) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

**3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO 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.

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:

MAR 10 2014

MONTGOMERY COUNTY COMMISSION
PURCHASING OFFICE
P.O. BOX 1667
MONTGOMERY, AL 36102

AMENDMENT
TO
CONTRACT NO. 51901-10B-034

AMENDMENT NO. 3

DATE: February 13, 2014

CONTRACT NO. 51901-10B-034, FULL PREVENTIVE MAINTENANCE ON ALL HEATING, VENTILATION, AIR CONDITIONING AND CONTROLS FOR THE NEW MONTGOMERY COUNTY DETENTION FACILITY, IS HEREBY AMENDED AS FOLLOWS:

-CONTRACT PERIOD IS EXTENDED FOR AND ADDITIONAL NINETY (90) DAYS, BEGINNING MARCH 1, 2014 AND ENDING MAY 31, 2014.

-THE QUARTELY PRICING OF \$9,965.00, SPECIFICATIONS AND SPECIAL PROVISIONS SHALL REMAIN THE SAME.

WITNESS:

JOHNSON CONTROLS, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY
COMMISSION

BY: _____

TITLE: _____

Tammy Nix

From: Tammy Turner
Sent: Thursday, February 13, 2014 3:05 PM
To: Donald Mims
Cc: Tammy Nix
Subject: Contract Extension for Preventive Maintenance at the Detention Facility
Attachments: Document1.docx

Donnie,

Attached is Amendment 3 for a 90 day extension on the Preventive Maintenance at the Detention Facility. The contract expires on February 28, 2014. This will give us time to put a bid out. If there are no changes let me know and I will bring original copy over.

Thanks

Tammy Turner

VENUE LICENSE AGREEMENT

This license agreement ("Agreement") is entered into as of February 11, 2014 by and between Garrett Coliseum Redevelopment Corporation ("Licensor"), whose business address is P.O. Box 3254, 1555 Federal Drive, Montgomery, AL 36109 and Montgomery County Commission ("MCC"), whose business address is P.O. Box 1667, Montgomery, AL 36102. For and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Purpose and Term. Licensor hereby grants to MCC the privilege and license to use the facility known as Garrett Coliseum located in Montgomery, Alabama (the "Venue") for the purpose of holding a live entertainment event featuring a Fire Fighter Appreciation Day (the "Event") on April 19, 2013 (to include load-in and load-out).

2. License Fee. As compensation for the grant of the license herein and for the use of the Venue as provided herein, MCC agrees to pay to Licensor a license fee in the amount of One Thousand Eight Hundred and No/100, (\$1,800.00).

3. Use of Venue. Licensor shall provide the Venue to MCC operational and fully-staffed (including, without limitation and as applicable, a reasonable amount of well-trained, professional and licensed security personnel, certified bar staff, door staff, and merchandise sellers). MCC shall assume the expense associated with any personnel provided by Licensor over and above the Licensor's basic operational staff. Licensor will be solely responsible for all day-to-day maintenance, repair and upkeep of the Venue and all applicable building systems servicing same (e.g. electric, plumbing, fire safety and suppression) and any and all necessary capital repairs and replacements to keep the Venue safe and in compliance with applicable laws, regulations, codes and ordinances. Nothing contained herein shall be construed as creating a lease between MCC and Licensor. Licensee shall not be responsible for any damages alleged to have been caused to the Venue by the Event unless Licensee is given notice of and an opportunity to inspect such damages within 48 hours of the Event. In no event shall Licensee be responsible for any pre-existing conditions or damages caused by Licensor or its employees, agents or contractors.

4. Event Revenues.

(a) Except as otherwise provided herein, MCC will retain one hundred percent (100%) of all Event-related revenues. Sale of merchandise shall be in accordance with merchandise rates agreed upon with the performing artist(s). All ticket sales arrangements shall be subject to the approval of MCC.

(b) Unless otherwise agreed by the parties, Licensor shall retain the exclusive right to sell all food and beverages and retain one hundred percent (100%) of the profits therefrom. MCC is responsible for any and all taxes (10%) on merchandise sold.

(c) If the Licensor is holding box office revenues and receipts relating to the Event, such box office revenues and receipts shall be held by Licensor in trust for the benefit of MCC pending the cash settlement described in the Agreement. Upon the completion of the cash settlement, all remaining revenues and receipts due to MCC shall be paid to MCC consistent with the terms of this Agreement and be released from trust only upon such payment. Licensor agrees that should it become a debtor or debtor-in-possession in any bankruptcy proceeding, then the revenues and receipts due MCC shall not become property of the estate, and further agrees that Licensor shall hold only legal title to such funds and no equitable interest therein, until the revenues and receipts due to MCC are actually paid to MCC by Licensor. Consistent with the terms of the Agreement, Licensor expressly agrees that all such funds will be held in trust pending payment to MCC regardless of the name or title of any account in which the funds are located, or the identity of the account holder. In the event that MCC shall declare in writing to Licensor its insecurity with regard to receiving payment in accordance with the settlement provisions of the Agreement, and shall fail to receive, within five days of such written declaration of insecurity, sent in accordance with this Agreement, adequate assurance of future performance by Licensor, then MCC shall be permitted to terminate the

Agreement immediately upon written notice to Licensor, in addition to any other rights or remedies available to MCC.

(d) MCC shall have the exclusive right to enter into sponsorship relationships related to the Event, for which MCC shall retain all proceeds. Furthermore, MCC shall have the right to include such sponsors in any advertising in connection with the Event, including but not limited to, posting temporary signage at the Venue. Licensor shall not enter into any sponsorship relationships in any way related to the Event without the prior written approval of MCC.

5. Licensor's Representations, Warranties & Covenants.

(a) Licensor hereby represents and warrants to MCC that Licensor owns and/or operates the Venue and has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby. Licensor agrees that this Agreement is a valid obligation of Licensor and is binding upon Licensor in accordance with the terms hereof. Adequate, secured parking will be provided by Licensor at the Venue, free of charge, to a mutually agreed upon number of MCC's working personnel and the performing artist(s).

(b) Governmental Licenses. Owner shall maintain or cause to be maintained, all licenses, permits, consents, approvals, authorizations, qualifications and orders of governmental authorities required for the ownership, use or operation of the Venue.

(c) Compliance. Owner has operated and maintained, and shall continue to operate and maintain, the Venue so as to comply with all applicable laws, ordinances, codes, regulations and restrictions, including, without limitation, the Americans with Disabilities Act and Venue maximum occupancy limits.

6. MCC's Representations, Warranties & Covenants.

(a) Authority. MCC hereby represents and warrants that it has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby and that this Agreement is a valid obligation of and is binding upon MCC. MCC warrants the respective undersigned's authority to execute this Agreement on MCC's behalf.

(b) Compliance. MCC shall comply with all laws, ordinances, codes, regulations or restrictions, rights applicable to its activities contemplated in this Agreement.

7. INDEMNIFICATION.

MCC SHALL INDEMNIFY, DEFEND AND HOLD LICENSOR AND ITS AFFILIATED ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, LIABILITIES, JUDGMENTS, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ASSERTED AGAINST LICENSOR AND ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACT OR OMISSION OF MCC IN CONNECTION WITH THE EVENT OR MCC'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGE. THE PARTIES AGREE, HOWEVER, THAT MCC SHALL NOT BE OBLIGATED TO DEFEND OR INDEMNIFY LICENSOR FOR ANY CLAIMS, DEMANDS, SUITS, LIABILITIES, EXPENSES, ETC. THAT ARISE OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR CONTRACTORS, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, LICENSOR'S USE OR MAINTENANCE OF THE VENUE.

LICENSOR SHALL INDEMNIFY, DEFEND AND HOLD MCC, AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES AND AFFILIATED ENTITIES, AND EACH OF THEIR RESPECTIVE

OFFICERS, DIRECTORS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "MCC PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, LIABILITY, JUDGMENTS, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ASSERTED AGAINST ANY OF THE MCC PARTIES AND ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OF LICENSOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR CONTRACTORS IN CONNECTION WITH THE EVENT OR LICENSOR'S PERFORMANCE OF ITS OBLIGATIONS IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGE. THE PARTIES AGREE, HOWEVER, THAT LICENSOR SHALL NOT BE OBLIGATED TO DEFEND OR INDEMNIFY THE MCC PARTIES FOR ANY CLAIMS, DEMANDS, SUITS, LIABILITIES, EXPENSES, ETC. THAT ARISE OUT OF A MCC PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. LICENSOR WILL BE SOLELY RESPONSIBLE FOR AND WILL INDEMNIFY, DEFEND AND HOLD THE MCC PARTIES HARMLESS FROM AND AGAINST ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY STRUCTURAL OR PREMISES-RELATED DEFECTS OF THE VENUE OR LICENSOR'S MAINTENANCE AND USE THEREOF.

EACH PARTY SHALL PROMPTLY PROVIDE THE OTHER PARTY WITH PROMPT NOTICE OF ANY CLAIM OR LAWSUIT FOR WHICH IT ASSERTS RIGHTS UNDER THE FOREGOING DEFENSE AND INDEMNITY OBLIGATIONS.

8. Insurance Requirements. Each party shall maintain and pay all premium costs and deductibles, if any, for the following insurance coverages in amounts not less than specified throughout the duration of the Event, to include load-in and load-out:

(a) Statutory Workers' Compensation including Employer's Liability Insurance, subject to limits of not less than \$1,000,000, affording coverage under the Workers Compensation laws of the applicable state(s) for all of its respective personnel. Each party hereto will cause, if allowed by law, its workers' compensation carrier to waive insurer's right of subrogation with respect to the other party hereto, its partners and their affiliated companies.

(b) Commercial General Liability Insurance for limits of not less than \$1,000,000 per occurrence Bodily Injury and Property Damage combined; \$1,000,000 per occurrence Personal and Advertising Injury; \$2,000,000 aggregate Products and Completed Operations Liability; \$100,000 Fire Legal Liability, and \$2,000,000 general aggregate limit per event. The policy shall be written on an occurrence basis.

(c) Umbrella Liability Insurance at not less than \$4,000,000 limit providing excess coverage over all limits and coverages noted in paragraphs b and c above. This policy shall be written on an occurrence basis.

(d) Licensor (or its designated concessionaire) shall obtain and maintain Liquor Legal Liability Insurance with a limit of not less than \$1,000,000.

MCC shall list on its policies described in subsections (b) and (c) above the Licensor and its affiliates as "Additional Insureds" with respect to the liabilities assumed herein by MCC. Licensor (or its designated concessionaire, as applicable) shall list on its policies described in subsections (b-d) above MCC, and their respective parents, partners and affiliated entities, and their respective officers, directors and employees as Additional Insureds with respect to the liabilities assumed herein by Licensor. Each party hereto will deliver to the other satisfactory evidence of the aforescribed insurance coverages on a certificate form. All required insurance will be placed with carriers authorized to do business in the state in which the venue is located and have a rating in the most current edition of A.M. Best's Property Casualty Key Rating Guide that is reasonably acceptable to the other party. Notice of cancellation of any such policies shall be provided in accordance with policy provisions.

9. Miscellaneous.

(a) Third Party Beneficiaries. This Agreement does not confer any rights or benefits upon any persons or entities other than Licensor and MCC and their permitted, respective successors and assigns. There are no third party beneficiaries.

(b) Relationship of the Parties. The parties are acting herein as independent contractors. Except as specifically authorized herein, nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party will have the authority to bind the other in any respect. Each party agrees that it will be solely responsible for the payment of all wages, federal, state and local income taxes, as well as all workers' compensation insurance requirements for all personnel it supplies pursuant to this Agreement.

(c) Entire Agreement and Modification. The Agreement and any attached Exhibits contain the entire agreement between the parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Agreement may not be amended, revised, or terminated orally but only by a written instrument executed by the party against which enforcement of the amendment, revision, or termination is asserted.

(d) Assignment. Neither this Agreement nor any part hereof shall be transferred, conveyed or assigned by a party without the prior written consent of the other party, except that MCC may assign this Agreement to an affiliate of MCC or any entity controlled by or under common control with MCC without such prior written consent.

(e) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Venue is located, without regard to its conflicts of laws principles.

(f) Force Majeure. The failure of any party hereto to comply with the terms and conditions hereof because of a "Force Majeure Occurrence" shall not be deemed a breach of this Agreement. "Force Majeure Occurrence" shall be defined to include, without limitation, Act of God, strike, labor disputes, war, fire, earthquake, acts of public enemies, acts of terrorism, epidemic, action of federal, state or local governmental authorities or an event or reason beyond the reasonable control of a party. In the event of a cancellation of the Event due to a Force Majeure Occurrence, each party shall be relieved of its obligations hereunder with respect to the performance so prevented.

(g) No Waiver of Rights. If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.

(h) Invalidity. If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

(i) Notices. All notices given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally with receipt acknowledged or sent by registered or certified mail or equivalent, if available, return receipt requested, or by facsimile (which shall be confirmed by a writing sent by registered or certified mail or equivalent on the same day that such facsimile is sent), or by nationally recognized overnight courier for next day delivery, addressed or sent to the parties at the addresses set forth

herein with a copy to Garrett Coliseum Redevelopment Corporation, P.O. Box 3254, 1555 Federal Drive, Montgomery, AL 36109, Attn: Hannah Weiss.

(j) Counterparts. This Agreement may be executed by PDF (or other similar electronic format), facsimile and in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original.

(k) Survival of Commitments. All representations, warranties and agreements to indemnify shall survive the termination of the Agreement.

Accepted and agreed as of the date first above written:

Garrett Coliseum Redevelopment Corporation

Montgomery County Commission

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Haskell|Slaughter
attorneys at law

T76

MONTGOMERY OFFICE

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www.hsy.com

M E M O R A N D U M

February 17, 2012

TO: Donnie Mims
FROM: Tommy Gallion
RE: Garrett Coliseum Lease Agreement
Volunteer Fire Department Event

I have reviewed your February 16, 2012 memorandum, the e-mail from DiDi Henry regarding the event, the January 18, 2012 letter from Randy Stephenson, General Manager of Garrett Coliseum to DiDi Henry and the Form Contract. This lease agreement is by and between Garrett Coliseum Redevelopment Corporation ("GCRC") and Montgomery County Commission ("MCC") for the Volunteer Fire Fighter Appreciation Day to be held on March 31, 2012. It is my understanding that as a show of appreciation for fire fighters in our area, GCRC will not be charging MCC any monies for use of the facility. However, GCRC is requiring a copy of MCC's public liability insurance policy in the amount of One Million Dollars, which should not be a problem. I see no legal problem with the lease agreement.

I am of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this agreement should not be executed if it is the desire of the Commissioners.

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COMPLETE ACTION DATES

1.__dept request

2. __admin review

3. __pers dept

4. __cert to admin

5. __dept selection

6.__final review

- Steven L. Hall

3/4/14
Date

- FUNDING AUTHORITY**

Date _____

- PERSONNEL DIRECTOR**

Date _____

- ### APPOINTING AUTHORITY

Date _____

- Date _____

Date _____



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

ORIGINAL

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 3/4/14

Re: Request to wave rules and to fill position number 750016023 (Customer Service Clerk)

The Montgomery County Probate Office is requesting to back fill a vacant Customer Service Clerk position. The position will be vacated march 14th and is currently in our budget.

POSITION FILL REQUEST

NEW POSITION/REALLOCATION REQUEST

ORIGINAL

DEPARTMENT: Montgomery County Probate Office

DEPARTMENT HEAD: Judge Steven L. Reed

PRESENT POSITION: Clerk Typist II

PROPOSED POSITION: Customer Service Clerk

PRESENT PAY GRADE: A 03

PROPOSED PAY GRADE: A 03

IMMEDIATE SUPERVISOR: William Flowers (Chief Clerk)

BRIEF DESCRIPTION OF
PROPOSED DUTIES:

The fundamental reason this classification exists is to process a significant volume of payments in over-the-counter transactions. Work includes the receipt and recording of cash, checks, and other negotiable instruments in payment of taxes, fees, fines, and other liabilities. Individuals in this classification have frequent contact with the public by phone and through counter duties. Considerable tact and persuasion is required in dealing with citizens who may be or become irate or distraught. Major work functions include performing cashier duties, performing data entry functions, assisting customers, performing general clerical duties, researching requests, problems, and complaints and initiating appropriate action, providing administrative support to supervisors, preparing and editing correspondence, reports and other documents, organizing and recording data, maintaining filing systems and processing incoming/outgoing mail. Once the more difficult phases of the work are learned, the employee works independently referring especially difficult or complex cases to the supervisor or lead worker. This classification differs from other clerical classifications by the responsibility for routinely collecting money and frequent contact with the public.

PROPOSED
MINIMUM QUALIFICATIONS:



Date 04-Mar-2014

Appointing Authority/Department Head

Date

Funding Authority

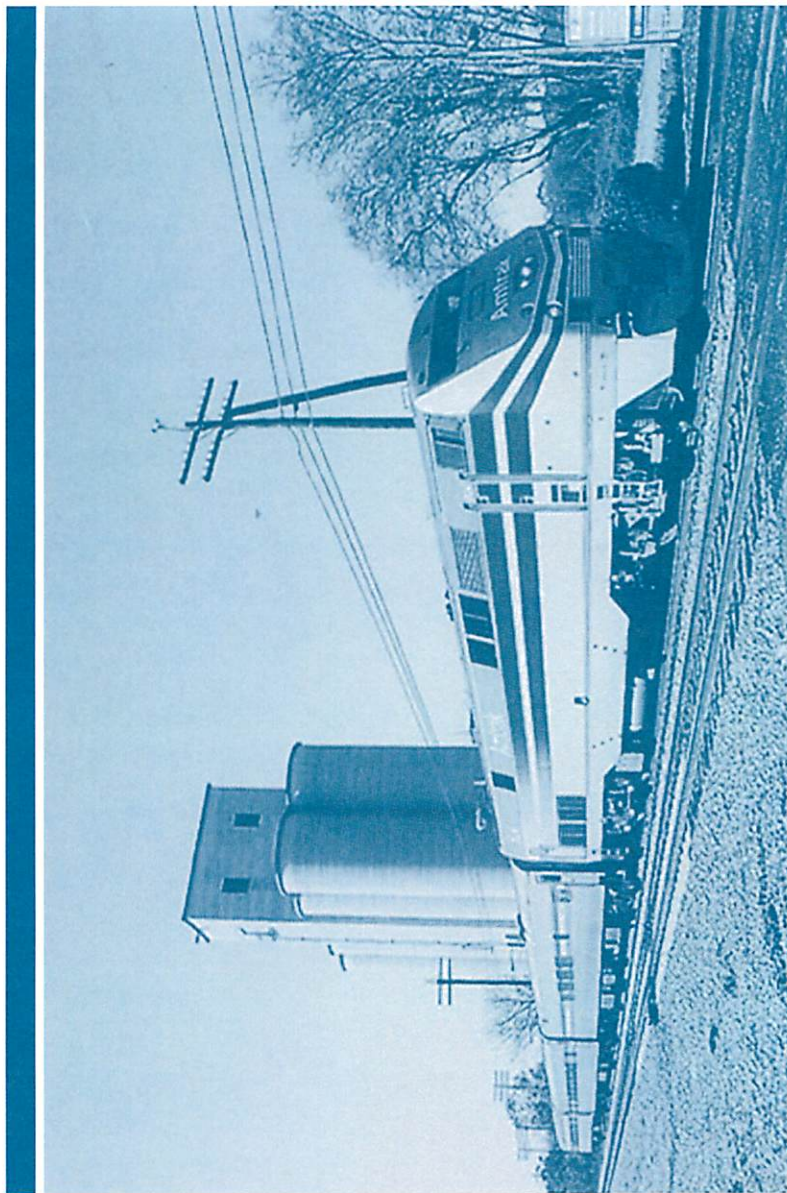
7-42 (C-5)

(pages 7-43, 7-44, 7-45, & 7-46 were intentionally removed and not replaced)

243

HDR

October 17-18, 2013



FINAL MEETING

BIRMINGHAM TO MONTGOMERY
INTERCITY PASSENGER RAIL
FEASIBILITY STUDY

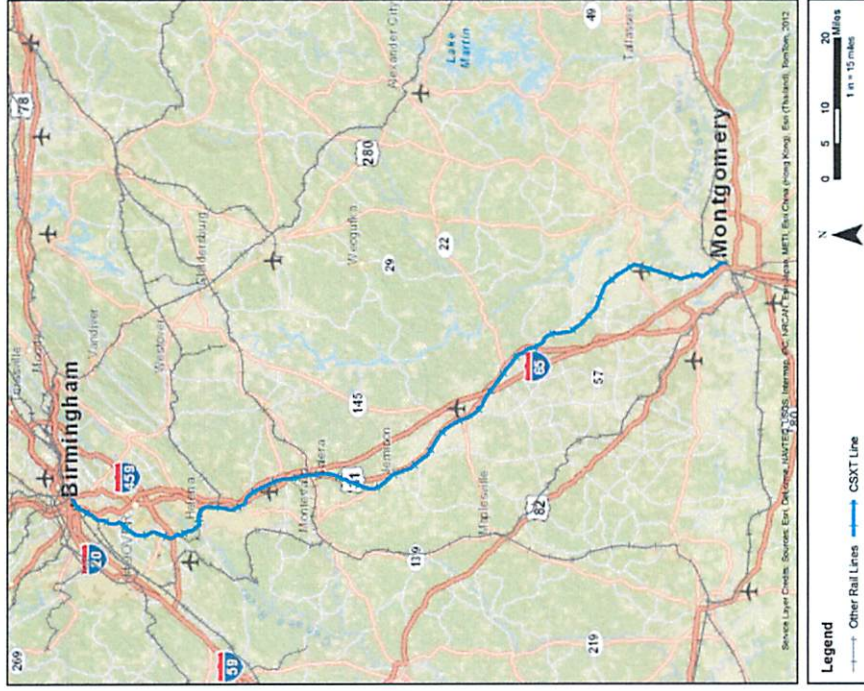
ADECA

ADECA
www.aadeca.hispania.gov

BACKGROUND

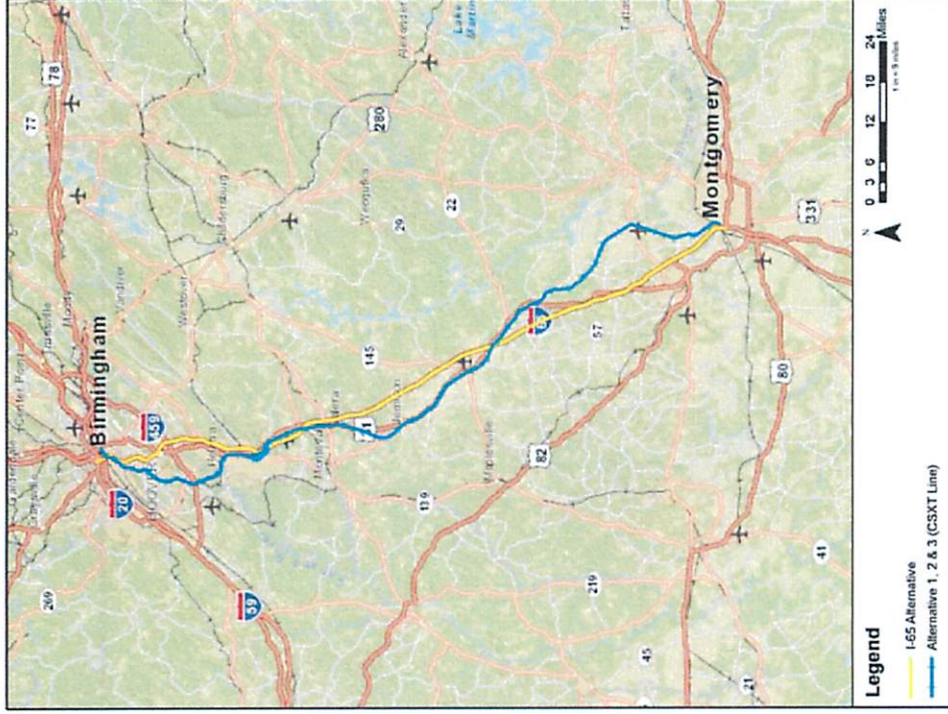
To determine the relative feasibility of passenger rail service between Birmingham and Montgomery based on the following criteria:

- Estimated capital and O&M costs
- Projected ridership and revenue
- Funding and financing strategies
- Public and stakeholder support
- Assessment of potential benefits and costs



STUDY CORRIDOR

- **Alternatives 1, 2 and 3**
 - Former Gulf Breeze Service corridor
 - ~ 97 miles in length
- **Alternative 4**
 - New corridor on I-65
 - Run in between north and southbound travel lanes
 - ~ 90 miles in length

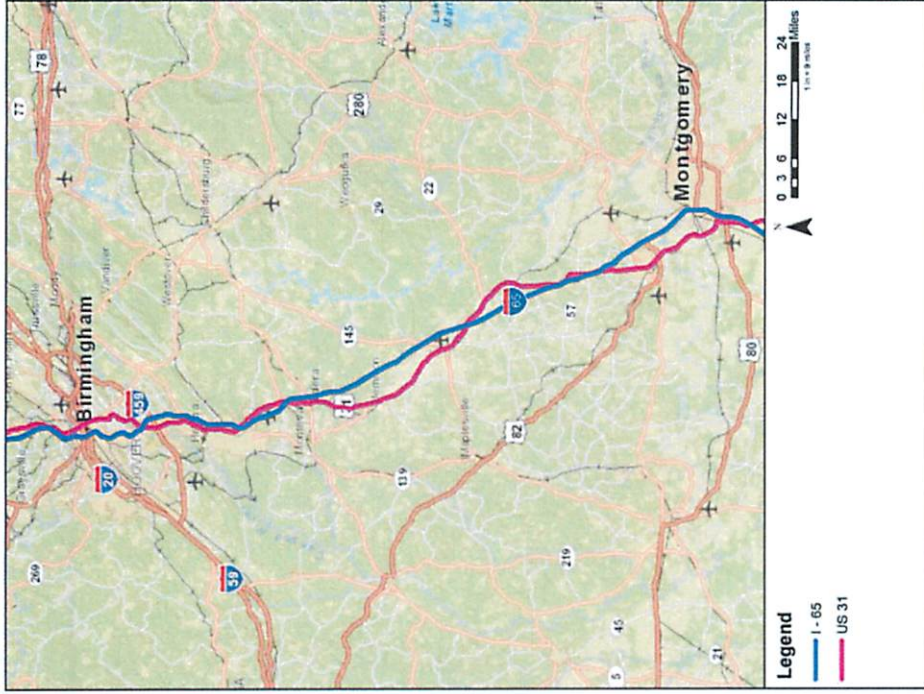


- ADEGA**
www.adega.com



HIGHWAY CHARACTERISTICS

- **I-65**
 - Primary travel route between Birmingham-Montgomery
 - 4-lanes (90 miles), expands to 6 to 8-lanes on the outskirts of both cities
 - Major corridor for moving goods
 - Homewood, Hoover, Pelham, Alabaster, Calera, Prattville and Millbrook
- **I-31**
 - A rural 2-lane highway between Birmingham and Montgomery
 - Prattville, Clanton, Thorsby, Jemison, Calera, Alabaster, Pelham, Hoover, Vestavia, Homewood and Birmingham



OPERATING AND MAINTENANCE ESTIMATES

SYSTEM CHARACTERISTICS	ALTERNATIVE 1 (2 TRIPS)	ALTERNATIVE 2 (6 TRIPS)	ALTERNATIVE 3 (6+12=18 TRIPS)	ALTERNATIVE 4 (6 TRIPS)
One-way Run Time (min)	120.0	105.0	105.0	90.0
Directional Route Miles	96.5	96.5	96.5	86.6
Cycle Time (min)	300.0	270.0	270.0	240.0
Peak Trainsets	1	1	4	1
Peak Vehicles	3	3	12	3
Spare Vehicles	2	2	3	2
Total Fleet	5	5	15	5
Revenue Car-Miles	49,073	147,218	247,802	137,160
Revenue Train-Hours	1,270	3,048	6,096	3,048
Average Speed (mph) =	38.5	42.9	42.2	79
Stations	2	2	6	2
RANGE OF ANNUAL O&M COSTS (2011\$)	ALTERNATIVE 1 (2 TRIPS)	ALTERNATIVE 2 (6 TRIPS)	ALTERNATIVE 3 (6+12=18 TRIPS)	ALTERNATIVE 4 (6 TRIPS)
Based on cost per mile	\$850,000	\$2.500 M	\$4.300 M	\$2.400 M
Based on cost per train-hour	\$3.200 M	\$7.600 M	\$15.200 M	\$7.600 M

EVALUATION MATRIX FOR ALTERNATIVE 1, 2, 3 & 4

CRITERIA		ALTERNATIVE 1		ALTERNATIVE 2		ALTERNATIVE 3		ALTERNATIVE 4	
Primary Mode Choice:			Rating		Rating		Rating		Rating
Estimated end-to-end travel time savings		None – unless traffic is delayed on I-65	1	Small – to significant if traffic is delayed on I-65	2	Small – to significant if traffic is delayed on I-65	2	Moderate – especially if traffic is delayed on I-65	3
Total daily ridership (2035)		40-60	1	120-200	2	1,050-1,575	3	200-300	2
Regional Connectivity:									
Direct connections to downtown Birmingham and Montgomery		Excellent	3	Excellent	3	Excellent	3	Excellent	3
Connections to other activity centers		None	1	None	1	Hoover, Pelham/Alabaster, Calera & Elmore	2	None	1
Reduction in Auto Travel:									
VMT (vehicle miles of travel) reduction in corridor		Negligible decrease	1	Small decrease	2	Moderate Decrease	3	Small decrease	2
Impact on regional travel and air quality		Negligible	1	Small	2	Moderate	3	Small	2

EVALUATION MATRIX FOR ALTERNATIVE 1, 2, 3 & 4 (CONTINUED)

CRITERIA	ALTERNATIVE 1	ALTERNATIVE 2	ALTERNATIVE 3	ALTERNATIVE 4
Cost-effectiveness:				
Total capital cost	\$121.8 M	\$243.3 M	\$337.8 M	\$2,489.1 M
Average annual O&M cost	\$2.0 M	\$7.6 M	\$14.5 M	\$7.4 M
Cost per rider	\$423.00	\$328.00	\$56.00	\$1,386.00
Implementation/Constructability:				
Ease of constructability	High – will include constructing a series of sidings and main track in excess of 11 miles in length.	Medium – will include constructing a series of sidings and main track in excess of 37 miles.	Medium – will include constructing a series of sidings and main track in excess of 54 miles.	Low – will include constructing 86.6 miles of new track within the I-65 corridor.
Impact on freight railroad operations	Low	Medium	High	Low
Benefit to adjacent or crossing highway infrastructure	Low	Low	Low	Low
Totals:	23	23	26	22
Ranking:	2	2	1	3

FINDINGS

GREATEST TRAVEL TIME SAVINGS	LEAST TRAVEL TIME SAVINGS
Alternative 4	Alternative 1
HIGHEST TOTAL DAILY RIDERSHIP	LOWEST TOTAL DAILY RIDERSHIP
Alternative 3 (1,050 – 1, 575)	Alternative 1 (40-60)
GREATEST COMPLEXITY TO CONSTRUCT	LEAST COMPLEXITY TO CONSTRUCT
Alternative 4 (86.6 miles of new infrastructure)	Alternative 1 (11 miles of new infrastructure)

FINDINGS – COST-EFFECTIVENESS COMPARISON

ALTERNATIVE	TOTAL CAPITAL COST (\$M)	ANNUALIZED CAPITAL COST (\$M)	ANNUAL OPERATING COST (\$M)	ANNUAL REVENUES (\$M)	NET OPERATING COST (\$M)	ANNUAL RIDERSHIP (M)	TOTAL ANNUAL COST (\$M)	TOTAL ANNUAL COST PER ANNUAL RIDER
1 – Restore Gulf Breeze – one train per day	\$121.8	\$4.8	\$2.0	\$0.4	\$1.6	0.015	\$6.3	\$423
2 – Three trains in each day per direction	\$243.3	\$9.5	\$7.6	\$1.4	\$6.2	0.048	\$15.7	\$328
3 – Three intercity and six commuter rail trains each day per direction	\$337.8	\$13.2	\$14.5	\$5.4	\$9.2	0.396	\$22.4	\$56
4 – I-65 alignment with three trains per day per direction	\$2,489.1	\$97.3	\$7.4	\$2.1	\$5.3	0.075	\$102.6	\$1,368

GOVERNANCE OPTIONS

Important step in the implementation of a new passenger rail line is determining the appropriate form of governance.

- **State Management** – state government assumes the responsibility for overall management and operations.
- **Corridor Management** – either a single or a group of agencies assemble to implement and operate the passenger rail service.

FINANCIAL VIABILITY

- Analysis found that **Alternative 1, 2, 3** and **4** based on **performance** and **cost-effectiveness** would be comparable to other passenger rail systems, but with **higher costs** and **less ridership**.
- More **cost-effective** if ridership averages **200 per train-hour** which is the average of the peer cities.
- Conceptual **capital cost per mile** for **Alternatives 1, 2** and **3** are also similar to several of the peer systems.



FUNDING OPTIONS

- To fund **Alternative 1** will require \$120 million in capital and an annual \$1.5 - \$1.7 million for operations.
- TAXES (sales tax, property taxes, etc.)
- Cost per resident will be \$2.00 if **net operating costs** are covered. If **capital and net operating costs** are covered, it will amount to about \$7.00 per resident.
- Passenger Rail Investment and Improvement Act (PRIIA) of 2008 (*not fully funded*)
- High-Speed Intercity Passenger Rail (HSIPR) Program of 2009 (*not fully funded*)

IMPLEMENTATION STEPS

ITEM		RESPONSIBLE PARTY	PARTNERS	TIME FRAME
1) ON-GOING COORDINATION	- Coordination with CSXT and other freight railroads for improved facilities and freight movement. - Coordination with FRA by ADECA as the state sponsoring agency for intercity passenger service between Birmingham and Montgomery. - On-going stakeholder involvements as projects are developed.	RPCGB Montgomery MPO CARPDC ADECA	CSXT Local Jurisdictions	To be determined
2) CSXT PASSENGER RAIL COORDINATION & PLANNING	- Continue coordination between ADECA and CSXT regarding opportunities for passenger rail service in Alabama. - Develop corridor specific recommendations for intercity passenger rail service between Birmingham and Montgomery and provide necessary details for implementation. - After ADECA selects a preferred alternative for Birmingham/Montgomery passenger rail service, identify opportunities for additional regional commuter rail service along CSXT corridors in the following counties: Jefferson, Shelby, Chilton, Autauga, Elmore and Montgomery.	ADECA	Local Jurisdictions	To be determined
3) REGIONAL TRANSPORTATION PLANNING UPDATES	- Continue coordination between ADECA and CSXT Railway regarding opportunities for passenger rail service in Alabama. - Develop corridor specific recommendations for the CSXT/Birmingham-Montgomery Corridor and provide necessary details for implementation. (e.g., RPCGB Regional Transit Improvement Plan, Montgomery MPO Transit Development Plan, Alabama State Rail Plan).	RPCGB Montgomery MPO CARPDC ALDOT	Local Jurisdictions ADECA	To be determined

IMPLEMENTATION STEPS (CONTINUED)

ITEM	RESPONSIBLE PARTY	PARTNERS	TIME FRAME
4) FUTURE CORRIDOR DEVELOPMENT PLANS - Complete more detailed studies and analyses following the FRA format for Corridor Development Plans and eventually a full Service Development Plan with required NEPA environmental studies. - Corridor and Service Development Plans would be applicable to the following corridors: Birmingham-Mobile Passenger Rail, Montgomery-Mobile Passenger Rail and Gulf Coast High-Speed Rail Corridor (New Orleans-Birmingham-Atlanta). - Pending recommendations from current and future planning studies in the applicable corridors, develop corridor specific recommendations and provide necessary details for implementation.	RPCGB CARPDC Montgomery MPO ADECA	CSXT ADECA	To be determined
5) IDENTIFY FUNDING SOURCE COMMITMENT Define new or portions of existing revenue streams that would be dedicated to development and ongoing operation of the intercity passenger and commuter rail system. An assured funding commitment will be required to negotiate for tracking rights or right-of-way from the railroads. At the same time it is important to recognize the strong preference to avoid disrupting current programmed projects and funding among the agencies. A potential source of funding that would contribute a portion of the capital and possibly operating funds would be from the FRA as part of the existing Passenger Rail Investment and Improvement Act (PRIIA) of 2008 and the High-Speed Intercity Passenger Rail (HSIPR) program of 2009.	RPCGB CARPDC Montgomery MPO ADECA Legislature	Local Jurisdictions	To be determined
6) DEVELOP GOVERNANCE PLAN The number of agencies involved in developing a governance plan may be determined by the geographic area for the proposed service. Agencies within the defined service area would need to work together to plan and implement an intercity passenger rail and/or regional commuter rail system. The agencies would maintain their current responsibilities and funding for their current programs but would be jointly charged with implementation of passenger rail in the corridor and/or region. The transportation agencies would need to agree to implement and administer the passenger rail system by one of a variety of means including: - A new Passenger Rail Authority (PRA); - Designation of one of the agencies as the Passenger Rail Authority; or - Establishment of a new Joint Powers Authority (JPA) with a provision for representation appropriate to the corridor or system to be implemented. One potential example of a regional Joint Powers Authority would be through the formation of a multi-county Megapolitan Planning Council.	RPCGB CARPDC Montgomery MPO ADECA BUCTA MATS	Local Jurisdictions	To be determined

IMPLEMENTATION STEPS (CONTINUED)



ITEM	RESPONSIBLE PARTY	PARTNERS	TIME FRAME
7) DEVELOP PARTNERSHIPS WITH RAILROADS Develop a public/private Memorandum of Understanding followed by detailed agreements with freight railroad companies to define funding and to implement passenger rail facilities and services that will mutually benefit the public and private sector interests.	Passenger Rail Authority or Joint Powers Authority	CSXT NARP Amtrak Elected officials Tribal Communities	To be determined
8) PASS ENABLING LEGISLATION Work to pass enabling legislation relative to liability and indemnification to facilitate intercity passenger and/or commuter rail operations in freight rail corridors similar to legislation recently passed in Minnesota, Virginia, New Mexico, and Colorado.	Passenger Rail Authority or Joint Powers Authority	BICTA MATS ADECA	To be determined
9) DEVELOP SEAMLESS TRANSIT SYSTEM Coordinate joint planning and operations to develop a seamless system of transit services throughout the Greater Birmingham/Central Alabama region.	Passenger Rail Authority or Joint Powers Authority	BICTA MATS ADECA County Governments Tribal Communities Railroads Major Landowners Business Community	To be determined

REVENUE METHODOLOGY/FORECAST

- Average fares were based on Amtrak's current pricing structure in Alabama and a stakeholder survey.

ALTERNATIVE	INTERCITY TRIPS (> 50 MILES)	COMMUTER TRIPS (< 50 MILES)	SPECIAL GENERATOR TRIPS	ONE-WAY FARE INTERCITY TRIPS	ONE-WAY FARE COMMUTER TRIPS	PASSENGER REVENUE (\$M)
ALTERNATIVE 1	12,000 to 18,000	NONE	NONE	\$25.00 - \$30.00	N/A	\$300,000 - \$540,000
ALTERNATIVE 2	36,000 to 60,000	NONE	NONE	\$25.00 - \$30.00	N/A	\$941,000 - \$1.800 M
ALTERNATIVE 3	135,000 to 210,000	180,000 to 262,500	1,650 to 2,750	\$25.00 - \$30.00	\$2.50 - \$8.00	\$3.800 M - \$6.900 M
ALTERNATIVE 4	60,000 to 90,000	NONE	NONE	\$25.00 - \$30.00	N/A	\$1.500 M - \$2.700 M

Birmingham to Montgomery Passenger Rail Study Telephone Survey Results

SEX		
RECORD GENDER (DO NOT ASK)		
Total		600
Male	213	35.50%
Female	387	64.50%
Q1		
First, how often do you drive to ?		
Total		600
3 or more times a week	12	2%
1-2 times per week	10	1.67%
1-2 times per month	83	13.83%
1-2 times per year	222	37%
Not at all	270	45%
(DON'T READ) DK/NA	3	0.50%
Q2		
What is the main reason you visit ?		
Total		328
Work	23	7.01%
Business	13	3.96%
Trips to Doctor or Hospital	53	16.16%
Shopping	34	10.37%
Personal Business	135	41.16%
Other _____	65	19.82%
(DON'T READ) DK/NA	5	1.52%
Q3		
Are you satisfied with your current travel		
Total		328

Very satisfied	112
	34.15%
Somewhat satisfied	174
	53.05%
Not very satisfied	25
	7.62%
Not at all satisfied	16
	4.88%
(DON'T READ) DK/NA	1
	0.30%
Q4	
How often do you encounter traffic congestion or	
Total	328
Most of the time	117
	35.67%
Occasionally	112
	34.15%
Not very often	95
	28.96%
(DON'T READ) DK/NA	4
	1.22%
C5	
Would you consider traveling by train between	
Total	600
Yes	314
	52.33%
No	275
	45.83%
(DON'T READ) DK/NA	11
	1.83%
Q5A	
Would you consider it for...	
<i>work?</i>	
Total	314
Yes	122
	38.85%
No	192
	61.15%
Q5B	
Would you consider it for...	
<i>business trips?</i>	
Total	314
Yes	173

	55.10%
No	141
	44.90%
Q5C	
Would you consider it for... <i>medical trips?</i>	
Total	314
Yes	196
	62.42%
No	118
	37.58%
Q5D	
Would you consider it for... <i>shopping trips?</i>	
Total	314
Yes	191
	60.83%
No	123
	39.17%
Q5E	
Would you consider it for... <i>personal trips?</i>	
Total	314
Yes	275
	87.58%
No	39
	12.42%
Q5	
Would you consider traveling by train between	
Total	1255
For work	122
	9.72%
Business trips	173
	13.78%
For medical	196
	15.62%
Shopping trips	191
	15.22%
For personal trips	275
	21.91%
I would not use train	287
	22.87%
(DON'T READ) DK/NA	11

	0.88%
Q6	
Do you currently use public transit in ? IF YES:	
Total	600
3 or more times a week	2
	0.33%
1-2 times per week	1
	0.17%
1-2 times per month	6
	1%
1-2 times per year	11
	1.83%
Not at all	577
	96.17%
(DON'T READ) DK/NA	3
	0.50%
Q7	
How often would you ride the train between the	
Total	600
3 or more times a week	27
	4.50%
1-2 times per week	24
	4%
1-2 times per month	116
	19.33%
1-2 times per year	174
	29%
Not at all	247
	41.17%
(DON'T READ) DK/NA	12
	2%
Q8	
How frequently would the train service need to	
Total	600
Every hour	58
	9.67%
Every 4 hours (3 trips a day)	233
	38.83%
Once trip a day	142
	23.67%
(DON'T READ) DK/NA	167
	27.83%
Q9	

If a one-way train ticket were to cost \$25.00, is		
Total		600
Cost is too high - I probably wouldn't pay that	179	29.83%
Cost is about right	357	59.50%
Cost is too low - I would pay more than that	7	1.17%
(DON'T READ) DK/NA	57	9.50%
Q10		
What types of amenities should be offered		
Total		1662
Wi-Fi	351	21.12%
"Airline" seats	261	15.70%
Luggage racks	273	16.43%
Restroom	484	29.12%
Power Receptacle	224	13.48%
(DON'T READ) DK/NA	69	4.15%
Q11		
What other destinations would you be interested		
Total		1130
Mobile	191	16.90%
New Orleans	223	19.73%
Atlanta	285	25.22%
Tuscaloosa	88	7.79%
Huntsville	99	8.76%
Other _____	126	11.15%
(DON'T READ) DK/NA	118	10.44%
Q12		

Do you have any other comments regarding train	
Total	600
Comments - RECORD ANSWER	162 27%
No comments	429 71.50%
(DON'T READ) DK/NA	9 1.50%

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, March 17, 2014, at 8:00 in the morning.

A handwritten signature in blue ink, appearing to read "Donald Z. Minni", written over a horizontal line.

Administrator

A handwritten signature in blue ink, appearing to read "Elton N. DeLoach", written over a horizontal line.

Chairman