

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
FEBRUARY 4, 2013

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 9:02 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

PRESENTATION BY ADMINISTRATIVE ASSISTANT RHONDA B. CAPE WITH THE DISTRICT ATTORNEY'S OFFICE

Administrative Assistant Rhonda B. Cape with the District Attorney's Office briefed the Commission regarding a Memorandum of Agreement with the Alabama State Department of Education concerning funding in the amount of \$35,000 for the Helping Montgomery Families Initiative. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Ms. Cape stated that the District Attorney's Office Legal Runner is resigning and requested that this position be filled. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees.

DISCUSSION BY THE COMMISSION

Chairman Dean and Vice Chairman Harris requested a \$300 miscellaneous appropriation from each of their accounts to McKee Middle School for the All-Star Wrestling Team.

Vice Chairman Ingram requested a \$1,000 miscellaneous appropriation from his account to Brewbaker Technology Magnet High School for uniforms for the Basketball Program. He also requested a \$5,000 miscellaneous appropriation from his account to the Snowdown Volunteer Fire Department.

Commissioner Williams briefed the Commission regarding a Position Fill Request for a Service Maintenance Worker I, Position Number 091 for the Sheriff's Office. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR MITCHELL

Administrator Mims presented Budget Change Request Number 1 from the Youth Facility. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Deputy Administrator Mitchell briefed the Commission regarding a Bid Award for toner cartridges, Bid Number 51901-12B-032. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE

County Engineer George C. Speake recommended approval of a Position Fill Request for a County Road Equipment Operator III, Position Number 620553007, which was on the agenda.

Additionally, Mr. Speake mentioned it is anticipated that Governor Bentley will announce the awarding of ATRIP road improvement projects Tuesday, February 5, 2013.

PRESENTATION BY PROBATE JUDGE STEVEN L. REED

Probate Judge Steven L. Reed briefed the Commission regarding a Position Fill Request for a Customer Service Clerk, Position Number 750-016-058, for the Probate Judge's Office. After discussion, the Commission agreed to place this item on the next Thursday Memo and asked Judge Reed to attend the next meeting to further discuss the issue.

The Commission discussed with Judge Reed the possible utilization of the Montgomery Mall for a future Probate Office. Judge Reed expressed an interest in the Mall provided that it has an exterior entrance for the public. The Commission asked Administrator Mims to schedule a meeting with Mayor Strange, Judge Reed and some of the Commissioners to look at the plans of the proposed area in the Montgomery Mall that is available.

Commissioner Williams inquired as to the status of the new East Probate and Revenue Offices. Deputy Administrator Mitchell responded that the construction should be finished by April 26, 2013, and everything is on schedule.

Commissioner Ingram stated that he would like to visit the southern part of the County with Judge Reed to discuss locating a Probate Office in that area again and Judge Reed agreed.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding items on the agenda.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Pastor Calvin McTier of Bethel Missionary Baptist Church, at the request of Vice Chairman Harris.

The Pledge of Allegiance was led by Commissioner Ingram.

County Administrator Mims called Roll to Establish Quorum and the following Commissioners were present: Chairman Dean, Vice Chairman Harris and Members Ingram, Polizos, 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 January 22, 2013. 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 Mr. Polizos and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 3, are attached to these Minutes.)

RESOLUTION

COUNTY COMMISSION – ADOPTED RESOLUTION APPLAUDING AND RECOGNIZING PAUL “BEAU” COOPER’S SERVICE TO THE CITIZENS OF MONTGOMERY COUNTY AS CHAIRMAN AND BOARD MEMBER OF THE MONTGOMERY COUNTY COMMUNITY PUNISHMENT AND CORRECTIONS AUTHORITY

The Administrator presented the following Resolution:

RESOLUTION

WHEREAS, Mr. Paul “Beau” Cooper served as a board member of the Montgomery County Community Punishment and Corrections Authority from 2005- 2012, and as Chairman of that Board in 2011; and

WHEREAS, Mr. Cooper secured over one million dollars in capital funding to purchase and renovate the “Espy” Building, located at 301 Adams Avenue, which became the new headquarters for Community Corrections; and

WHEREAS, he secured a special \$375,000 Alabama Department of Corrections Grant to fund a pilot project for the purpose of infusing a large cadre of 150 felony offenders into the program with ancillary counseling and referral components. The grant also provided for the implementation of GPS electronic monitoring of offenders and a funded effort to design and implement a Risk Assessment Tool; and

WHEREAS, under Mr. Cooper’s leadership, the Montgomery Community Corrections Program received an invitation to participate in an Evidence-Based Initiative sponsored by the Chief Justice of the Alabama Supreme Court and funded by the VERA Institute. The project’s goal was to establish Community Corrections Models in a minimum of four counties in Alabama; and

WHEREAS, with Mr. Cooper’s assistance, the Montgomery Community Corrections’ growth included the full implementation of specialized case management and supervision modalities including: pre-trial release, community service restitution, county probation, jail/prison diversion, drug court, domestic violence intervention/education and electronic monitoring. The program also established an in-house, state-of-the-art drug screening lab with a certified lab technician on staff; and

WHEREAS, during Mr. Cooper’s tenure, the department secured \$120,000 in grants designated to assist the drug court program and to increase court efficiencies related to the administration of the drug court; and

WHEREAS, he established the Montgomery County Annual Community Corrections Program Plan as a measure for all state programs and participated in the oversight of the full implementation of the new State Minimum Standards for Community Corrections Programs, with two consecutive excellent Audit Reports; and

WHEREAS, Mr. Cooper supported the efforts to establish a standardized Risk Assessment, which was formally adopted by the ADOC in 2012, and the MCCPCA provided one of the only two certified instructors on the training of the instrument; and

WHEREAS, the MCCPCA and Montgomery Community Corrections are recognized as benchmarks among community corrections programs through the State of Alabama due in part to Mr. Cooper’s stellar leadership,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby applaud and recognize Mr. Cooper’s service to the citizens of Montgomery County and wish him much success in his future endeavors.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 4th day of February 2013.

End of Resolution

Mr. Ingram made a motion to adopt the Resolution. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

Vice Chairman Harris stated that nothing pleases him more than to present a resolution to Mr. Beau Cooper. He said that like himself, Mr. Cooper is an attorney and is bound to give a free service to those who can't afford it; that is what Attorney Cooper does. He added that Mr. Cooper is a deacon and a missionary and that he did outstanding work on the Montgomery County Community Corrections Board. Vice Chairman Harris then presented the resolution to Mr. Cooper and thanked him on behalf of the County Commission for his service in the County. Mr. Cooper thanked the Commissioners and Judge Price for allowing him to serve. He stated that God is blessing Montgomery County and that is in-part due to the County Commission. He informed the Commissioners that a group of dedicated pastors are praying for the people of Montgomery County and for Community Corrections, and that they will continue to do so. He told the Commissioners that he would treasure the resolution.

NEW BUSINESS

COUNTY COMMISSION – APPROVED AGREEMENT REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NUMBER CY-CM-RR-12-005, EASTWOOD VILLA HOUSING REHABILITATION, WITH THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS

The Administrator presented the following memorandum from Community Development Specialist of CARPDC Leslie York:

MEMORANDUM

TO: Mr. Donnie Mims, County Administrator

FROM: Leslie York
Community Development Specialist

DATE: January 18, 2013

RE: CDBG Project No. CY-CM-RR-12-005
Eastwood Villa Housing Rehabilitation

I received a copy of ADECA's letter to the County transmitting the State's grant agreement on the above referenced project. Please place the letter and agreement in the Commissioner's

packets so they will be prepared to approve its execution at the 1st meeting in February. Please let me know if you have any questions and thank you for your assistance.

End of Memorandum

Mr. Polizos made a motion to approve the Agreement. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Letter, Notice of Removal of Grant Conditions, CDBG Budget/Final Financial Report, and Agreement, Agenda Pages 1-2 through 1-15, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE FY 2010
STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 0CBS

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

January 17, 2013

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

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

SUBJECT: Homeland Security Grant

Please place this grant on the next agenda of the Montgomery County Commission. Upon approval by the Commission, please have Mr. Dean sign this grant.

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

End of Memorandum

Mr. Ingram made a motion to approve the Cooperative Agreement. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Memorandum and Cooperative Agreement, Agenda Pages 2-2 through 2-14, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF MEMBERSHIP DUES TO THE
MONTGOMERY AREA COMMITTEE OF 100 FOR CHAIRMAN ELTON N. DEAN, SR.

The Administrator requested payment of Membership Dues to the Montgomery Area Committee of 100 for Chairman Elton N. Dean, Sr., in the amount of \$500.00.

Mr. Ingram made a motion to approve payment of Membership Dues. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Invoice, Agenda Pages 3-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

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

February 4, 2013

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) to:

C-2013-56: Alabama Baseball Coaches Association, Inc., for the 2013 Community College Fall Sophomore Workouts and Fall Classic - \$500; (Ingram)

C-2013-57: Alabama Cattlemen's Association, for the Alabama Junior Beef Expo during the Southeastern Livestock Expo - \$2,500; (Dean-\$500, Harris-\$500, Ingram-\$500, Polizos-\$500 and Williams-\$500)

C-2013-58: Montgomery County Recreation Department, Suburban West Dixie Youth Baseball League - \$1,000; (Dean)

C-2013-59: Montgomery County Recreation Department, Bellingrath-Southlawn Dixie Youth Baseball League - \$1,000; (Dean)

C-2013-60: Montgomery County Recreation Department, Southern Dixie Youth Baseball League - \$1,000; (Dean)

C-2013-61: Montgomery Community Action Agency, for Community Services Programs - \$3,000; (Dean)

C-2013-62: The Second Chance Foundation, for Counseling Services and Academic Remediation for At-Risk Children Expelled from the Montgomery Public School System - \$1,000; (Harris)

- C-2013-63: Empowering Communities Helping Ourselves (ECHO), for Program Services - \$500; (Harris)
- NC-2013-69: BOE, Robert E. Lee High School, for Uniforms for Football Team - \$500; (Polizos)
- NC-2013-70: Snowdown Volunteer Fire Department, for General Operations - \$4,000; (Polizos)

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:

- NC-2013-70: Amended Miscellaneous Appropriation, Snowdown Volunteer Fire Department, for General Operations - \$4,000; (Polizos)
- NOTE: Commissioner Ingram requested to add \$5,000 of his discretionary money, for a total of \$9,000 appropriated to Snowdown Volunteer Fire Department, for General Operations
- NC-2013-71: BOE, McKee Middle School, for Entry Fees, Uniforms and Transportation for the All-Star Wrestling Tournaments - \$600; (Dean-\$300 and Harris-\$300)
- NC-2013-72: BOE, Brewbaker Technology Magnet High School, for Uniforms for Basketball Program - \$1,000; (Ingram)

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

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBERS 12

The Administrator requested to approve Budget Change Request Number 12, County Commission Appropriations.

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 5-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBERS 13

The Administrator requested to approve Budget Change Request Number 13, County Commission Appropriations.

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 6-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUEST FOR CORRECTIONS
OFFICER TRAINEE/CORRECTIONS OFFICER, POSITION NUMBER 153

The Administrator presented the following memorandum:

January 29, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
 County Administrator

SUBJECT: Position Fill Request for Detention Facility

During the January 22, 2013 County Commission meeting, the Commission agreed to place a Position Fill Request for Corrections Officer Trainee/Corrections Officer, Position Number 153 on the next agenda for the Detention Facility.

I am requesting approval of this item.

Attachment

End of Memorandum

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

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUEST FOR COUNTY
ROAD EQUIPMENT OPERATOR III, POSITION NUMBER 620553007

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

January 24, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Position Fill for County Road Equipment Operator III

As discussed during the January 22, 2013, Information Session, it is requested that we be allowed to fill a vacant County Road Equipment Operator III position at our District II (Meriwether Road) Maintenance Facility. District II has three (3) County Road Equipment Operator III slots, two (2) of which are presently vacant. It is critical that we fill at least one (1) of these vacant slots at this time in order to satisfactorily meet daily road maintenance demands at this district.

This position fill will be a promotion from within existing personnel and will not involve any new hires. Thank you for your assistance with this matter.

Attachments

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 8-2, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (19)

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 17 and 18
2. Public Affairs	Request Numbers 4 and 5
3. Detention Facility	Request Number 3
4. Youth Facility	Request Numbers 5 and 6
5. Risk Management	Request Numbers 6, 7, and 8
6. Engineering Department	Request Number 3
7. Appraisal Department	Request Numbers 4, 5, 6, 7, and 8
8. Community Corrections	Request Number 3
9. District Attorney's Office	Request Numbers 18 and 19

Mr. Williams made a motion to approve the travel/training requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 9-1 and 9-19, 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:

DISTRICT ATTORNEY'S OFFICE – APPROVED MEMORANDUM OF AGREEMENT
WITH THE ALABAMA STATE DEPARTMENT OF EDUCATION REGARDING
FUNDING IN THE AMOUNT OF \$35,000 FOR HELPING MONTGOMERY FAMILIES
INITIATIVE

The Administrator presented the following letter from Administrative Assistant with the District Attorney's Office Rhonda Cape:

January 30, 2013

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

RE: Memorandum of Agreement

Dear Chairman Dean:

The Alabama State Department of Education (SDE) has granted \$35,000 in funding for our Helping Montgomery Families Initiative program. There is no match required for our receiving these funds. The enclosed memorandum of agreement was received from SDE to facilitate the funds transfer.

Per the SDE's request, please sign the four originals. The District Attorney's Office will deliver the signed documents to SDE and return a fully executed copy to the Commission once it is received.

We request that you waive rules and approve this item at the Commission Meeting on Monday, February 4, 2013.

Thank you for your help in this matter.

Sincerely,

/s/ Rhonda B. Cape
Administrative Assistant

Enclosures

cc: Donnie Mims, County Administrator

End of Letter

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Memorandum of Agreement and Attorney Gallion's Opinion, Agenda Pages 10-2 through 10-5, are attached to these Minutes.)

YOUTH FACILITY – APPROVED BUDGET CHANGE REQUEST NUMBER 1

The Administrator requested to approve Budget Change Request Number 1, Youth Facility.

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 11-1, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED POSITION FILL REQUEST FOR CUSTOMER SERVICE CLERK, POSITION NUMBER 750-016-058

The Administrator requested approval of Position Fill Request for Customer Service Clerk, Position Number 750-016-058.

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 12-1, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUEST FOR SERVICE MAINTENANCE WORKER I, POSITION NUMBER 091

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

January 22, 2013

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

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

SUBJECT: Chrissell Hamilton, Jr.
Service Maintenance Worker I

Chrissell Hamilton's last day with the Sheriff's Office is January 31, 2013, with his retirement effective February 1, 2013.

I have a transfer request from Leon Powell stating he would like to have this position. I am requesting the County Commission approve this request.

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Letter and Position Fill Request, Agenda Pages 13-2 and 13-3, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Mr. Keith Johnson at Council on Substance Abuse spoke about the Community Recovery Support Track (CREST). He stated that CREST is a Comprehensive Recovery Project to help youth and adults with substance abuse. The three populations with substance abuse that are targeted are: African Americans, Citizens with AIDS, and Military. The project focuses on recovery, education, life skills, one-on-one coaching and mentoring. The West side of Montgomery is the targeted area for this project because there are no recovery areas for substance abuse located there. He added that there are presently five groups that meet at Community Congregational United Church of Christ, Freewill Baptist Church, New Providence Baptist Church, Council on Substance Abuse and Weeping Willow Baptist Church. He noted that Reverend Jiles Williams and Reverend Ross are great supporters of this project. Mr. Johnson informed the audience that he is looking to spread this type of recovery throughout Montgomery, the Southlawn area and further. Mr. Johnson said this is not like traditional support groups and that there is more than one way of recovery. He stated that he soliciting the monetary and voluntary assistance of the Montgomery County Commission and added that Montgomery County Community Corrections Executive Director Paul Brown had requested a support group which currently has 14 members. He added that they are looking at professionals to assist with this project. He expressed his appreciation and thanked the Commission for the opportunity to speak about the project.

Chairman Dean asked newly elected Montgomery County Probate Judge Steven Reed to come up to the podium and say a few words. Judge Reed told everyone good morning and thanked the Commission. He stated that he looks forward to attending more Commission meetings and to establish a good working relationship with the Commission and other departments. He informed the audience that the Probate Office is there for the people or any issue and they not only handle car tags and licenses but they also handle adoptions, wills, name changes and a multitude of other issues. Probate Judge Reed told the Commissioners that his office is there for them and is

willing to help with any projects. He added that they want to be an active leader with great customer service and be first class with everything they do. He told the Commissioners to feel free to call him or Malcolm Richard if they need anything and that he looks forward to working with them.

Mr. Johnson with the CREST Project acknowledged Commissioner Ingram and added that he was the one that encouraged him to come and speak this morning.

Commissioner Ingram told Mr. Johnson that he is excited about the project and thanked him for everything he is doing. He told him that he wanted to get involved in a lot of different ways. Commissioner Ingram congratulated Probate Judge Reed and told him that he is going to be an asset to Montgomery County. He thanked the department heads for all that they do and wished everyone a good week.

Commissioner Williams told the audience good morning and that he wanted to introduce a good friend of his who did the invocation this morning: Pastor Calvin McTier of Bethel Missionary Baptist Church. He told Pastor McTier that it is a privilege and honor to have him come and share with us. Commissioner Williams welcomed Judge Reed and told him that if he needed anything, he could contact him. He told the audience to have a good week and watch themselves because the flu is still out there. He told Mr. Keith Johnson that he has a good soul and a good spirit. Commissioner Williams thanked Mr. Johnson for the good job he is doing.

Commission Polizos wished everyone a good morning and he welcomed Judge Reed. He stated that he sees more department heads today and verified with Administrator Mims that there was a representative from every department. He stated that it is good to see everyone and he urged everyone to wash their hands to help stay healthy.

Chairman Dean said good morning and that he is amazed at where Montgomery County was and where it is going. He congratulated the department heads on what they have done through the County's hiring freeze. He stated that we all need to trust the good man above. Chairman Dean expressed his appreciation for the department heads and that citizens will talk to them before talking to the Commission. He stated that the County is still in a bad economic time and told the department heads to keep doing what they are doing. He told Judge Reed that he is glad that he is aboard. He added that Montgomery County is the best County in the United States and that it is number one.

Vice Chairman Harris told the audience good morning and thanked Pastor McTier for doing the invocation. He also recognized Elder Huey Beauchamp of United Evangelical Lutheran Church. He told those in attendance that he would like to see them come back and to see all the seats filled. He informed the audience that Administrator Mims is working on having the commission meetings televised because the Commission is trying to bring the meetings to the public. He explained that there are some issues the Commission can address and some they cannot. However, he said that he can try to facilitate and help as needed. He added that he looks forward to a new found relationship with Judge Reed, and he thanked everyone for coming to the meeting.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE R. HOWELL

Juvenile Court Administrator Bruce R. Howell briefed the Commission regarding a Position Fill Request for a Juvenile Probation Officer I, Position Number 900306030, for the Youth Facility. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF APPRAISER CLAY HENLEY

Chief Appraiser Clay Henley briefed the Commission regarding the need to review the department's organizational structure and job descriptions due to several upcoming retirements. He requested approval to contact the Montgomery City/County Personnel Department to begin the process. After discussion, the Commission agreed to place this request on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS AND MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Administrator Mims stated that the next County Commission meeting will be held on Tuesday, February 19, 2013, and that all County offices will be closed on Monday, February 18, 2013, in observance of George Washington/Thomas Jefferson's Birthday.

Administrator Mims briefed the Commission regarding a Public Hearing on the proposed modifications to precinct boundaries in Montgomery County Commission District One represented by Vice Chairman Daniel Harris, Jr.

Administrator Mims briefed the Commission regarding a Resolution approving the proposed modifications to the precinct boundaries in Montgomery County Commission District One represented by Vice Chairman Daniel Harris, Jr. He stated that County Attorney Tyrone C. Means would be drafting the Resolution. After discussion, the Commission agreed to place these items on the next agenda.

Manager of Public Affairs DiDi Henry presented a Resolution proclaiming the Month of March as Certified Government Financial Manager Month. After discussion, the Commission agreed to place this item on the next agenda.

Vice Chairman Ingram informed the Commission that the second annual Montgomery County Volunteer Firefighter Appreciation Day is scheduled for April 6, 2013. After discussion, the Commission agreed to place a \$3,000 Budget Change Request on the next agenda to help fund this event.

Administrator Mims distributed the Performance Evaluation of County Administrator and annual merit increase from Pay Grade A16, Step 11 to Pay Grade A16, Step 12, effective September 14, 2012. Commissioner Ingram stated that it was a great evaluation. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding Contract Amendment Number 1 with Pro Movers & Storage regarding the delivery of equipment to voting locations. He stated that this Amendment only extends the contract should they need their services.

Administrator Mims presented a letter from Montgomery Public Schools Superintendent Barbara Thompson approving the authorization of utilizing Peter Crump Elementary School as a polling place location.

Administrator Mims presented a copy of The Montgomery Advertiser Classified Section which advertised a Public Hearing on February 19, 2013, concerning the proposed modifications to voting precincts in County Commission District 1.

Administrator Mims presented a schedule of upcoming Bids/Contract renewals. He noted that the Haynes Ambulance contract for County emergency medical services expires on June 30, 2013. Commissioner Ingram stated that the Volunteer Fire Departments are pleased with the current service.

Administrator Mims reminded the Commission that at the last County Commission meeting, Blue Gray National Collegiate Tennis Classic Chairman Paul Winn and Director of Corporate Relations Lewis Figh briefed the Commission regarding the 2013 Blue Gray National Tennis Tournament and requested funding for the event, which is to be held March 15-17, 2013. Chairman Dean requested a \$500 miscellaneous appropriation from his account, Commissioner Polizos requested a \$1,000 miscellaneous appropriation from his account, and the Commission requested a \$5,000 Budget Change Request for this event. After discussion, the Commission agreed to place these items on the next agenda.

PRESENTATION BY EXECUTIVE DIRECTOR GREG CLARK AND WEATHERIZATION MANAGER DONNIE BARBER WITH CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

Executive Director Greg Clark and Weatherization Manager Donnie Barber with Central Alabama Regional Planning and Development Commission briefed the Commission regarding upcoming weatherization contracts. After discussion, the Commission agreed to place the contracts on the agenda once they are received.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a breakdown of estimated funds available for construction projects, which includes the Youth Facility renovation project and the Courthouse Complex. (Copy of Estimated Funds Available for Construction Projects, Page Number 14-1, is attached to these minutes.)

PRESENTATION BY ALABAMA-MISSISSIPPI CHAPTER VICE PRESIDENT ANDREW BELL WITH THE NATIONAL MULTIPLE SCLEROSIS (MS) SOCIETY

National Multiple Sclerosis (MS) Society Alabama-Mississippi Chapter Vice President Andrew Bell briefed the Commission regarding the MS Society and requested funding in the amount of \$5,000 for two programs. The Commission encouraged Mr. Bell to approach the surrounding cities and counties for funding. Chairman Dean stated that the Commission would consider Mr. Bell's request.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci briefed the Commission regarding a Master Services Agreement with Century Tel Acquisition, LLC, concerning telecommunications services. He stated that this Agreement would save the County \$300,000 over the next four years. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY FOUNDER JOHNNY VERES WITH HELICITY MONTGOMERY AND VICE PRESIDENT OF BUSINESS SERVICES AND COMMERCIAL LENDING ED GRIMES WITH MAX FEDERAL CREDIT UNION

Founder Johnny Veres with Helicity Montgomery and Vice President of Business Services and Commercial Lending Ed Grimes with MAX Federal Credit Union briefed the Commission regarding a proposed Lagoon Park Nature Trail.

Commissioner Polizos requested a \$5,000 miscellaneous appropriation for this project.

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Public Affairs Manager DiDi Henry reviewed the calendar and noted several upcoming events. She also presented a request to the Commission to allow the county to host its two annual blood drives with the Red Cross and Life South and to allow elected officials and department heads, at their discretion, to give employees who donate blood, four hours of administrative leave for having donated. She noted that the time off must be scheduled in advance with the department head or supervisor. The Commission agreed to place this item on the next agenda.

ADJOURNMENT

Commissioner Ingram made a motion to adjourn the meeting of the Montgomery County Commission on February 4, 2013, at 11:40 a.m. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

02-04-13 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 01-25-13

Check Number	To	Check Number
232661		232707
Total Checks Paid		\$223,804.14

CHECK #	PAYEE	AMOUNT	DATE
232660	Postmaster Bulk Mailing	\$ 4,332.28	01/23/13

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

02-04-13 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 01-25-13

Check Number	To	Check Number
232708		232780
Total Checks Paid		\$316,380.33

**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
01/25/13**

Payroll Check Number	115103	To	Payroll Check Number	115212	\$ 97,396.37
Direct Deposits					\$ 753,824.16
Payroll Check Number	115213	To	Payroll Check Number	115237	\$ 246,063.43
Direct Deposits					\$ 320,796.20
Federal Deposits					\$ 321,845.81
Total Payroll Paid					\$ 1,739,925.97

CHECK #

115102

PAYEE

Annie L. Hamilton

AMOUNT

\$1,185.42

DATE

01/11/13

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

OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

JIM BYARD, JR.
DIRECTOR

January 9, 2013

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

Dear Chairman Dean:

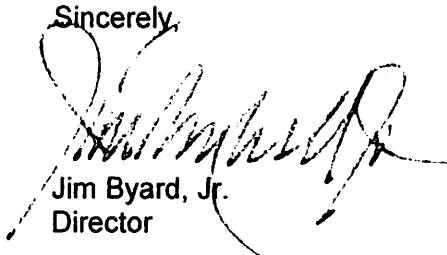
RE: CDBG Project
No. CY-CM-RR-12-005

I am pleased to enclose two copies of the above-referenced agreement. This agreement provides funding of \$335,827.87 for your Community Development Block Grant (CDBG) Program. Please sign both copies and return one copy to us; Attention: Shabbir Olia. Please retain the second copy for your files. The approved CDBG Program Budget and the Release of Funds are also enclosed for your CDBG Program files.

Please be aware, Alabama CDBG Intergovernmental Policy Letter 17, Revision 3, requires that construction contracts must be fully executed within 180 days of this letter.

If you have any questions about this agreement, please call Maureen Neighbors at 334-242-5467. Ms. Neighbors is the staff person assigned to you for technical assistance of a general nature. She will be pleased to help you with any questions or problems you may have.

Sincerely,


Jim Byard, Jr.
Director

JB:SAO:tn
4 Enclosures
cc: Leslie York, Program Administrator
Accounting
Elaine Dobbs-Patterson

**DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS
OFFICE OF COMMUNITY AND ECONOMIC DEVELOPMENT PROGRAMS
NOTICE OF REMOVAL OF GRANT CONDITIONS**

(Pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974)

1. TO (Name of Applicant) and (Name and title of Chief Executive Officer of Applicant) Montgomery County Commission The Honorable Elton N. Dean, Sr., Chairman	ADDRESS AND ZIP CODE OF APPLICANT P.O. Box 1667 Montgomery, Alabama 36102-1667
2. WITH COPY TO: (Name of Grantee if other than Applicant)	ADDRESS AND ZIP CODE OF GRANTEE
Re: (Project, Title or Name) 2012 CM State CDBG project for Housing Rehabilitation improvements to approx. 18 homes in the designated project area of the Eastwood Villa Community of Montgomery County. Latitude taken at the southern most end of the project area is 32.3731 and the longitude is 86.0060287.	LOCATION (City, County and State) Montgomery, Montgomery County, Alabama

On **November 20, 2012** this office received your Request for Release of Funds and Certification pertaining to the above project.

☒ No objections to the release of such funds or to the Certification have been received and a period of 15 days from and after the receipt of such request and Certification has expired.

☐ All objections to the release of such funds and to the Certification which were received by the State within a period of 15 days from and after the receipt of such request and Certification have been considered by the State.

* Any and all project and funding conditions, to the extent that, these are based on environmental review and clearance, in Grant Agreement for Application/Grant No. **CY-CM-RR-12-005** authorized by the State on **September 12, 2012**, are removed as of **December 6, 2012**. *g*

This Notice constitutes your authority to use funds provided to you under Title I of the Housing and Community Development Act of 1974, for the above project.

* Although this form releases funds with respect to compliance with federally mandated environmental requirements, this does not mean that all conditions regarding release of funds have been satisfied. Until all such conditions have been met, ADECA will hold the Grant Agreement for this project. Funds subject to the removal of other conditions must not be obligated until all conditions have been satisfied.

Note: This does not remove the grantee's obligation to obtain applicable permits and satisfy other conditions from those state agencies which have authority in regard to local or state projects.

Type Name and Title of Authorizing Officer: Shabbir Olia CED Programs Manager	Signature of Authorizing Officer 	Date 12/6/12
--	--------------------------------------	------------------------

Alabama Department of Economic and Community Affairs
CDBG Budget/Final Financial Report

Date of Report: November 5, 2012 Budget/Report Number: 1 ☒ Original Budget
Community Name: Montgomery County Commission ☐ Revised Budget
Project Number: CY-CM-RR-12-005 ☐ Formal Amendment
☐ Final Expenditure

Activity	1 Total Activity Cost (3+6)	CDBG			Local/Other Funds		
		2 Last Approved Budget	3 Original Budget/ Budget Revision/ Final Expenditure	4 Budget Adjustment or Deobligation (3-2)	5 Last Approved Budget	6 Original Budget/ Budget Revision/ Final Expenditure	7 Budget Adjustment or Deobligation (6-5)
Housing Rehabilitation	\$338,827.87		\$303,827.87			\$35,000.00	
	\$0.00						
	\$0.00						
	\$0.00						
	\$0.00						
	\$0.00						
	\$0.00						
Subtotal	\$338,827.87	\$0.00	\$303,827.87		\$0.00	\$35,000.00	
Engineering/Architecture	\$0.00					\$0.00	
General Program Admin.	\$32,000.00		\$32,000.00			\$0.00	
Total	\$370,827.87	\$0.00	\$335,827.87		\$0.00	\$35,000.00	

Chief Elected Official's Signature: Elton N. Clear Jr. ADECA Program Supervisor Review: Maurice Myester 12/26/12
Reason for revision, amendment, or deobligation: SAAS 1/3/12 ADECA Program Manager Approval: _____

Other Funds:
Total: \$35,000.00 (this total must equal the total in column 6)
Local Amount: \$35,000.00 Cash: \$35,000.00
Non-Local Amount: \$35,000.00 In-kind: \$0.00 Homeowner Match
Source: 96671

Note: Please include incidental and support activities such as acquisition of easements, street patching, etc., in the total for the primary activity.

Original to Accounting, Copy to Grant Administrator, Copy to IDIS, and Copy to Project Files

STATE OF ALABAMA)
MONTGOMERY, ALABAMA)

(AGREEMENT NO. **CY-CM-RR-12-005**

AGREEMENT

THIS AGREEMENT is effective as of this **12th** day of **September, 2012** by and between the **Montgomery County Commission** (herein called the Recipient) and the Alabama Department of Economic and Community Affairs (herein called ADECA).

Upon execution of the Acceptance Provisions of this Agreement, ADECA agrees to provide to the Recipient the Federal assistance under Title I of the Housing and Community Development Act of 1974, as amended, (P.L. 93-383) authorized by the Letter of Conditional Commitment. Such assistance is subject to the terms and conditions of this Agreement, all applicable laws, and regulations, and all other requirements of ADECA or HUD now or hereafter in effect. The Agreement is effective with respect to such assistance as of the date specified in the paragraph above and consists of (1) the Letter of Conditional Commitment and submissions made with respect thereto; (2) the ADECA approved application specified herein, including any Assurances, certifications, maps, schedules or other submissions; (3) the HUD Community Development Block Grant Regulations at 24 CFR Part 570, Subpart I, and State Policies; (4) the State of Alabama Small Cities Community Development Block Grant Program Action Plan; and (5) the following General Terms and Conditions:

Definitions: Except to the extent modified or supplemented by the Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, as amended, or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, Subpart I, shall have the same meaning when used herein.

(1) Agreement means this Agreement, as described above and any amendments or supplements hereto.

(2) Applicant means the entity designated as such in the Letter of Conditional Commitment.

(3) Recipient means each entity designated as a recipient for grant or loan assistance in the Letter of Conditional Commitment and signing the acceptance provisions as Recipient under the Agreement.

(4) Assurances, when capitalized, means the certifications and assurances submitted with grant application pursuant to the requirements of 24 CFR Part 570, Subpart I.

(5) Assistance provided under this Agreement means the grants and any loans secured by loan guarantees provided under this Agreement.

(6) Letter of Conditional Commitment means the letter from the Director of the Alabama Department of Economic and Community Affairs approving the Community Development Block Grant application and setting forth requirements which shall be satisfied prior to execution of the grant agreement.

(7) Program means the community development program, project, or other activities, including the administration thereof, with respect to which assistance is being provided under this Agreement.

WITNESSETH THAT:

WHEREAS, ADECA desires to engage the Recipient to carry out certain activities or services hereinafter described in connection with an undertaking which is expected to be financed or partially financed under the State Community Development Block Grant Program.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ADECA hereby agrees to engage the Recipient and the Recipient hereby agrees to carry out the activities hereinafter set forth in connection with the Community Development Block Grant Program of ADECA under the Community Development Block Grant Project Number **CY-CM-RR-12-005**.

The recipient, in assisting ADECA during the Agreement period and with the funds provided in the Agreement, shall perform all the necessary services provided under this Agreement, except as may be provided for under Paragraph I.

A. SCOPE OF SERVICES

1. The Recipient agrees to do, perform and carry out in an expedient, satisfactory and proper manner, as determined by ADECA, the work activities and administrative services described in the Recipient's Application (as amended) Community Development Block Grant Project Number **CY-CM-RR-12-005** to ADECA for financial assistance. The Recipient further agrees that all activities carried out under this Agreement shall satisfy all requirements of ADECA and shall be as described in the ADECA approved application unless otherwise expressly directed by ADECA.

2. The Recipient agrees to permit and to facilitate review of the work hereunder by ADECA, at Montgomery or at other places as ADECA may determine.

3. The Recipient shall submit to ADECA progress reports describing the progress of work under this Agreement when requested by ADECA.

B. PERSONNEL

1. It shall be the responsibility of the Recipient when necessary to hire personnel or to contract for the work to be performed as set out in the scope of services. All persons hired or under contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

2. The Recipient shall forward a sampling of all contracts or subcontracts for work or services covered by the Agreement to ADECA when requested by ADECA.

C. TIME OF PERFORMANCE

ADECA retains the right to rescind all or any part of funds committed by this Agreement and the "Letter of Conditional Commitment." Such right may be exercised if action or the lack of action, by the Recipient indicates that the proposed activities are not progressing according to the "Local Program Implementation Schedule" submitted to ADECA with respect to the Letter of Conditional Commitment.

The Recipient by execution of this Agreement certifies that the Recipient will implement proposed activities substantially in compliance with the "Local Program Implementation Schedule" and failure to do so may affect Recipient's continuing capacity in future funding decisions.

D. COMPENSATION

ADECA agrees to pay to the Recipient a sum on a cost incurred basis, not to exceed the total of **\$335,827.87** for the services contained in this Agreement, upon the terms of this Agreement set forth in Paragraph L.

E. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Recipient shall violate any of the covenants, agreements or stipulations of this Agreement, ADECA shall thereupon have the right to terminate or suspend this Agreement by giving written notice to the Recipient of such termination or suspension and specifying the effective date thereof, at least five days before such effective date. (In the event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Recipient under this Agreement shall, at the option of ADECA, become its property.) The Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

F. TERMINATION OF AGREEMENT

ADECA or Recipient may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph E above shall, at the option of ADECA, become its property. If the Agreement becomes terminated by ADECA as provided herein, the Recipient will be paid an amount which bears the same ratio to the total compensation as the satisfactory services actually performed bear to the total services of the Recipient covered by this Agreement, less payments as compensation previously made. Provided however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the Recipient shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Recipient during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the Recipient, Paragraph E hereof, relative to termination, shall apply.

G. CHANGES

ADECA may, from time to time, request changes in the scope of the services of the Recipient to be performed hereunder. Such changes including any increase or decrease in the amount of the Recipient's compensation, which are mutually agreed upon by and between ADECA and the Recipient, shall be incorporated in written amendments to this Agreement.

Notwithstanding the above, ADECA may, from time to time, approve a revision to the CDBG program budget without a formal written amendment to this Agreement. However, for this revision to be valid, it shall be on a standard "CDBG Budget/Final Financial Report" form and carry the signature of the ADECA Director or his assignee. In no case, shall the revision to the budget change the total grant amount identified in Subpart D without a formal amendment.

H. INTEREST OF MEMBERS OF ADECA AND OTHERS

1. No officer, member or employee of ADECA who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall: (a) participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which

he is directly, or indirectly interested; or, (b) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

2. No member of, or delegate to, the Congress of the United States of America and, no Resident Commissioner shall be admitted to any share or part thereof or to any benefit to arise there from.

I. ASSIGNABILITY AND INTEREST OF THE MUNICIPALITY

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

The Recipient covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Recipient further covenants that in the performance of this Agreement no person having any such interest shall be employed.

J. APPLICABLE FEDERAL AND STATE LAWS

The Agreement is subject to the regulations of the Department of Housing and Urban Development, 24 CFR Part 570, Subpart I, as published for effect and as may be amended from time to time.

Incorporated herein as part of this Agreement are the Certification and Assurances signed by the Recipient as part of the Application for State Community Development Block Grant Funds.

The Agreement further renders the Recipient responsible for compliance with all applicable Federal or State laws, Executive Orders, and Regulations in administering funds provided under this Agreement. Such Laws, Executive Orders, and Regulations include but are not limited to the following:

1. Public Law 88-352 (Title VI of the Civil Rights Act of 1964) and HUD Regulations to further the Act which are contained in 24 CFR Part I.

2. Public Law 90-284-Title VIII of the Civil Rights Act of 1968, amended by the Community Development and Housing Act of 1974 to include prohibition against discrimination based on sex. The Fair Housing Law provides protection against discrimination based on race, color, religion, sex, or national origin.

3. Executive Order 11063 as amended by Executive Order 12259 to provide for Equal Opportunity in Housing. HUD Regulations contained in 24 CFR part 107.

4. Section 109 of the Housing and Community Development Act of 1974, as amended to incorporate provisions of the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973.

5. Section 110 of the Housing and Community Development Act of 1974, as amended, which requires compliance with the Copeland "Anti Kickback" Act (18 U.S.C. 874); the Davis-Bacon Act (40 U.S.C. 276a-276a-7); the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), Sections 103 and 107; and Department of Labor Regulations 29 CFR, Parts 1,3, and 5).

6. Section 104(P) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 and with other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the Act are specified in regulations issued pursuant to the Section 104(f) of the Housing and Community Development Act of 1974 and are contained in 24 CFR Part 58. (The Recipient is obligated to assume responsibility for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of the Department of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended).

7. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended (P.L. 100-17) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Executive Order 11246 regarding equal employment opportunities in construction contracts.

9. The Hatch Act (5 U.S.C. 1501 et. seq.) regarding political activity by public employees.

10. Section 3 of the Housing and Urban Development Act of 1968, amended 1969, as amended by Section 118 of Title 1, Community Development and Housing Act of 1974. Section 3 provides that to the greatest extent feasible training and employment opportunities shall be made available to lower-income residents of project areas and that contracts are awarded to small businesses located within the project area or owned in substantial part by project area residents. Compliance procedures have been established by the State through the recipient's Equal Opportunity Requirements Certification Review.

11. Section 401(b) of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831).

12. 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 and any State permitting requirements.

13. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (also known as the Common Rule) as adopted and modified by the Alabama Department of Economic and Community Affairs.

The Recipient is required to give access to ADECA, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Recipient which are directly pertinent to that specific contract for the purpose of making audit, examination, ADECA compliance monitoring examination, excerpts, and transcriptions.

The Recipient is required to keep all records for five years past notification by the State that the project has been closed out or all audit findings have been resolved whichever is longer.

14. Section 504 of the Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation, including employment; be denied program benefits; or be subjected to discrimination under any program or activity receiving federal funds.

15. The Recipient 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 as amended by Act No. 2012-491). 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.

16. *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. Therefore, all sub recipients, who meet this threshold, will be required to furnish this information to the division within ADECA, which

is funding the sub recipient agreement. Specific reporting processes will be provided by the applicable ADECA division to sub recipients. Active enrollment in the System for Award Management is a condition of payment.

It is the purpose of ADECA under this Agreement to provide to the Recipient Federal assistance in the form of Community Development Block Grant funds in order that the Recipient can provide certain assistance and services as described in this Agreement.

It shall be the responsibility of the Recipient to carry out the performance of the services described herein in a satisfactory and proper manner in accordance with all Federal, State, and local laws. It shall be the further responsibility of the Recipient to see that all contracts or subcontracts for said work are executed and performed in accordance with all applicable Federal, State and local laws.

ADECA shall not be liable for the failure on the part of the Recipient or any contractor or subcontractor on the project to perform all work in accordance with all applicable laws and regulations.

K. INCORPORATION OF SUBMISSIONS MADE UNDER THE LETTER OF CONDITIONAL COMMITMENT

The submissions made pursuant to the Letter of Conditional Commitment are incorporated into this Agreement by reference to said Letter. The Recipient by execution of this Agreement further certifies that:

1. Recipient has complied with all applicable requirements of 24 CFR Part 58 and the Recipient's Request for Release of Funds and Certification has been approved in writing by ADECA.
2. Recipient has consulted with other State agencies, as appropriate, and has obtained applicable permits and satisfies other conditions from those State agencies which have authority to review project applications and/or issue permits, or retain other responsibilities in regard to local or State projects.

L. METHOD OF PAYMENT

ADECA and the Recipient having agreed upon a total payment of CDBG funds of **\$335,827.87**:

1. ADECA agrees to reimburse the Recipient for expenditures incurred in the execution of activities stated herein not to exceed **\$335,827.87**.
2. The Recipient agrees to match the expenditures incurred in the execution of activities stated herein with matching cash or "in-kind" services as shown in the State approved (original or revised) "CDBG Budget/Final Financial Report."

3. The Recipient agrees to adhere to the requirements of Treasury Circular 1075 with regard to the expeditious use of CDBG funds drawn down.

It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of **\$335,827.87** for all the services required and that all payments, if any, to be made hereunder shall be subject to and dependent on the availability of Federal funds awarded to ADECA for the program purposes herein stated.

M. SUSPENSION OF PAYMENTS UNDER THIS AGREEMENT

Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of the Alabama Department of Economic and Community Affairs, or in the event there is an amount owing to any division of the Alabama Department of Economic and Community Affairs, or an amount owing to the Federal government under any program administered by any division of the Alabama Department of Economic and Community Affairs that is not received in a reasonable and timely manner.

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

The Alabama Department of Economic and Community Affairs shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, government under any program administered by any division of ADECA that has not arranged a repayment schedule.

N. AUDIT REQUIREMENTS

The Recipient accepts the responsibility to provide for an annual audit at the conclusion of each fiscal year. The audit and subsequent report must meet the criteria established in the Office of Management and Budget (OMB) Circular No. A-133 and the ADECA AUDIT POLICY dated August 30, 1985, as revised through March 16, 1999.

This Agreement, authorized by the State of Alabama on **September 12, 2012** under the "Letter of Conditional Commitment" of State Community Development Block Grant funds for application/grant number **CY-CM-RR-12-005** is hereby accepted by the Applicant as Recipient under the Agreement; and the Recipient agrees to comply, and to accept responsibility for compliance by any public or private non-profit entity, local development corporation, or small business investment corporation carrying out grant activity on behalf of the Recipient with the terms and conditions of the Agreement,

applicable law, regulations and all requirements of the State or HUD, now or hereafter in effect, pertaining to the assistance provided.

Pursuant to Act 94-414, forward a copy of every audit report issued on the entity when the entity receives or disburses (or both) public funds as a result of this Contract to:

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

Additionally, forward one copy of the audit report to:

ADECA Audit Section
P.O. Box 5690
Montgomery, AL 36103-5690

O. 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 Contract 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 contract shall be deemed null and void. The 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 contract, 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 by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

P. DEBARMENT AND SUSPENSION

The Recipient is prohibited from using any contractor subcontractor that has been debarred, suspended, or otherwise excluded from participation in federal assistance programs (Executive Order 12459).

The Recipient 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 its 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

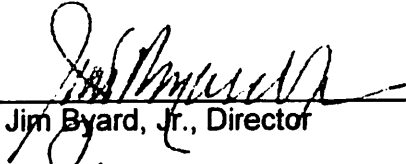
officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Recipient.

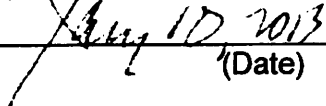
The Recipient certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Recipient shall immediately notify ADECA if any sub-contractor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

IN WITNESS WHEREOF, The Department and the Recipient have executed this Grant Agreement as evidenced by their signatures below:

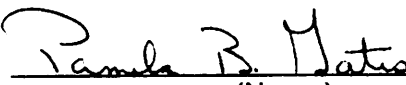
ADECA

Alabama Department of Economic
and Community Affairs

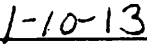

Jim Byard, Jr., Director


(Date)

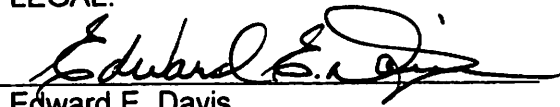
ATTEST:


(Name)


(Title)


(Date)

APPROVED AS TO FORM BY
LEGAL:


Edward E. Davis
General Counsel for ADECA

LOCALITY

Montgomery County Commission

Mayor/Chairman

(Date)

ATTEST:

(Name)

(Title)

(Date)



Robert Bentley
Governor

Department of Homeland Security

State of Alabama



Spencer Collier
Director

December 17, 2012

MEMORANDUM

TO: Derrick Cunningham
Montgomery County HS POC

FROM: Robert Ratliff
Assistant Director of Accounting and Grants

SUBJECT: Regional Exercise Grant Agreements

Enclosed is your grant agreement for the U.S. Department of Homeland Security (DHS) State Homeland Security Grant Program (SHSGP). Please read the agreement carefully, initial the bottom of each page, and sign pages 8 and 11. Return one original grant agreement to our office for processing, and retain one original grant agreement for your files.

The summary of the enclosed grant for a Regional Exercise is as follows:

<u>0CBS</u>	<u>\$22,967.00 (Regional Exercise Only)</u>
(Grant number)	(Amount/Purpose)

The conditions of this grant are as follows:

1. The date and details of the exercise must be reported to AEMA and ALDHS.
2. The exercise must be HSEEP compliant, including coordination with AEMA Exercise POC.
3. The grant period is non-negotiable.
4. All AARs and IPs must be completed and submitted with the final claim no later than June 30, 2013.
5. All items purchased for the Regional Exercise must meet allowability criteria established by the Allowable Equipment List (AEL) and the HSGP grant guidance.
6. In order for food to be an allowable item the following must be submitted with the final claim:
 - a. A completed sign-in sheet.
 - b. An agenda (including times).
 - c. An itemized food receipt/invoice.

(Note: The time frame for the exercise cannot begin or end with the meal that is reimbursed with grant funds.)
7. All Counties in your Region must participate on the Exercise Planning Committee in order to receive credit for this exercise.

Spending is not authorized until a budget detail worksheet has been approved and one original, signed copy of the grant agreement has been returned. Once the signed grant agreement is received at ALDHS, and a final detailed budget is approved, you will receive an email notification authorizing the expenditure of grant funds.

If you have any additional questions or concerns, please contact the Grant Program Manager for your County, Debbie Link or Terisa Rigby. Thank you for your continued support and hard work.

Sincerely,

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

Robert Ratliff
Assistant Director of Accounting and Grants

cc:

Each HS POC in Region
AEMA Regional Coordinator
Regional LE POC
AMAS Advisory Committee

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

1. Grantee Name & Address: Montgomery County Sheriff's Office 115 S. Perry St Montgomery, AL 36104-4243		2. Issuing Office & Address: Alabama Department of Homeland Security PO Box 304115 Montgomery, AL 36130-4115	
3. FY 2010	4. Amount of: Federal: \$22,967.00 Total: \$22,967.00	5. Effective Dates Begin: 12/1/2012 End: 6/30/2013	6. Grant Number: 0CBS

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub-grantee, the Alabama Department of Homeland Security is herein referred to as AL DHS, and FY 2010 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 AL DHS and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the sub-grantee has not expended the amount of federal funds that would require a compliance audit. The sub-grantee agrees to accept these requirements.

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

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

5. **Project Implementation:** The sub-grantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR).
6. **Written Approval of Changes:** Any mutually agreed upon changes to this sub-grant must be approved, in writing, by AL DHS 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 related financial matters, including personnel and travel costs. Subgrantees must comply with the provisions in this guide. This guide has been distributed by AL DHS 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 normally 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 subgrantees approved project plan and budget. Items must be in the sub-grantee's approved grant budget and documented in the budget detail worksheet in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
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 approved in the AEL (Authorized Equipment List). Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, 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
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- 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; and,
- 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 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 AL DHS immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable and coordinated in advance with AL DHS.
- 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 annually 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 AL DHS logo and the above phrasing may be obtained by contacting the Alabama Department of Homeland Security.

15. Performance: This grant may be terminated or fund payments discontinued by AL DHS 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 AL DHS. In the event the sub-grantee fails to perform the services described herein and has previously received financial assistance from AL DHS, the sub-grantee shall reimburse AL DHS 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 AL DHS 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 AL DHS.

**COOPERATIVE GRANT AGREEMENT
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17. Americans with Disabilities Act of 1990 (ADA): The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the grant application, the sub-grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub-grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when AL DHS 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 AL DHS to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. AL DHS 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 AL DHS 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 AL DHS. 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 AL DHS at annual program briefings and documented/approved in budget detail worksheets. Specific provisions are provided below.

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**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 AL DHS. 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 (AL DHS) 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 (AL DHS). 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:** AL DHS 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 in this application or 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 FY12 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 FY12 homeland security grant funding.

a. County subgrantees of FY12 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 a County allocates or uses FY12 HS funding for a city, town or agency that is not NIMS compliant, then AL DHS will not be able to process the reimbursement request and it will be returned without action.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the 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 Department of Homeland Security (AL DHS) and must await formal approval of the worksheet in writing from AL DHS 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 AL DHS web site at www.homelandsecurity.alabama.gov. 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 sign-off 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 AL DHS 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 AL DHS 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 AL DHS.
- 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 AL DHS and documented/approved in budget detail worksheets. Additionally, subgrantees must provide to the SAA (AL DHS) 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: N/A.

CERTIFICATION BY COUNTY HOMELAND SECURITY 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 by the Applicant 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 subgrantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Derrick Cunningham
 Title: Chief Deputy
 Agency Address: 115 South Perry St. Montgomery, AL 36104
 Phone Number: (334) 832-1164
 Fax Number: (334) 832-7113
 Mobile Number: (334) 850-1329
 E-Mail Address: Derrick.Cunningham@mc-ala.org
 Signature: [Signature] Date: 1-17-13

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant 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 subgrantee; 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 AL DHS APPROVAL.**

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier
 Title: Director, Alabama Department of Homeland Security
 Signature: [Signature] Date: _____

Initial Here [Signature]

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

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

1. LOBBYING

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

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

NOTE: The audit or written certification must be submitted to AL DHS, *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 AL DHS, 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:



Montgomery Area Committee of 100
P. O. Box 79
Montgomery, AL 36101

Agenda

FEB - 4 2013

Invoice

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

Date	Invoice #
1/3/2013	554

Item Code	Description	Amount
Special Membership	Special Membership	500.00
Please remit upon receipt to: Montgomery Area Committee of 100 P. O. Box 79 Montgomery, AL 36101-0079		Total \$500.00

FEB - 4 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 12

DEPARTMENT: County Comm Appropriat REVIEWED: S. Thomas 1/25/2013
 DATE: 1/25/2013 Finance Director Date
 REQUESTED BY: Donald L. Mims APPROVED: _____
 Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Alabama Cattlemen's Assn	001-56125.488	0	7,500	7,500
Fund Balance	001.35900		-7,500	
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	7,500

JUSTIFICATION:

Appropriation to the Alabama Cattlemen's Association to provide funding for the Alabama Junior Beef Expo during the Southeastern Livestock Expo.

FEB - 4 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 13

DEPARTMENT: County Comm Appropriat REVIEWED: S. Thomas 1/29/2013
 DATE: 1/29/2013 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
Town of Hackleburg	001-59310.499	0	2,118	2,118
Miscellaneous Revenue	001-40000.47908	-90,000	-2,118	-92,118
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		-90,000	0	-90,000

JUSTIFICATION:

Donate funds received from the Town of Hackleburg for Montgomery County Sheriff's overtime back to the Town to assist in its recovery from the devastation it experienced from the April 27, 2011 tornado.

ORIGINAL

POSITION FILL REQUEST

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

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 Corrections Officer Trainee / Corrections Officer

Position Number 153

Proposed Effective Date January 21, 2013

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,393 Grade PCT
Corrections officer - \$42,093 PC1

D T Marshall Date January 10, 2013
Department Head DM

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

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

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: William R. Betts, District Maint. Supt.

1. 1/24/2013 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE County Road Equipment Operator III (0553)

POSITION NUMBER 620553007, Replacing Rodney W. Best

PROPOSED EFFECTIVE DATE February 18, 2013

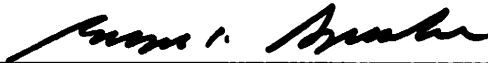
TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

(X) PROMOTION REGISTER () TRANSFER
(Department Only)

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE (S08) (\$26,301 - \$37,439) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions



DATE January 24, 2013

Department Head

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

DATE _____

Personnel Director

4. SELECTEE: _____

Date _____

Appointing Authority

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB - 4 2013

Request # 17

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

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: March 20, 2013 Return Date: March 21, 2013

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: to attend Course 3: Financial Administration (10 hrs)
Mandated County Commissioner Training

Traveler (s) Name: 1. Dan Harris 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$203.56 Advance Registration Required: \$190.00

Department Name: Administration Fund Name: General

Additional Comments: Registration - \$190.00; Mileage - \$13.56

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

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$203.56 and advance registration of \$190.00 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>\$12,451.95</u>	
Budget Available:	<u>\$10,048.05</u>	
Current Requests:	<u>\$203.56</u>	
Budget Balance:	<u>\$9,844.49</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/24/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB - 4 2013

Request # 18

Date: January 28, 2013
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: February 8, 2013 Return Date: February 8, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend 2013 PARCA Annual Meeting
"The Harbert Center"

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: \$163.96 Advance Registration Required: \$60.00

Department Name: Administration Fund Name: General

Additional Comments: Registration - \$60.00; Mileage - \$103.96

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

The above request is app. 01/28/13 reimbursement of actual and necessary expenses in the
approximate amount of \$163.96 and advance registration of \$60.00 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>\$12,451.95</u>	
Budget Available:	<u>\$10,048.05</u>	
Current Requests:	<u>\$367.52</u>	
Budget Balance:	<u>\$9,680.53</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/28/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB - 4 2013

Request # 4

Date: January 23, 2013
To: Donald L. Mims, Administrator
From: Didi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL
Departure Date: February 20, 2013 Return Date: February 20, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Blackbelt Meeting

Traveler (s) Name: 1. Didi Henry 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$56.50 Advance Registration Required: _____

Department Name: Public Affairs Dept Fund Name: Travel-Reg & Training

Additional Comments: Mileage - \$56.50

To: Didi Henry, Public Affairs Director
From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$56.50 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51130.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,500.00</u>
Approved Requests:	<u>\$167.50</u>
Budget Available:	<u>\$3,332.50</u>
Current Requests:	<u>\$56.50</u>
Budget Balance:	<u>\$3,276.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/24/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB - 4 2013

Request # 5

Date: January 23, 2013
To: Donald L. Mims, Administrator
From: Didi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL

Departure Date: March 20, 2013 Return Date: March 20, 2013

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Blackbelt Meeting

Traveler (s) Name: 1. Didi Henry 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$56.50 Advance Registration Required: _____

Department Name: Public Affairs Dept Fund Name: Travel-Reg & Training

Additional Comments: Mileage - \$56.50

To: Didi Henry, Public Affairs Director

From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$56.50 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51130.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,500.00</u>	
Approved Requests:	<u>\$167.50</u>	
Budget Available:	<u>\$3,332.50</u>	
Current Requests:	<u>\$113.00</u>	
Budget Balance:	<u>\$3,219.50</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/24/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB - 4 2013

Request # 3

Date: January 30, 2013
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: February 26, 2013 Return Date: February 27, 2013
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Attend Public Safety Leadership and Technology Training

Traveler (s) Name: 1. Lt. Linda Sanderson 4. Lt. Janice Roberson
2. Lt. Glenn Teal 5.
3. Lt. Marian Williams 6.

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

Total (est.) Cost: \$150.00 Advance Registration Required: \$0.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: Meals \$150

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

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

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>\$1,439.69</u>	
Budget Available:	<u>\$13,560.31</u>	
Current Requests:	<u>\$150.00</u>	
Budget Balance:	<u>\$13,410.31</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/31/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Agenda

FEB - 4 2013

Date: January 18, 2013
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Biloxi, Miss.

Departure Date: February 13, 2013 Return Date: February 15, 2013

Conference Leave (Days / Hours): 3 days

Purpose of Travel: 38th annual Juvenile Justice Symposium

Traveler (s) Name: 1. Brandi Alexander 4. _____
2. Patricia Boyd 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,000.00 Advance Registration Required: \$200.00

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

Additional Comments: _____

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

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,000.00 and advance registration of \$200.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52603.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$15,000.00</u>
Current Requests:	<u>\$1,000.00</u>
Budget Balance:	<u>\$14,000.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/24/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

FEB - 4 2013

Date: January 18, 2013
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Al.
Departure Date: February 27, 2013 Return Date: March 1, 2013
Conference Leave (Days / Hours): 3 days
Purpose of Travel: attend the Alabama Conference of Social Work

Traveler (s) Name: 1. Patricia Strickland 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Youth Facility Fund Name: 001-52604-265

Additional Comments: _____

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

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$500.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52604.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$594.00</u>	
Budget Available:	<u>\$4,406.00</u>	
Current Requests:	<u>\$500.00</u>	
Budget Balance:	<u>\$3,906.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/24/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

FEB - 4 2013

Date: January 28, 2013
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

[Signature]

Request approval to be granted for the following:

Destination: Birmingham, AL

Departure Date: June 13, 2013 Return Date: June 13, 2013

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: 2013 Workers' Compensation Seminar for Continuing Education

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

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

Total (est.) Cost: \$193.96 Advance Registration Required: \$90.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Registration - \$90.00; Mileage - \$103.96

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$193.96 and advance registration of \$90.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$3,741.28</u>	
Budget Available:	<u>\$11,258.72</u>	
Current Requests:	<u>\$193.96</u>	
Budget Balance:	<u>\$11,064.76</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/29/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

FEB - 4 2013

Date: January 28, 2013
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL

Departure Date: October 24, 2013 Return Date: October 24, 2013

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: 2013 Workers' Compensation Seminar for Continuing Education

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: \$193.96 Advance Registration Required: \$90.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Registration - \$90.00; Mileage - \$103.96

ALL COSTS WILL BE PAID FROM THE 2014 BUDGET

PREPAID REGISTRATION IN FY 2013 (007.15350)

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$193.96 and advance registration of \$90.00 is authorized.

To be completed by the Finance Department

Fund Code: 007-51120.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$15,000.00

Approved Requests: \$3,741.28

Budget Available: \$11,258.72

Current Requests: \$193.96

Budget Balance: \$11,064.76

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/29/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

FEB - 4 2013

Date: January 28, 2013
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Alexandria, VA

Departure Date: March 11, 2013 Return Date: March 12, 2013

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: To consider candidates for the PRIMA Board of Directors
"Public Risk Management Association"

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

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

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

Department Name: Risk Management Fund Name: _____

Additional Comments: *****ALL EXPENSES WILL BE PAID BY PRIMA*****

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$3,741.28</u>	
Budget Available:	<u>\$11,258.72</u>	
Current Requests:	<u>\$193.96</u>	
Budget Balance:	<u>\$11,064.76</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/29/2013

cc: Finance Director / Buyer

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Revised October 13, 2009

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Agenda

FEB - 4 2013

Date: January 22, 2013
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Embassy Suites Hotel, Montgomery, AL

Departure Date: February 21, 2013 Return Date: February 22, 2013

Conference Leave (Days / Hours): 1 1/2 days/12 hrs.

Purpose of Travel: Attend AL Society of Professional Land Surveyors Fiftieth Annual Membership Meeting and Workshop for Professionals

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: \$235.00 Advance Registration Required: \$235.00

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. 02/04/13 reimbursement of actual and necessary expenses in the approximate amount of \$235.00 and advance registration of \$235.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$5,000.00</u>
Approved Requests:	<u>\$1,590.00</u>
Budget Available:	<u>\$3,410.00</u>
Current Requests:	<u>\$235.00</u>
Budget Balance:	<u>\$3,175.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/24/2013

cc: Finance Director / Buyer

9-11

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB - 4 2013

Request # 4

Date: January 7, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: March 1, 2013 Return Date: March 1, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: On-line Seminar - Comparative Analysis

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: \$274.00 Advance Registration Required: \$274.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$137.00 per person

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

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$274.00 and advance registration of \$274.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$1,064.08</u>	
Budget Available:	<u>\$28,935.92</u>	
Current Requests:	<u>\$548.00</u>	
Budget Balance:	<u>\$28,387.92</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/10/2013

cc: Finance Director / Buyer

9-12

Revised October 12, 2006

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Agenda

FEB - 4 2013

Date: January 7, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: April 1, 2013 Return Date: April 1, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: On-line Seminar - Rates & Ratios: Making sense of GIMs, OARs, and DCF

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: \$274.00 Advance Registration Required: \$274.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$137.00 per person

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

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$274.00 and advance registration of \$274.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$1,064.08</u>	
Budget Available:	<u>\$28,935.92</u>	
Current Requests:	<u>\$822.00</u>	
Budget Balance:	<u>\$28,113.92</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/10/2013

cc: Finance Director / Buyer

9-13

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

FEB - 4 2013

Date: January 7, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: August 2, 2013 Return Date: August 2, 2013

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: USPAP 7-Hour Update Course

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: \$430.00 Advance Registration Required: \$430.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$215.00 per person

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$430.00 and advance registration of \$430.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>120-51985.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$1,064.08</u>
Budget Available:	<u>\$28,935.92</u>
Current Requests:	<u>\$1,252.00</u>
Budget Balance:	<u>\$27,683.92</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/10/2013

cc: Finance Director / Buyer

9-14

Revised October 12, 2006

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

FEB - 4 2013

Date: January 9, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL
Departure Date: March 15, 2013 Return Date: March 15, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Alabama Certified Appraiser Exam

Traveler (s) Name: 1. Calvin Johnson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$228.28 Advance Registration Required: \$90.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$90.00; round trip mileage of 112 @ .565 = \$63.28;
meals/ 1 day = \$75.00

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

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$228.28 and advance registration of \$90.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$1,064.08</u>	
Budget Available:	<u>\$28,935.92</u>	
Current Requests:	<u>\$1,480.28</u>	
Budget Balance:	<u>\$27,455.64</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/10/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB - 4 2013

Request # 8

Date: January 25, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: March 20, 2013 Return Date: March 22, 2013
Conference Leave (Days / Hours): 3 Day
Purpose of Travel: Auburn University Property Tax Education - "PT Exemptions and Abatements"
course

Traveler (s) Name: 1. Diane Jones 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$200.00

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

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$200.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$2,544.36</u>	
Budget Available:	<u>\$27,455.64</u>	
Current Requests:	<u>\$200.00</u>	
Budget Balance:	<u>\$27,255.64</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/28/2013

cc: Finance Director / Buyer

9-16

Revised October 13, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Agenda

FEB - 4 2013

Date: January 25, 2013
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hilton Garden Inn - 1600 Interstate Park Drive, Montgomery, AL
Departure Date: March 28, 2013 Return Date: March 28, 2013
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Organziation Skills For The Overwhelmed Seminar

Traveler (s) Name: 1. Caryn White 4. _____
2. Kimberley Long 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$398.00 Advance Registration Required: \$398.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$398.00 and advance registration of \$398.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$12,650.00</u>	
Approved Requests:	<u>\$11,000.88</u>	
Budget Available:	<u>\$1,649.12</u>	
Current Requests:	<u>\$398.00</u>	
Budget Balance:	<u>\$1,251.12</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/25/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 18

Agenda

FEB - 4 2013

Date: January 28, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL

Departure Date: May 21, 2013 Return Date: May 21, 2013

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: To Attend: Mandatory Professionalism Training Course 2013

Traveler (s) Name: 1. Chris Moore 4. _____
2. Shelley Pope 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$666.00 Advance Registration Required: \$458.00

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

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$666.00 and advance registration of \$458.00 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>\$45,000.00</u>	
Approved Requests:	<u>\$2,685.50</u>	
Budget Available:	<u>\$42,314.50</u>	
Current Requests:	<u>\$666.00</u>	
Budget Balance:	<u>\$41,648.50</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/29/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 19

Agenda

FEB - 4 2013

Date: January 30, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: February 15, 2013 Return Date: February 15, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Jury Instructional Committee Meeting

Traveler (s) Name: 1. Ellen Brooks 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$140.00 Advance Registration Required: \$0.00

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

Additional Comments: Ms Brooks would like the option of using either vehicle.

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

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$140.00 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>\$45,000.00</u>
Approved Requests:	<u>\$2,685.50</u>
Budget Available:	<u>\$42,314.50</u>
Current Requests:	<u>\$806.00</u>
Budget Balance:	<u>\$41,508.50</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/30/2013

cc: Finance Director / Buyer

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MEMORANDUM OF AGREEMENT

THIS AGREEMENT, entered into on this 1st day of October, 2012, by and between the ALABAMA STATE DEPARTMENT OF EDUCATION (SDE) and the Montgomery County Commission for HELPING MONTGOMERY FAMILIES INITIATIVE, PO Box 1667, Montgomery, AL 36102-1667 is in accordance with the resolution by the Alabama State Board of Education on September 19, 1967, authorizing the State Superintendent of Education to enter into various contracts and has the following stipulations:

Montgomery County Commission for HELPING MONTGOMERY FAMILIES INITIATIVE agrees to use the funds granted through this agreement for at-risk services to assist at-risk youth in the city

The SDE agrees to provide \$35,000.00 from 100% state funds, fund number 277800-13-007000-160096. State bid law procedures must be followed regarding material purchases made with these funds. The full amount will be advanced upon execution of this contract by signature of the authorized officials. Any funds not disbursed/obligated by September 30, 2013, must be refunded to the Department of Education. A final expenditure report must be submitted by October 31, 2013. It is understood that there is no entitlement to any state merit system benefits to anyone working under this agreement.

The total amount of this agreement shall not exceed \$35,000.00.

Funds will not be expended for social entertainment activities, awards, or other activities for which state funds could not be approved.

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 XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract 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 contract shall be deemed null and void. The 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 contract, 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 by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

This agreement is subject to termination in the event of proration of the fund from which payment under this agreement is to be made.

Neither party shall have the right to assign or transfer its rights or obligations under this agreement without the written consent of the other party.

This agreement shall not be subject to modification or amendment except by written agreement with the appropriate authorized signatures.

The State Superintendent through his designated representatives will sponsor and approve the purposes, administration and supervision of all phases of the service to be provided.

Montgomery County Commission for HELPING MONTGOMERY FAMILIES INITIATIVE agrees to retain and make accessible for audit original and supporting documents that substantiate direct (and indirect, if applicable) costs charged to this program for five years after final claim to the State Department of Education and, if applicable, until any audit exceptions are resolved. The resolution of any audit exceptions will be the responsibility of Montgomery County Commission for HELPING MONTGOMERY FAMILIES INITIATIVE.

Montgomery County Commission for HELPING MONTGOMERY FAMILIES INITIATIVE acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Montgomery County Commission for HELPING MONTGOMERY FAMILIES INITIATIVE shall not begin performing work under this contract until notified to do so by the State Department of Education. Montgomery County Commission for HELPING MONTGOMERY FAMILIES INITIATIVE is entitled to no compensation for work performed prior to the effective date of this contract.

It is agreed that funds provided by this agreement may be used for items normally allowed from state funds.

The period of this agreement is October 1, 2012 through September 30, 2013. Either party upon receipt of a thirty-day written notification may terminate this agreement.

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

ALABAMA STATE DEPARTMENT OF EDUCATION
ADMINISTRATIVE AND FINANCIAL SERVICES
Page Three

Contract No. X300442

ALABAMA STATE DEPARTMENT
OF EDUCATION

Montgomery County Commission

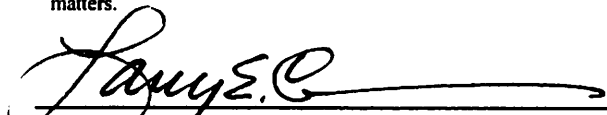
This contract has been reviewed for and is approved as to content.

Warren Craig Pouncey
Chief of Staff
Policy and Budget

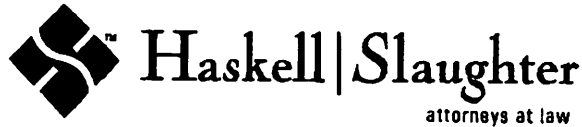
Mr. Elton Dean
Chairman

Thomas R. Bice
State Superintendent of Education

This contract has been reviewed for legal form and appears to comply with all applicable laws, rules, and regulations of the State of Alabama governing these matters.



Larry E. Craven
General Counsel for the State Department of
Education



MONTGOMERY OFFICE
305 South Lawrence Street • Montgomery, Alabama 36104
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www.hsy.com

1-16

MEMORANDUM
January 31, 2013

TO: Donnie Mims
FROM: Tommy Gallion
RE: Memorandum of Agreement with Alabama Department of Education
For Helping Families Initiative Program

I have reviewed your January 30, 2013 memorandum, copy of the letter from Rhonda Cape to Chairman Dean and the Memorandum of Agreement by and between Alabama State Department of Education and the Montgomery County Commission for Helping Montgomery Families Initiative. The period of this agreement is from October 1, 2012 through September 30, 2013 and the total amount of this agreement shall not exceed \$35,000. These monies are to be used exclusively for Helping Montgomery Families Initiative Program to help at-risk services to assist at-risk youth in Montgomery County.

While the terms of the dispute paragraphs are different from the standard which Montgomery County uses, it is my opinion that the 6th and 7th paragraphs in the MOA are the standard that the State uses in their agreements and are most probably not negotiable in that these are grant funds. Therefore I see no reason to ask for these paragraphs to be changed.

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.

50051-317
4723102_1

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2013-1

Department	Youth Facility	REVIEWED:	S. Thomas	1/24/2013
DATE:	1/24/2013		Finance Director	Date
REQUESTED BY:	Bruce R. Howell	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair & Maint. Buildings	001-52603-231	15,000	(5,000)	10,000
Drugs & Medical Supplies	001-52603-206	1,000	5,000	6,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		16,000	0	16,000

JUSTIFICATION:

Adjustments in regional detention budget to cover increased drug costs

DEPARTMENT: VAL PROBATE

SUPERVISOR: Malcolm Richard

- 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: 750-016-058
 PROPOSED EFFECTIVE DATE: 4 February 2013
 TYPE OF APPOINTMENT: x PERMANENT TEMPORARY
 RECRUITING:
 Promotional Transfer Transfer
x Open Competitive Register Reemployment
 PAY GRADE: A03 S1

APPOINTING AUTHORITY

1/15/13
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

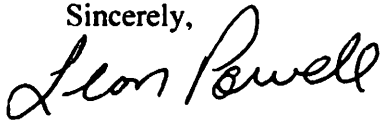
January 17, 2013

To Whom It May Concern:

I, Leon Powell, currently work in Support Services and I would like to formally request a transfer to the Sheriff's Department for the Service Maintenance I position. I would like to replace Chrissell Hamilton, Jr. who will be retiring at this end of this month.

Thank you for considering my transfer.

Sincerely,

A handwritten signature in cursive script that reads "Leon Powell". The signature is written in black ink and is positioned below the word "Sincerely,".

Leon Powell

POSITION FILL REQUEST

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

SUPERVISOR: D. Cunningham, Chief Deputy

Pay Grade **Pay Grade S01 - \$19,656 - \$27,980**

Date January 22, 2013

() Approved
() Disapproved

Funding Authority

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Date _____

Personnel Director

Date _____

Appointing Authority

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

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Tuesday, February 19, 2013, at 8:00 in the morning.

Ronald Z. Palma

Administrator

Elton N. Dean, Jr.

Chairman