

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
MAY 6, 2013

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:00 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS BY ADMINISTRATOR MIMS

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

DISCUSSION BY THE COMMISSION

Chairman Dean requested a \$250 miscellaneous appropriation from his account to the Successful Living Center, for the Adult Day Care Program for the low to moderate income elderly individuals that have dementia. Vice Chairman Harris and Commissioner Polizos requested a \$500 miscellaneous appropriation from each of their accounts for the same program. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Commissioner Dean informed the Commission of a request from Friendship Mission, Inc. Board Member Donna G. Cooper requesting funding for the Programs at the Friendship Mission North Montgomery Shelter for women and women with children. Chairman Dean requested a \$500 miscellaneous appropriation from his account for this program. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Chairman Dean requested a \$500 miscellaneous appropriation from his account to the City of Montgomery, to be used by BONDS to Lagos Del Sol Neighborhood Association, with funding to promote the Community Enhancement and Beautification Programs/Projects. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Chairman Dean reminded his fellow Commissioners to return the completed Performance Evaluation for County Engineer George Speake to City-County Personnel Director Barbara Montoya.

PRESENTATION BY REVENUE COMMISSIONER JANET BUSKEY

Revenue Commissioner Janet Buskey briefed the Commission regarding a Contract for Professional Services with Dominion Legacy, Inc., regarding the 2012 Tax Sale. After discussion, the Commission agreed to place this item on the next agenda.

Ms. Buskey briefed the Commission regarding a Position Fill Request for Revenue Branch Supervisor, Position Number 800120022. After discussion, the Commission agreed to place this item on the next agenda.

Commissioner Ingram requested that Ms. Buskey visit the Commission at their May 20, 2013, meeting and update them on revenue collections. The Commission and Ms. Buskey agreed.

Administrator Mims briefed the Commission regarding Budget Change Request Number 20 from County Commission Appropriations authorizing \$1,157 for a card reader system at the new East Revenue Office. He stated that this will electronically secure the room where the safe is located. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY CHIEF APPRAISER CLAY HENLEY

Chief Appraiser Clay Henley briefed the Commission regarding the issuance of a Request for Proposal for GIS/CAMA software to be used with the mapping, CAMA data and aerial photography and public facing website. The Commission agreed for Mr. Henley to move forward with the RFP.

PRESENTATION BY ADMINISTRATIVE ASSISTANT RHONDA CAPE AND JUVENILE DEPUTY DISTRICT ATTORNEY TIM TYLER WITH THE DISTRICT ATTORNEY'S OFFICE

Administrative Assistant Rhonda Cape and Juvenile Deputy District Attorney Tim Tyler with the District Attorney's Office briefed the Commission regarding a Grant Application to the Alabama Department of Economic and Community Affairs for a Juvenile Accountability Block Grant. Mr. Tyler informed the Commission that this grant would pay for a Juvenile Prosecutor for the Youth Facility. Ms. Cape noted that there is a 10% match of approximately \$7,500 from the County. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE R. HOWELL

Juvenile Court Administrator Bruce R. Howell briefed the Commission regarding an Agreement with The Bridge, Inc., for the Davis Program. He stated that there would be no funds required by the County. After discussion, the Commission agreed to waive rules and add this item to the next agenda.

Mr. Howell briefed the Commission regarding a Medicaid Rehabilitation Services Contract with the Alabama Department of Youth Services for the Davis Treatment Center. After discussion, the Commission agreed to waive rules and add this item to the next agenda.

Mr. Howell requested approval of Budget Change Request Number 2 for the Youth Facility. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mr. Howell briefed the Commission regarding a Position Fill Request for Juvenile Probation Officer I, Position Number 900304008. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Howell discussed the Juvenile Court Clerk Supervisor, Position Number 900316001. He stated that the City of Montgomery pays for one-half of the cost for the position. Administrator Mims noted that the Commission would have to approve this new classification of Juvenile Court Clerk Supervisor, Pay Grade A07. After discussion, the Commission agreed to place this item on the next Thursday Memo as a Waived Rules item.

PRESENTATION BY CHIEF DEPUTY DERRICK CUNNINGHAM

Chief Deputy Derrick Cunningham briefed the Commission regarding a Grant Application and Related Interlocal Cooperation Agreement with the City of Montgomery for the Edward Byrne Memorial Justice Assistance Grant for Fiscal Year 2013. He stated that a Public Hearing regarding Application to the Department of Justice would need to be held at the next Commission meeting. After discussion, the Commission agreed to place this item on the next agenda.

Chief Deputy Cunningham briefed the Commission regarding a Cooperative Agreement for the FY 2011 State Homeland Security Grant Program, Grant Number 1ETL. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Chief Deputy Cunningham briefed the Commission regarding a Grant Application to the U.S. Department of Justice for the COPS Hiring Program. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci briefed the Commission regarding a Master Agreement with Ingenuity, Inc., regarding Professional Services and Software Development. After discussion, the Commission agreed to place this item on the next agenda.

DISCUSSION BY THE COMMISSION

The Commission discussed the letter from Mayor Todd Strange regarding an executed Addendum to the Memorandum of Understanding regarding Joint Management Agreement for Information Technology, Telecommunications and Radio Functions, which contained one amendment. Also, the Commission discussed the Addendum to March 12, 2012, Memorandum of Understanding (MOU) that was previously on the April 1, 2013 Agenda for consideration and subsequently tabled for further discussion. The current MOU has the following provisions: (1) The CITO shall be supervised by the Montgomery County Commission and (2) The CITO shall

also coordinate his/her activities through the Chief of Staff/Deputy Mayor with the City of Montgomery. Administrator Mims noted that the MOU, which was on the April 1, 2013 agenda, contains the following provisions: (1) Six month City/County meetings to review priorities, (2) Implementation Plans of Goals/Projects are approved by the City and County, and (3) Coordination of activities of the CITO is accomplished by both the Deputy Mayor and County Administrator, which involves day to day operational activities. After discussion, the Commission agreed to place these items on the next Thursday Memo as General Information items for further discussion.

Chairman Dean and Vice Chairman Harris requested a \$250 miscellaneous appropriation from each of their accounts to the MacMillan International Academy for Humanities, Communications and Technology, for Principal's Discretionary Fund. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM COUNTY ATTORNEY THOMAS T. GALLION, III

County Attorney Thomas T. Gallion, III, discussed the Lagos Del Sol Neighborhood and stated that this neighborhood was a health hazard to the citizens. The Commission asked Administrator Mims to request an opinion from Mr. Gallion regarding moving forward with addressing this issue.

PRESENTATION BY MONTGOMERY CITY COUNCILMAN DAVID BURKETTE

Montgomery City Councilman David Burkette briefed the Commission regarding the David Burkette Co-Ed Basketball Camp, scheduled for June 10-14, 2013, and requested funding for the event. Chairman Dean, Vice Chairman Harris and Commissioner Polizos requested a \$500 miscellaneous appropriation from each of their accounts and Commissioner Ingram requested a \$250 miscellaneous appropriation from his account for this event. Chairman Dean expressed that he was appropriating funds for Commissioner Williams and himself. After discussion, the Commission agreed to waive rules and add these items to the agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE

County Engineer George C. Speake briefed the Commission regarding two Position Fill Requests for Master Auto Mechanic, Position Numbers 650592004 and 650592007. He stated that these position fill requests would be open and competitive and that, due to the number of recent retirements and anticipated resignation of one Master Auto Mechanic. He also explained that sufficient funding is available in the Engineering Department's current budget to cover costs associated with these position fill requests. After discussion, the Commission agreed to place these items on the next agenda.

COMMENTS FROM COUNTY ATTORNEY THOMAS T. GALLION, III

County Attorney Thomas T. Gallion, III briefed the Commission regarding a third party subpoena to testify at a deposition in a Civil Action case, United State of America vs. State of Alabama and Beth Chapman, Secretary of State, in her official capacity. Attorney Gallion stated

that the County could avoid the subpoena by producing the information requested regarding Federal elections. The Commission agreed to allow Attorney Gallion to produce the records.

PRESENTATION BY REGIONAL VICE PRESIDENT DERRIL STRICKLAND WITH GOODWYN, MILLS & CAWOOD, INC.

Regional Vice President Derril Strickland with Goodwyn, Mills & Cawood, Inc., briefed the Commission regarding Contract Amendment Number 1 to Agreement for Engineering Services with Goodwyn, Mills & Cawood, Inc., regarding preparation of plans and specifications for construction of water and sewer extensions at the Montgomery Industrial Park. He stated that the Amendment is for a boundary survey and platting of the 30 acre site for DAS North America, Inc. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Strickland informed the Commission that he would be presenting Amendment Number 1 to the Professional Services Contract with Goodwyn, Mills & Cawood, Inc., regarding the Industrial Park Boulevard Extension to serve the DAS Project Site at the Montgomery Industrial Park, at the next meeting.

DISCUSSION BY THE COMMISSION

The Commission discussed a Petition for Payment of an Incentive Abatement of City and County sales taxes and other taxes, in accordance with the Project Development Agreement entered into by and between Montgomery County Commission, City of Montgomery and Premier Kings, Inc. The Commission agreed to place this item on the Thursday Memo for further discussion.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR MITCHELL

Administrator Mims presented Budget Change Request Number 2 from the Personnel Department. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented a Bid Award to the second lowest bidder for Inmate Laundry Service, Bid Number 52200-13B-007. He noted that the lowest Bidder, to whom the bid was awarded, withdrew their bid. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented Amendment Number 2 to Contract with Pro Movers & Storage regarding delivery of equipment to voting locations. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Amendment Number 3 to Contract with Haynes Ambulance of Alabama, Inc., for renewal of emergency medical treatment and transportation services (Ambulance Services). After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Amendment Number 3 to Contract with Outdoor Obsessions for grass cutting services at various Montgomery County Parks. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Mitchell presented Deductive Change Order Number 1 to Schneider Electric, in the amount of \$9,515 regarding Annex I – Family Court Renovation Project. After discussion, the Commission agreed to waive rules and add this item to 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 Commissioner Ingram.

The Pledge of Allegiance was led by Commissioner Polizos.

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.

OMNIBUS VOTE

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

As approved in the Omnibus Vote, Mr. Ingram made the motion to approve the Minutes of the Regular Meeting of April 1, 2013. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

As approved in the Omnibus Vote, Mr. Ingram made the motion to approve the Minutes of the Regular Meeting of April 15, 2013. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

County Administrator Mims presented the following memorandum requesting approval of the modification of the Minutes of the Regular Meeting of March 11, 2013 and presented the modification of these Minutes:

May 2, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Modification of the Minutes of the Regular Meeting of March 11, 2013

During the April 15, 2013, County Commission meeting, the Commission discussed modification of the Minutes of the Regular Meeting of March 11, 2013, and agreed to place these modified minutes on the next agenda.

I am requesting that the Commission approve this item.

Attachment

End of Memorandum

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
MARCH 11, 2013

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:06 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

RECESS TO EXECUTIVE SESSION

Vice Chairman Ingram made a motion to go into the Executive Session, based upon a letter from City of Montgomery Mayor Todd Strange, requesting the convening of an Executive Session to discuss the purchase or sale of property and matters of commerce and trade issue. The motion was seconded by Commissioner Williams and unanimously approved by each Commissioner openly giving their individual vote. Administrator Mims noted that all five County Commissioners were present~~ed~~ and stated that the Commission would recess to the Information Session immediately following the Executive Session. Chairman Dean recessed the Information Session to the Executive Session. (Letter from Mayor Todd Strange and a Checklist for Conducting Lawful Executive Sessions, Pages 30-1 and 30-2, are attached to these minutes)

RECESS TO INFORMATION SESSION

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

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS BY ADMINISTRATOR MIMS

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

The meeting was opened with prayer led by Commissioner Williams.

The Pledge of Allegiance was led by Commissioner Polizos.

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.

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 6, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – APPROVED SUPPORT FOR A BILL THAT WOULD PROPOSE AN AMENDMENT TO AMENDMENT NO. 852 TO THE CONSTITUTION OF ALABAMA OF 1901, NOW APPEARING AS SECTION 6.70, LOCAL AMENDMENTS, MONTGOMERY COUNTY, OFFICIAL RECOMPILATION OF THE CONSTITUTION OF ALABAMA OF 1901, AS AMENDED, TO ALLOW THE COUNTY COMMISSIONERS OF MONTGOMERY COUNTY TO PARTICIPATE IN THE EMPLOYEES’ RETIREMENT SYSTEM AND TO PROVIDE FOR A RETROACTIVE EFFECT

The Administrator requested approval of support for a bill that would propose an amendment to Amendment No. 852 to the Constitution of Alabama of 1901, now appearing as section 6.70, local amendments, Montgomery County, official recompilation of the Constitution of Alabama

of 1901, as amended, to allow the County Commissioners of Montgomery County to participate in the employees' retirement systems to provide for a retroactive effect.

Commissioner Ingram explained to the audience that the Commissioner's get paid more than enough, along with being provided a cell phone, and health and life insurance. He said that part-time commissioners should not receive retirement and that it will cost the tax payers money. He stated that he does not support this bill and asked that the Commission not support it at this time. Chairman Dean told Commissioner Ingram that that is all good for the news and TV cameras. He stated that there are 15 to 16 counties that don't have retirements. Commissioner Williams noted that he supports the bill but he is already a state retiree. Vice Chairman Harris added that he has done some ~~investigative work~~ research regarding this issue and that 50 out of 67 counties have Commissioners who are part-time and participate in the retirement plan. He informed everyone that Montgomery County is the largest county that does not participate. He said that ~~the Commissioners will get only 10% of the small salary that they receive as their retirement pay~~ the counties portion is 10% of the small salaries that we receive, which is not a huge benefit. This will just go along with other counties in Alabama. Commissioner Ingram said that some of the counties have full-time Commissioners. He stated that he would like to see people run for Commissioner from their heart and not for the benefits, and added that the Board of Education does not receive retirement. Chairman Dean stated that he didn't run for the benefits and that making that statement insinuates that we do not care. He said that he and Commissioner Williams have been on the Commission since the year 2000. Commissioner Ingram explained to Chairman Dean that he was not talking about the current Commissioners; that this Commission is a good team. He explained that he was referring to future people running for Commissioner. Chairman Dean stated that there are only two counties that have full-time Commissioners, Jefferson and Mobile Counties. He informed the audience that the Commission is not asking for a raise.

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Mr. Williams. Chairman Dean, Vice Chairman Harris and Mr. Williams voted in favor of the motion. Mr. Ingram and Mr. Polizos voted in opposition and the motion carried. (Copy of a Bill to be Entitled an Act, Agenda Pages 1-1 through 1-4, is attached to these Minutes.)

PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY – CARRIED OVER
CONSIDERATION OF BOARD MEMBER REAPPOINTMENT

The Administrator presented the following memorandum:

February 14, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
 County Administrator

SUBJECT: Pike Road Volunteer Fire Protection Authority Board Member Reappointment

On March 1, 2013, the term of Mr. Ty Glassford will expire as a board member of the Pike Road Volunteer Fire Protection Authority. Mr. Glassford has expressed his desire to be reappointed to this Authority.

I am requesting that the Commission consider approval of this reappointment.

End of Memorandum

Mr. Ingram made a motion to carry this item over to the next meeting. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 2-2, is attached to these Minutes.)

End of Modification of March 11, 2013 Minutes

As approved in the Omnibus Vote, Mr. Ingram made the motion to approve Modification of the Minutes of the Regular Meeting of March 11, 2013. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

County Administrator Mims presented the following memorandum requesting approval of the modification of the Minutes of the Regular Meeting of March 18, 2013, and presented the modification of these Minutes:

May 2, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Modification of the Minutes of the Regular Meeting of March 18, 2013

During the April 15, 2013 County Commission meeting, the Commission discussed modification of the Minutes of the Regular Meeting of March 18, 2013 and agreed to place these modified minutes on the next agenda.

I am requesting that the Commission approve this item.

Attachment

End of Memorandum

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
MARCH 18, 2013

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:07 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS BY ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees.

PRESENTATION BY PRESIDING CIRCUIT JUDGE CHARLES PRICE, CIRCUIT JUDGE JOHNNY HARDWICK AND CIRCUIT JUDGE EUGENE REESE

Presiding Circuit Judge Charles Price, Circuit Judge Johnny Hardwick and Circuit Judge Eugene Reese updated the Commission regarding the Public Defenders' office space. Judge Price stated that the Knox House has sufficient space and great location, but he would be open to other office space options that the County may have. Judge Reese explained that he had requested information from the State of Alabama regarding funding for the Public Defenders' Office and has not received a response. He stated that he is withdrawing his support until funding issues are completely resolved. Chairman Dean stated that the County would look at a space utilization plan and that the Judges could continue to look at the funding issues. The Commission and the Judges agreed.

PRESENTATION BY PROBATE JUDGE STEVEN L. REED AND ASSISTANT CHIEF PROBATE CLERK MALCOLM RICHARD

Probate Judge Steven L. Reed briefed the Commission requesting an Irregular Step Increase from A06, Step 1 to A06, Step 7 for Confidential Administrative Assistant, Thomas J. Bell, III. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims briefed the Commission regarding a letter from Lakeview Baptist Church Pastor Paul Hubbard requesting that Montgomery County secure a new polling location. He also presented a letter from Huntingdon College Senior Vice President Jay A. Dorman requesting the voting precinct be moved from 3139 Jim Wilson Loop East back to 1125 East Fairview Avenue. Administrator Mims noted that he would review the request and report back to the Commission.

Mr. Ingram made a motion to approve the request, effective the next full pay period. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of

Montgomery County Administrative Pay Plan Effective October 8, 2007, Agenda Page 17-2, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Commissioner Ingram told the audience good morning and thanked them for attending today's meeting. He stated that this Commission is working well together and that the Probate Judge is doing a great job. He added that it is a great day to be in Montgomery County. He also recognized Sheriff D.T. Marshall and told him that it was good to see him.

Commissioner Williams wished everyone a good morning and added that it is a pleasure to work with this Commission. He noted that there has been much done today for Montgomery County and that it is great to be a part of the history-making of Montgomery County. He added that the Commission is doing good works with the Youth Facility. Commissioner Williams recognized Montgomery County citizen Mr. Clifford Hunter and thanked everyone for coming to today's meeting.

Commissioner Polizos told the audience good morning. He stated that the St. Jude Pirates are a nice group of young men who are sharply dressed. He said he was proud of them and that they will be successful in life. He added that we have some good kids here in Montgomery County.

Chairman Dean expressed his appreciation for everyone in attendance at today's meeting. He stated that the Commission works well together and that is how we serve the citizens of Montgomery County. He said that he appreciates the way the administrators and department heads are managing their departments. He explained that the Commission does a lot in Montgomery County and that there are a lot of things to come. He added that he believes Montgomery is the number one county in the state. He told everyone to keep up the good work.

Vice Chairman Harris said that it was good to see that the number of attendees has increased. He stated that the St. Jude Pirates are a wonderful looking group of men. He said that this is an exciting time for Montgomery County and that the County is going through growth. He added that this Commission is working more progressively; that it is a great team of leaders, and thanked everyone for their support. He explained that the Commission will do everything they can to give everyone everything they need to do their jobs.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

End of Modification of March 18, 2013 Minutes

As approved in the Omnibus Vote, Mr. Ingram made the motion to approve Modification of the Minutes of the Regular Meeting of March 18, 2013. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

End of Omnibus Vote

CONSENT AGENDA

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

Mr. Polizos made a motion to approve the Accounts Payable and Payroll Checks, as presented by the Administrator. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 8, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – APPROVED MODIFICATION NUMBER 1 TO 2012 WEATHERIZATION GRANT AGREEMENT NUMBER DOE-028-12

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

April 23, 2013

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

Dear Mr. Mims,

RE: Modification No. 1
Grant No.: DOE-028-12

Please find attached Modification No. 1 for Grant No. DOE-028-12. I am requesting the Commission's approval of this modification at their May 6th meeting.

Please have both originals signed, witnessed, and returned to CARPDC. One original will be kept with the grant reports at CARPDC and the other submitted to ADECA-ED. Also enclosed is an agreement form (two copies) that must be signed and returned as well. After execution retain a copy for your files.

If you have any questions or I may be of any assistance, please contact me at 262-4300.

Sincerely,

/s/ Greg Clark
Executive Director

Enclosure

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 Letter and Modification to Grant Agreement, Agenda Pages 1-2 through 1-4, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED CONTRACT WITH CAVANAUGH MACDONALD CONSULTING REGARDING AN ACTUARIAL STUDY FOR OTHER POST-EMPLOYMENT BENEFITS (WHICH INCLUDES RETIREE HEALTH INSURANCE AND LIFE INSURANCE BENEFITS)

The Administrator presented the following memorandum from Risk Manager Scott Kramer:

May 2, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Scott Kramer, Risk Manager
SUBJECT: Consideration of GASB 45 Actuarial Study

Every two years, in accordance with GASB 45 (Governmental Accounting Standards Board), an actuarial study is required to determine the County's OPEB (other post employment benefits) liability. This liability is comprised of retiree healthcare and life insurance benefits. The last study was performed two years ago at a cost of \$9,200 by Cavanaugh MacDonald Consulting. I am recommending this same vendor complete this actuarial study, and I would anticipate the same approximate cost.

I have enclosed the professional services agreement to be placed on the agenda of the next Commissioners meeting for their consideration.

cc: John A. Mitchell, Sr.
Deputy County Administrator

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Professional Services Agreement and Attorney Gallion's Opinion, Agenda Pages 2-2 through 2-14, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH G & K SERVICES INC., FOR A THREE MONTH CONTRACT EXTENSION FOR UNIFORM RENTAL

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

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Pat Silas, Purchasing Manager
DATE: April 8, 2013
SUBJECT: Amendment No. 1 to Contract No. 51901-10C-008, Uniform Rental

Request approval of Amendment No. 1 to Contract No. 51901-10C-008, Uniform Rental, extending the contract for a three (3) month period, be placed on a future agenda for the County Commission meeting. (copy of spread sheet attached)

There will be no price increase during this extended period.

Attachment

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Amendment No. 1, Agenda Page 3-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

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

May 6, 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-2013-93: Montgomery Sunrise Foundation, Inc., for Grants Program - \$1,000; (Harris-\$500 and Ingram-\$500)

NC-2013-93: Alabama Cooperative Extension System, for the 2013 Successful Aging Initiative Conference - \$500; (Polizos)

NC-2013-94: BOE, McKee Pre-K Center, for Teacher's Appreciation Luncheon - \$300; (Harris)

NC-2013-95: BOE, Brewbaker Intermediate School, for Teacher's Appreciation Week and Luncheon - \$500; (Harris-\$250 and Ingram-\$250)

NC-2013-96: BOE, Dunbar-Ramer School, for Athletic Department - \$500; (Ingram)

End of Memorandum

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

C-2013-94: Successful Living Center, for the Adult Day Care Program for the Low to Moderate Income Elderly Individuals that have Dementia - \$1,250; (Dean-\$250, Harris-\$500 and Polizos-\$500)

C-2013-95: The Montgomery Achiever's Hall of Fame, Inc., for David Burkette Co-Ed Basketball Camp - \$1,750; (Dean-\$500, Harris-\$500, Ingram-\$250 and Polizos \$500)

C-2013-96: Friendship Mission, Inc., for Programs at the Friendship Mission North Montgomery Shelter for Women and Women with Children - \$500; (Dean)

NC-2013-97: City of Montgomery, to be used by BONDS to Lagos Del Sol Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500; (Dean)

NC-2013-98: BOE, MacMillan International Academy for Humanities, Communications and Technology, for Principal's Discretionary Fund - \$500; (Dean-\$250 and \$250-Harris)

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

ENGINEERING DEPARTMENT – APPROVED BID AWARD REGARDING CRUSHED STONE, BID NUMBER 53000-13B-011

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

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Pat Silas, Purchasing Manager
DATE: April 8, 2013
SUBJECT: Invitation to Bid No. 53000-13B-011,
Crushed Stone

Request approval of award on the above referenced Invitation to Bid to low bids, item by item, Southeast Materials, Items 1, 2, 3, 4, and 8; Dunn Construction, Items 5, 6, and 7; and APAC, Items 9, 10, and 11, be placed on a future agenda for the County Commission meeting. (copy of spread sheet attached)

Award of all items will be based on unit pricing.

This will be an award for a one (1) year contract with the option to renew for an additional two (2) years, in one year periods. A price escalation may be allowed after the first year but shall not exceed 5% per year.

Coordination of award made with Mr. George C. Speake, County Engineer.

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 Spreadsheet, Agenda page 5-2, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS FOR TWO
CORRECTIONS OFFICER TRAINEE/CORRECTIONS OFFICER, POSITION NUMBERS
015 AND 175

The Administrator presented the following memorandum:

May 2, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Detention Facility

During the April 15, 2013 County Commission meeting, the Commission agreed to place the following Position Fill Requests on the next agenda for the Detention Facility:

- (1) Corrections Officer Trainee/Corrections Officer, Position Number 015
- (2) Corrections Officer Trainee/Corrections Officer, Position Number 175

I am requesting approval of these items.

Attachments

End of Memorandum

Mr. Ingram made a motion to approve the requests. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 6-2 and 6-3, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUEST FOR A DEPUTY SHERIFF
TRAINEE/DEPUTY SHERIFF, POSITION NUMBER 045

The Administrator presented the following memorandum:

May 2, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Request for Sheriff's Office

During the April 15, 2013 County Commission meeting, the Commission agreed to place a Position Fill Request for Deputy Sheriff Trainee/Deputy Sheriff, Position Number 045 on the next agenda for the Sheriff's Office.

I am requesting approval of this item.

Attachment

End of Memorandum

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

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUEST FOR A CIVIL ENGINEERING TECHNICIAN II, POSITION NUMBER 640628020

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

April 10, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Position Fill for Civil Engineering Technician II

It is requested that we be allowed to fill a vacant Civil Engineering Technician II position in our Construction Section. This is a critical position involved with bridge inspection, surveying, and construction plan preparation.

This position fill will be a promotion from within existing personnel and will not involve any new hires. Due to the number of recent retirements in our department, there is sufficient funding in the Engineering Department's FY 2013 budget to cover costs of this promotion. Thank you for your assistance with this matter.

Attachments

End of Memorandum

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

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUEST FOR A CIVIL ENGINEERING TECHNICIAN III, POSITION NUMBER 640629019

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

April 10, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Position Fill for Civil Engineering Technician III

It is requested that we be allowed to fill a vacant Civil Engineering Technician III position in our Construction Section. This is a critical position involved with bridge inspection, surveying, and construction plan preparation.

This position fill will be a promotion from within existing personnel and will not involve any new hires. Due to the number of recent retirements in our department, there is sufficient funding in the Engineering Department's FY 2013 budget to cover costs of this promotion. Thank you for your assistance with this matter.

Attachments

End of Memorandum

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

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

The Administrator presented the following memorandum:

May 2, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Request for Probate Judge's Office

During the April 15, 2013 County Commission meeting, the Commission agreed to place a Position Fill Request for Customer Service Clerk, Position Number 750016001 on the next agenda for the Probate Judge's Office.

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. Ingram and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 10-2, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (23)

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 23, 24, and 25
2. Information Systems	Request Number 5
3. Sheriff's Office	Request Numbers 18, 19, 21, and 22
4. Detention Facility	Request Numbers 6 and 7
5. Youth Facility	Request Number 15
6. Risk Management	Request Number 13
7. Appraisal Department	Request Numbers 10, 11, and 12
8. Personnel Department	Request Numbers 7 and 8
9. District Attorney's Office	Request Numbers 33, 34, 35, and 36
10. Revenue Commissioner's Office	Request Numbers 3 and 4

Mr. Ingram 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 11-1 through 11-23, are attached to these Minutes.)

OLD BUSINESS

COUNTY COMMISSION – APPROVED AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSAL (RFP) FOR INDEPENDENT FINANCIAL ADVISORY AND INVESTMENT SERVICES

The Administrator presented the following memorandum:

May 2, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Request for Authorization to issue an RFP for Independent Financial Advisory and Investment Services

During the April 1, 2013 County Commission meeting, Philip Dotts with The PFM Group, Public Financial Management, Inc., made a presentation regarding Independent Financial Advisory and Investment Services. The Commission agreed to place this item on the April 15, 2013 agenda.

During the April 15, 2013 County Commission meeting, the Commission voted in favor to carry this item over to the next agenda.

I am requesting authorization to issue an RFP for Independent Financial Advisory and Investment Services, which will allow The PFM Group and other firms to submit proposals to the County Commission for consideration.

End of Memorandum

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

WAIVED RULES

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

VARIOUS DEPARTMENTS – APPROVED BUDGET CHANGE REQUESTS (3)

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

DEPARTMENT

1. Personnel Department
2. Youth Facility
3. County Commission Appropriations

BUDGET CHANGE REQUESTS

- Request Number 2
Request Number 2
Request Number 20

Mr. Ingram made a motion to approve the budget change requests. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Budget Change Requests, Proposal and Email, Agenda Pages 13-1 through 13-5, are attached to these Minutes.)

YOUTH FACILITY – APPROVED AGREEMENT WITH THE BRIDGE, INC., FOR THE DAVIS PROGRAM

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

MEMORANDUM

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator
Date: April 30, 2013
Re: Youth Facility Contract Approvals

Please place the amended contract with The Bridge and the new contract with the Alabama Department of Youth Services regarding Medicaid payments on the formal agenda this Monday, May 6th. This has previously been discussed with the Commission in working session. Additionally, Mr. Tommy Gallion has approved the contract by separate memo.

Thank you for your consideration in this matter.

End of Memorandum

Mr. Polizos made a motion to approve Agreement with The Bridge, Inc. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Letter and Agreement, Agenda Pages 14-2 through 14-6, are attached to these Minutes.)

YOUTH FACILITY – APPROVED MEDICAID REHABILITATION SERVICES CONTRACT WITH THE ALABAMA DEPARTMENT OF YOUTH SERVICES FOR THE DAVIS TREATMENT CENTER

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

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell, Juvenile Court Administrator

Date: April 30, 2013

Re: Youth Facility Contract Approvals

Please place the amended contract with The Bridge and the new contract with the Alabama Department of Youth Services regarding Medicaid payments on the formal agenda this Monday, May 6th. This has previously been discussed with the Commission in working session. Additionally, Mr. Tommy Gallion has approved the contract by separate memo.

Thank you for your consideration in this matter.

End of Memorandum

Mr. Ingram made a motion to approve Medicaid Rehabilitation Services Contract with Alabama Department of Youth Services. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Letters and Contract, Agenda Pages 15-2 through 15-7, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE FY 2011
STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 1ETL

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

April 26, 2013

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

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

SUBJECT: Grant # 1ETL

Attached are two (2) original Cooperative Agreements regarding the 1ETL Grant. Please have Elton Dean sign the back page of both agreements and return both original agreements to my office. You can make a copy of these documents for your records but both originals must be

returned to me. It is imperative that both agreements be signed ASAP by Mr. Dean as the documents are time sensitive.

Please contact Christie at ext. 1339 as soon as they are signed and someone will pick up the documents from your office. Your assistance in this matter will be appreciated.

End of Memorandum

Mr. Williams made a motion to approve the Cooperative Agreement. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Cooperative Agreement, Agenda Pages 16-2 through 16-12, is attached to these Minutes.)

DETENTION FACILITY – APPROVED BID AWARD TO SECOND LOWEST BIDDER
FOR INMATE LAUNDRY SERVICE, BID NUMBER 52200-13B-007

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

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Pat Silas, Purchasing Manager
DATE: April 25, 2013
SUBJECT: Invitation to Bid No. 52200-13B-007,
Inmate Laundry Service

On March 18, 2013, Montgomery County Commission approved the award of the above referenced Invitation to Bid to the low bid of Cintas, based on a unit price of \$.30 per pound.

On April 24, 2013, Mr. Eric McCalpine of Cintas, sent an email to me requesting that Cintas be removed from the Inmate Laundry bid.

In view of the above, request that rules be waived and approval of award on the above referenced Invitation to Bid to the next low bid of CLS Service, the vendor who presently has the contract, in the amount of \$.60 per pound, based on unit pricing, be placed on the agenda for the County Commission meeting on May 6, 2013. (copy of spread sheet attached)

Attachment

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 17-2, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE FOR THE COPS HIRING PROGRAM

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

April 23, 2013

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

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

SUBJECT: COPS Grant

The Montgomery County Sheriff's Office is very interested in applying for a grant from the Justice Department under the COPS Hiring Program. The grant will cover 75% of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer over the three year (36 months) grant period. Montgomery County would provide a minimum 25% local cash match requirement and a maximum federal share of \$125,000 per officer position.

Your assistance in this matter will be appreciated.

End of Memorandum

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

COUNTY COMMISSION – APPROVED DEDUCTIVE CHANGE ORDER NUMBER 1 TO SCHNEIDER ELECTRIC, IN THE AMOUNT OF \$9,515 REGARDING ANNEX I – FAMILY COURT RENOVATION PROJECT

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

April 29, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Proposed Deduction Change Order #1 from Schneider Electric

Schneider Electric has submitted a proposed deduct Change Order # 1 in the amount of \$9,515.00. This credit is the result of labor materials not installed at Annex I. This equipment was installed by the contractors during renovation to the Family Court.

If the Commission has no objection to this change order, I would like to place it on the agenda for approval on May 20, 2013. I will be available to answer any questions during the Working Session on May 06, 2013.

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

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. (Copy of Deductive Change Order, Agenda Page 19-2, is attached to theses Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Ms. K.T. Brown spoke to the Commission and expressed appreciation for all they have done for the children. She explained that there are several locations where the children use to visit have been shut down. She stated that the children in Montgomery need places to go in order to keep them off the streets. She told the Commission that the fees are too high for the children to participate at Kershaw YMCA. Ms. Brown asked the Commission to rework their budget to help the children, and suggested putting restrictions on the money allocated to the Board of Education. She recommended opening a building to keep the children off the street. She informed them that there have been 22 homicides in Montgomery this year. She also suggested getting together with the City and the Board of Education to help get something done for the children. Ms. Brown stated that the 2014 Election is the quietest Election and explained that everyone needs to know and that they need information. She told the Commission that the citizens need to be educated on what needs to be done. She further informed them that suggestions were made about the front desks and the 10 to 15 minutes it takes to sign up for voting. She reiterated about the need to help the children because she had spoken to some boys asking them where they see themselves at 21, and they stated they don't expect to live that long. She told the Commission that we still need to educate them and not just let them run and play because they need mentors and heroes to look up to. She asked the Commission how much was appropriated to the David Burkette Co-Ed Basketball Camp that she is involved with and Chairman Dean told her \$1,750. Ms. Brown thanked the Commission.

Revenue Commissioner Buskey stated that Chief Appraiser Clay Henley will be having a presentation tomorrow morning at 9:00 in the Commission Chambers to the realtors, and anyone interested in finding out about the new software and how to use the maps and any information they need is welcome to attend.

Theresa Donohue, a resident of Ramer, addressed the Commission regarding concerns she has about the private road she lives on and that the postal service won't deliver and the Sheriff's office won't come unless it's an emergency. She explained that the road is around half mile long and has fourteen families living on it. Commissioner Ingram explained that there is nothing that they can do because it is considered a private road but he told Ms. Donohue that he would bring his own tractor down there to help and that the neighbors would have to provide the dirt and gravel. He suggested for her to talk to Theresa LeGrady about getting information to register with BONDS, and through that organization she should be able to get assistance. He also encouraged her to get the fourteen families together to come up with funding to help repair the road, and Ms. Donohue stated that not everyone could help financially. Commissioner Ingram thanked her for coming down and told her to call him because he would be glad to meet with her.

Assistant County Engineer James Kelley informed the Commission that that section of private road is actually located in Chairman Dean's district. Mr. Ingram stated again that he would be happy to assist them.

Commissioner Ingram thanked the audience for attending today's meeting. He thanked K.T. Brown for her initiative in helping the children and the citizens of Montgomery and stated that we need more people like you. He wished everyone to have a good week.

Commissioner Williams told the audience good morning and thanked them for attending today's meeting. He thanked K.T. Brown for everything she said and informed the audience that the Commission knows what condition the West Side of Montgomery is in. Commissioner Williams informed the audience that he is the Chairman of the Board of the Cleveland Avenue YMCA, and that they are having a Metro Meeting and he will try to raise money for the Summer Program. He explained that there are all kinds of sports to help keep the kids off the streets. He added that they are working to stop the violence.

Commissioner Polizos wished the audience a good morning and said that it is good to see everyone. He told them to enjoy this cool weather because the warm weather is coming.

Chairman Dean asked Parks and Recreation Superintendant James Williams to come to the podium to speak about what activities the County provides for the youth. Mr. Williams stated that there are summer programs for the children that start in June and run for nine weeks. He said that County Parks and Recreation partners with the Board of Education, City of Montgomery and the YMCA. He stated that they use several sites around the county for swimming, t-ball, baseball, arts & crafts, and more. He stated that they have a program in place called Reading on Wheels and added that these activities are diverse and structured.

Commissioner Ingram suggested organizing a 5K run downtown just for youth in school that would be sponsored by the Commission. He mentioned maybe partnering with the City and holding the run once or twice in the summer and getting around 2,000-3,000 youth involved. Mr. Williams stated that they also look at helping with the obesity in youth by trying to keep them active and away from the video games. Deputy Administrator John A. Mitchell, Sr., wanted to inform the audience that these programs are free for the children and is sponsored through the County.

Chairman Dean told the audience good morning and that it is a pleasure to see everyone. He informed them that the Commission takes care of a lot of business in a short period of time and puts a lot of thought into what the Commission does. He stated that he called Ms. Brown last week and had discussed everything she spoke about this morning. He added that there are a lot of areas closed down but that it is good to have the summer programs in place for the children. He told Ms. Donohue that he would have James Kelly from the Engineering Department drive him down to her area to see what she was talking about this morning. He stated that we need to stop saying what we can't do and that if there is a way to help the Commission will. He told her that she needs to join BONDS and added that it is a private road but we could help through BONDS.

Commissioner Williams stated that the County Commission gives Cleveland Avenue YMCA over \$80,000 a year.

Vice Chairman Harris welcomed everyone to the meeting. He told Ms. Brown that she is right on time with what she was saying this morning. He stated that it connects with something he has been working with different communities. He stated that he spoke at the Woodley Park Homeowners Association meeting and one of the main complaints was that the kids were in the streets playing basketball because there was nowhere else to play. He noted that there was no community center or recreational facility located in the communities of Woodley Park and Spring Valley. He added that there are vacant buildings everywhere. He said when he was younger that Montgomery had the best parks and recreation department in the country. He stated that he and Chairman Dean were planning to speak with the Mayor regarding the possibility of reviving the city's parks and recreation program. An idea that the Mayor has expressed some interest in. He said that we are investing everything into economic development but it's time to invest in our kids and do something to address the violence in Montgomery. He added that he is on the front line trying to drum up financial support. He told the audience that it is expensive to join the YMCA but that there is money available to help with the cost. He noted that there have been 22 murders in Montgomery and that stopping the violence by helping the children get off the street is his number one priority. He thanked everyone for attending today's meeting.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR MITCHELL

Administrator Mims presented a Bid Award for a pickup truck for the Forestry Commission, Bid Number 51950-13B-012, subject to receiving \$3,713 from Montgomery County Volunteer Fire Departments. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Budget Change Request Number 21 regarding funding for tourism development for the 2013 Buckmasters Expo. After discussion, the Commission agreed to place this item on the next Thursday Memo for further discussion and consideration of information from the Chamber of Commerce regarding lodging taxes from this event.

Deputy Administrator Mitchell presented a Position Fill Request for Clerk Typist II, Position Number 810012009, with the Tax and Audit Department. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals.

Administrator Mims presented the Revenue Reports for April 2013 from the Tax and Audit Department.

Administrator Mims noted the following funding requests:

New Requests for Funding

- Request from County Extension Coordinator Jimmy D. Smitherman with the Alabama Cooperative Extensions System requesting \$2,500 for the 2013 Successful Aging Initiative Conference. He noted that last year, Commissioner Polizos appropriated \$750 from his account for this event.

Previous Requests for Funding

- Request from Brewbaker Middle School requesting funding for the 5th Annual “Our Special Night” Special Needs Dance. He noted that last year, Commissioners Ingram, Williams and Wilson appropriated \$500 from each of their accounts for a total of \$1,500. After discussion, Chairman Dean requested a \$250 miscellaneous appropriation from his account and Commissioner Ingram requested a \$500 miscellaneous appropriation from his account for this event. The Commission agreed to place these items on the next agenda.
- Request from Founder & Executive Director Earnestine Woods with Have a Heart 4 Children requesting funding for the Summer Enrichment Program for Children with Special Needs (Last year, Chairman Dean and Commissioner Wilson appropriated \$500 from each of their accounts, Commissioner Williams appropriated \$200 from his account and Commissioner Ingram appropriated \$300 from his account for a total of \$1,500)
- Request from A-KEEP (Alabama-Korea Educational Exchange Program) requesting funding in the amount of \$10,000 for the Program. (During the March 18, 2013 Commission meeting, President Meesoon Han updated the Commission regarding A-KEEP and requested funding in the amount of \$10,000. Last year Commissioners Wilson and Polizos appropriated \$500 from each of their accounts and the Commission approved a Budget Change in the amount of \$2,500 for a total of \$3,500) After

discussion, Commissioner Polizos requested a \$500 miscellaneous appropriation from his account for this program. The Commission agreed to place this item on the next agenda.

- Request from Montgomery Public Schools Career Tech Department requesting Funding for and inviting the Commission to the Tenth Annual Career Tech Extravaganza
- Request from Principal Michael Gibbs with Sidney Lanier High School requesting Funding for the Football Program (They have a goal of \$9,000 but no particular amount was requested from the Commission)
- Request from Principal Natasha Starr with Brewbaker Intermediate School requesting Attendance and Funding in the amount of \$500 to purchase of food and other items for the Fourth Annual 100 Men for Education Day to be held April 11, 2013.
- Request from Montgomery Southern League Assistant Commissioner Calvin Nelson requesting Funding in the amount of \$2,500 for the Montgomery Southern League Dixie Youth Baseball and Softball Programs
- Request from Project Chairman Ed Grimes with Helicity of Montgomery, Inc requesting Funding for the Lagoon Park Trail Project (During the February 4, 2013 County Commission meeting, Founder Johnny Veres with Helicity Montgomery briefed the Commission regarding a proposed walking trail at Lagoon Park and requested funding for this project. Commissioner Polizos has appropriated \$5,000 from his account for this project)
- Request from Mr. Keith Johnson with the Council on Substance Abuse regarding funding for the Community Recovery Support Track (CREST) program. Commissioner Polizos has appropriated \$500 from his account for this program. (Presented during the February 4, 2013 County Commission meeting). After discussion, Commissioner Polizos requested a \$500 miscellaneous appropriation from his account for this program, and the Commission agreed to place this item on the next agenda.
- Request from National Multiple Sclerosis (MS) Society Alabama-Mississippi Chapter Vice President Andrew Bell regarding funding for the MS Society in the amount of \$5,000 for two programs. (Presented during the February 4, 2013, County Commission meeting)

After discussion, the Commission agreed to remove most of the previous funding requests from future Thursday briefing packets.

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

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry briefed the Commission upcoming events including Governor Bentley's Alabama Update Breakfast next Monday, May 13th, and an Eggs and Issues Breakfast with Congressman Mike Rogers on Thursday, May 30th.

COMMENTS FROM MANAGING DIRECTOR OF PUBLIC FINANCE CHRIS WILLIAMS AND VICE PRESIDENT OF PUBLIC FINANCE JONICE MARIE VANTERPOOL WITH STERNE AGEE

Managing Director of Public Finance Chris Williams with Sterne Agee introduced Vice President of Public Finance Jonice Marie Vanterpool to the Commission.

ADJOURNMENT

Commissioner Ingram made a motion to adjourn the meeting of the Montgomery County Commission on May 6, 2013, at 10:26 a.m. The motion was seconded by Commissioner Polizos and unanimously approved by the Commission.

05-06-13 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 04-19-13

Check Number	To	Check Number
234542		234613
Total Checks Paid		\$253,363.10

CHECK #	PAYEE	AMOUNT	DATE
234540	Regions Bank	\$ 1,507.31	04/16/13
234541	Stivers Ford Lincoln Mazda	\$ 23,004.00	04/17/13

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

05-06-13 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 04-19-13

Check Number	To	Check Number
234614		234700
Total Checks Paid		\$1,196,747.11

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

05-06-13 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 04-26-13

Check Number	To	Check Number
234702		234740
Total Checks Paid		\$253,784.99

CHECK #	PAYEE	AMOUNT	DATE
234701	Marshal DT/Sheriff Petty Cash	\$ 337.64	04/19/13

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

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 04-26-13

Check Number	To	Check Number
234741		234841
Total Checks Paid		\$241,645.46

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

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 05-03-13

Check Number	To	Check Number
234843		234905
Total Checks Paid		\$129,261.67

CHECK #	PAYEE	AMOUNT	DATE
234842	Ben Atkinson Motors, Inc.	\$ 27,979.00	04/30/13

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 05-03-13

Check Number	To	Check Number
234906		234981
Total Checks Paid		\$582,343.67

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
04/19/13

05/06/13 Meeting

Agenda

MAY - 6 2013

Payroll Check Number	115913	To	Payroll Check Number	116016	\$ 73,447.97
Direct Deposits					\$ 750,266.72
Payroll Check Number	116017	To	Payroll Check Number	116040	\$ 242,410.61
Direct Deposits					\$ 317,037.86
Federal Deposits					\$ 301,488.10
Total Payroll Paid					\$ 1,684,651.26

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

Agenda**MAY - 6 2013**

CHECKS ARE DATED
05/03/13

Payroll Check Number	116041	To	Payroll Check Number	116145	\$ 71,497.92
Direct Deposits					\$ 752,432.26
Payroll Check Number	116146	To	Payroll Check Number	116171	\$ 243,192.01
Direct Deposits					\$ 316,537.82
Federal Deposits					\$ 297,183.96
Total Payroll Paid					\$ 1,680,843.97

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

March 29, 2013

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

Dear Mr. Dean:

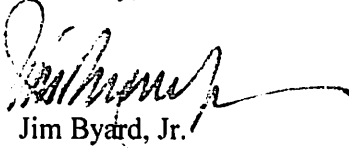
RE: Modification No. 1
Grant No.: DOE-028-12

Enclosed are two copies of the above-referenced Department of Energy Grant Modification.

Please sign and witness both copies and return one original to the Energy Division. Retain the other copy for your files. Also enclosed is an agreement form that must be signed and returned along with the grant modification.

If you have any questions, please call Willie Whitehead at (334) 242-5365.

Sincerely,


Jim Byard, Jr.
Director

JB/WW/ks

Enclosures

cc: Mr. ^{Greg}~~Gary~~ Clark, Executive Director

Grant Agreement No.: DOE-028-12
Modification No.: 1
Total Grant Amount: \$159,168.00

**MODIFICATION TO
2012 WEATHERIZATION GRANT AGREEMENT**

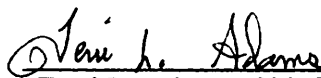
THIS MODIFICATION is entered into as of March 29, 2013, by and between the **ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS**, hereinafter called the "Department," and **MONTGOMERY COUNTY COMMISSION**, hereinafter referred to as the "Subgrantee." This modification amends **Grant Agreement No. DOE-028-12** dated on April 1, 2012.

1. **PURPOSE:** The purpose of this modification is to amend "**Paragraph 3: Duration**" and the relative attachments of the above-referenced Grant Agreement.
2. "**Paragraph 3: Duration**" is hereby amended to read as follows:
 - a. **Duration:** The Subgrantee shall commence performance of this Agreement on April 1, 2012, and shall complete performance to the satisfaction of the Department not later than March 31, 2014, and shall complete subgrant closeout procedures to the satisfaction of the Department not later than April 30, 2014.
3. All other terms and conditions not affected by this modification shall remain in full force and effect.

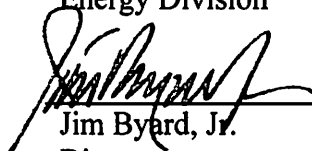
**IN WITNESS WHEREOF THE DEPARTMENT AND THE SUBGRANTEE HAVE
EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW:**

**ALABAMA DEPARTMENT OF
ECONOMIC AND COMMUNITY AFFAIRS**
Department

MONTGOMERY COUNTY COMMISSION
Subgrantee

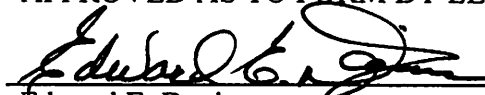
 March 27, 2013
Terri L. Adams, Chief Date
Energy Division

Authorized Official for Subgrantee Date

 March 28, 2013
Jim Byard, Jr. Date
Director

Subgrantee Witness Date

APPROVED AS TO FORM BY LEGAL:

 3/27/2013
Edward E. Davis Date
General Counsel for ADECA

TO: ANY JUDGE

**RE: GRANT NO: DOE-028-12
MODIFICATION NO: 1**

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

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

Authorized Official of **Montgomery County Commission**

PROFESSIONAL SERVICES AGREEMENT

for

Cavanaugh Macdonald Consulting, LLC

THIS CONTRACT is made and entered into between the Montgomery County Commission, Alabama, hereinafter referred to as MCC, and Cavanaugh Macdonald Consulting, LLC hereinafter referred to as the Professional Contractor.

WHEREAS, the Professional Contractor represents that it is qualified, duly authorized and willing to provide the requested services,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached, incorporated and made a part hereof, the parties hereto agree as follows:

SECTION 1 - SCOPE OF WORK: The Professional Contractor shall perform such services as required by MCC to complete the work as defined in Attachment A - Scope of Work, and shall provide all labor, materials, equipment, and services necessary to perform and complete in an acceptable manner the tasks contemplated or otherwise required herein.

SECTION 2 - TIME FOR BEGINNING AND COMPLETION: The Professional Contractor shall not begin any work under the terms of this Contract until authorized to do so by MCC. All work under this Contract shall be completed between the date authorized to begin work and the completion time frame specified in Attachment B Terms and Conditions, attached and made a part of this Contract. The established completion time frame for the tasks and the entire contract period shall not be extended because of any delays attributable to the Professional Contractor, but may be extended by MCC in the event of a delay attributable to MCC, or because of unavoidable delay caused by an act of nature or governmental actions or other conditions beyond the control of the Professional Contractor. Any extension agreed upon by the parties must be in writing, signed by both parties, and incorporated as a Change Order to this Contract.

SECTION 3 - PAYMENTS: The Professional Contractor agrees to perform all of the work set forth in Attachment A Scope of Work according to the Pricing Schedule specified in Attachment B Terms and Conditions hereto. Such compensation shall constitute full and complete payment for work performed and/or services rendered and for all supervision, labor, supplies, materials, equipment or use thereof, and for all other expenses and incidentals necessary to complete all of the work. It is understood that this is a fixed amount, limited as set out in Attachment B, and will not be increased because of any difference between the estimated and actual costs of performing the work required by this Contract.

The basis of payments (hourly rate, lump sum, etc.) is also specified in Attachment B. Payments shall be made up to the Contract Amount upon receipt of invoices and progress reports prepared by the Professional Contractor and submitted to MCC not more often than monthly for the duration of the Contract. Payment of any amounts due under the Contract shall not relieve the Professional Contractor of the obligation to perform all the work set forth in Attachment A Scope of Work in a satisfactory manner.

Invoices must include the following information: invoice date; MCC's Contract title; the period of time for which services are being invoiced; a summarized description of the work performed for which payment is requested; and an itemization of reimbursable expenses, if applicable. Documentation must be attached for reimbursable expenses as follows: backup documentation for any reimbursable expense items being invoiced and sub-Professional Contractor invoices, regardless of the amount. All payments shall be processed by MCC within thirty (30) days after accurate billing and backup documentation are received by MCC. Invoices shall be mailed to the attention of MCC's Risk Manager as specified in Attachment B hereto.

SECTION 4 - RESTRICTIONS UPON TRANSFER: The Professional Contractor shall not assign or subcontract any of its rights or obligations under this Contract or subcontract, or transfer any services, obligations, or interest in this Contract unless the Professional Contractor's intent to issue such assignment or subcontract was included in the Professional Contractor's application or plan to provide services or is specifically approved in writing by MCC, as referenced in Attachment B. Any such approved assignment or subcontract shall be subject to each provision of this Contract and any procurement procedures required by MCC, the State of Alabama, or the United States. In the event of any approved subcontract, MCC shall continue to hold the Professional Contractor responsible for proper performance of the Professional Contractor's obligations under this Contract.

In the event that the Professional Contractor enters into a subcontract for work or services to be provided under this Contract, the Professional Contractor shall cause all applicable provisions of this Contract to be inserted in all its subcontracts.

SECTION 5 - DISPUTES: If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and the Professional Contractor.

SECTION 6 - COMPLIANCE WITH LAWS: In performing the work and providing the services under this Contract, the Professional Contractor shall comply with all applicable laws of the United States, the State of Alabama; and the City of Montgomery; and the applicable rules, regulations, orders and directives of their administrative agencies and officers thereof. Such provisions include, but are not necessarily limited to:

- A. **Anti-lobbying Certification:** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Professional Contractor, to any person for influencing or attempting to influence any 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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 officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the Professional Contractor shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Professional Contractor further agrees to include the language of this certification in the award documents for subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients and subcontractors shall certify and disclose accordingly.

- B. **Nondiscrimination/Equality of Opportunity:** The Professional Contractor shall comply with applicable non-discrimination and equal opportunity provisions of the laws and regulations of the United States, the State of Alabama, and the City of Montgomery.
- C. **Compliance with Federal Section 3 Requirements:** In order to meet MCC's goal of economic opportunity for lower-income persons, the Professional Contractor agrees to abide by the terms and

conditions of this Section, established pursuant to the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701 (hereinafter referred to as Section 3).

1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this Contract shall comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The Professional Contractor agrees to send to each labor organization or representative of workers with which the Professional Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Professional Contractor's commitments under this Section 3 clause, and will post copies of the notice in a conspicuous place at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The Professional Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Professional Contractor will not subcontract with any subcontractor where the Professional Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The Professional Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Professional Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Professional Contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD-assisted contracts.
7. With respect to work performed in connection with Section 3-covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
8. If the Professional Contractor is a Section 3 business and was selected by MCC based on evaluation points assigned under the Section 3 business preference requirements of the solicitation for committing to subcontract more than 25% of the dollar amount of all subcontracts

to Section 3 businesses, the Professional Contractor agrees to meet the Section 3 subcontracting commitment. Failure of the Professional Contractor to fulfill the Section 3 subcontracting commitment shall be deemed a material breach of contract, which may result in MCC taking any or all of the following actions: (1) demanding specific performance of the subcontracting plan; (2) withholding from contract payments the dollar amount of any or all subcontracts that were to have been awarded to Section 3 businesses or such lesser amount as may be appropriate, (3) withholding any liquidated damages that MCC may incur as a result of the Professional Contractor's failure to comply with its Section 3 commitment and subcontracting plan; and (4) declaring the Professional Contractor ineligible to compete for, or participate in, any MCC contract for a period of five years from the date of close out of the contract in which the Section 3 subcontracting commitment was made.

- D. Clean Air and Water: On federally-funded contracts in excess of \$100,000, consistent with the provisions of 24 CFR 85.36(i)(12), the Professional Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). These provisions shall also apply to any subcontract of the Professional Contractor in excess of \$100,000.
- E. Energy Efficiency: When applicable, the Professional Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) for the State in which the work under this Contract is performed.
- F. Licenses: Professional Contractor will obtain and maintain all required licenses, including but not limited to those required by the City of Montgomery. A copy of such will be provided to MCC. All such licenses are to be current throughout the term of this agreement.

SECTION 7 - EXTRA WORK: MCC may desire to have the Professional Contractor render services in connection to this project in addition to the items specified in Attachment A - Scope of Work. Such services shall be considered to be extra work and will be specified in a Change Order to this Contract, which shall set forth the nature and scope of the additional work as well as the level, maximum amount and methods of compensation to the Professional Contractor for the additional work to be performed. Such additional services shall not be initiated until a Change Order authorizing such work is executed.

In the event that MCC may desire to have the Professional Contractor render additional services, the Professional Contractor shall provide supporting cost information in sufficient detail to permit MCC to perform the required cost or price analysis required pursuant to 24 CFR 85.36 (f) prior to the issuance of a Change Order for such services.

SECTION 8 - INDEMNIFICATION: The Professional Contractor agrees to indemnify and hold MCC, its agents, employees and Commissioners harmless from any and all suits, claims, costs, including claims for wages and employment benefits, taxes or liabilities of any sort, including costs and expense for, or on account of injuries or damages arising from acts or omissions of the Professional Contractor committed in connection with the services to be provided pursuant to this Contract. If an action is brought against MCC, which action arises from services provided pursuant to this Contract, the Professional Contractor shall, upon notice, defend same at its sole cost. The Professional Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents.

SECTION 9 - INSURANCE:

A. General Requirements:

1. Prior to undertaking any work under this Contract, the Professional Contractor shall procure and maintain continuously for the duration of this Contract, at no expense to MCC, insurance coverage as specified below, in connection with the performance of the work of this Contract by the Professional Contractor, its agents, representatives, employees and/or subcontractors.
 2. The Professional Contractor's insurance shall be primary as respects MCC, and any other insurance maintained by MCC shall be excess and not contributing insurance with the Professional Contractor's insurance.
 3. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the Professional Contractor's Commercial General Liability and Commercial Automobile Liability insurance coverage shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.
 4. Failure of the Professional Contractor to fully comply with the insurance requirements of this Contract will be considered a material breach of contract and, at the option of MCC, will be cause for such action as may be available to MCC under other provisions of this Contract or otherwise in law, including immediate termination of the Contract.
- B. Required Insurance Coverage: The following are the types and amounts of insurance coverage that must be maintained by the Professional Contractor during the term of this Contract. The Professional Contractor must provide acceptable evidence of such coverage prior to beginning work under this Contract.
1. Commercial General Liability Insurance. A policy of Commercial General Liability insurance including bodily injury, property damage, and products/completed operations, written on an occurrence form, with the following minimum coverage:

\$1,000,000 each occurrence, and
\$1,000,000 aggregate

Coverage shall extend to cover the use of all equipment on the site or sites of the work of this Contract. In the event that the services to be provided under this Contract involve the Professional Contractor's contact with minor children, the Professional Contractor shall provide evidence that sexual misconduct coverage has not been excluded from the policy and is covered under the policy. Acceptable evidence of sexual misconduct coverage must include an endorsement and policy excerpt(s) and is subject to approval by MCC's Risk Manager and/or Executive Director.
 2. Employers Liability. A policy of Employers Liability insurance endorsement with the following minimum coverage:

\$1,000,000 each accident
 3. Commercial Automobile Liability Insurance. A policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form or equivalent, with the following minimum coverage:

\$1,000,000 combined single limit coverage
 4. Professional Liability Insurance: A policy of Errors and Omissions Liability Insurance appropriate to the Professional Contractor's profession. Coverage should be for a professional error, act, or omission arising out of the scope of work as described in Attachment A Scope of Work, with the following minimum coverage:

\$1,000,000 per Claim/Aggregate

If the Professional Liability Insurance policy is written on a claim made form, the Professional Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended reporting period for a minimum of three years from the date of completion of the work authorized by the Contract. In the event that the Professional Contractor is authorized to engage subcontractors, each subcontractor shall provide evidence of separate professional liability coverage equal to the levels specified above, unless such requirement is waived in writing by MCC.

5. Workers Compensation. A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Alabama, the Professional Contractor shall secure its liability for industrial injury to its employees in accordance with the Workers' Compensation Act of Alabama (Act). If the Professional Contractor is qualified as a self-insurer in accordance with the Act, the Professional Contractor shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.
- C. Additional Insured Endorsement: The Montgomery County Commission must be named as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability policies of the Professional Contractor. A policy endorsement must be provided to MCC as evidence of additional insured coverage.
- D. Proof of Insurance and Insurance Expiration:
 1. The Professional Contractor shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.
 2. The Professional Contractor shall include all subcontractors at any tier as insured's, and ensure that the Professional Contractor's coverage of subcontractors under the Professional Contractor's policies is not excluded by any policy provision or endorsement. Alternatively, the Professional Contractor shall:
 - a.) Obtain from each subcontractor not insured under the Professional Contractor's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and
 - b.) Maintain such evidence on file for a period of one year after the completion of this Contract and, upon request, submit such evidence to MCC for examination.
 3. The Professional Contractor's insurance shall not be reduced or canceled without forty-five (45) days prior written notice to MCC. The Professional Contractor shall not permit any required insurance coverage to expire during the term of this Contract.
 4. MCC reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.
- E. Carrier Review and Approval Authority: Insurance policies, deductibles, self-insured retentions, and insurance carriers will be subject to review and approval by MCC. All insurance shall be carried with companies that are financially responsible. Generally, except for Professional Liability Insurance coverage, all carriers of insurance or reinsurers must have and maintain a rating of A VII or better as identified in the *A. M. Best Insurance Rating Guide*, most recent edition. Insurance carriers or reinsurers who do not have a rating of A VII or better may not be used without written approval of

MCC's Risk Manager. All carriers or reinsurers of Professional Liability (Errors and Omissions) Insurance must have and maintain a rating of "B+VII" or better as identified in the *A. M. Best Insurance Rating Guide*, most recent edition. Insurance carriers or reinsurers for Professional Liability Insurance who do not have a rating of "B+VII" or better may not be used without written approval of MCC's Risk Manager.

SECTION 10 - NOTICE REQUIREMENTS: Whenever notice is required to be given under this Contract, it shall be given in writing, and such notice shall be given by certified or registered mail to the addresses specified in Attachment B to this Contract or to such subsequent respective addresses as either party may hereafter designate in writing.

Notice sent by mail shall be deemed to have been given three (3) days after proper mailing, and the postmark affixed by the U. S. Post Office shall be conclusive evidence of the date of mailing. Approvals, where required by this Contract, shall be effective in the same manner.

SECTION 11 - STATUS OF PROFESSIONAL CONTRACTOR AND EMPLOYEES:

- A. **Non-Representation:** Neither the Professional Contractor, the Subcontractor, employees, agents, or volunteers of the Professional Contractor or Subcontractor, shall be deemed or represent themselves as employees of MCC or the grantor funding this project on account of the services performed in connection with this Contract.
- B. **Involvement of Former MCC Employees:** The Professional Contractor agrees to inform MCC of any former MCC employee who terminated MCC employment in the last twelve (12) months prior to execution of any project specific contract, and who will be working on or subcontracting for any of the work. The Professional Contractor further agrees that no work will be done by a former MCC employee who terminated MCC employment in the last twelve (12) months prior to execution of any project specific contract, and who, in the course of official MCC duties, was involved in, participated in or acted on any matter related to this Contract.
- C. **No Conflict of Interest:** The Professional Contractor confirms that the Professional Contractor does not have a business interest or a close family relationship with any MCC employee who was, is, or will be involved in the Professional Contractor selection, negotiation, drafting, signing, administration, or evaluating the Professional Contractor's performance. As used in this section, the term "Professional Contractor" shall include any employee of the Professional Contractor who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Contract. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of an MCC employee described above.

SECTION 12 - TERMINATION FOR CONVENIENCE AND DEFAULT:

- A. MCC may terminate this Contract in whole, or from time to time in part, for MCC's convenience or the failure of the Professional Contractor to fulfill the contract obligations (default). MCC shall terminate by delivering to the Professional Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Professional Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to MCC all information, reports, papers, and other materials accumulated or generated in performing this Contract, whether completed or in process.
- B. If the termination is for the convenience of MCC, MCC shall be liable only for payment for services rendered before the effective date of the termination.

- C. If the termination is due to the failure of the Professional Contractor to fulfill its obligations under the Contract (default), MCC may (1) require the Professional Contractor to deliver to it, in the manner and to the extent directed by MCC, any work as described in subparagraph A(2) above, and compensation be determined in accordance with the Extra Work section of this Contract; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Professional Contractor shall be liable for any additional cost incurred by MCC; and (3) withhold any payments to the Professional Contractor, for the purpose of set-off or partial payments, as the case may be, of amounts owed MCC by the Professional Contractor.
- D. If, after termination for failure to fulfill contract obligations (default), it is determined that the Professional Contractor had not failed, the termination shall be deemed to have been effected for the convenience of MCC, and the Professional Contractor shall be entitled to payment as described in paragraph B above.
- E. Any disputes with regard to this section are expressly made subject to the terms of the Disputes section of this Contract.

SECTION 13 - OWNERSHIP: All records, reports, documents and other materials produced in connection with or provided to MCC under the terms of this Contract shall become the exclusive property of MCC, and shall not be reproduced by or used by the Professional Contractor without the express written consent of MCC.

SECTION 14 - ROYALTIES AND PATENTS: The Professional Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall hold MCC harmless from loss on account thereof; except that MCC shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Professional Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Professional Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Professional Contractor shall promptly notify the Executive Director. Failure to give such notice shall make the Professional Contractor responsible for resultant loss.

SECTION 15 - AUDITS AND RECORDS RETENTION:

- A. MCC, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this Contract, have access to and the right to examine any of the Professional Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
- B. The Professional Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as in paragraph (a) above. Subcontract, as used in this clause, excludes contracts not exceeding \$10,000.
- C. The periods of access and examination in paragraphs A and B above for records relating to litigation or settlement of claims arising from the performance of this Contract, or costs and expenses of this Contract to which MCC, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such litigation, claims, or exceptions.

SECTION 16 - RENEWALS AND EXTENSIONS: The parties may mutually agree to extend the Contract. Upon the completion of the extended date of this Contract, this Contract will expire unless the parties execute a Change Order extending the term of the Contract.

SECTION 17 - COMPLETE CONTRACT: This Contract (including Attachments to the Contract), together with MCC's solicitation materials (if applicable), and the Professional Contractor's response to the solicitation (if applicable), contain all covenants, stipulations and provisions agreed upon by the parties. In the event of inconsistencies in language between these documents, the order of precedence shall first be the Contract

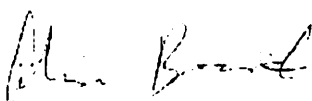
(including Attachments to the Contract), then MCC's solicitation materials, and finally the Professional Contractor's response to the solicitation. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a Change Order to this Contract.

SECTION 18 - EXECUTION AND ACCEPTANCE: This Contract may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Professional Contractor does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in this Contract.

IN WITNESS WHEREOF, this the _____ day of _____, _____, the parties hereto have executed this Contract by having their representatives affix their signatures below.

Cavanaugh Macdonald Consulting, LLC

Montgomery County Commission
Alabama

By: 

Alisa Bennett, Principal

By: _____
Elton Dean, Chairman

SCOPE OF WORK

RFP - PART IV - SCOPE OF SERVICE

In accordance with the Governmental Accounting Standards Board ("GASB") issue Statement Nos. 43 and 45 which together, profile the liability measurement and disclosure requirements for "Other Post-Employment Benefits" (OPEB). The Montgomery County Commission (MCC) wishes to participate in the Joint Actuarial Study Program offered through the Alabama State Employees Insurance Board (SEIB). It is understood that Cavanaugh Macdonald Consulting, LLC has been selected as the actuarial firm to perform the study.

The GASB standards for OPEB plan accounting require public sector employers such as the Governmental Entities to begin to accrue the cost of retiree Other Post Employment Benefits. Employers must calculate an "Annual Required Contributions: (ARC), consisting of two components: a normal cost (the Portions of the present value of total projected benefits assigned to the current year by the actuarial cost method used by the employer) plus an amortization component (the amount necessary to amortize the total unfunded actuarial accrued liability for its OPEB obligations).

Purpose of Actuarial Study

The actuarial study performed by the Consultant shall provide information to enable MCC to:

- a. Manage the costs and liabilities associated with their retirees OPEB;
- b. Communicate the financial implications of retiree OPEB to MCC Executive staff, Board of Directors, external auditors and other external parties;
- c. Comply with GASB 12 and with GASB 43 and 45 accounting standards related to OPEB.

Minimum Requirements of Actuarial Study

The actuarial study, using GASB 43 and 45 standards, shall include the following:

1. Actuarial value of benefits, separately identifying amounts for actives and retirees, including:
 - a. Present Value of Future Benefits;
 - b. Actuarial Accrued Liability;
 - c. Plan Assets and Unfunded Actuarial Accrued Liability ("UAAL"); and

- d. Normal Cost Implicit rate subsidy, if any, and impact on OPEB liability.
2. Analyze the establishment and timing of a trust and the impact on interest rate assumptions.
3. GASB 45 accounting information and draft footnote, including:
 - a. Annual Required Contributions (“ARC”), as a dollar amount and percentage of payroll, identifying (1) Normal Cost and (2) the outstanding balance and amortization amount for each component of the UAAL;
 - b. Annual OPEB Cost (“AOC”), as a dollar amount and percentage of payroll;
and
 - c. Reconciliation of Net OPEB Obligation (“NOO”) during the current year, and projected NOO at end of year.
4. Information to assist the MCC in future budgeting, including:
 - a. ARC to fund retiree benefits over the working lifetime of eligible employees; and
 - b. Recommendations (as appropriate) on managing the liability.
5. Description of:
 - a. Plan provisions, including groups(s) covered and benefits valued;
 - b. Actuarial methods, including actuarial funding method and UAL amortization policy;
6. Actuarial certifications, including indication of compliance with Actuarial Standards of Practice No. 41 “Actuarial Communications” and American Academy of Actuaries “Prescribed Proposal of Actuarial Opinion”
7. Additional Services: 2014 Actuarial Equivalence Attestation of the Prescription Drug Plan of the Montgomery County Commission.

Attachment B

TERMS AND CONDITIONS

Project Completion Date (Section 2 of the Contract): 10 to 12 weeks of receipt of all requested information	Contract Amount (Section 3 of Contract): See Pricing Schedule below for OPEB valuation. The RDS Attestation fee is \$3,000.
Basis of Payment (hourly rate, lump sum, etc.) (Section 3 of Contract): Lump sum upon completion of Actuarial Study.	
Subcontractors or Sub-Professional Contractors Authorized: N/A	
Name and Address of MCC's Risk Manager or Executive Director: Scott Kramer, Risk Manager	
Professional Contractor's Name and Address for Delivery of Notices Cavanaugh Macdonald Consulting, LLC 3550 Busbee Parkway, Suite 250 Kennesaw, Georgia 30144	MCC's Name and Address for Delivery of Notices Montgomery County Commission Risk Manager P.O. Box 1667 Montgomery, Alabama 36102

Pricing Schedule		
	In ERS and LGHIP	All Others
Base Fee		
▪ Less than 20 active/retired participants	\$3,500	\$4,500
▪ 20-49 active/retired participants	\$4,500	\$5,500
▪ 50-99 active/retired participants	\$5,000	\$6,000
▪ 100 or more active/retired participants	\$5,500	\$6,500
Per Participant Fee		
▪ Less than 50 active/retired participants	\$5.00	\$5.00
▪ 50-99 active/retired participants	\$4.00	\$4.00
▪ 100-249 active/retired participants	\$3.25	\$3.25
▪ 250-499 active/retired participants	\$2.75	\$2.75
▪ 500 or more active/retired participants	\$2.50	\$2.50



Haskell|Slaughter

attorneys at law

MONTGOMERY OFFICE

305 South Lawrence Street • Montgomery, Alabama 36104

Post Office Box 4660 • Montgomery, Alabama 36103-4660

f. 334.264.7945 • t. 334.265.8573

www.hsy.com

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MEMORANDUM

April 29, 2013

TO: Donnie Mims
FROM: Tommy Gallion
RE: Cavanaugh Macdonald Consulting, LLC
Professional Services Agreement

I have reviewed your April 29, 2013 memorandum and Scott Kramer's e-mail to you regarding the above referenced agreement. I also reviewed the Professional Services Agreement by and between Montgomery County Commission and Cavanaugh Macdonald Consulting, LLC for performing an actuarial study, which is required every other year by the Examiners.

This agreement has the standard dispute language used by Montgomery County and the required indemnification paragraphs. However, on page 9 of the agreement, it shows Scott Kramer signing for The Housing Authority of the City of Montgomery, Alabama which is incorrect. It is my legal opinion that Chairman Elton Dean should sign on behalf of Montgomery County Commission and this correction should be done prior to signing. I have no other corrections and I find the agreement legal and binding upon all the parties. Also in that this is a professional service, this item does not need to be let out for bids.

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
4781220_1

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

AMENDMENT NO. 1

DATE: April 1, 2013

Contract No. 51901-10C-008, Uniform Rental, is hereby extended for three (3) months beginning April 1, 2013 and ending June 30, 2013.

Pricing and all other provisions of the contract will remain the same.

WITNESS:

G & K SERVICES, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
Bid No. 53000-13B-011				SOUTHEAST MATERIALS - ATTN: SCOTT ROBINSON - PHONE#877-871-1206; FAX#205-871-1206		WIREGRASS CONSTRUCTION CO., INC. - ATTN: MIKE MURPHREE; PHONE#(334) 356-2560; FAX#(334) 356-2570		DUNN CONSTRUCTION - ATTN: HUGH HAGOOD - PHONE #(205) 531-9422; FAX#(205) 664-4466		STEPHENS CONSTRUCTION - ATTN: MICHELLE STEPHENS - PHONE #(334) 335-3800; FAX#334 - 335-4310		APAC MIDSOUTH, INC. - ATTN: C.SAAUGE' - PHONE NO. (205) 995-5900; FAX (205) 995-5901	
TERMS OF PAYMENT / DISCOUNT:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1,	CRUSHED STONE #4	TN	1	✓ \$16.98	\$16.98	\$22.25	\$22.25	\$17.75	\$17.75	\$21.00	\$21.00		
2	CRUSHED STONE #5	TN	1	✓ \$16.98	\$16.98	\$22.25	\$22.25	\$17.25	\$17.25	\$22.50	\$22.50	\$18.25	\$18.25
3	CRUSHED STONE #57	TN	1	✓ \$16.98	\$16.98	\$22.25	\$22.25	\$17.25	\$17.25	\$21.50	\$21.50	\$18.25	\$18.25
4	CRUSHED STONE #6	TN	1	✓ \$16.98	\$16.98	\$22.25	\$22.25	\$17.25	\$17.25	\$22.50	\$22.50		
5	CRUSHED STONE #78	TN	1	\$17.48	\$17.48	\$23.00	\$23.00	✓ \$17.25	\$17.25	\$23.00	\$23.00	\$20.45	\$20.45
6	CRUSHED STONE #89	TN	1	\$17.48	\$17.48	\$23.00	\$23.00	✓ \$16.50	\$16.50	\$22.85	\$22.85	\$20.45	\$20.45
7	RIP RAP 814 CLASS 1	TN	1	\$19.43	\$19.43	\$33.00	\$33.00	✓ \$19.00	\$19.00	\$22.00	\$22.00	\$21.70	\$21.70
8	RIP RAP 814 CLASS 2	TN	1	✓ \$19.98	\$19.98	\$35.00	\$35.00	\$20.00	\$20.00	\$22.00	\$22.00	\$21.70	\$21.70
9	CRUSHED AGGRE.	TN	1	\$15.74	\$15.74	\$22.00	\$22.00	\$16.00	\$16.00	\$19.75	\$19.75	✓ \$15.15	\$15.15
10	CRUSH STONE #610	TN	1	\$15.74	\$15.74	\$22.00	\$22.00	\$15.75	\$15.75	\$19.75	\$19.75	✓ \$15.15	\$15.15
11	801 SCREENINGS	TN	1	\$16.49	\$16.49	\$21.25	\$21.25	\$15.45	\$15.45	\$20.75	\$20.75	✓ \$15.15	\$15.15
	27 Bids Mailed												
TOTAL BID AMOUNTS					\$190.26		\$268.25		\$189.45		\$237.60		\$166.25

Notes:

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer / Corrections Officer Trainee

Position Number 015

Proposed Effective Date April 15, 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 - \$29,569 - \$42,093 Grade PC1

D T Marshall Date March 29, 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: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer / Corrections Officer Trainee

Position Number 175

Proposed Effective Date April 15, 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 - \$29,569 - \$42,093 Grade PC1

D T Marshall

Date March 29, 2013

Department Head *RA*

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee:

Appointing Authority Date _____

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

POSITION FILL REQUEST

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

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

1. Position Title Deputy Sheriff Trainee / Deputy Sheriff

Position Number 045

Proposed Effective Date April 15, 2013

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Deputy Sheriff Trainee - \$35,066 PS104
Deputy Sheriff - \$36,186 - \$45,139 PS1

D T Marshall Date March 29, 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: James M. Kelley, Assistant County Engineer

1. 4/10/2013 dept request
 2. _____ admin review
 3. _____ personnel dept
 4. _____ cert to admin
 5. _____ dept selection
 6. _____ final review

1. POSITION TITLE Civil Engineering Technician II (0628)POSITION NUMBER 640628020PROPOSED EFFECTIVE DATE April 29, 2013

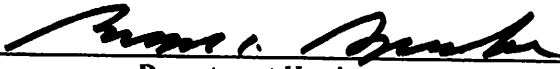
TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

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

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE (A07) (\$38,734 - \$55,138) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions


 Department Head
DATE April 10, 2013

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority _____

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

DATE _____

Personnel Director _____

4. SELECTEE: _____

Date _____

Appointing Authority _____

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

ORIGINAL

const

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: James M. Kelley, Assistant County Engineer

1. 4/10/2013 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE Civil Engineering Technician III (0629)

POSITION NUMBER 640629019

PROPOSED EFFECTIVE DATE April 29, 2013

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

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

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE (A09) (\$48,225 - \$68,650) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions

George C. Speake DATE April 10, 2013
Department Head

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director DATE _____

4. SELECTEE: _____

Appointing Authority Date _____

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETE ACTION DATES

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

DEPARTMENT: PROBATE

APPOINTING AUTH.: Steven L. Reed

SUPERVISOR: Malcolm R. Richard

1. POSITION TITLE: Customer Service Clerk
POSITION NUMBER: 750016001
PROPOSED EFFECTIVE DATE: _____
TYPE OF APPOINTMENT: X PERMANENT TEMPORARY
RECRUITING:

 Promotional Transfer Transfer
X Open Competitive Register Reemployment
PAY GRADE: A03 S1



APPOINTING AUTHORITY

4/4
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

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY - 6 2013

Request # 23

Date: April 25, 2013

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: June 12, 2013

Return Date: June 14, 2013

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: ACCMA 2013 Summer Conference

Hampton Inn, Orange Beach

Traveler (s) Name: 1. Donald L. Mims 4. _____
2. John A. Mitchell, Sr. 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☐

Commercial Air

☐

Private Vehicle

☒

Other (Specify)

☐

Total (est.) Cost: \$1,893.48

Advance Registration Required: \$390.00

Department Name: Administration

Fund Name: General

Additional Comments: Registration - \$195.00; Lodging - \$378.00; Meals - \$150.00; Mileage - \$223.74

(PRICE LISTED IS PER PERSON)

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the approximate amount of \$1,893.48 and advance registration of \$390.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51100.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$22,500.00

Approved Requests: \$13,964.53

Budget Available: \$8,535.47

Current Requests: \$1,893.48

Budget Balance: \$6,641.99

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/25/2013

cc: Finance Director / Buyer

Revised October 12, 2005

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 24

Agenda

MAY - 6 2013

Date: May 3, 2013
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Al
Departure Date: August 20, 2013 Return Date: August 22, 2013
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: attend ACCA Annual Convention at the Perdido Beach Resort

Traveler (s) Name: 1. Elton Dean, Sr. 4. _____
2. Reed Ingram 5. _____
3. Jiles Williams 6. _____

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

Total (est.) Cost: \$3,101.46 Advance Registration Required: \$555.00

Department Name: Administration Fund Name: General

Additional Comments: Registration- \$555.00; Lodging- \$1,425.24; Meals -\$450.00; Mileage- \$671.22

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

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$3,101.46 and advance registration of \$555.00 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>\$13,964.53</u>	
Budget Available:	<u>\$8,535.47</u>	
Current Requests:	<u>\$3,101.46</u>	
Budget Balance:	<u>\$5,434.01</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/3/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 25

Agenda

MAY - 6 2013

Date: May 3, 2013

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Al

Departure Date: August 20, 2013

Return Date: August 23, 2013

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: attend ACCA Annual Convention at the Perdido Beach Resort

Traveler (s) Name: 1. Dan Harris 4. _____
2. Donald L Mims 5. _____
3. John A. Mitchell 6. _____

Check Mode of Transportation: County Vehicle ☐
Private Vehicle ☒

Commercial Air ☐
Other (Specify) ☐

Total (est.) Cost: \$3,525.53

Advance Registration Required: \$555.00

Department Name: Administration

Fund Name: General

Additional Comments: Registration- \$555.00; Lodging- \$1,799.31; Meals - \$500.00; Mileage- \$671.22

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$3,525.53 and advance registration of \$555.00 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>\$13,964.53</u>	
Budget Available:	<u>\$8,535.47</u>	
Current Requests:	<u>\$8,520.47</u>	
Budget Balance:	<u>\$15.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/3/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY - 6 2013

Request # 5

Date: May 2, 2013
To: Donald L. Mims, Administrator
From: Lou Ialacci
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham AL
Departure Date: May 14, 2013 Return Date: May 14, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Seminar on New Cisco Products

Traveler (s) Name: 1. Larry Kennedy 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$103.96 Advance Registration Required: \$0.00

Department Name: Information Systems Fund Name: General

Additional Comments: 184 miles total at .565/mile is \$103.96

To: Lou Ialacci

From: Donald L. Mims, Administrator

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$103.96 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51965-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$20,000.00</u>
Approved Requests:	<u>\$11,660.71</u>
Budget Available:	<u>\$8,339.29</u>
Current Requests:	<u>\$103.96</u>
Budget Balance:	<u>\$8,235.33</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/3/2013

cc: Finance Director / Buyer

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Revised October 13, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 18

Agenda

MAY - 6 2013

Date: April 15, 2013
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Meridian, MS
Departure Date: July 8, 2013 Return Date: July 12, 2013
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Basic Narcotics Investigation - RCTA

Traveler (s) Name: 1. Corporal Kenny Gordon 4. _____
2. Deputy Sheena Tarver 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$715.00 Advance Registration Required: \$0.00

Department Name: Sheriff's Office Fund Name: 001-52110-265

Additional Comments: _____

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

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$715.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$11,165.00</u>
Budget Available:	<u>\$13,835.00</u>
Current Requests:	<u>\$715.00</u>
Budget Balance:	<u>\$13,120.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/16/2013

cc: Finance Director / Buyer

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 19

Date: April 22, 2013
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Agenda

MAY - 6 2013

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: May 7, 2013 Return Date: May 9, 2013
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Fusion Liaison Officer Training

Traveler (s) Name: 1. Corporal Robert Whitmore 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: \$0.00

Department Name: Sheriff's Office Fund Name: 001-52110-265

Additional Comments: _____

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$11,165.00</u>
Budget Available:	<u>\$13,835.00</u>
Current Requests:	<u>\$915.00</u>
Budget Balance:	<u>\$12,920.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/22/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 21

Date: May 2, 2013
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Agenda

MAY - 6 2013

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: June 12, 2013 Return Date: June 14, 2013
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Internal Affairs Investigations

Traveler (s) Name: 1. Sergeant Jessie Oliver 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$825.00 Advance Registration Required: \$300.00

Department Name: Sheriff's Office Fund Name: 001-52110-265

Additional Comments: _____

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

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$825.00 and advance registration of \$300.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$11,165.00</u>	
Budget Available:	<u>\$13,835.00</u>	
Current Requests:	<u>\$1,740.00</u>	
Budget Balance:	<u>\$12,095.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/2/2013

cc: Finance Director / Buyer

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Revised October 12, 2006

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 22

Agenda

MAY - 6 2013

Date: May 2, 2013

To: Donald L. Mims, Administrator

From: Sheriff D. T. Marshall

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montevallo, AL

Departure Date: June 9, 2013

Return Date: June 15, 2013

Conference Leave (Days / Hours): 7 days

Purpose of Travel: Explorer Training

Traveler (s) Name: 1. Corporal Cedric Leonard 4. _____
2. Deputy Kim Taylor 5. _____
3. 4 Explorers 6. _____

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

Total (est.) Cost: \$1,200.00

Advance Registration Required: \$990.00

Department Name: Sheriff's Office

Fund Name: 749-52110-499

Additional Comments: _____

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,200.00 and advance registration of \$990.00 is authorized.

To be completed by the Finance Department

Fund Code: 749-52110.499 (ex: 000-00000-000)

Description: Administrative Expense

Current Budget: \$150,000.00

Approved Requests: \$40,730.33

Budget Available: \$109,269.67

Current Requests: \$1,200.00

Budget Balance: \$108,069.67

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/2/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

MAY - 6 2013

Date: April 24, 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: October 7, 2013 Return Date: October 11, 2013
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: PPCT Defensive Tactics Instructor Course Recertification

Traveler (s) Name: 1. Jeffery Sanderson 4. _____
2. Martinez Tolbert 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,500.00 Advance Registration Required: \$400.00
Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____
All expense will be incurred in the 2014 budget.

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

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,500.00 and advance registration of \$400.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52200-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$3,184.69</u>
Budget Available:	<u>\$11,815.31</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$11,815.31</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/26/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

MAY - 6 2013

Date: May 2, 2013
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: June 12, 2013 Return Date: June 14, 2013
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Internal Affairs Investigation

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

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

Total (est.) Cost: \$575.00 Advance Registration Required: \$300.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

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

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$575.00 and advance registration of \$300.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52200-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$3,184.69</u>
Budget Available:	<u>\$11,815.31</u>
Current Requests:	<u>\$575.00</u>
Budget Balance:	<u>\$11,240.31</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/2/2013

cc: Finance Director / Buyer

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Revised October 12, 2006

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 15

Agenda

MAY - 6 2013

Date: April 29, 2013
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, Alabama
Departure Date: May 8, 2013 Return Date: May 9, 2013
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Attend State wide Mental Health Conference

Traveler (s) Name: 1. Beverly Riddle Wise 4. _____
2. Brandi Alexander 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$750.00 Advance Registration Required: \$300.00

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. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$750.00 and advance registration of \$300.00 is authorized.

<i>To be completed by the Finance Department</i>		
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>\$1,887.00</u>	
Budget Available:	<u>\$3,113.00</u>	
Current Requests:	<u>\$750.00</u>	
Budget Balance:	<u>\$2,363.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/2/2013

cc: Finance Director / Buyer

Revised October 12, 2006

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 13

Agenda

MAY - 6 2013

Date: April 25, 2013
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Al
Departure Date: June 11, 2013 Return Date: June 14, 2013
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: attend ACCMA 2013 Summer Conference at the Hampton Inn

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: \$1,239.81 Advance Registration Required: \$195.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Registration - \$195.00; Lodging - \$596.07; Meals - \$225.00; Mileage - \$223.74

To: Scott Kramer, Risk Manager
From: Donald L. Mims, Administrator
The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,239.81 and advance registration of \$195.00 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>\$6,045.65</u>	
Budget Available:	<u>\$8,954.35</u>	
Current Requests:	<u>\$1,239.81</u>	
Budget Balance:	<u>\$7,714.54</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/26/2013

cc: Finance Director / Buyer

Revised October 12, 2006

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

Agenda

MAY - 6 2013

Date: April 22, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tampa, FL
Departure Date: May 13, 2013 Return Date: May 17, 2013
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Appraisal Institute General Appraiser Report Writing and Case Studies

Traveler (s) Name: 1. Terry Gray 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$575.00 Advance Registration Required: \$575.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$575.00

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$575.00 and advance registration of \$575.00 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>\$2,944.36</u>	
Budget Available:	<u>\$27,055.64</u>	
Current Requests:	<u>\$575.00</u>	
Budget Balance:	<u>\$26,480.64</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/22/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

MAY - 6 2013

Date: April 29, 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: June 12, 2013 Return Date: June 14, 2013
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Attend IAAO 151: USPAP

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

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

Total (est.) Cost: \$250.00 Advance Registration Required: \$250.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$250.00

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$250.00 and advance registration of \$250.00 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>\$3,519.36</u>	
Budget Available:	<u>\$26,480.64</u>	
Current Requests:	<u>\$250.00</u>	
Budget Balance:	<u>\$26,230.64</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/30/2013

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 12

Agenda

MAY - 6 2013

Date: April 29, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: San Diego, CA
Departure Date: July 7, 2013 Return Date: July 13, 2013
Conference Leave (Days / Hours): 7 days
Purpose of Travel: 2013 Esri International User Conference (UC)

Traveler (s) Name: 1. Todd Grant 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,500.00 Advance Registration Required: _____

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: This total cost includes airfare, hotel, and food

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

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$2,500.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$3,519.36</u>
Budget Available:	<u>\$26,480.64</u>
Current Requests:	<u>\$2,750.00</u>
Budget Balance:	<u>\$23,730.64</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/30/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY - 6 2013

Request # 7

Date: April 29, 2013
To: Donald L. Mims, Administrator
From: Barbara M. Montoya, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Las Vegas, NV
Departure Date: September 20, 2013 Return Date: September 25, 2013
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: IPMA International Training Conference

Traveler (s) Name: 1. Barbara Montoya 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,000.00 Advance Registration Required: \$629.00
Department Name: Personnel Fund Name: Merit System

Additional Comments: _____

To: Barbara M. Montoya, Director
From: Donald L. Mims, Administrator

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$2,000.00 and advance registration of \$629.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>123-51961-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$9,831.45</u>
Budget Available:	<u>\$5,168.55</u>
Current Requests:	<u>\$2,000.00</u>
Budget Balance:	<u>\$3,168.55</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/30/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

MAY - 6 2013

Date: April 29, 2013

To: Donald L. Mims, Administrator

From: Barbara M. Montoya, Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL

Departure Date: June 5, 2013 Return Date: June 5, 2013

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: EEOC Seminar

Traveler (s) Name: 1. Kaila Matney 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$349.00 Advance Registration Required: \$349.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration - \$349.00

To: Barbara M. Montoya, Director

From: Donald L. Mims, Administrator

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$349.00 and advance registration of \$349.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>123-51961-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$9,831.45</u>	
Budget Available:	<u>\$5,168.55</u>	
Current Requests:	<u>\$2,349.00</u>	
Budget Balance:	<u>\$2,819.55</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/30/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 33

Agenda

MAY - 6 2013

Date: May 1, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: June 25, 2013 Return Date: June 28, 2013
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To Attend: ADAA 2013 Summer Conference

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: \$1,489.00 Advance Registration Required: \$375.00
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. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,489.00 and advance registration of \$375.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$45,000.00</u>
Approved Requests:	<u>\$8,993.50</u>
Budget Available:	<u>\$36,006.50</u>
Current Requests:	<u>\$1,489.00</u>
Budget Balance:	<u>\$34,517.50</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/1/2013

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 34

Agenda

MAY - 6 2013

Date: May 1, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: June 25, 2013 Return Date: June 28, 2013
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To Attend: ADAA 2013 Summer Conference

Traveler (s) Name: 1. Daryl Bailey 4. Seth Gowan
2. Michael Caddell 5. Chris Moore
3. Michael Brymer 6. Frank Vickery

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

Total (est.) Cost: \$8,934.00 Advance Registration Required: \$2,250.00

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

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$8,934.00 and advance registration of \$2,250.00 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>\$8,993.50</u>	
Budget Available:	<u>\$36,006.50</u>	
Current Requests:	<u>\$10,423.00</u>	
Budget Balance:	<u>\$25,583.50</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/1/2013

cc: Finance Director / Buyer

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Revised October 13, 2007

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 35

Agenda

MAY - 6 2013

Date: May 1, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: June 25, 2013 Return Date: June 28, 2013
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To Attend: ADAA 2013 Summer Conference

Traveler (s) Name: 1. Tim Tyler 4. _____
2. Jerry Bloodsworth 5. _____
3. Wes Shaw 6. _____

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

Total (est.) Cost: \$4,467.00 Advance Registration Required: \$1,125.00
Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: _____

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

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$4,467.00 and advance registration of \$1,125.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$45,000.00</u>
Approved Requests:	<u>\$8,993.50</u>
Budget Available:	<u>\$36,006.50</u>
Current Requests:	<u>\$14,890.00</u>
Budget Balance:	<u>\$21,116.50</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 5/1/2013
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 36

Agenda

MAY - 6 2013

Date: May 2, 2013

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL

Departure Date: May 9, 2013

Return Date: May 9, 2013

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Speak at Human Trafficking Law for Selma Police Department

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

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

Total (est.) Cost: \$20.00 Advance Registration Required: \$0.00

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

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$20.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$45,000.00</u>	
Approved Requests:	<u>\$8,993.50</u>	
Budget Available:	<u>\$36,006.50</u>	
Current Requests:	<u>\$14,910.00</u>	
Budget Balance:	<u>\$21,096.50</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/2/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Agenda

MAY - 6 2013

Date: 04/24/2013

To: Donald L. Mims, Administrator

From: Janet Buskey, Revenue Comm.

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Alabama

Departure Date: June 15, 2013

Return Date: June 19, 2013

Conference Leave (Days / Hours): 5 days

Purpose of Travel: Association of Alabama Tax Administrators Summer Conference

Traveler (s) Name: 1. Janet Buskey 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,651.45 Advance Registration Required: \$325.00

Department Name: Revenue Commissioner Fund Name: Manufactured Home Trust

Additional Comments: Total est cost includess registration fees

To: Janet Buskey, Revenue Comm.

From: Donald L. Mims, Administrator

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,651.45 and advance registration of \$325.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>781-51501.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$6,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$6,000.00</u>
Current Requests:	<u>\$1,651.45</u>
Budget Balance:	<u>\$4,348.55</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/30/2013

cc: Finance Director / Buyer

Revised October 12, 2005

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

MAY - 6 2013

Date: 04/24/2013

To: Donald L. Mims, Administrator

From: Janet Buskey, Revenue Comm.

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Alabama

Departure Date: June 16, 2013

Return Date: June 19, 2013

Conference Leave (Days / Hours): 4 days

Purpose of Travel: Association of Alabama Tax Administrators Summer Conference

Traveler (s) Name: 1. Allyson Holland 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐
Private Vehicle ☒

Commercial Air ☐
Other (Specify) ☐

Total (est.) Cost: \$1,386.16

Advance Registration Required: \$325.00

Department Name: Revenue Commissioner

Fund Name: Manufactured Home Trust

Additional Comments: Total est cost includess registration fees

To: Janet Buskey, Revenue Comm.

From: Donald L. Mims, Administrator

The above request is app. 05/06/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,386.16 and advance registration of \$325.00 is authorized.

To be completed by the Finance Department

Fund Code: 781-51501.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$6,000.00

Approved Requests: \$0.00

Budget Available: \$6,000.00

Current Requests: \$3,037.61

Budget Balance: \$2,962.39

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/30/2013

cc: Finance Director / Buyer

11-23

MAY - 6 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 2

DEPARTMENT:	PERSONNEL	REVIEWED:	S. Thomas	5/1/2013
DATE:	5/1/2013	Finance Director		Date
REQUESTED BY:	Barbara M. Montoya	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Other Insurance Public Officials	123-51961.275	13,800	4,000	17,800
Other Professional Services	123-51961.307	29,950	-4,000	25,950
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		43,750	0	43,750

JUSTIFICATION:

Adjust budget for increased cost of Liability Insurance

MAY - 6 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2013-2

DEPARTMENT:	Youth Facility	REVIEWED:	S. Thomas	4/30/2013
DATE:	4/23/2013	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
Cleaning Supplies	001-52604-216	7,000	-3,000	4,000
Misc. Supplies	001-52604-219	5,000	-900	4,100
Telephone	001-52604-251	6,000	-2,000	4,000
Travel	001-52604-265	5,000	-2,100	2,900
Repair Motor Vehicles	001-52604-234	0	8,000	8,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		23,000	0	23,000

JUSTIFICATION:

Budget realignment to cover the cost of motor vehicle repairs.

MAY - 6 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 20

DEPARTMENT: County Comm Appropriatio REVIEWED: S. Thomas 5/2/2013
DATE: 4/15/2013 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
Building renovations/improvements	206-51300.524	19,876	1,157	21,033
Other Construction projects	206-51107.231	5,099	-1,157	3,942
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		24,975	0	24,975

JUSTIFICATION:

Budget for the cost of additional improvements at the new Revenue East location.
(HID card reader system)



PROPOSAL

3224 Mobile Highway
Montgomery, Alabama 36108-4454
334-281-8440
FAX: 334-286-4377

Montgomery Co. Probate & Revenue East
Atlanta Highway
Montgomery, AL
Attn: Donald Mims

04/30/13

Proposal Number:
MTGYCO13-0430

Revenue Office Door Access Controls

Proposal to add the Revenue office door to the HID card reader system. We will utilize the existing lockset hardware and power supply.

- ❖ (1) HID Controller
- ❖ (1) HID Card Reader
- ❖ (1) Software & Configuration For Separate Management
- ❖ 150' Plenum Rated Cat5e Cable
- ❖ Installation Material
- ❖ Installation Labor

PRICE - Good for 90 Days:

Eleven Hundred Fifty Seven and 00/100 (\$1,157.00)

Tammy Nix

From: Bryan Clark <bryan.clark@normentsecurity.com>
Sent: Tuesday, April 30, 2013 1:18 PM
To: Donald Mims
Cc: Tammy Nix
Subject: Revenue East Building Addition Door Controls
Attachments: DOC043013-04302013130907.pdf

Quote for additional door in Revenue East building.

Thanks,

Bryan Clark
Imperial Systems, Inc.
A Division of Norment Security Group
3224 Mobile Highway
Montgomery, Alabama 36108



Haskell Slaughter Young & Gallion, LLC
105 South Lawrence Street
Montgomery, Alabama 36104
Post Office Box 1660
Montgomery, Alabama 36103-1660
P 334.265.8573 | F 334.264.7945

April 4, 2013

Hand Delivery

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

RE: Medicaid Rehabilitation Services Contract.

Dear Donnie:

Enclosed please find a copy of an amended contract between the Montgomery County Youth Facility and The Bridge, Inc., and a copy of the Medicaid Rehabilitation Services Contract between the Alabama Department of Youth Services and the Montgomery County Commission for the Davis Treatment Center.

I would appreciate it if you would please place these two items on the agenda for the next meeting of the County Commission

If you have any questions, please let me know.

Sincerely,



Thomas T. Gallion, III

TTG/gt
Enclosures
cc: Bruce R. Howell

419123_1
50051-761

STATE OF ALABAMA
AGREEMENT
Between
The Montgomery County Commission
And
The Bridge, Inc.

FOR THE
Davis Program

This Contract (the "Agreement") is entered into on the 6th day of May, 2013, by and between the Montgomery County Commission (hereinafter sometimes referred to as "Contracting Authority") and The Bridge, Inc. (hereinafter sometimes referred to as "Company" and/or "The Bridge").

WHEREAS, the Contracting Authority is the designated authority seeking the implementation of the Davis Program (hereinafter referred to as "the program") in Montgomery County, Alabama.

WHEREAS, The Contracting Authority desires to have the program operated and managed by an organization with experience in adolescent programs; and

WHEREAS, the Contracting Authority desires that The Bridge, Inc. undertake the operation and management of said Davis Program under the following conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

Section 1: Purpose. The Company hereby agrees to undertake the development, operation and management responsibilities of the Davis Treatment Center to include a community day treatment program, the Weekend Adolescent Intensive Treatment program, and an evening program for Truancy Elimination. The daily program capacity is 35 male and female youths. The Company agrees to operate the program under the terms of this Agreement at such time agreed to by The Company and the Contracting Authority and established as set out herein. The operation of the program will be in accordance with the required terms and conditions provided within the Request For Proposal # 52601-12P-017.

Section 2. Duty to Cooperate. The parties acknowledge that their cooperation is critical to the ability of the Company to perform its duties successfully and efficiently. Accordingly, each party agrees to cooperate with the other fully in formulating and implementing the Company's recommendations. Both parties agree to cooperate with all audits, reviews, or inspections.

Section 3. Standard for the Davis Program Operation. While the Davis Program is under the management and control of the Company, the Company's operation of the program will, subject to limitations beyond the control of the Company, conform to applicable federal, state, and local statutes and ordinances and the applicable laws of the State of Alabama.

Section 4. Inventory. Representatives of the Contracting Authority and the Company will complete an inventory of equipment and furnishings provided by the Contracting Authority for the operations of the Davis Program. The Contracting Authority will be responsible for all major repair and replacement of equipment and furnishings provided to the Company for the operation of the Davis Program.

Section 5. Insurance. The Company at its sole cost and expense, shall provide for the comprehensive liability coverage and workmen's compensation for all of The Company's agents, servants, employees, personnel, and other persons connected in any way to the operation and the management of the program. The Company shall provide property coverage for any personal property used in the operation of the Davis Program. The Contracting Authority will be responsible for the property and facilities furnished to the Company in operating the Davis Program.

Section 6. Characteristics The program shall comply with applicable constitutional and DYS standards as well as any local, state, or federal standards, statutes, rules and regulations.

Section 7. Juvenile Records. The Company will have written policies and procedures to govern a juvenile record system. Information contained in the juvenile records shall be consistent with that required by Alabama Department of Youth Services for non-committed youth, and has been established in all programs of The Bridge, Inc. All information shall be considered confidential and is subject to release or disclosure only to authorized representatives of the agency having jurisdiction over the juvenile. Release of juvenile records to physicians or other health care providers for use in treatment is hereby expressly authorized by the Confining Jurisdiction.

Section 8. Program Records. The Company will maintain program records of all significant activities related to the operation of the program. These records will be available for review by the Contracting Authority.

Section 9. Compliance. The Company agrees to comply with the standards of the Alabama Department of Youth Services and the Medicaid Administrative Code, the Medicaid Provider manual, Rehabilitative Services, Chapter 105.

Section 10. Physical Examinations. The Contracting Authority will pay for a complete physical exam to include the Early and Periodic Screening, Diagnostic, and Treatment(EPSDT) for youth entering the program.

Section 11. Term. The Term of this Agreement shall commence on May 1, 2013 and shall run through April 30, 2014, with the option of both the Contracting Authority and the Company to renew this agreement under the same terms. If State funding is available, the contract may be increased up to 5% for each one year renewal period. The Company understands that the term of this Agreement and any subsequent renewal periods is dependent on necessary funds being paid to the Contracting Authority for the compensation outlined in Section 12 herein.

Section 12. Compensation for Services. The Contracting Authority hereby agrees to pay the Company, as compensation for their services related to this Agreement for the period commencing on May 1, 2013 and ending April 30, 2014, the sum of \$450,000.00 Dollars, payable in monthly installments of \$37,500.00.

The parties agree that the compensation to the Company for any renewal periods will be negotiated by the parties beginning not later than sixty (60) days prior to each such remaining annual period. In the event the parties are not able to agree on the compensation for said remaining annual periods, the Company shall continue operation of the Facility for the then existing compensation for a period through and including thirty (30) days from delivery of written notice terminating this Agreement.

Section 13. Billing for Services. The Company will submit an invoice to the Contracting Authority monthly for services provided during the month in accordance with the Request for Proposal #

52601-12P-017. Payment for the services invoiced is due within 10 days of receipt of the invoice by the Contracting Authority.

Section 14. Unusual Occurrences and Incidents. The Company will immediately notify the Contracting Authority in the event of an unusual occurrence or incidents and thereafter as requested and as soon as practical, furnish written notification of such occurrence or incident. In the event of a disturbance caused by a client, or if any security threat or peril should occur with or outside the program, the Contracting Authority shall be notified immediately. The Company will cooperate with the Contracting Authority and local law enforcement agencies in taking command and restoring order.

Section 15. Breach, Notice, and Cure. In the event of a breach of any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have ten (10) days in which to cure the breach. Only if the breach is not cured within such period shall the non-breaching party be entitled to pursue any remedies it may have due to the breach.

In the event any provision contained in this Agreement shall be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 16. Prohibition of Assignment. The Contracting Authority acknowledges that the nature of the services to be rendered under this agreement are unique and based on the Company's expertise and that as a consequence of such, the Contracting Authority is prohibited from assigning duties or obligations due under the terms of this Agreement without the consent of the Company.

Section 17. Hold Harmless. The Company will hold harmless the Contracting Authority as to any charge backs, penalties, state or federal repayments and any interest incurred by reason of any Title XIX noncompliance arising out of or connected with any action or failure to act by the Company in regard to the Company's responsibilities in regard to the Rehabilitative services or eligibility therefore as contemplated by this agreement. The term "Title XIX noncompliance" shall be construed to mean any failure or inability of the Company to meet the Medicaid requirements of Title XIX of the Social Security Act, and any regulations promulgated by the Federal government in connection therein.

The Company will hold harmless the Contracting Authority as to any penalties, state, or federal charge backs and/or replacements and any interest incurred by any reason as a result of the findings of any Medicaid, Attorney General or DYS Audit. The Company will hold harmless the Contracting Authority as to any and all actions of The Company.

Section 18. Notice. If notice or demand of any kind is to be given by any party to any other party, it shall be in writing, signed by the party giving it, directed to the intended recipient with sufficient postage prepaid, certified mail, addressed as follows:

To the Contracting Authority:
Bruce R. Howell, Administrator
Montgomery County Family Court
P. O. Box 9219-1111 Airbase Blvd
Montgomery, AL 36108-9219

To the Company:
Tim Naugher, Executive Director
The Bridge, Inc.

Administrative Offices
3232 Lay Springs Road
Gadsden, AL 35904

Section 19. Resolution of Disputes. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between Montgomery County Commission and The Bridge, Inc.

Section 20. Complete Agreement: Amendments and Waivers. This Agreement and all exhibits hereto and incorporated by references as set out fully herein comprise the entire understanding of the parties with respect to the transactions contemplated hereby.

This Agreement may be amended, each part may take any action herein prohibited or omit to take action herein required to be performed by it, and any breach of any covenant, agreement, warranty or representation may be waived, only if each party has obtained the written consent or waiver of the other party as to that specified breach only.

ATTEST:

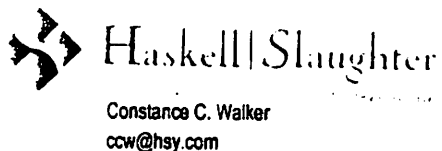
The Bridge, Inc.

By: _____
Tim Naugher, Executive Director / Date

ATTEST:

The Montgomery County Commission

By: _____
_____/ Date



Haskell Slaughter County Commission, LLC
135 South Exchange Street
Montgomery, Alabama 36104
Post Office Box 1660
Montgomery, Alabama 36103-1660
P 404.265.3573 | F 404.264.7045

April 4, 2013

Hand Delivery

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

RE: Medicaid Rehabilitation Services Contract.

Dear Donnie:

Enclosed please find a copy of an amended contract between the Montgomery County Youth Facility and The Bridge, Inc., and a copy of the Medicaid Rehabilitation Services Contract between the Alabama Department of Youth Services and the Montgomery County Commission for the Davis Treatment Center.

I would appreciate it if you would please place these two items on the agenda for the next meeting of the County Commission

If you have any questions, please let me know.

Sincerely,



Thomas T. Gallion, III

TTG/gt
Enclosures
cc: Bruce R. Howell

419123_1
50051-761

STATE OF ALABAMA
DEPARTMENT OF YOUTH SERVICES

ROBERT BENTLEY
GOVERNOR

POST OFFICE BOX 66
MT. MEIGS, ALABAMA 36057

J. WALTER WOOD, JR.
EXECUTIVE DIRECTOR

Legal Division
Telephone: 334-215-3803
Fax: 334-215-3872

March 14, 2013

Bruce Howell
Montgomery County Commission
1111 Air Base Blvd
P. O. Box 9219
Montgomery, AL 36108

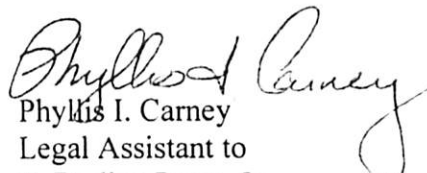
RE: Corrected Agreement between Alabama Department of Youth Services and
the Montgomery County Commission for the Davis Treatment Center

Dear Mr. Howell:

Enclosed are two original *Medicaid Rehabilitation Services Contract- Alabama Department of Youth Services and Montgomery County Commission for the Davis Treatment Center*. We have made the changes suggested by your attorney, Ms. Constance Walker. Please have the authorized official from the Montgomery County Commission sign both copies of the contract.

Once executed, please send back both original agreements for further processing. Once the contracts are signed by our officials, I will send you back a fully executed copy.

Sincerely,


Phyllis I. Carney
Legal Assistant to
T. Dudley Perry, Jr.
General Counsel

/pic

Enclosure

MEDICAID REHABILITATION SERVICES CONTRACT

ALABAMA DEPARTMENT OF YOUTH SERVICES
AND
MONTGOMERY COUNTY COMMISSION
FOR THE
THE DAVIS TREATMENT CENTER

THIS AGREEMENT between the Alabama Department of Youth Services (hereinafter DYS) and Montgomery County Commission for the Davis Treatment Center (hereinafter The Contracted Provider) regarding the provision of Medicaid reimbursement for Medicaid-eligible recipients who are receiving services from the Contracted Provider and who have a primary mental illness, substance abuse, or unspecified psychosocial diagnosis and receive rehabilitative services in accordance with the Alabama State Plan for Medical Assistance Medicaid Administrative code, chapter 47, and the Medicaid Provider Manual, chapter 105 (hereinafter State Plan), has an effective date of January 1, 2013 and an ending date of December 31, 2015.

WHEREAS, The Contracted Provider and DYS desire to enter into this agreement in order to assure needed services for certain Medicaid-eligible persons requiring rehabilitative services and to establish the basis for the services provided under this program; and

WHEREAS, the State Plan under Title XIX of the Social Security Act provides for coverage of rehabilitative services;

NOW THEREFORE, in consideration of the above premises and the mutual covenants contained herein, DYS and the Contracted Provider, intending to be mutually bound, agree as follows:

1. The Contracted Provider will be responsible for assuring that the professionals that provide rehabilitative services meet the requirements as outlined in the State Plan and shall comply with all relevant state and federal laws and regulations.

2. The Contracted Provider will hold DYS harmless as to any penalties or federal recoupments incurred by reason of any Title XIX noncompliance arising out of or connected with the rehabilitative services or eligibility therefore as contemplated by this agreement. The term "Title XIX noncompliance" shall be constructed to mean any failure or inability of the Alabama Medicaid Agency (hereinafter Medicaid) or DYS to meet the requirements of Title XIX of the Social Security Act, and any regulations promulgated by the federal government in connection therewith. The Contracted Provider shall be responsible for overpayments, errors, audit exceptions, etc.

3. Reimbursement to contractors shall be made only for services rendered pursuant to a primary psychiatric or substance abuse diagnosis. DYS shall pay the

contractors an amount equal to the monies received from Medicaid for approved claims processed by the Medicaid fiscal agent.

4. All claims must be submitted, by the Contracted Provider, in accordance with guidelines established by Medicaid and billing instructions provided by Medicaid's fiscal agency guidelines established by Medicaid and billing instructions provided by Medicaid's fiscal agent.

5. The Contracted Provider recognizes that individual youths' Medicaid eligibility determination must be made before any services are billed and that this determination is not a responsibility of DYS.

6. The Contracted Provider shall be solely responsible for submitting and monitoring financial claims which shall be in accordance with the guidelines established by Medicaid, billing instructions provided by the Medicaid fiscal agent, and any procedures established by DYS.

7. The Contracted Provider agrees to maintain complete records for three (3) years plus the current year to substantiate that the services billed to Medicaid were actually delivered to the Medicaid recipient and to substantiate the charges billed to Medicaid. However, if audit, litigation, or other legal action by or on behalf of the state or federal government has begun but is not completed at the end of the three year period, or if audit findings, litigation, or other legal resolution, such records shall be kept in a form that will facilitate the establishment of an audit trail in the event such items are audited. The Contracted Provider agrees to make available for review or request by DYS, DHHS personnel, State Examiners of Public Accounts, the State Attorney General, Controller General, or the General Accounting Office, records related to services provided under this agreement.

8. The Contracted Provider agrees that services billed to Medicaid shall not exceed actual expenditures.

9. The Contracted Provider will provide DYS information on its clients so that Medicaid can verify eligibility. The Contracted Provider agrees to notify DYS when clients are no longer receiving services from the Contracted Provider within ten (10) days of the cessation of such services.

10. The Contracted Provider agrees to reimburse DYS, following each provider payroll, state match and all transfer fees associated with providing the services specified in this agreement.

11. The Contracted Provider agrees that it (and its employees) will not be subject to the provisions of, nor entitled to the benefits of, the State Merit System Law.

12. The parties hereto agree that their responsibilities one to another are contingent upon the availability of state and/or federal funds and that such responsibilities

shall terminate if said funds cease to be available. In the event of the proration of the funds from which payment under this contract is to be made, the contract will be subject to termination.

13. Under no circumstances shall the commitment by DYS contained herein constitute a debt of the State of Alabama as prohibited by Section 213, Constitution of Alabama 1901, as amended by Amendment XXVI.

14. The Contracted Provider shall comply with Titles VI and VII of the Civil Rights Act of 1964, the Federal Age Discrimination Act, and Section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act of 1991.

15. The Contracted Provider shall comply with all laws and regulations governing confidentiality of Private Health Information which are applicable to the Medicaid program.

16. The Contracted Provider will comply with all State and Federal regulations and applicable Alabama Administrative Codes and the Alabama Medicaid Providers Manual for Rehabilitative Services.

17. 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.

18. This agreement shall expire two (2) years from the effective date unless extended in writing by the parties hereto. Subsequent extension shall be for the period of one (1) year only.

THIS AGREEMENT constitutes the full and complete agreement between the agencies and supersedes any and all previous agreement between DYS and the Contracted Provider in the provision of rehabilitative services for the Contracted Provider Medicaid eligibles.

IN WITNESS WHEREOF, this agreement has been executed by the Alabama Department of Youth Services and Montgomery County Commission, by their authorized officials.

**MONTGOMERY COUNTY
COMMISSION**

**ALABAMA DEPARTMENT OF
YOUTH SERVICES**

Authorized Official

J Walter Wood, Jr.
Executive Director

This contract has been reviewed for legal compliance with all applicable laws, rules and regulations of the state of Alabama governing these matters.

This contract has been reviewed for legal compliance with all applicable law, rules and regulations of the state of Alabama governing these matters.

Approved as to Form:

Approved as to Form:

Legal Counsel

Legal Counsel

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM**

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

1. Grantee Name & Address: Montgomery County Sheriff's Office 115 S. Perry Street Montgomery, AL 36104-4243		2. Issuing Office & Address: Alabama Department of Homeland Security PO Box 304115 Montgomery, AL 36130-4115	
3. FY 2011	4. Amount of: Federal: \$50,000.00 Total: \$50,000.00	5. Effective Dates Begin: 3/1/2013 End: 12/01/2013	6. Grant Number: 1ETL

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 2011 is herein referred to as the Agreement Fiscal Year.

1. **Applicable Federal Regulations:** The sub-grantee must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Part 220, Cost Principles for Educational Institutions; 2 CFR Part 225, Cost Principles for State and Local Governments; 2 CFR Part 230, Cost Principles for Non-Profit Organizations; and 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. Also, the sub-grantee must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. In addition, the sub-grantee must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.

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

3. **Audit Requirements:** The sub-grantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by 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.

Initial Here D.C.
16-2

**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:

Initial Here D.C.

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

- a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
- b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
- c. The accounting system should provide accurate and current financial reporting information; 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.

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

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

a. **Equipment Storage:** Rental or leasing of space for a newly acquired allowable equipment items is allowable. Grant funds may be used to cover only the portion of the rental/lease period that occurs during the grant project period. Supplanting of previously planned or budgeted activities is strictly prohibited.

b. **Exercises:** Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.

c. **Office Space:** Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with 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.

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

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the sub-grantee agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The sub-grantee agrees to submit a Budget Detail Worksheet to the Alabama 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

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

b. Detailed budget worksheets will document program expenses as prescribed in other sections of the grant guidance. Detailed budget worksheets will be prepared and provided to 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: This grant is for conducting ALERRT Course.

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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) 832-1646

Fax Number:

(334) 832-7113

Mobile Number:

(334) 850-1329

E-Mail Address:

DerrickCunningham@mc-ala.org

Signature:



Date:

4/25/13

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:

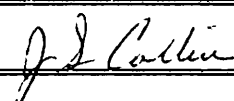
NOTE: THE POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON.
STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS
WITHOUT AL DHS APPROVAL.

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Director, Alabama Department of Homeland Security

Signature:



Date:

4/25/2013

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**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.

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

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

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

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

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

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

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

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

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

Alabama 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:

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April 17, 2013

SCHEDULE H: AMENDMENT TO LIGHTING SCOPE OF WORK IN THE ANNEX I FACILITY.

Clarification: Due to renovation work by a separate construction contract in the Annex I facility-3rd floor, the owner has requested SE to credit the Montgomery County Commission monies for labor and material not installed. The requested credit will be bilateral and include current material, equipment, labor and future guarantees associated with this scope of work. The specific breakdown of the lighting credit is as follows:

Annex 1- 3rd Floor Scope Deduct	Qty	
CF 13CFL	3	
R 2L[T8-2-32-IS-LP]	62	
R 2L[T8-2-32-IS-LP]-HARD	4	
R 2LT[T8-4-32-IS-LP]	18	
RF 2LR2'-WHT-AH[T8-2-32-IS-HP]	9	
RF 2LR2'-WHT-AH[T8-2-32-IS-SP]	5	
RF 2LRT-WHT-AH[T8-4-32-IS-SP]	23	
RF 2LR-WHT-AH[T8-2-32-IS-HP]	2	
RF 2LR-WHT-AH[T8-2-32-IS-SP]	25	
ZZ DD	6	
ZZZ OS WDT	3	
ZZZ OS WIR	18	
ZZZ VENDMISER-SNACK	1	
Grand Total	188	\$ 9,515.00

Deductive Change Order Price: **(\$ 9,515.00)**

Energy Savings Guarantee Deduct Impact Annex I= -23907Kwh: **(\$ 1,512.00)**

By: [Signature]
Title: [Signature]
Date: 4/17/13

By: _____
Title: _____
Date: _____

Schneider Electric | Buildings Business
1850 West Crosby Road
Carrollton, TX 75006 USA
Tel. +1 972 323 1111 Fax +1 972 242 0028
www.schneider-electric.com/buildings

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ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, May 20, 2013, at 8:00 in the morning.

Donald Z. Morris 5/20/13
Administrator

Elton W. Hearn Jr.
Chairman