

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
MAY 20, 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 and items on the agenda.

DISCUSSION BY THE COMMISSION

Commissioner Ingram requested to rescind his appropriation in the amount of \$5,000 to the City of Montgomery, to be used by BONDS for the cost of a walking trail to join the two neighborhoods for the Taylor Lakes/Sagestone Homeowners Association. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Commissioner Ingram requested a \$1,000 miscellaneous appropriation from his account to the Friends of the Montgomery Clean City Commission, Inc., for the Lagoon Park Trail Project. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Vice Chairman Harris requested a \$1,000 miscellaneous appropriation from his account to the Montgomery County Recreation Department, Southern Dixie Youth Baseball League. Commissioner Polizos requested a \$500 miscellaneous appropriation from his account for the same program. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Chairman Dean, Vice Chairman Harris and Commissioner Ingram requested a \$500 miscellaneous appropriation from each of their accounts to the BOE, Brewbaker Junior High School, for Principal's Discretionary Fund, for the Special Needs Dance. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Vice Chairman Harris requested a \$1,000 miscellaneous appropriation from his account to the City of Montgomery, to be used by BONDS to support Spring Valley/Cross Creek/Valley Village, 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.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE R. HOWELL

Juvenile Court Administrator Bruce R. Howell briefed the Commission regarding a Memorandum of Understanding with Montgomery Public Schools for the 2013 Summer School Program. He stated that there would be no cost to the County. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mr. Howell requested that the Commission approve a new classification of Juvenile Court Clerk Supervisor, Pay Grade A07 for the Youth Facility. He also requested that the Commission approve a Position Fill Request for the Juvenile Court Clerk Supervisor, Position Number 900316001. After discussion, the Commission agreed to waive rules and add these items to the agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci informed the Commission that he had worked with the Engineering Department and the City/County Emergency Management Agency regarding sirens.

Mr. Ialacci briefed the Commission regarding the issuance of a Request for Proposal for Sales and Use Tax and Business License Collections. After discussion, Chairman Dean asked that Mr. Ialacci, Vice Chairman Harris, Commissioner Ingram, Administrator Mims, Deputy Administrator Mitchell and Ms. Henderson form a committee to work the issue.

PRESENTATION BY SPORTS SALES MANAGER RONALD SIMMONS AND DIRECTOR OF SALES KEELY SMITH WITH THE MONTGOMERY AREA CHAMBER OF COMMERCE CONVENTION & VISITOR BUREAU

Montgomery Area Chamber of Commerce Convention and Visitor Bureau Sports Sales Manager Ronald Simmons and Director of Sales Keely Smith requested funding for tourism development for the AME Zion National Conference to be held in Montgomery. After discussion, the Commission agreed to waive rules and add a Budget Change Request in the amount of \$12,000 to the agenda for this event.

PRESENTATION BY SENIOR VICE PRESIDENT OF CORPORATE DEVELOPMENT ELLEN MCNAIR AND PROJECT MANAGER JUSTICE SMYTH WITH THE MONTGOMERY AREA CHAMBER OF COMMERCE AND REGIONAL VICE PRESIDENT DERRIL STRICKLAND WITH GOODWYN, MILLS & CAWOOD, INC.

Senior Vice President of Corporate Development Ellen McNair and Project Manager Justice Smyth with the Montgomery Area Chamber of Commerce briefed the Commission regarding the Project Agreement between Montgomery County Commission, City of Montgomery and DAS

North America, Inc. Administrator Mims inquired as to whether a construction road would have to be provided, and Ms. McNair responded that the local governments would not be providing them with the additional road. After discussion, the Commission agreed to have a Public Hearing regarding the DAS Project Agreement at the next Commission meeting and to place this item on the next agenda.

Regional Vice President Derril Strickland with Goodwyn, Mills & Cawood, Inc., briefed the Commission regarding Contract Amendment Number 1 to the Professional Services Contract with Goodwyn, Mills & Cawood, Inc., concerning the Industrial Park Boulevard Extension to serve the DAS project site at the Montgomery Industrial Park. After discussion, the Commission agreed to place this item on the next agenda.

RECESS TO EXECUTIVE SESSION

Commissioner Williams made a motion to go into the Executive Session, based upon the recommendation by County Attorney Tyrone C. Means, regarding a criminal investigation of a person who is not a public official. The motion was seconded by Vice Chairman Harris and unanimously approved by each Commissioner openly giving their individual vote.

Administrator Mims noted that all five County Commissioners were present and stated that the Commission would recess to the Information Session immediately following the Executive Session. Chairman Dean recessed the Information Session to the Executive Session. (Letter Regarding Convening the Executive Session and a Checklist for Conducting Lawful Executive Sessions, Pages 24-1 and 24-2, 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

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE

County Engineer George C. Speake recommended that the Commission approve two Position Fill Requests for Master Auto Mechanics, Position Numbers 650592004 and 650592007, which were on the agenda. Mr. Speake also briefed the Commission regarding a Lease Agreement Renewal with Williamson Properties, Ltd., for the purchase of clay gravel. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY REVENUE COMMISSIONER JANET BUSKEY

Revenue Commissioner Janet Buskey briefed the Commission regarding revenue collections.

Vice Chairman Harris inquired as to how much the Back-to-School Sales Tax Holiday costs the County and Deputy Administrator Mitchell responded that he would have Revenue Manager Terri Henderson research the issue.

PRESENTATION BY SHERIFF D.T. MARSHALL

Sheriff D.T. Marshall briefed the Commission regarding a Position Fill Request for Payroll Clerk, Position Number 006 for the Sheriff's Office. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR MITCHELL

Administrator Mims presented a quote for the Probate and Revenue Commissioner seal/sign at the new east office in the amount of \$995 each. After discussion, the Commission agreed to waive rules and add a Budget Change Request in the amount of \$1,990 to the agenda.

Deputy Administrator Mitchell requested approval of two Service Maintenance Workers II, Position Numbers 260702043 and 260702046 for Support Services. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Administrator Mims presented a Lounge Retail Liquor-Class II (Package) License Application from applicant Twinkle 24 LLC for Shopper Stop I Package, located at 23193B Troy Highway, Pine Level, Alabama 36065. After discussion, the Commission agreed to place this item on the next Thursday Memo as a Future Agenda item.

Administrator Mims presented a Cooperative Agreement for the FY 2011 State Homeland Security Grant Program, Grant Number 1ETL, effective June 1, 2013 through August 31, 2013 for the Sheriff's Office. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented Budget Change Request Number 1 from the Appraisal Department and Budget Change Request Number 3 from the Board of Registrars. After discussion, the Commission agreed to waive rules and add these items 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 Jimmy Smitherman, Montgomery County Extension Coordinator of the Alabama Cooperative Extension System, at the request of 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 Tyrone C. Means, and County Engineer George C. Speake.

Mr. Williams made a motion to approve the Minutes of the Regular Meeting of May 6, 2013. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

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 3, are attached to these Minutes.)

NEW BUSINESS

DISTRICT ATTORNEY'S OFFICE – APPROVED GRANT APPLICATION TO ADECA FOR A JUVENILE ACCOUNTABILITY BLOCK GRANT AND RELATED RESOLUTION OF APPLICANT FOR MATCHING FUNDS

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

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Rhonda B. Cape, Administrative Assistant

DATE: May 15, 2013

RE: Juvenile Accountability Block Grant

The Montgomery County District Attorney's Office is applying to ADECA for a Juvenile Accountability Block Grant for a Juvenile Truancy Prosecutor. The County Commission serves as the sub grantee and agreed at the May 6 Commission meeting to provide the matching funds. The grant start date will be October 1, 2013.

Please place this grant application request on the Montgomery County Commission agenda for Monday, May 20, 2013.

Thank you.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Grant Application, Resolution and Graphs, Agenda Pages 1-2 through 1-10, are attached to these Minutes.)

Commissioner Ingram asked Administrative Assistant to the District Attorney Rhonda Cape for clarification regarding the grant. Ms. Cape stated that the 10% match is \$8,500. The grant would start on October 1, 2013, and is due by the end of this week.

INFORMATION SYSTEMS – APPROVED MASTER AGREEMENT WITH INGENUITY, INC., REGARDING PROFESSIONAL SERVICES AND SOFTWARE DEVELOPMENT

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

MEMORANDUM

To: Donnie Mims

From: Lou Ialacci

Cc: Judge Steven Reed, John Mitchell, Rick Hayes, Pat Silas

Date: May 15, 2013

RE: Ingenuity Master Service Agreement (MSA) Approval

Montgomery County Commission entered into the original thirty month MSA with Ingenuity, Inc., on July 1, 2005. The agreement has been extended twice in the past with the last amendment extending the agreement through November 2012. Due to an oversight the last amendment expired and thus so did the MSA. Attached is an updated MSA from Ingenuity, Inc., with minimal modifications based on current Commission requirements.

Ingenuity has been and continues to be a very valuable business partner with the Montgomery County Commission. They have been involved in saving the County significant amounts of money with telephone and power services. In addition they worked very closely with the Probate Office to develop the best vehicle and boat registration system in the state. Ingenuity continues to provide maintenance services on the registration system. In addition Ingenuity has worked on other special projects like disaster recovery.

Currently Ingenuity is very interested in working with the County and City to develop a new system for sales and use tax collections that would integrate with their business license system, which is currently in use in several counties.

I request this be included on the Commission's May 20, 2013 agenda for their approval.

Thank you

End of Memorandum

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

Chairman Dean stated that the Addendum to the Memorandum of Understanding regarding a Joint Management Agreement for Information Technology, Telecommunications and Radio Functions remains the same, except to add that the Chief Information and Technology Officer, Lou Ialacci, will report to the County Commission once a month, as County Engineer George C. Speake does. Vice Chairman Harris stated that the Memorandum of Understanding should be renewed for one year. Chairman Dean requested that this be put on the next Agenda of the County Commission meeting, scheduled for June 3, 2013.

REVENUE COMMISSIONER'S OFFICE – APPROVED CONTRACT FOR PROFESSIONAL SERVICES WITH DOMINION LEGACY, INC., REGARDING THE 2012 TAX SALE

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

May 1, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Janet Buskey, Revenue Commissioner

CC: Donnie Mims, County Administrator

RE: CONTRACT APPROVAL – 2012 TY TAX SALE

Attached please see the proposed contract for professional services for Gary Boyd of Dominion Legacy, Inc., to provide the following services (1) Conducting the actual tax sale (2) Making available related consulting services (3) Any other necessary or reasonable assistance to the Montgomery County Revenue Commissioner regarding the tax sale. The contract has been included in the approved 2013 FY budget.

As a vendor, Mr. Boyd is certified as an E-Verify member.

I respectfully request that this contract be placed on the agenda at the next County Commission meeting for approval. Thank you for your consideration.

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 Biographical Information Sheet and Contract, Agenda Pages 3-2 through 3-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED 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 (THE AMENDMENT IS FOR A BOUNDARY SURVEY AND PLATTING OF THE 30 ACRE SITE FOR DAS NORTH AMERICA, INC.)

The Administrator presented the following memorandum:

May 2, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Contract Amendment Number 1 regarding Agreement for Engineering Services with Goodwyn, Mills & Cawood, Inc.

During the April 1, 2013 County Commission meeting, Regional Vice President Derril Strickland with Goodwyn, Mills & Cawood, Inc., briefed the Commission regarding an Agreement for Engineering Services concerning Preparation of Plans and Specifications for Construction of Water and Sewer Extensions at the Montgomery Industrial Park, subject to assurance of reimbursement from DAS should Project Agreement not be executed. The Commission agreed to place this Agreement on the April 15, 2013 agenda and it was approved.

Attached is a Contract Amendment Number 1 to the Agreement for Engineering Services for a boundary survey and platting of the 30 acre site.

I am requesting approval of this item.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams. Chairman Dean, Vice Chairman Harris, Mr. Polizos and Mr. Williams voted in favor of the motion. Mr. Ingram abstained from the vote and the motion carried. (Copy of Contract Amendment Number 1, Agenda Pages 4-2 and 4-3, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 3 TO CONTRACT WITH HAYNES AMBULANCE OF ALABAMA, INC., FOR RENEWAL OF EMERGENCY MEDICAL TREATMENT AND TRANSPORTATION SERVICES (AMBULANCE SERVICES)

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

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager

DATE: May 2, 2013

SUBJECT: Contract No. 52110-10C-018, Emergency Medical Treatment and Transportation Services for Montgomery County

Request approval of the attached Amendment No. 3 to the above referenced contract, with Haynes Ambulance of Alabama, Inc., be placed on a future agenda for the County Commission meeting.

Amendment No. will extend the contract for an additional three (3) month period, beginning July 1, 2013 and ending September 30, 2013, with no increase in price and no changes to the original specifications.

Attachment

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. (Copy of Amendment Number 3, Agenda Page 5-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 3 TO CONTRACT WITH OUTDOOR OBSESSIONS FOR GRASS CUTTING SERVICES AT VARIOUS MONTGOMERY COUNTY PARKS

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

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager

DATE: May 3, 2013

SUBJECT: Contract No. 51901-10B-017,
Grass Cutting Services at Various Montgomery
County Parks

Request approval of the attached Amendment No. 3 to the above referenced contract, with Outdoor Obsessions, be placed on a future agenda for the County Commission meeting.

Amendment No. 3 will extend the contract for an additional one (1) month period, beginning June 15, 2013 and ending July 31, 2013, with no increase in price and no changes to the original specifications.

Attachment

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. (Copy of Amendment Number 3, Agenda Page 6-2, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE (ELECTIONS) – APPROVED AMENDMENT NUMBER 2 TO
CONTRACT WITH PRO MOVERS & STORAGE REGARDING DELIVERY OF
EQUIPMENT TO VOTING LOCATIONS

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

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager

DATE: May 1, 2013

SUBJECT: Contract No. 51910-10C-007, Delivery, Placement,
Precinct Assembly of Election System Equipment

Request approval of the attached Amendment No. 2 to the above referenced contract, with Pro Movers & Storage, be placed on a future agenda for the County Commission meeting.

Amendment No. 2 will extend the contract for an additional six (6) month period, beginning July 1, 2013 and ending December 31, 2013, with no increase in price and no changes to the original specifications.

Attachment

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Amendment Number 2, Agenda Page 7-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

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

May 20, 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-2013-97: Alabama – Korea Educational Exchange Program, Inc., (A-KEEP, Inc.), for Elite Global Leadership Program - \$500; (Polizos)

C-2013-98: Council on Substance Abuse-NCADD, for the Community Recovery Support Track (CREST) Program - \$500; (Polizos)

C-2013-99: Montgomery County Recreation Department, Tukabatchee Area Council, Boy Scouts of America, for Underprivileged Youth Programs - \$1,000; (Polizos)

NC-2013-99: City of Montgomery, to be used by BONDS to Green Acres Neighborhood, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Harris)

NC-2013-100: City of Montgomery, for Montgomery Museum of Fine Arts, for the 40th Montgomery Art Guild Museum Exhibition - \$500; (Harris)

NC-2013-101: Town of Pike Road, for 2013 Summer Fest - \$1,500; (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:

NC-2013-56: Rescind Appropriation to City of Montgomery, to be used by BONDS for the Cost of a Walking Trail to Join the Two Neighborhoods for the Taylor Lakes/Sagestone Homeowners Association - \$10,000; (Ingram-\$5,000 and Polizos-\$5,000) (The appropriation is to be paid after the project is completed)

NOTE: Will appropriate funds at a later date.

C-2013-100: Friends of the Montgomery Clean City Commission, Inc., for Lagoon Park Trail Project - \$1,000; (Ingram)

C-2013-101: Montgomery County Recreation Department, Southern Dixie Youth Baseball League - \$1,500; (Harris-\$1,000 and Polizos-\$500)

NC-2013-102: BOE, Brewbaker Junior High School, for Principal's Discretionary Fund, for Special Needs Dance - \$1,500; (Dean-\$500, Harris-\$500, and Ingram-\$500)

NC-2013-103: City of Montgomery, to be used by BONDS to support Spring Valley/Cross Creek/Valley Village, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Harris)

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

COUNTY COMMISSION – APPROVED BID AWARD FOR PICKUP TRUCK FOR FORESTRY COMMISSION, BID NUMBER 51950-13B-012, SUBJECT TO RECEIVING \$3,713 FROM MONTGOMERY COUNTY VOLUNTEER FIRE DEPARTMENTS

The Administrator presented the following memorandum from Buyer II Tammy Turner:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II
DATE: May 1, 2013
SUBJECT: Invitation to Bid No. 51950-13B-012
Pickup Truck for Forestry Commission

Request approval of award on the above referenced Invitation to Bid, to the low bid of Stivers Ford Lincoln, for the amount of \$24,713.00, to be placed on a future agenda for the County Commission meeting. (Copy of spread sheet attached)

Coordination of award made with Dale Hurst of the Forestry Commission.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 9-2, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUESTS FOR TWO
MASTER AUTO MECHANICS, POSITION NUMBERS 650592004 AND 650592007

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

April 29, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: George C. Speake, County Engineer
SUBJECT: Position Fill for Master Auto Mechanic

It is requested that we be allowed to fill two vacant Master Auto Mechanic positions at our Vehicle Maintenance Shop.

We presently have six Master Auto Mechanic slots, three of which are currently vacant. We will soon have four vacant slots because one of our mechanics has notified us he will be resigning his employment with us within effective May 20, 2013. After his resignation we will have only two Master Mechanics remaining at our shop.

We have delayed filling these vacancies in efforts to comply the the ongoing hiring freeze, and we have been able to “get by” over the past fall and winter months when workloads were slower paced. However, with the mowing season now upon us, it is essential that we fill two of the four vacancies immediately in order to keep the mowing crews’ equipment operational and properly maintained.

These two position fills will be open and competitive (new hires); however, 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 these two positions. Thank you for your assistance with this matter.

Attachments

End of Memorandum

Vice Chairman Harris 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 10-2 and 10-3, are attached to these Minutes.)

REVENUE COMMISSIONER’S OFFICE – APPROVED POSITION FILL REQUEST FOR REVENUE BRANCH SUPERVISOR, POSITION NUMBER 800120022

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

May 1, 2013

MEMORANDUM

TO: Mr. Elton Dean, Chairman
Montgomery County Commissioners

Cc: Donnie Mims, County Administrator

FROM: Janet Y. Buskey, Revenue Commissioner

SUBJECT: Position Fill Request – Revenue Branch Supervisor

Effective June 1, 2013, Scott Clemens will be retiring leaving us with a Branch Supervisor vacancy.

I respectfully request authorization to fill this position effective June 1, 2013. This position will be a promotional position filled from current employees within the Revenue Commissioner’s Office.

I am requesting that this position be considered and placed on the agenda at the next Commission meeting.

Thank you for your consideration.

End of Memorandum

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

TAX & AUDIT DEPARTMENT – APPROVED POSITION FILL REQUEST FOR CLERK
TYPIST II, POSITION NUMBER 810012009

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

May 15, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Position Fill Request for Clerk Typist II

Please see attached memo from Terri Henderson, Tax & Audit Manager, requesting a vacancy be filled due to the resignation of Ms. Karen Grimes, leaving the staff short. This is an authorized position and is fully funded in the budget.

This information was discussed during the Working Session on May 6, 2013 and I was advised to place this item on the next agenda for approval for the May 20, 2013 Commission Meeting. I recommend approval of this request.

If you have any question, please contact me.

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. (Copies Memoranda and Position Fill Request, Agenda Pages 12-2 through 12-5, are attached to these Minutes.)

YOUTH FACILITY – APPROVED POSITION FILL REQUEST FOR JUVENILE
PROBATION OFFICER I, POSITION NUMBER 900304008

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

MEMORANDUM

To: Mr. Donnie Mims
From: Bruce R. Howell
Date: 4/23/2013
Re: Fill request

Please place the attached fill request on the Agenda for the Commissioner's working agenda. This is to replace a Probation Officer vacancy. The County pay Grade is A06 - \$34,563 - \$1,329 - \$16.6167. I am asking with the Commission's approval my request for the Position fill request to be placed on the next formal agenda. Thank you for your consideration in this matter.

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. (Copy of Position Fill Request, Agenda Page 13-2, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (8)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. Appraisal Department	Request Numbers 13 and 14
2. District Attorney's Office	Request Numbers 38, 39, 40, 41, and 42
3. Revenue Commissioner's Office	Request Number 5

Mr. Williams made a motion to approve the travel/training requests. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 14-1 through 14-8, are attached to these Minutes.)

WAIVED RULES

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

VARIOUS DEPARTMENTS – APPROVED BUDGET CHANGE REQUESTS (2)

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

DEPARTMENT

BUDGET CHANGE REQUESTS

- | | | |
|----|----------------------|------------------|
| 1. | Appraisal Department | Request Number 1 |
| 2. | Board of Registrars | Request Number 3 |

Mr. Williams made a motion to approve the budget change requests. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 15-1 and 15-2, are attached to these Minutes.)

YOUTH FACILITY – APPROVED MEMORANDUM OF UNDERSTANDING WITH MONTGOMERY PUBLIC SCHOOLS FOR 2013 SUMMER SCHOOL PROGRAM, YOUTH FACILITY

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

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell

Date: 5/14/2013

Re: Summer School Teacher MOU

Please place the attached MOU from the Board of Education on the next Agenda for the Commissioners. We just received this agreement and it needs to be fast tracked to facilitate summer school. I am requesting that this be discussed in the working session and that rules be waived and it placed on the formal agenda. We sign this MOU every summer. We pay for one teacher and they use our money as match to pay for two teachers. Thank you for your assistance in this matter.

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Memorandum of Understanding and Memorandum, Agenda Pages 16-2 through 16-4, are attached to these Minutes.)

YOUTH FACILITY – APPROVED NEW CLASSIFICATION OF JUVENILE COURT
CLERK SUPERVISOR, PAY GRADE A07

The Administrator presented the following memorandum from Assistant Personnel Director Karen Cason:

MEMORANDUM

TO: Bruce Howell, Juvenile Court Administrator
Montgomery County Youth Facility

FROM: Karen Cason, Assistant Personnel Director
Montgomery City-County Personnel

DATE: April 5, 2013

SUBJECT: Juvenile Court Clerk Supervisor

At your request, we have worked with you and the former clerk supervisor, Teresa Allen, to develop a job description for the clerk supervisor position. The completed job description is attached for your review. If everything is in order with the job description, please sign the last page, and return the document to our office.

Based on our review of the duties assigned to the classification, we find that the job is similar to the county's Probate Court Clerk Supervisor and the city's Court Operations Supervisor classifications which are compensated at pay grade A07. Therefore, we are recommending that your Juvenile Court Clerk Supervisor also be compensated at pay grade A07.

If you would like us to present the classification to the Personnel Board for inclusion in the county's pay plan, you will need to obtain the permission of the County Commission. Once we have the signed job description and the Commission's approval, we will present the classification at the following Personnel Board meeting.

If you have any questions or need anything else from us, please let us know.

End of Memorandum

Mr. Ingram made a motion to approve the new classification of Juvenile Court Clerk Supervisor, Pay Grade A07. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Job Description, Agenda Pages 17-2 through 17-6, is attached to these Minutes.)

YOUTH FACILITY – APPROVED POSITION FILL REQUEST FOR JUVENILE COURT
CLERK SUPERVISOR, POSITION NUMBER 900316001

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

MEMORANDUM

To: Mr. Donnie Mims
From: Bruce R. Howell
Date: 5/2/2013
Re: Fill Request

Please place my previous fill request for a Clerk Supervisor on the agenda for May 6, 2013. This position was previously filled in the last 19 years by a Supervisor from the Circuit Clerks office. I was told that it was removed because of budget cuts from AOC. I am specifically asking that the Commission approve the position as a County employee reporting to the Juvenile Court Administrator.

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 Position Fill Request, Agenda Page 18-2, is attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE FY 2011
STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 1ETL,
EFFECTIVE JUNE 1, 2013 THROUGH AUGUST 31, 2013

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

MEMORANDUM

Date: May 10, 2013
To: Donnie Mims, County Administrator
Montgomery County Commission
From: Chief Cunningham
Re: Cooperative Agreement
Grant #: 1ETL

Please find attached two (2) original Cooperative Agreements regarding the 1ETL grant. Please have Commissioner Dean sign both original agreements as well as return both originals to me as soon as possible. Please note that you can make a copy for your records. If you will let Christie (ext. 1339) know as soon as the originals are signed and I will have someone pick them up from you. Please do not route them via "Hand Mail", I would prefer to pick up the documents.

If you have any questions, please feel free to contact me at ext. 1646.

End of Memorandum

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

ENGINEERING DEPARTMENT – APPROVED LEASE AGREEMENT RENEWAL WITH WILLIAMSON PROPERTIES, LTD., FOR PURCHASE OF CLAY-GRAVEL

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

May 6, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Renewal of Lease Agreement for Purchase of Clay-Gravel
Williamson Properties, Ltd.

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of renewing our present lease agreement with Williamson Properties, Ltd. for purchase of clay-gravel.

If approved please have attached lease agreement executed, in duplicate, and return to our office for further processing.

Attachments

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Agreement, Agenda Pages 20-2 through 20-5, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 23 FOR JUDGE OF PROBATE’S SEAL/SIGN AND REVENUE
COMMISSIONER’S SEAL/SIGN AT THE NEW EAST REVENUE/PROBATE OFFICES

The Administrator requested approval of budget change request number 23, County Commission Appropriations.

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 21-1, is attached to these Minutes.)

SUPPORT SERVICES – MAINTENANCE DEPARTMENT – APPROVED POSITION FILL
REQUESTS FOR TWO SERVICE MAINTENANCE WORKER II POSITIONS, POSITION
NUMBERS 260702043 AND 260702046

The Administrator requested approval of position fill requests for two Service Maintenance Worker II positions, position numbers 260702043 and 260702046.

Mr. Ingram made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 22-1 and 22-2, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED EARLY POSITION FILL REQUEST FOR PAYROLL
CLERK, POSITION NUMBER 006

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

May 17, 2013

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

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

SUBJECT: Early Fill Request
Payroll Clerk

I have been advised today by my Payroll Clerk Lisa Herring that she will be accepting a position with Sherrill Thomas in Finance.

The Payroll Clerk for the Sheriff’s Office is responsible for the payroll and personnel matters for approximately 375 personnel. The Sheriff’s Office works 7 days a week, 24 hours a day with numerous shifts and personnel classifications. This is not a position that can easily be filled.

I am requesting that the County Commission approve this early fill position so that I can begin the search to replace Ms. Herring and begin the long, difficult task of training a new person. This is a critical position for the Sheriff's Office and your cooperation in this matter will be appreciated.

End of Memorandum

Mr. Williams made a motion to approve the early position fill request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Letter and Position Fill Request, Agenda Pages 23-2 and 23-3, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

County Engineer George C. Speake wished everyone a safe Memorial Day weekend.

Commissioner Ingram asked Twinkle J. Patel to address the Commission regarding the liquor license request she has brought before them. Ms. Patel explained to the Commission that the facility, which will have a separate entrance from her regular retail store, will be a liquor store and not a lounge and noted that the hours of operation will be 10 a.m. to 10 p.m., six days a week. She informed the Commission that she is selling beer on Sundays and believes she can sell the liquor on Sundays as well, but she is not sure. Clarification was made by the Commission that this is not a lounge and that when one applies for an Alcohol License, the liquor store/lounge is listed on the application. Commissioner Ingram explained to Ms. Patel that her liquor license request will not be brought to a vote before the Commission until the County Commission meeting on June 17, 2013. Commissioner Ingram expressed his concerns regarding this liquor license because he has received several calls from the surrounding churches. Commissioner Ingram told the Commissioners that the store is located on Highway 231, across from Sikes & Kohn's. County Administrator Mims informed Ms. Patel that she would have to re-advertise the liquor license. Vice Chairman Ingram asked Ms. Patel if she would consider closing on Sundays and still retain the store hours of 10 a.m. to 10 p.m. for the remainder of the week. Commissioner Williams stated that it would not be right to ask her to close on Sundays. Vice Chairman Harris explained that the state law permits her to sell liquor on Sundays, and that the Commission does not have the right to request that she close on Sundays.

Michelle Browder, founder of ***I Am More Than***, addressed the Commission and stated that the Commission helped fund a trip to Washington D.C. last year, so that some area students had the opportunity to witness a Supreme Court case hearing. She informed the Commission that she used to have a restaurant, and that she will open a new restaurant called More Up Café De Chill in mid-June. The restaurant, which is a social enterprise for young people that offers them job training, will be located at 458 Sayre Street in downtown. She told the Commission that she couldn't have done this without their support last year. She noted that last year's youth rally was attended by over 1,500 youth and adults of all races, and that on June 1, 2013, from 1:00 to 9:00 p.m., they will have their second annual youth rally and forum called ***I Am More Than...Defying The Odds***, at the Riverfront Amphitheatre. She added that they expect to have 3,000 in attendance this year and requested funding from the Commission, as she has a budget shortfall of \$2,000. She asked the Commission to attend the rally to represent the County and

speak to the youth. Vice Chairman Harris asked Ms. Browder for the name of her organization and she responded: Faith Crusade Montgomery Rescue Mission, noting that the initiative ***I Am More Than*** falls under this organization. She thanked the Commission for their time and they thanked her for coming in a speaking about her organization.

Tamara Colfield, president of Delta Sigma Theta Sorority, Inc., stated that the Montgomery Alumnae Chapter is an organization of 400 women who are committed to public service. She said that she was not there to ask for any money, but to recognize the Commission for their service to the community with a plaque of appreciation, which she then presented to Chairman Dean. She stated that the plaque is a token of the Sorority's gratitude for their support and service to the Montgomery Community for the naming of the Bertha Pleasant Williams Library and the placement of a historic marker recognizing her as the first African American Librarian in the Montgomery Public Library System and the State. Chairman Dean thanked Ms. Colfield and told her if there was anything the Commission can help her with, just to ask. He added that this is a group of people the Commission loves to team up with.

Commissioner Ingram wished everyone a safe and good Memorial Day weekend. He noted that there were a lot of waived rules items and that it creates additional paperwork and work for the Commission staff. In order to minimize the waived rules items, he requested that the department heads get their documents to County Administrator Mims earlier, so that the agenda packets can be delivered to the Commissioners on the Thursday before the meeting. Having the agendas delivered at that time will allow the Commissioners time to look over the materials and make any necessary calls to the department heads, should they have any questions.

Commissioner Williams said good morning and stated that it was good to see everyone. He wished everyone a Happy Memorial Day. Commissioner Williams recognized Debra Anthony who is a former state employee, and he also recognized 10th Judicial Circuit, District Court Judge John E. Amari of Jefferson County, Birmingham, whom he worked with when the Judge was a State Senator. He informed the audience that there will be a ribbon cutting at 3:30 today for the new Probate/Revenue Offices located on Atlanta Highway.

Commissioner Polizos told the audience good morning and urged everyone to be safe in their travels over the holiday weekend. He also recognized Judge Amari.

10th Judicial Circuit, District Court Judge John E. Amari of Jefferson County, Alabama, told everyone good morning and expressed his appreciation for being recognized this morning. He added that he has enjoyed serving as a judge for 20 years.

Chairman Dean stated it is good to see everyone and wished them a safe Memorial Day weekend. He said that he has asked Administrator Mims to have the agenda packets delivered to the Commissioners by the Thursday evening before the Commission meeting, so that if there are any questions they can ask them Thursday night and Friday. He requested that the department heads have their documents to the Commission office by 5:00 on the Wednesday before the meeting, so that the office staff can do their jobs.

Vice Chairman Harris said good morning and welcomed everyone to the meeting. He added that it is always good to see the place fill with so many people and wished everyone a great holiday weekend. He told Chairman Dean that he plans on doing a little barbequing and that he is welcomed to come. Vice Chairman Harris recognized and thanked Ms. Denise Harris; no relation, a constituent from the Woodley Park area, for attending today's meeting. He stated that he would like to see more people from different communities attend the County Commission meetings and informed Ms. Browder that he would like to see some of the youth that she is mentoring attend the meetings, as well. She responded that she would.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY RISK MANAGER SCOTT KRAMER

Risk Manager Scott Kramer briefed the Commission regarding electrical safety testing in the Montgomery County Courthouse, Annex I, Annex II, and the detention facility. Mr. Kramer informed the Commission that the testing would cost approximately \$12,000 and that it would be paid from the Liability Fund. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Kramer briefed the Commission regarding health care contribution changes, effective October 1, 2013. After discussion, the Commission agreed to place this item on the next Thursday Memo as a Future Agenda item.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented an Engagement Letter with information pertaining to the Federal Single Audit and the Fraud and Related Party Transactions letter, which each Commissioner would need to provide a written response. He offered that he would help each Commissioner with their written response and the Commission accepted.

Administrator Mims reminded the Commission that all County offices would be closed Monday, May 27, 2013, in observance of Memorial Day.

DISCUSSION BY THE COMMISSION

Commissioner Ingram asked that the Commission place a Resolution approving the 2014 "Severe Weather Preparedness" Sales Tax Holiday on the next agenda. The Commission discussed obtaining additional information about next year's event, including the dates of the sales tax holiday weekend.

The Commission discussed the 2013 “Back-to-School” Sales Tax Holiday and agreed to place a Resolution approving the 2013 “Back-to-School” Sales Tax Holiday on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell briefed the Commission regarding an Agreement between Owner and Architect, PH&J Architects, Inc., regarding miscellaneous architectural improvements to the Department of Human Resources building located at 3030 Mobile Highway, PH&J #1305GV. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Mitchell briefed the Commission regarding Change Order Numbers 3, 4 and 5, in the amount of \$7,756.27, with CannDauSon Construction, Inc., concerning the East Revenue/Probate Offices. After discussion, the Commission agreed to place these items on the next agenda as one item.

Administrator Mims presented Budget Change Request Number 21 regarding funding for tourism development for the 2013 Buckmasters Expo and a copy of the Buckmasters economic impact study concerning the 2003 Expo. After discussion, the Commission agreed to place the Budget Change Request on the next agenda.

Administrator Mims informed the Commission that he had inadvertently not presented the Budget Change Request in the amount of \$12,000, regarding funding for tourism development for the AME Zion National Conference during the Formal Session. After discussion, the Commission agreed to place Budget Change Request Number 22 on the next agenda.

PRESENTATION BY CITY/COUNTY PERSONNEL DIRECTOR BARBARA M. MONTOYA

Personnel Director Barbara M. Montoya requested that the County Commission pay a portion of the cost to purchase and install new carpet in the Personnel Department. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$4,800 on the next agenda.

DISCUSSION BY THE COMMISSION

The Commission discussed that Addendum to the March 12, 2012, Memorandum of Understanding (MOU) between the City of Montgomery, and Montgomery County Commission, regarding a Joint Management Agreement for Information Technology, Telecommunications and Radio Functions, which 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.

After discussion, the Commission agreed to add the following provisions to the Addendum and place it on the next agenda: (1) Chief Information and Technology Officer shall give an update to the Commission at every Commission meeting, (2) Every six months, there will be a joint

meeting with the Mayor, County Commission, Deputy Mayor, County Administrator and Deputy Administrator to review the prioritization of the City and County goals/projects and (3) The term of the agreement shall be extended for an additional three years terminating on March 12, 2016.

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 that Administrative Mims has the authority to approve payment for this abatement due to the terms of the Project Development Agreement and instructed him to issue payment.

Administrator Mims noted that the following information was in the Commissioners' packets for them to review:

- Schedule of Upcoming Bids/Contract Renewals
- Copy of Population Report for April 2013 for the Mac Sim Butler Detention Facility
- Copy of Census and Fiscal Report for April 2013 for Community Corrections

Administrator Mims noted the following funding requests:

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

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry briefed the Commission regarding upcoming events and noted that the AUM Business Breakfast was rescheduled to Thursday, May 29th, after the guest speaker was delayed from last week's breakfast, due to severe weather. She also presented the Commission with the design of a County lapel pin, as requested by Vice Chairman Harris. After some discussion, Mrs. Henry was instructed by the Commission to order a small number of the

lapel pins which feature the county logo and to also research the price and specifications of a County Challenge Coin.

DISCUSSION BY THE COMMISSION

Chairman Dean, Vice Chairman Harris and Commissioner Polizos requested a \$500 miscellaneous appropriation from each of their accounts for the Faith Crusades Ministries, Inc. After discussion, the Commission agreed to place these items on the next agenda.

ADJOURNMENT

Commissioner Polizos made a motion to adjourn the meeting of the Montgomery County Commission on May 20, 2013, at 11:30 a.m. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

05-20-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 05-10-13

Check Number	To	Check Number
234982		235089
Total Checks Paid		\$753,406.67

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

05-20-13 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 05-10-13

Check Number	To	Check Number
235090		235204
Total Checks Paid		\$406,395.97

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

MAY 20 2013

05/20/13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
05/17/13

Payroll Check Number	116173	To	Payroll Check Number	116275	\$ 78,203.94
Direct Deposits					\$ 757,641.96
Payroll Check Number	116276	To	Payroll Check Number	116302	\$ 244,841.75
Direct Deposits					\$ 318,756.77
Federal Deposits					\$ 307,484.91
Total Payroll Paid					\$ 1,706,929.33

CHECK

116172

PAYEE

Troy Alan Steelman

AMOUNT

\$130.56

DATE

05/03/13

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

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690		GRANT APPLICATION Date Received by LETS Grant # Assigned (Leave Blank) Form Revised January 10, 2004	Page 1
Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application			
1. Applicant Name Montgomery County Commission Address 101 South Lawrence Street Montgomery, AL 36104 Phone #: (334) 832-1259 Fax # (334) 832-2533 E-Mail		3. Authorizing Official Name Elton N. Dean, Sr., Chairman Title Montgomery County Commission Address 101 South Lawrence Street Montgomery, AL 36104 Phone # (334) 832-1259 Fax # (334) 832-2533 E-Mail	
2. Implementing Agency Name Montgomery County District Attorney Phone # (334) 832-2550		Signature _____ Date: _____	
4. Project Director Name Rhonda B. Cape, Administrative Assistant Address 251 South Lawrence Street Montgomery, AL 36104 Phone # (334) 832-2550 Fax # (334) 832-1615 E-Mail rhondacape@mc-ala.org Signature <i>Rhonda B. Cape</i> Date: 05/15/2013		5. Financial Officer Name Sherrill Thomas, Finance Director Address 101 South Lawrence Street Montgomery, AL 36104 Phone # (334) 832-1268 Fax # (334) 832-2533 E-Mail sherrillthomas@mc-ala.org Signature <i>Sherrill Thomas</i> Date: 5/16/13	
6. Type of Application ☒ Original ☐ Continuation of Previous Grant Number:		7. Program Under Which Application is Made Juvenile Accountability Block Grant	
8. Project Start Date (Estimated) 1-Oct-13		9. Project Ending Date (Estimated) 30-Sep-14	
10. Does this application require a prior cost approval? ☒ Yes ☐ No			
11. Name of the Project (Brief Descriptive Title) Montgomery County Truancy Prosecutor		12. Grant Funds Requested \$ 76,500.00	
13. Will other Federal Support be available for any part of this project? ☐ Yes ☒ No (If yes, identify and explain on Page 9)		14. Total Project Duration (in Months) 12	
15. Project Summary: (Suitable for a news release pertaining to this project) (Attached)			

Resolution of Applicant for Matching Funds

Whereas, the State of Alabama, through the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, under the Omnibus Crime Control and Safe Streets Act of 1968, (PL 90-351 as amended and other appropriate federal authorizations, is offering financial aid to combat rising crime, improve the criminal justice system, assist victims of crime, and assist in the problems of juvenile justice; and

Whereas, the Montgomery County Commission hereinafter referred to as Applicant, is of the opinion that it would be beneficial to make application for such assistance and

Whereas, said applicant agrees to be accountable for providing the cash match toward the total cost of said project,

NOW, THEREFORE, BE IT RESOLVED by the Applicant

that, Elton N. Dean, Sr., in his/her official capacity

as Chairman, be authorized to make

application to the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, for said financial Assistance.

Adopted this the _____ day of _____ 2013

I, Donald L. Mims, County Administrator
(Name) (Title)

In and for the Montgomery County Commission

Do hereby certify that the above is a true and correct copy of a resolution adopted at their regular meeting of _____, 2013, and the same appears in the minutes of said meeting.

Witness by hand and official seal of the Montgomery County Commission

This the _____ day of _____, 2013.

(Name)

(Title)

PROJECT SUMMARY

During the 2007-2008 academic school term there were 60,643 unexcused absences reported by Montgomery Public Schools (hereinafter referred to as "MPS"). In the 2008-2009 school term, there were 89,348 unexcused absences reported. MPS records during the 2009-2010 school term showed 94,277 unexcused absences, and during the 2010-2011 term, there were 116,849 unexcused absences reported. There was a slight drop in reported unexcused absences during the 2011-2012 school term with 94,351. The sheer number of unexcused absences indicates a serious problem that impacts the educational system, the community and more importantly, the truant.

Truancy is costly. It costs school districts thousands of dollars each year in funds that are tied to daily attendance figures. The community is also impacted by truancy: Businesses must expend additional funds to train uneducated workers; Taxpayers are put in a position requiring the payment of higher taxes to pay for additional law enforcement, welfare costs for dropouts and the underemployed; and, crime victims are put at a deficit due to losses sustained as a result of being victimized by a juvenile who should have been in school. Studies have shown that a truant is at a higher risk than those who attend school to commit delinquent acts, use drugs/alcohol, and become a victim of crime. Further, truants can expect to have a diminished earning capacity over his/her lifetime potentially resulting in poverty and dependence upon government assistance.

In response to the issue of truancy and its effects, the Montgomery County District Attorney's office (hereinafter referred to as the "DA" or "DA's office") partnered with MPS during the 2010-2011 school-term by implementing the Truancy Intervention Program ("TIP"). What began as a pilot program has now been implemented throughout the school district to address truancy in Montgomery County. While the partnership has thus far proven to be successful, it has created a new opportunity.

The partnership between the DA and MPS has resulted in a drastic increase in the number of truancy petitions filed against juveniles, as well as an increase in the number of warrants filed against parents for not fulfilling their parental duties by ensuring their child's school attendance. Further complicating the issue is the fact that this type of case is a very tedious and time consuming proposition in terms of prosecution. The increase in volume and the intricacies of this type case will result in a significant back log within the juvenile system impacting the expeditious prosecution of much more serious offenses i.e., violent felonies. Future expansion of the truancy effort is predicted to result in additional court dockets to address the backlog that will be created. Thus, the hiring of an additional prosecutor within the juvenile justice system in Montgomery County, with an emphasis on the prosecution of truancy and adult contributing cases, will help alleviate court backlogs and enable serious felonies to be prosecuted more expeditiously.

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690	GRANT APPLICATION 20. Project Narrative Detailed Budget Explain computations in the Budget Narrative on Page 8. Form Revised January 10, 2004
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A. Personnel:
List each individual with salary

Name of Employee	Position / Title	Salary	Rate Of Pay (BW, SM)	% of Time Devoted to Project	Annual Income / Unit Cost	Category Total
TBD	Juvenile Truancy	\$ 2,237.33	24	100%	\$ 53,695.92	\$ 53,695.92
	Prosecutor (DDA)	\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
See Attachment 1 (Personnel)					\$ -	\$ -
					Salaries Sub-Total	\$ 53,695.92

Fringe Benefit Computation

Item	Amount	Rate	%	Amount	%
FICA	\$ 53,695.92		7.650%	\$ 4,107.73	
SUI	\$ 53,695.92		0.000%	\$ -	
W/C	\$ 53,695.92		0.000%	\$ -	
Health Insurance	\$ 800.00	12	100.00%	\$ 9,600.00	
Health Insurance	\$ -	0	0.00%	\$ -	
Retirement	\$ 53,695.92	1	12.02%	\$ 6,454.24	
Other	\$ -	0	100.00%	\$ -	
Other	\$ -	0	100.00%	\$ -	
Other	\$ -	0	100.00%	\$ -	
				Fringe Sub-Total	\$ 20,161.97

Total Personnel Expenditures \$ 73,857.89

B. Confidential Expenditures:
Prior approval of procedures is required

1. Purchase of Services	\$ -
2. Purchase of Evidence	\$ -
3. Purchase of Specific Information	\$ -
Total Confidential Expenditures \$ -	

Professional Services:
Must be itemized
List by individual or type of individual, with fee basis limited to a reasonable rate not to exceed \$450 per day.

1. Individual Consultants and/or Contracting of Service Organizations	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Total Professional Services \$ -	

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690	GRANT APPLICATION	Page 7
20. Project Narrative Detailed Budget (Continued) Form Revised January 10, 2004		

D. Travel:
 Transportation & associated cost of project personnel. (Consultant travel is to be included in Category C)

Mileage:	mileage to/from conference	\$	300.00
Per Diem:	meals at \$40/day	\$	200.00
Conference Cost:	conference registration	\$	350.00
Other:	hotel expenses	\$	750.00

Total Travel **\$ 1,600.00**

E. Operating Expenses:
 Must be itemized

Office Supplies	\$	2,942.11
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-

Total Operating Expense **\$ 2,942.11**

F. Equipment Purchase:
 Must be itemized

Item	Qty	Unit Price	Total Item Cost
Office furniture: desk, chair	1	\$ 1,500.00	\$ 1,500.00
Desktop Computer	1	\$ 1,000.00	\$ 1,000.00
Desktop Printer	1	\$ 400.00	\$ 400.00
Laptop for use in Court	1	\$ 1,000.00	\$ 1,000.00
Office Chairs for Clients	2	\$ 300.00	\$ 600.00
Desk Phone/cell phone (1 ea)	1	\$ 500.00	\$ 500.00
file cabinets	2	\$ 800.00	\$ 1,600.00
See Attachment 2 (Equipment)			\$ -

Equipment Purchase Total **\$ 6,600.00**

Lease or Rental Equipment

	\$	-	\$ -
	\$	-	\$ -
See Attachment 2 (Equipment)			\$ -

Lease or Rental Total **\$ -**

Total Equipment Expense **\$ 6,600.00**

Total Project Cost **\$ 85,000.00**

Matching Ratio:	ADECA / LETS %	90%	ADECA / LETS Support	\$ 76,500.00
	Match %	10%	Matching Contribution	\$ 8,500.00

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690	GRANT APPLICATION Source of Match and Continuation Projection Form Revised January 10, 2004	Page 9
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22. Source of Contribution:
 (Indicate Sources Per Instructions)

	\$ -
Montgomery County Commission	\$ 8,500.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Total Matching Contribution: \$8,500.00
 Match Differential: \$0.00

Match from page 7 \$ 8,500.00

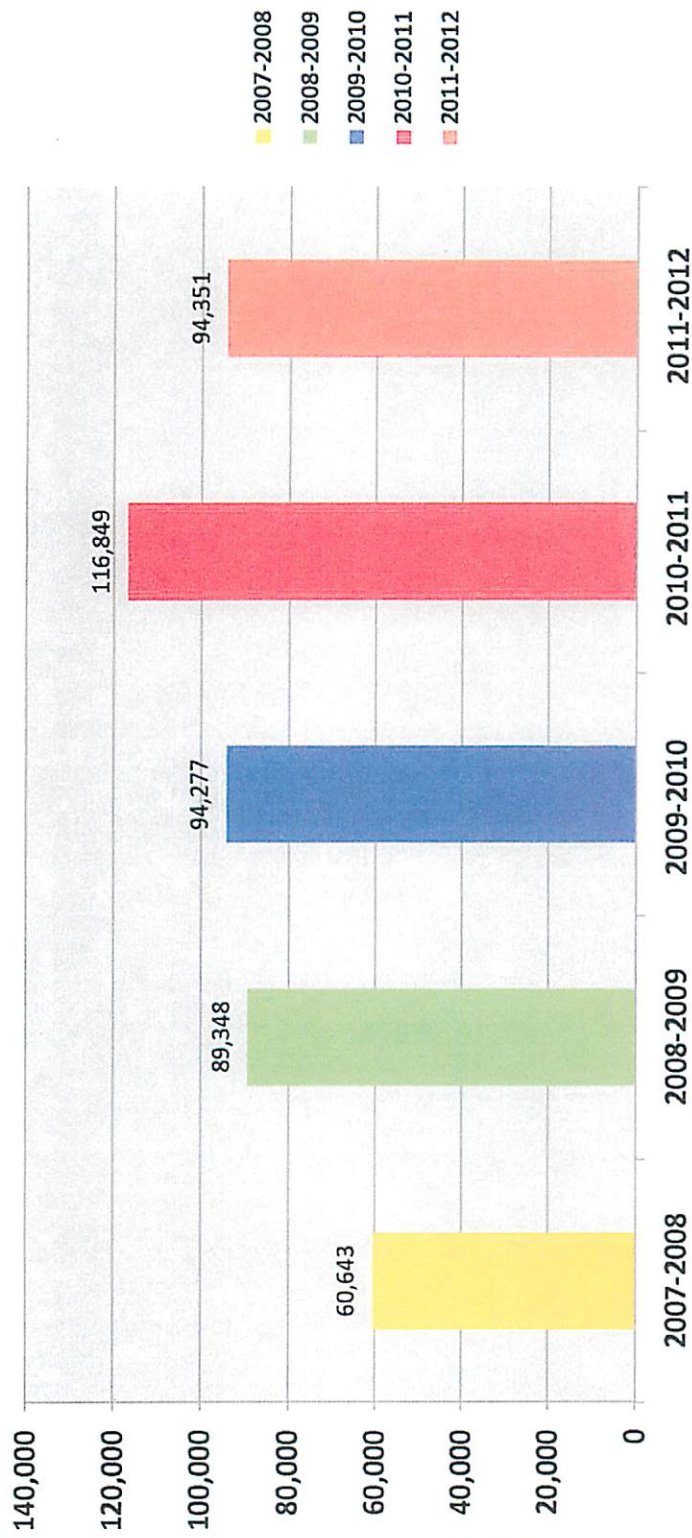
23. Budget Summary and Projection: **APPLICATION IS INCOMPLETE WITHOUT THIS**
 (Total budget of applicant or implementing agency)

Budget Categories	Prior Phase	Present Phase	Successive Phase
A Personnel and Fringe	\$ -	\$ 73,857.89	\$ 56,950.00
B Confidential Expenditures	\$ -	\$ -	\$ -
C Professional Services	\$ -	\$ -	\$ -
D Travel	\$ -	\$ 1,600.00	\$ -
E Operating Expenses	\$ -	\$ 2,942.11	\$ -
F Equipment	\$ -	\$ 6,600.00	\$ -
Total Budget of Applicant	\$ -	\$ 85,000.00	\$ 56,950.00
Duration of Project Phase	12	12	12

24. Federal Support:
 Will other Federal support be available for any part of this project?
 Yes ☐ No ☒ If "Yes", Explain:

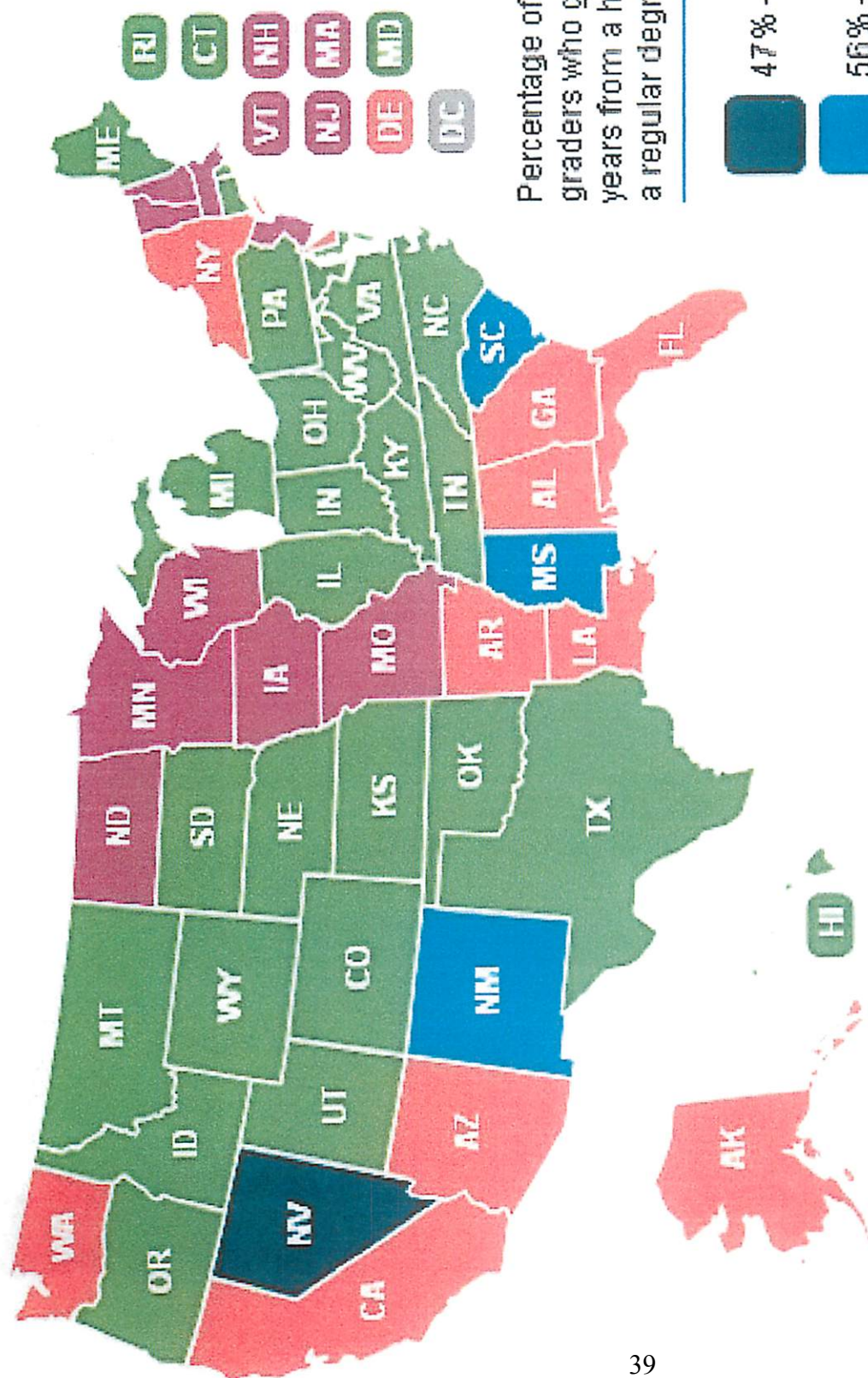
25. Federal Submissions:
 Have other Federal agencies been contacted for assistance on this or similar projects?
 Yes ☐ No ☒ If "Yes", Explain:

Number of Unexcused Absences District Wide 2007-2012



MPS Truancy/Affidavits/Contributing Warrants Filed 2007-2012





Ingenuity

MASTER AGREEMENT

This Master Agreement (the "Agreement") is made this ____ day of May, 2013, by and between Ingenuity, Inc., an Alabama corporation, ("Ingenuity") and the Montgomery County Commission ("Montgomery County"). This Agreement will serve to replace and supersede the Master Agreement between the parties dated August 21, 2007 as amended February 20, 2010.

A. Ingenuity is a professional services and software development firm that provides a broad range of strategic, creative, business and technology services.

B. Montgomery County desires to retain Ingenuity to provide certain products and/or services as described in a Statement of Work ("SOW"), which upon execution by duly authorized representatives of both Ingenuity and Montgomery County shall be attached hereto and shall become subject to and part of this Agreement.

NOW THEREFORE, for and in consideration of the mutual representations, warranties, covenants and agreements set forth below, the parties agree as follows:

1. **SERVICES.** Ingenuity shall perform for Montgomery County the services (the "Services") described and agreed to in a SOW. In the event of any conflict between the terms of a SOW and this Agreement, the SOW shall control. As required for Ingenuity to perform the Services, Montgomery County shall provide Ingenuity access to Montgomery County's facilities and all relevant Montgomery County information.

2. **TERM.** The initial term of this Agreement shall be for three (3) years beginning as of the date of this Agreement.

3. **PAYMENT FOR SERVICES.**

(a) Payment. Montgomery County shall pay Ingenuity as set forth in the applicable SOW.

(b) Travel and Other Expenses. All expenses incurred by Ingenuity related to providing the Services to Montgomery County hereunder shall be paid by Ingenuity, unless otherwise agreed upon in writing by both parties.

(c) Terms of Payment. Ingenuity shall submit invoices to Montgomery County as agreed upon in the applicable SOW and Montgomery County shall pay Ingenuity's invoices within thirty (30) calendar days of the date of Ingenuity's invoice.

4. **CONFIDENTIALITY.** In connection with this Agreement, each party may disclose certain confidential or proprietary information ("Information") to the other party. Each party will treat all Information as confidential and not disclose it to any third party. The parties agree to protect the Information by using the same degree of care, but no less than a reasonable degree of care, as the other party uses to protect its own similar confidential information. This obligation of confidentiality and care shall extend for two (2) years following the termination of this Agreement. Each party's duty of confidentiality shall not extend to information that (i) is already known to or has been developed independently by such party without reference to the other party's Confidential Information, (ii) is received from a third party who has the right to hold and disclose it, (iii) is released in writing from confidentiality protection by the other party, or (iv) is in the public domain, except if as a result of a breach of this Agreement. Notwithstanding the foregoing, Montgomery County shall incur no liability and will not breach

this Agreement by disclosing any documents, records, or information pursuant to Sections 36-12-40 or 36-12-41 of the Code of Alabama 1975, as amended.

5. WARRANTIES.

(a) Ingenuity Warranty. Ingenuity shall perform the Services in a professional and workmanlike manner.

(b) WARRANTY EXCLUSION. THIS AGREEMENT PROVIDES FOR SERVICES AND POTENTIALLY CERTAIN RELATED SOFTWARE. NO EMPLOYEE, AGENT, OR REPRESENTATIVE OF INGENUITY HAS ANY RIGHT TO MAKE ANY REPRESENTATION, WARRANTY, OR PROMISE ON INGENUITY'S BEHALF WITH RESPECT TO THE SERVICES OR SOFTWARE, AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(c) Montgomery County Warranty. Montgomery County represents and warrants that it has full power and authority under any software licenses or other contracts relating to computer software with regard to which Ingenuity is to deliver the Services, to permit Ingenuity to provide such Services without liability to any third party. The parties hereto recognize and agree that in providing the Services contemplated hereunder, Ingenuity may have access to certain computer software licensed to Montgomery County by third party licensors, and Montgomery County hereby agrees that, to the extent necessary, Montgomery County shall be responsible for obtaining the written consent of any licensors or other third parties necessary in connection with any software licenses or other agreements to which Montgomery County is a party. Montgomery County further represents and warrants that as to content generated by Montgomery County or Montgomery County-supplied intellectual property, that (1) Montgomery County holds the necessary rights to permit the use of such by Montgomery County for the purposes of this Agreement and (2) the use or transmission of such will not violate any civil or criminal laws, rules or regulations or any rights of any third parties including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, trade dress or other proprietary or property right.

6. OWNERSHIP OF WORK.

(a) License of Deliverables. Ingenuity grants Montgomery County a world-wide, transferable, assignable, nonexclusive and perpetual license to use, operate, modify and/or market any Deliverable, as defined in a SOW, provided by Ingenuity.

(b) Right to Use Work. Ingenuity may, with Montgomery County's written approval, use work completed for Montgomery County for the following: inclusion in Ingenuity's portfolio of work to be used for the purposes of demonstrating proficiency and competence to prospective customers; submission of work to competitions for purposes of pursuing awards of recognition; and publication of award winning work in any media by recognized competitions.

(c) Ingenuity Software. Notwithstanding the foregoing, Ingenuity's processes, including but not limited to Ingenuity's methodology, procedures, strategies, trade secrets, know how, ideas and expertise used by Ingenuity in providing Services, are not included in any Deliverable and Ingenuity retains all right, title and interest in and to such processes, including all intellectual property rights pertaining thereto. Montgomery County also acknowledges that Ingenuity may provide certain Ingenuity products and computer software comprising (i) pre-existing software developed by Ingenuity or (ii) modifications to such pre-existing Ingenuity software, or (iii) new subroutines developed by Ingenuity (collectively referred to as "Ingenuity Software"). For purposes of this Agreement, "subroutine" means modules or code having one or more functions incorporated, embedded or contained within a Deliverable. Ingenuity Software may or may not be included in a Deliverable. Title to all such Ingenuity Software shall remain vested solely in Ingenuity. However, Ingenuity grants Montgomery County a worldwide, nonexclusive and perpetual license to operate and/or modify such Ingenuity Software.

7. **INSURANCE.** Ingenuity will secure and maintain reasonably adequate worker's compensation insurance in accordance with the law of the work site. Ingenuity will also maintain comprehensive general liability and property damage insurance in accordance with generally accepted industry standards.

8. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR GOODWILL, SUFFERED BY THE OTHER PARTY OR ITS CUSTOMERS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR IS REASONABLY FORESEEABLE. EXCEPT IN CONNECTION WITH MONTGOMERY COUNTY'S OBLIGATION TO PAY INGENUITY FOR THE SERVICES, IN THE EVENT EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY MATTER RELATING TO OR ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT OR OTHERWISE, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST THE OTHER PARTY FOR ALL EVENTS, ACTS OR OMISSIONS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT ACTUALLY PAID BY MONTGOMERY COUNTY FOR INGENUITY SERVICES UNDER THE APPLICABLE STATEMENT OF WORK.

9. **INDEPENDENT CONTRACTORS.** Ingenuity's relationship with Montgomery County shall be that of an independent contractor and not that of an employee of Montgomery County or any affiliate. Each party shall be solely responsible for wages, salaries and other amounts due to its respective employees or subcontractors. Each party shall be responsible for all reports and obligations respecting its employees concerning social security, income tax, unemployment insurance, workers' compensation and security matters. Neither party shall have the authority to enter into contracts that bind the other party or create obligations on the part of the other party without the prior written authorization of such other party. Ingenuity does not undertake to perform any obligation of Montgomery County, whether regulatory or contractual, or to assume any responsibility for Montgomery County's business or operations. Ingenuity has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Services.

If a SOW attached hereto specifies certain Ingenuity staff to perform the Services, Ingenuity may in its reasonable discretion substitute or add other personnel and will notify Montgomery County of such changes in writing and amend the applicable SOW; provided, however, that such replacement personnel shall be acceptable to Montgomery County. If a SOW does not specify individual Ingenuity staff members to perform the Services, then Ingenuity may staff the Services as it reasonably sees fit, but shall use reasonable efforts to notify Montgomery County of any changes to Ingenuity's personnel from those initially assigned to perform the Services.

10. **TERMINATION.** Either party may terminate this Agreement in the event of a material breach by the other party of any representation, warranty, condition or covenant of this Agreement. The non-breaching party shall give the breaching party fifteen (15) business days prior written notice with an opportunity to cure the breach within such fifteen (15) business day period. In the event that the breaching party fails to cure the breach within the fifteen (15) business day period, the non-breaching party shall have the right to terminate this Agreement.

11. **DISPUTE RESOLUTION.** If a dispute arises out of or related to this Agreement or its breach, the parties shall endeavor to settle this 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 through 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 Ingenuity, Inc.

12. MISCELLANEOUS.

(a) This Agreement and any executed SOW constitutes the entire agreement of the parties hereto with respect to the matters contemplated hereby, and no other agreement, statement or promise, made by any party hereto, that is not contained herein shall be binding or valid. Except as otherwise expressly provided in this Agreement, this Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Ingenuity and Montgomery County. The parties agree that the terms and conditions included in each party's standard printed forms, including any purchase order or other instrument covering the subject matter of this Agreement, which purport to amend, alter, modify, change, or supplement all or any part of this Agreement shall be of no force and effect.

(b) Except for the disclosure of any records, documents, or information by Montgomery County pursuant to Sections 36-12-40 or 36-12-41 of the Code of Alabama 1975, as amended, each of the parties acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of Sections 4 are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in the Circuit Court of Montgomery County, Alabama, in addition to any other remedy to which they may be entitled, at law or in equity.

(c) Any notice required or permitted to be given under this Agreement, including, without limitation, all requests for approval or consent, shall be personally delivered or sent by registered or certified first class U.S. Mail, return receipt requested, by a recognized overnight courier service, by hand delivery, or by confirmed facsimile transmission and shall be deemed given upon receipt. All such notices shall be delivered to the following addresses, which may be changed at any time upon written notice to the other party:

Ingenuity, Inc.
8137 Helena Road
Pelham, AL 35124
Attention: President

Montgomery County Commission
100 S. Lawrence Street
Montgomery, AL 36102
Attention: County Administrator

(d) The waiver by any party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. Any waiver of a term, covenant or condition in this Agreement shall be valid only if in writing.

(e) In the event of any action or proceeding at law or in equity between Montgomery County and Ingenuity to enforce or interpret any provision of this Agreement or to protect or establish any right or remedy of either party hereunder, the party not prevailing in such action or proceeding shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred therein by such prevailing party and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included in and as part of such judgment.

(f) The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either party. The parties acknowledge that each party and its counsel have reviewed this Agreement and participated in its drafting and therefore that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(g) In the event that either party is unable to perform any of its obligations under the Agreement or to enjoy any of its benefits because of, or if loss of the product is caused by, natural disaster, actions or decrees of governmental bodies or communications line failures not the fault of the affected party ("Force Majeure Event"), the party who has been so affected immediately shall give notice

to the other party and shall do everything possible to resume performance. Upon receipt of such notice, the Agreement shall be immediately suspended. Delays in delivery due to a Force Majeure Event shall automatically extend the delivery date(s) for the period equal to the duration of such Force Majeure Events; any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such Force Majeure Event.

(h) In the event that any provision of this Agreement, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

(i) This Agreement shall be interpreted and construed under and pursuant to the laws of the State of Alabama without regard to its rules on conflicts of laws.

(j) Ingenuity shall have the right to prepare and distribute a news release announcing Montgomery County as a customer of Ingenuity. Montgomery County has the right to approve any news release prior to its distribution, and Montgomery County agrees to cooperate with Ingenuity in providing an appropriate quotation for an approved release. Ingenuity may reference Montgomery County's name and use Montgomery County's logo in Ingenuity's sales calls and in lists of Ingenuity's customers. This provision shall survive the termination of this Agreement.

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

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

Montgomery County Commission

Ingenuity, Inc.

Signature: _____

Signature: _____

By: Elton N. Dean, Sr.

By: Rick A. Hayes

Title: Chairman

Title: President

Date: _____

Date: _____



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

MEMORANDUM
May 13, 2013

1. 1. 6.

TO: Donnie Mims
FROM: Tommy Gallion

RE: Ingenuity, Inc.
Master Agreement

I have reviewed your May 13, 2013 memorandum and the April 29, 2013 memorandum from Lou Ialacci to you. I also reviewed the Master Agreement by and between Montgomery County Commission and Ingenuity, Inc.

It is my understanding from Lou Ialacci's memorandum that the original agreement expired in November 2012. Due to an oversight, the last amendment to the Master Agreement expired and thus so did the Master Agreement. Hence, MCC would like to replace and supersede the Master Agreement between the parties dated August 21, 2007 as amended on February 20, 2010.

In my review of the May 2013 Master Agreement, I noted that the term is for three (3) years and that there are no renewal clauses in the agreement. So in May 2016, this Master Agreement will expire and will need to be amended or a new master agreement entered into. I have no changes to the Master Agreement and it is legal and binding upon all the parties.

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
4790306_1

Gary W. Boyd
Biographical Information

Professional Experience:

1984 to 2009 (25 years) – Served in four different positions with the Jefferson County Tax Collector's Office, Birmingham, Alabama. This period spanned part of the terms of three different Tax Collectors.

Ultimately responsible for the Land Redemptions area of the Tax Collector's Office. Also responsible for planning and conducting the annual tax sale (3,000 to 5,000 items annually).

Retired from Jefferson County Tax Collector in June 2009 to start **Alabama Tax Properties** (Dominion Legacy, Inc.). This business offers the following services:

Governmental consulting
Tax certificate and tax deed management
Contract investor representation
Property transition management
General property tax consulting

Education:

Graduate of Samford University in Birmingham, Alabama in May, 1983 with a B. S. in Business Administration.

Contract for Professional Services

This agreement is between the **Montgomery County Commission, Montgomery, Alabama** and **Dominion Legacy, Inc.**, for professional services to be rendered by Dominion Legacy, Inc. for the event of the 2012 tax sale, administered by the Montgomery County Revenue Commissioner. This tax sale is scheduled to begin on Wednesday, June 5, 2013.

Services to be provided are as follows but are not limited to: (1) Conducting the actual tax sale (2) Making available related consulting services (3) Any other necessary or reasonable assistance to the Montgomery County Revenue Commissioner regarding the tax sale.

Compensation to Dominion Legacy, Inc. for these services will consist of fees, travel and food/lodging as described below:

FEES: \$3.50 per parcel for each parcel offered at the tax sale. Fees will not be less than \$2,450.00 (equivalent to 700 parcels) or greater than \$3,500.00 (equivalent to 1,000 parcels).

NOTE: If the number of parcels offered at tax sale exceeds 1,000, fees will be capped at \$3,500.00. Travel and Food/Lodging will not be affected by the fee cap. Invoice will be for actual parcels offered subject to the minimum and maximum fee limits.

TRAVEL: Mileage rate of .565 per mile not to exceed 400 miles. Invoice will be for actual miles subject to the travel cap.

FOOD/LODGING: \$200.00 per day not to exceed 3 days. Invoice will be for actual expenses subject to the food/lodging cap.

MEDIATION: 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 Dominion Legacy, Inc.

(Page 2 is signature page)

These above terms agreed by the authorized representatives signed below:

Elton Dean, Sr.
Chairman
Montgomery County Commission

Date

Gary W. Boyd, Director
Dominion Legacy, Inc.

Date

**CONTRACT AMENDMENT NO. 1
AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN
MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA
AND
GOODWYN, MILLS & CAWOOD, INC.
GMC PROJECT NO. CMGM130066**

The agreement for engineering services for the construction of water and sewer extension, dated _____, 2013, is hereby amended as follows:

ARTICLE 1. Basic Services is amended to include:

Boundary Survey

- 1.33 ENGINEER will prepare a boundary survey in accordance with industry standards of a 30-acre parcel of land at the north end of Industrial Park Boulevard, Montgomery Industrial Park. The configuration of said parcel is to be determined by the OWNER in conjunction with the proposed user of the site.

PLAT

- 1.34 ENGINEER will prepare a plat of the 30-acre parcel, in accordance with industry standards, for submittal to the Planning Controls Department of the City of Montgomery for approval by the Montgomery Planning Commission. ENGINEER will represent the OWNER at the public hearing and will assist the OWNER with recording the final plat document.

ARTICLE 4. Compensation is amended to include:

- 4.17 The OWNER agrees to pay to the ENGINEER a total fee of \$3,500.00 for the Boundary Survey as noted in Article 1, 1.33, Amendment No. 1.
- 4.18 The OWNER agrees to pay to the ENGINEER a total of \$500.00 for the platting as noted in Article 1, 1.34, Amendment No. 1. Said fee does not include out of pocket expenses to include submittal fees, advertising costs, etc.

Wherefore, the undersigned, by their signatures, certify they have carefully read their contract Amendment No. 1, understand the terms and condition contained therein, have proper authority to execute this Amendment and do so as their own free act.

OWNER:

THE MONTGOMERY COUNTY COMMISSION
A MUNICIPAL CORPORATION

By: _____

Title: _____

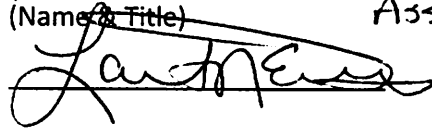
ATTEST: _____
(Name & Title)

ENGINEER:

GOODWYN MILLS & CAWOOD, INC.

By: 
Derril L. Strickland, P.E.

Title: Regional Vice President

ATTEST: Lanita Evans - Admin. Assist.
(Name & Title)


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

AMENDMENT
TO
CONTRACT NO. 52110-10C-018

Amendment No. 3

DATE: May 2, 2013

Contract No. 52110-10C-018, Emergency Medical Treatment and Transportation Services for Montgomery County, is hereby amended as follows:

-Contract is hereby extended for a three (3) month period, beginning July 1, 2013 and ending September 30, 2013.

-All pricing and provisions of the contract shall remain the same.

WITNESS:

HAYNES AMBULANCE OF ALABAMA, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

AMENDMENT
TO
CONTRACT NO. 51901-10B-017

Amendment No. 3

DATE: May 3, 2013

Contract No. 51901-10B-017, Grass Cutting Services at Various Montgomery County Parks, is hereby amended as follows:

-Contract is hereby extended for a one (1) month period, beginning June 15, 2013 and ending July 31, 2013.

-All pricing and provisions of the contract shall remain the same.

WITNESS:

OUTDOOR OBSESSIONS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

AMENDMENT
TO
CONTRACT NO. 51910-10C-007

AMENDMENT NO. 2

DATE: July 1, 2013

Contract No. 51910-10C-007, Delivery, Placement, Precinct Assembly and return of Sensitive Computerized Voting and Election Systems, is hereby amended as follows:

-Contract period is extended for six (6) months, beginning July 1, 2013 and ending on December 31, 2013.

All pricing, special provisions and specifications of the contract shall remain the same.

WITNESS:

PRO MOVERS & STORAGE

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	
INVITATION TO BID NO: 51950-13b-012				Stivers Ford Lincoln 4000 Eastern Blvd Montgomery, AL 36116 334-613-5000 Fax 334-613-5018		Larry Puckett Chevrolet 2101 Cobbs Ford Road Prattville, AL 36066 Phone 334-285-9300 Fax 334-285-9153		Whiteside of St. Clairsville 50714 National Road St. Clairsville, OH 43950 Phone 800-610-0211 Fax 740-695-1756					
DATE ISSUED: MARCH 26, 2013													
DATE OPENED: APRIL 9, 2013													
FORESTRY COMMISSION													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	2013 Chevrolet	Ea	1	\$24,713.00	\$24,713.00	\$32,674.20	\$32,674.20	\$35,100.00	\$35,100.00				
	Silverado 1500, 1/2 Ton												
	or Equal												
TOTAL BID AMOUNTS					\$24,713.00		\$32,674.20		\$35,100.00				

Notes: 16 Bids Mailed Out

9-2

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering, Shop

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: James W. Trimble Jr, Fleet Maint. Supt.

1. 4/29/13 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE: Master Auto Mechanic (0592)

POSITION NUMBER: 650592004

PROPOSED EFFECTIVE DATE: May 13, 2013

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

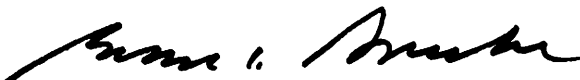
() PROMOTION REGISTER

() TRANSFER

(X) OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE: (S010) (\$31,462 - \$44,786 Annual) S-1

 DATE April 29, 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

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering, Shop

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: James W. Trimble Jr, Fleet Maint. Supt.

1. 4/29/13 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE: Master Auto Mechanic (0592)

POSITION NUMBER: 650592007

PROPOSED EFFECTIVE DATE: May 13, 2013

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

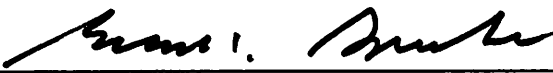
() PROMOTION REGISTER

() TRANSFER

(X) OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE: (S010) (\$31,462 - \$44,786 Annual) S-1

 DATE April 29, 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

DEPARTMENT: Revenue Commissioner's Office

DEPARTMENT HEAD: Janet Buskey

SUPERVISOR: Allyson Holland

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 Revenue Branch Supervisor

POSITION NUMBER 800120022

PROPOSED EFFECTIVE DATE June 1, 2013

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

(X) PROMOTIONAL REGISTER () TRANSFER

() 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

Janet Buskey
Department Head

Date 5/1/2013 10(a) promotions

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 _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

May 2, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr. 
Deputy Administrator

SUBJECT: Position Fill Request due to Resignation

Please see attached memo from Terri A. Henderson, Tax & Audit Manager, concerning the resignation of Ms. Karen Grimes, Clerk Typist II, in her office. This request is effective as of May 15, 2013 in order to accept a position with the State of Alabama. This position is crucial to the operation of this office. They are responsible for opening mail and posting the checks received during the 20th - 31st of each month. In addition, the Sales, Tax & Audit Department is responsible for 42% of the County Revenue in General Funds.

This is an authorized position and is fully funded in the budget. If the Commission has no objection I am requesting that this item be added as future agenda item. Hopefully you will look favorably upon filling this position. I will be discussing this matter during the Working Session meeting on May 6, 2013.

JAM/tm

Attachment

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Tax & Audit Department
 DEPARTMENT HEAD: Terri A. Henderson
 SUPERVISOR: Terri A. Henderson

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

1. Position Title Clerk Typist II SY0120
 Position Number 810012009
 Proposed Effective Date 05-16-2013
 Type of Appointment (☒) Permanent () Temporary

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

Pay Grade A03 Step 1 \$24,414.00 Annual

Terri A. Henderson Date 05-02-2013
Department Head

2. Administrative Review
 () Approved
 () Disapproved

ORIGINAL

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 _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

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

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

MEMORANDUM

DATE: May 2, 2013

TO: John A. Mitchell, Sr.
Deputy Administrator

FROM: Terri A. Henderson *Terri A. Henderson*
Revenue Manager *05/02/13*

RE: **Resignation Notice Received From Karen Grimes – Clerk Typist II**

Please see copy of the resignation notice attached received today from Karen Grimes stating her last work day will be on May 15, 2013. As this Clerk Typist II position is the only permanent cashier position in our Tax & Audit Department, this employee's resignation will create a critical vacancy in our Department. Due to the time constraints placed upon this office for prompt processing and reporting of taxpayer returns and payments, I would like to request consideration and approval to immediately move forward with a Position Fill Request form to seek replacement for this impending vacancy.

As such, I would greatly appreciate your assistance in getting this matter added to the agenda for discussion at the next Montgomery County Commission meeting, or as soon as possible thereafter. I have attached a Position Fill Request form for further action pending approval by the Montgomery County Commission. Thank you in advance for your prompt consideration, action and response to this request.

tah/attachments

OFFICIAL STATEMENT OF RESIGNATION

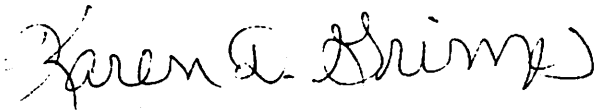
TO: Terri Henderson
Revenue Manager
Montgomery County Commission
Tax & Audit Department

FROM: Karen D. Grimes

DATE: May 2, 2013

RE: Resignation From Clerk Typist II Position

Terri, please accept this as my official statement of resignation from my present Clerk Typist II position. My last day will be May 15, 2013 as my next employment begins on May 16, 2013. It is a State job and they want to begin at the start of their pay period.



Karen D. Grimes

ORIGINAL

POSITION FILL REQUEST **ORIGINAL**

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

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Preston Frazier, Intake Supervisor

1. POSITION TITLE: Juvenile Probation Officer I (to replace Rosalyn Godwin, JPO II)
 POSITION NUMBER: 900304008

PROPOSED EFFECTIVE DATE: 5/13/2013

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A06 -S I (\$34,563/\$1,329.34/\$16.6167)

 Department Head 4/15/2013
Date

2. ADMINISTRATIVE REVIEW
 () APPROVED
 () DISAPPROVED

 Funding Authority

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

 Personnel Director Date

4. SELECTEE: _____

 Appointing Authority Date

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

13-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 20 2013

Request # 13

Date: May 3, 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: July 10, 2013 Return Date: July 12, 2013
Conference Leave (Days / Hours): 3 days
Purpose of Travel: AL V: Management & Supervision

Traveler (s) Name: 1. Clay Henley 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$200.00

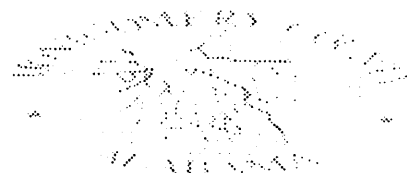
To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 05/20/13 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$200.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>120-51985.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$6,269.36</u>
Budget Available:	<u>\$23,730.64</u>
Current Requests:	<u>\$200.00</u>
Budget Balance:	<u>\$23,530.64</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/8/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 20 2013

Request # 14

Date: May 3, 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 24, 2013 Return Date: June 28, 2013
Conference Leave (Days / Hours): 5 days
Purpose of Travel: AL IIb: Appraisal Manual (Commercial)

Traveler (s) Name: 1. Jennifer Cheatham 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$225.00 Advance Registration Required: \$225.00

Department Name: Appraisal Fund Name: Reappraisal

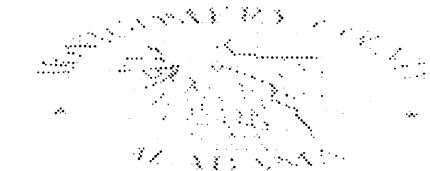
Additional Comments: Registration fee of \$225.00

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

The above request is app. 05/20/13 reimbursement of actual and necessary expenses in the
approximate amount of \$225.00 and advance registration of \$225.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>120-51985.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$6,269.36</u>
Budget Available:	<u>\$23,730.64</u>
Current Requests:	<u>\$425.00</u>
Budget Balance:	<u>\$23,305.64</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/8/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 20 2013

Request # 38

Date: May 15, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, AL
Departure Date: July 10, 2013 Return Date: July 12, 2013
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Attend: Anti-Bullying Summit

Traveler (s) Name: 1. Joe Cameron 4. _____
2. Paula Royal 5. _____
3. Brenda Owens-Brown 6. _____

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

Total (est.) Cost: \$2,050.00 Advance Registration Required: \$750.00

Department Name: District Attorney Fund Name: 762-51264-265

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 05/20/13 reimbursement of actual and necessary expenses in the
approximate amount of \$2,050.00 and advance registration of \$750.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>762-51264.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$5,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$5,000.00</u>
Current Requests:	<u>\$2,050.00</u>
Budget Balance:	<u>\$2,950.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/15/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda
MAY 20 2013

Request # 39

Date: May 15, 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. Vicki Brown 4. Kenneth Gibbs
2. Scott Green 5. Shelley Pope
3. Michele Smith 6. James Eubank

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. 05/20/13 reimbursement of actual and necessary expenses in the
approximate amount of \$8,934.00 and advance registration of \$2,250.00 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>\$23,903.50</u>	
Budget Available:	<u>\$21,096.50</u>	
Current Requests:	<u>\$9,286.96</u>	
Budget Balance:	<u>\$11,809.54</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/15/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 20 2013

Request # 40

Date: May 15, 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. Candice Persky 4. _____
2. Aleisha Tellis 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,425.00 Advance Registration Required: \$750.00

Department Name: District Attorney Fund Name: 761-51262-265

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 05/20/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,425.00 and advance registration of \$750.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>761-51262.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$3,000.00</u>
Current Requests:	<u>\$1,425.00</u>
Budget Balance:	<u>\$1,575.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/15/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 20 2013

Request # 41

Date: May 15, 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. Sean McTear 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: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 05/20/13 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>\$23,903.50</u>
Budget Available:	<u>\$21,096.50</u>
Current Requests:	<u>\$10,775.96</u>
Budget Balance:	<u>\$10,320.54</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/15/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 42

Agenda

MAY 20 2013

Date: May 16, 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. Ben McGough 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: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 05/20/13 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>\$23,903.50</u>
Budget Available:	<u>\$21,096.50</u>
Current Requests:	<u>\$12,264.96</u>
Budget Balance:	<u>\$8,831.54</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/16/2013

cc: Finance Director / Buyer

14-7

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 20 2013

Request # 5

Date: May 8, 2013
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Alabama
Departure Date: July 18, 2013 Return Date: July 18, 2013
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Dealing with Difficult People (One day Seminar)

Traveler (s) Name: 1. Veronica Toliver 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$99.00 Advance Registration Required: \$99.00

Department Name: Revenue Commissioner Fund Name: Manufactured Home Trust

Additional Comments: _____

To: Janet Buskey, Revenue Comm.

From: Donald L. Mims, Administrator

The above request is app. 05/20/13 reimbursement of actual and necessary expenses in the
approximate amount of \$99.00 and advance registration of \$99.00 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>\$3,037.61</u>
Budget Available:	<u>\$2,962.39</u>
Current Requests:	<u>\$99.00</u>
Budget Balance:	<u>\$2,863.39</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/10/2013

cc: Finance Director / Buyer

MAY 20 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Appraisal Department	REVIEWED:	S. Thomas	5/7/2013
DATE:	5/7/2013	Finance Director		Date
REQUESTED BY:	Janet Buskey	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Copy Machine Rental	120-51985.223	1,500	1,500	3,000
Office Supplies	120-51985.211	100,000	(1,500)	98,500
TOTAL BUDGET CHANGE		101,500	0	101,500
TOTAL APPRAISAL BUDGET		3,460,264	0	3,460,264

JUSTIFICATION: To increase the Copy Machine Rental budget to cover increased copier costs.

MAY 20 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT: Board of Registrars REVIEWED: S. Thomas 5/10/2013
 Finance Director
 REQUESTED BY: George M. Noblin APPROVED: _____ Date
 Elected Official/Dept. Head Date Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Subscriptions	001-51920-409	150	100	250
Office Supplies	001-51920-211	4,468	(100)	4,368
TOTAL		4,618	0	4,618

JUSTIFICATION:

Increase the subscription budget to cover increased annual subscription cost of the Montgomery Advertiser.

MEMORANDUM OF UNDERSTANDING
FOR
TEMPORARY EMPLOYMENT

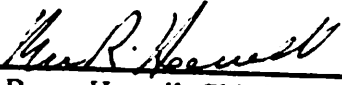
5/13/13

This Memorandum of Understanding is hereby entered into by and between the Montgomery Public Schools and the Montgomery County Commission (hereafter referred to as the "Commission") for the purpose of paying the wages and benefits of one teaching unit for summer school 2013 at the Montgomery County Youth Facility. Montgomery Public Schools and the Commission agree that the employment of the teacher is temporary beginning June 1, 2013. The employment will be for twenty hours (20) per week for (7) weeks at a rate of \$25.00 for the teacher for a total of \$3,500.00. Fringe benefits for the employee are in the amount of \$636.30. Supplies total \$150.00. The sum total is \$4,286.30. The Commission agrees to pay Montgomery Public Schools after the summer school session has ended and upon receipt of an invoice from Montgomery Public Schools. The payment will be made payable to Montgomery Public Schools (attn: Ron Glover) and mailed to P.O. Box 176, Montgomery, Alabama 36101-176.

The Montgomery Public Schools and the Commission further agree that this Memorandum in no way represents permanent employment. The Montgomery Public Schools and the Commission may terminate the Memorandum of Understanding without penalty by providing all parties with a seven (7) day written notice.



Mr. Ron Glover, Asst. Superintendent of Finance
Montgomery Public Schools
5/14/13
Date



Mr. Bruce Howell, Chief Probation Officer
Montgomery County Youth Facility
5/14/13
Date

Mr. Elton Dean, Sr., Chairman
Montgomery County Commission
Date

Hon. Charles Price, Presiding Circuit Judge
Montgomery Family Court
Date

**Montgomery County Youth Facility/Montgomery Public Schools
Summer School 2013**

Memo

To: Bruce Howell, Chief Probation Officer
Montgomery County Youth Facility

From: Marcus Roberts, Education Specialist, Federal Programs
Title I Office
Montgomery Public Schools

Cc: Mr. Donald Dotson, Assistant Superintendent
Title I Office
Montgomery Public Schools

Director of Human Resources
Central Office
Montgomery Public Schools

Date: May 13, 2013

RE: Montgomery County Youth Facility
Summer School Budget

The following resources will be provided to ensure a productive Summer School Program

(3) Teachers

One Teacher @ \$25.00/hour for 20 hours per week for seven weeks	=	\$ 3,500.00
Fringe Benefit amount @ 18.18% x \$3,500.00	=	\$ 636.30
Fringe Benefit=\$631.30+\$3,500.00 per Teacher unit	=	\$ 4,136.30
Total equals \$4,136.30 x (3) Teachers	=	\$12,408.90
Supplies @ 150.00 x (3) Teachers	=	\$ 450.00
Grand Total for (7) Weeks	=	\$12,858.90

Montgomery County Youth Facility/Montgomery Public Schools
Summer School 2013

The 2013 Summer School session for Montgomery County Youth Facility will begin on Monday, June 10 2013, and end week of Friday, August 1 2013. Monday, July 01 2013, through week of Friday, July 05 2013, will be holidays.

**The following resources will be needed to ensure a productive Summer School Program.*

PERSONNELL

(1)	Reading Teacher	TBA
(1)	English Teacher	TBA
(1)	Memorandum of Understanding w/MCYF	TBA
(1)	Jail	David Gomez

One Teacher @ \$25.00/hour for 20 hours per week for seven weeks	=	\$ 3,500.00
Fringe Benefit amount @ 18.18% x \$3,500.00	=	\$ 636.30
Fringe Benefit = \$636.30+\$3,500.00 per Teacher unit	=	\$ 4,136.30
Total equals \$4,136.30 x (3) Teachers	=	\$12,408.90
Supplies @ 150.00 x (3) Teachers	=	\$ 450.00
Grand Total for (7) Weeks	=	\$12,858.90

General Information

1. All certified staff will be paid at a rate of \$25.00 per hour. Summer employees will only be paid for actual hours worked.
2. Sick Leave and Personal Leave are **NOT** applicable to summer school. Sick Leave will not be earned for the days worked in summer school.
3. Teachers who apply are expected to teach the full seven (7) weeks.
4. Social Security and teacher's retirement will be deducted from Summer School earnings of employees.
5. Employees must provide immediate notice to the Office of Human Resources if summoned to Jury Duty. MPS will attempt to secure a postponement until after the Summer School sessions ends. Money earned from Jury Duty is not to be turned in; however, a copy of the check must be sent to payroll. Jury Duty is the only absence for which payment will be made for hours not worked. Sick and/or Personal Leave cannot be used.

JUVENILE COURT CLERK SUPERVISOR

Pay Grade: A07

FLSA status: Exempt

CO0316

04/05/13

NATURE OF WORK: The fundamental reason that this classification exists is to supervise the juvenile court's clerks. This job is responsible for supervising the day-to-day operations of the clerks who support the juvenile court judges. Major work responsibilities include supervising two or more employees, management the office and its resources, resolving questions and complaints, and various general clerical duties. The Juvenile Court Clerk Supervisor differs from the Court Operations Clerk in that the supervisor is responsible for overseeing the work of all clerks and the clerk is responsible for supporting an assigned judge and his/her courtroom. The position is supervised by the Juvenile Court Administrator.

***ESSENTIAL FUNCTIONS:** The following list was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned. The work functions have been ordered based on the average amount of time spent by an incumbent in the performance of the work functions. A person with a disability which is covered by the ADA must be able to perform the essential functions of the job unaided or with the assistance of a reasonable accommodation. The list of essential functions is to be used as a starting point to determine essential functions for a specific position at a specific location at a specific time. The ADA was intended to be applied on a case-by-case basis with the understanding that one position may differ from another similar position. The performance of "non-essential functions" is not optional for employees not covered under the ADA.

***ESSENTIAL FUNCTION:** Supervises a staff of two or more employees using leave slips, payroll documents, supply/equipment order forms, work orders, docket, computer, and calendar following internal policies and procedures and federal, state, and county personnel laws and rules in order to ensure that the work assigned to the office is completed accurately, efficiently, and in a timely manner.

- Approves leave of clerks based on the amount of workload and personnel availability.
- Reviews and corrects payroll information submitted by clerks to include hours worked, overtime, and leave time.
- Assigns and schedules work assignments for clerks based on current workloads.
- Monitors the work of clerks in completing paperwork, meeting deadlines, and providing correct information by observation and review.
- Monitors and evaluates employee performance.
- Prepares performance evaluations for employees.
- Counsels employees concerning work performance.
- Makes recommendations regarding employee status to the management staff.
- Trains and cross trains clerks to perform work responsibilities.
- Assists clerks in solving difficult assignments or problems, court procedures, dealing with citizens, etc.
- Interviews potential clerk candidates and makes hiring recommendations to management staff.

***ESSENTIAL FUNCTION:** Manages the clerk's office and resources following internal and county policies and procedures and federal, state, and county laws in order to ensure the efficient operations of the clerk's office and the support of the juvenile courts.

Serves as a liaison to other departments and governmental agencies such as the Administrative Office of Courts to promote collaboration, integration of systems and work flow improvements.

Investigates problems that affect case flow and other court operations and implements corrective measures.

Plans and administers data management system for collecting, tracking, and analyzing data on court activity to monitor management performance.

Prepares activity reports related to the management of the clerk's office and court support.

Maintains and retains court files and records following retention schedules in order to ensure that information can be easily and quickly located.

Monitors office's policies and procedures to reduce or eliminate the potential liability of the courts.

Monitors new legislation, court cases, etc. which may effect the operation of the court and develops policies and procedures to address the changes.

Orders supplies, equipment, etc. needed by the staff and to ensure that efficient operation of the office.

Completes and forwards work orders to report maintenance/equipment problems.

Prepares the daily docket and disseminates copies to clerks and Judges.

Develops order templates for "unusual" or "strange" orders not previously issued by Judges.

Oversees the receipt and processing of all monies taken in by the court.

Attends Administrative Office of Courts training classes in order to be trained in duties and responsibilities.

***ESSENTIAL FUNCTION:** Resolves questions and complaints raised by court personnel, attorneys, members of other organizations and the public using computer, court docket, case files, microfilm and reader, copier, and telephone following internal policies and procedures in order to provide probate information to citizens and to project a professional image for the Court.

Retrieves information regarding court issues using a computer, court docket, case files, etc. in order to respond to inquiries from citizens, attorneys, law enforcement officials, court personnel, etc. regarding court proceedings or procedures, hearing dates, fines or payments, etc.

Provides information to individuals over the phone, in person, or in writing regarding court proceedings or procedures, hearing dates, fines or payments, etc.

Explains procedures or forms to individuals in order to help them understand what is needed, what their options may be, and what their rights are.

Refers individuals with questions unrelated to the court to the appropriate agency such as vital statistics, social security administration, etc.

Locates and makes copies of legal documents as requested by attorneys, citizens, staff, etc.

Performs general clerical duties using stamps, log books, cash box/drawer, telephones, fax machines, copiers, calendar, and computer in order to ensure the efficient operations of the office.

Notates the receipt of documents in a log book or in a computer.

Collects court fees or fines, records amounts collected and issues receipts.

Answers telephones to assist the public and to forward calls to the appropriate staff members.

Mails, faxes, or arranges for delivery of legal correspondence to attorneys, witnesses, and court officials.

Makes copies of documents for files and for dissemination to appropriate parties.

KNOWLEDGE, SKILLS, AND ABILITIES: Knowledge of laws, rules, regulations, and procedures governing court operations and the legal process as needed to support the operations of the juvenile court.

Knowledge of legal terminology and documents as needed to oversee the work of clerks and respond to complaints and inquiries.

Knowledge of courtroom procedures as needed to support the operations of the juvenile court.

Knowledge of circuit clerk office procedures as needed to ensure that the appropriate forms, rules, policies, etc. are applied by the clerks in the office.

Knowledge of Administrative Office of Courts policies and procedures as needed to ensure that the appropriate forms, rules, policies, etc. are applied by the clerks in the office.

Knowledge of federal, state, and local laws regarding juveniles and the Juvenile Court system, including knowledge of related adult issues as needed to support the operations of the juvenile court, oversee the work of the clerks, and respond to complaints and inquiries.

Knowledge of child serving agencies as needed to respond to complaints and inquires and draw on needed resources.

Knowledge of applicable federal, state, and local laws and ordinances pertaining to records retention and release of records and information as needed to ensure that records are retained according to laws and guidelines.

Knowledge of general business management principles including financial record keeping procedures as needed to manage the clerk's office.

Knowledge of clerical procedures involved in court operations as needed to ensure efficient and timely support of the juvenile court.

Knowledge of effective customer service practices to include dealing courteously with the public, rectifying the situation until the customer is satisfied, and knowing when to go to the next supervisory level with a problem.

Knowledge of computer software to include desktop publishing and spreadsheet and word processing software.

Knowledge of business arithmetic to include percentages, addition, subtraction, multiplication, and division of whole numbers and decimals as needed to prepare reports.

Knowledge of personnel laws and rules as needed to supervise employees.

Ability to read and interpret laws, regulations, legal documents, etc. as needed to respond to requests and complaints and ensure that the office functions within the guidance of those laws, regulations, etc.

Ability to research and reference information in the Code of Alabama and other legal documents as needed to provide support to the juvenile court system.

Ability to communicate effectively in writing as needed to prepare reports and legal documents and respond to inquiries and complaints.

Ability to use logic and reasoning to identify strengths and weaknesses of alternative solutions, conclusions, or approaches to problems as needed to create systems, policies, etc.

Ability to talk to others to convey information effectively.

Ability to communicate information and ideas in speaking so that others will understand.

Ability to give full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.

Ability to listen to and understand information and ideas presented through spoken words and sentences.

Ability to manage one's own time.

Ability to interact effectively with individuals in sensitive and emotional situations.

Ability to maintain patience and composure while dealing with emotional, upset or angry citizens.

Ability to operate a personal computer and perform data entry, maintenance and retrieval activities.

Ability to work with speed and accuracy despite frequent interruptions or stressful conditions.

Ability to plan, assign and supervise the work of others.

Ability to monitor/assess the performance of others and the organization to make improvements or take corrective action.

MINIMUM QUALIFICATION: High school diploma or GED and three years of clerical or administrative court experience supplemented by six months of supervisory or leadership experience; or an equivalent combination of education and experience.

APPROVALS:	
_____ Supervisor	_____ Date
_____ Division Head	_____ Date
_____ Department Head	_____ Date
_____ Appointing Authority	_____ Date

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Bruce R. Howell, Court Administrator

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: Juvenile Court Clerk Supervisor

POSITION NUMBER: 900316001

PROPOSED EFFECTIVE DATE: 6/11/2013

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A07 (\$38,734/\$1489.78/\$18.6223)

Bruce R. Howell

Department Head

5/2/2013
Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

Original

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

1. Grantee Name & Address: Montgomery County Sheriff's Department 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Department of Homeland Security PO Box 304115 Montgomery, AL 36130-4115	
3. FY 2011	4. Amount of: Federal: \$41,250.00 Total: \$41,250.00	5. Effective Dates Begin: 6/1/2013 End: 8/31/2013	6. Grant Number: IETL

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.

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COOPERATIVE GRANT AGREEMENT STATE HOMELAND SECURITY GRANT PROGRAM TERMS AND CONDITIONS

5. **Project Implementation:** The sub-grantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR).
6. **Written Approval of Changes:** Any mutually agreed upon changes to this sub-grant must be approved, in writing, by AL DHS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. **Individual Consultants:** Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.
8. **Bidding Requirements:** The sub-grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6.
9. **Personnel and Travel Costs:** The US DHS Financial Guide is the source document for all homeland security related financial matters, including personnel and travel costs. Subgrantees must comply with the provisions in this guide. This guide has been distributed by AL DHS annually during the past several years and is available upon request. Personnel and travel costs must also be consistent with the jurisdiction's policies and procedures, and must be applied uniformly to both federally financed and locally financed activities of the agency. In the absence of jurisdictional requirements, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. *However, at no time can the agency's travel and lodging expenses rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are normally not allowable and food/beverage expenses are restricted.
10. **Terms of Grant Period:** Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the subgrantees approved project plan and budget. Items must be in the sub-grantee's approved grant budget and documented in the budget detail worksheet in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
12. **Recording and Documentation of Receipts and Expenditures:** Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Equipment purchases may only include items approved in the AEL (Authorized Equipment List). Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
13. **Financial Responsibility:** The financial responsibility of sub-grantees must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

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

- a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
- b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
- c. The accounting system should provide accurate and current financial reporting information; and,
- d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

14. Property Control:

- a. Effective control and accountability must be maintained for all property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should ensure proper use, maintenance, protection and preservation of such property.
- b. Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- c. Use and Disposition: Equipment shall be used by the sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to AL DHS immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable and coordinated in advance with AL DHS.
- d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with homeland security grant funds will be checked annually during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
- e. Equipment: The sub-grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the AL DHS logo and the above phrasing may be obtained by contacting the Alabama Department of Homeland Security.

15. Performance: This grant may be terminated or fund payments discontinued by AL DHS where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by AL DHS. In the event the sub-grantee fails to perform the services described herein and has previously received financial assistance from AL DHS, the sub-grantee shall reimburse AL DHS the full amount of the payments made. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, the sub-grantee shall proportionally reimburse AL DHS for payments made.
16. Deobligation of Grant Funds: All expenditures of grant funds must be completed and the grant closed out within thirty (30) calendar days of the end of the grant period. Failure to close out the grant in a timely manner will result in an automatic deobligation of the remaining grant funds by AL DHS.

**COOPERATIVE GRANT AGREEMENT
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.

**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.

**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

**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 costs associated with an ALERRT Train-the-Trainer Course.

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: [Signature]

Date: 5/8/2013

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name:

Title:

Agency Address:

Phone Number:

Signature:

Date:

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Director, Alabama Department of Homeland Security

Signature: [Signature]

Date:

Initial Here D.C.

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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.

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

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

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

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

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

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

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

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

Initial Here D.C.

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:

Initial Here

D.C.

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2013 by and between Williamson Properties, Ltd. (hereinafter called "LESSOR") and the County of Montgomery (hereinafter called "LESSEE").

WITNESSETH:

THAT LESSOR, in consideration of one dollar (\$1.00) in hand paid, does hereby grant unto LESSEE the right to enter upon the lands hereinafter described and to mine and remove such quantities of clay gravel and sand as desired for the use in the maintenance of Montgomery County roads exclusively from a certain portion of the lands hereinafter described together with the use of the existing road between this tract of land and Macon County Road 2 or the most convenient Macon County Road for the duration of this Agreement. LESSEE shall not resell any clay gravel or sand removed without the permission of the LESSOR.

The lands above and hereinafter referred to are described as follows:

A parcel of land located in the northeast quarter of Section 8, Township 16 North, Range 21 East, Macon County, Alabama, and more particularly shown on Exhibit "A" of the AGREEMENT entered into by and between Nancy P. Williamson and the County of Montgomery in May of 1995.

Payment for the clay gravel and sand removed from the above described land shall be by cubic yard loose volume measured in truck beds at the pit site, the record of yardage for payment to the LESSOR to be the same as made by the LESSEE and that payment shall be made to the LESSOR by the LESSEE within thirty (30) days after the last day of the calendar month in which the clay gravel and/or sand was removed. It is hereby agreed that no payment shall be made to the LESSOR for any stripping of material necessarily removed in securing clay gravel or sand, or in maintaining a temporary haul road, but that the LESSEE will remove, without charge, any or all such stripping of material to a spot on the tract as described above as designated by the LESSOR within three hundred (300) feet off of the place of excavation.

The schedule of payments to the LESSOR per cubic yard shall be as follows:

June 1, 2013 to May 31, 2014 @ \$1.11

This Agreement shall be binding upon the LESSOR, its heirs, personal representatives, administrators, assigns and/or successors in interest from the date of its execution to May 31, 2014.

This Agreement shall expire on May 31, 2014; however, the LESSEE may request to renew this Agreement for an additional year. The price for the clay gravel and

sand for the renewal period shall be agreed upon by the LESSOR and LESSEE prior to the expiration of this Agreement on May 31, 2014 or this Agreement will be terminated.

The LESSEE shall maintain the pit in a safe manner with the bottom level as deep as practical, and the sides sloped. It is the intent of the parties that the mining procedure will be such as to maximize the depth of the pit to the extent that the materials as blended are satisfactory for use on Montgomery County roads. The LESSOR agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and to prevent waste.

The LESSEE must obtain LESSOR'S permission, in writing, if LESSEE wishes to use any of the above described land for purposes other than the mining of gravel or sand.

In that there is a current agricultural lease and a hunting lease in effect on a portion of the above described property, LESSEE agrees to cooperate with the LESSOR and other lessees to avoid inconveniences to them. Prior to June 1, 2013, the LESSOR and LESSEE will meet to adopt a mining program that will least interfere with the agricultural operation and will satisfy the LESSEE'S needs for clay gravel product and sand. LESSEE must request permission of LESSOR, in writing, if it desires to mine in any area other than the one it has mined on the above described lands for the last five (5) years.

LESSEE will procure permits where necessary, at its own expense, and will pay for any and all mining taxes, severance taxes, business taxes or other like taxes in connection with the mining or removing of materials from the above described land together with all taxes on buildings and other property and installations constructed or placed upon the above described land by LESSEE. LESSEE will indemnify, defend and hold LESSOR harmless from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law for failure to obtain necessary permits and to pay applicable taxes.

LESSEE shall comply with all present and existing laws and regulations, both State and Federal, including those laws and regulations governing reclamation of lands and the posting of reclamation bonds. LESSEE shall reclaim any mined area within six (6) months after the termination of this Agreement. LESSEE'S reclamation obligation shall be at LESSEE'S sole expense.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law upon LESSOR for damages arising out of LESSEE'S mining operations on the above described land including operation of all machinery and vehicles used in obtaining and transporting clay gravel and sand, and for any liabilities arising from the presence of the pit itself.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law upon LESSOR for damages because of bodily injury including death at any time arising there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of LESSEE'S operations under this Agreement.

LESSEE agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and consistent with the manner in which LESSEE has conducted mining operations on the above described land in previous years. LESSEE specifically covenants that its operations on the above described land shall conform to all applicable laws, regulations and ordinances, now existing or hereinafter passed, of Federal, State and Local Governments and Agencies, including, without limitation, all reclamation and environmental laws, regulations and ordinances. LESSEE shall defend, indemnify and hold LESSOR harmless for all losses, claims, liabilities, fines, assessments, clean-up costs, expenses and costs, including judgments and attorney's fees, resulting from LESSEE'S violation of any such laws, regulations and ordinances.

LESSOR states that it has the right to lease the above described land and to sell the said clay gravel and sand; that it is the sole owner of the land from which the said clay gravel and sand is to be taken and that the said land is free and clear of all liens, encumbrances and/or reservations.

This Agreement may not be assigned by LESSEE.

This Agreement may be terminated by LESSOR or LESSEE at anytime by giving thirty (30) days written notice to the other party. Prior to the end of the thirty day period, LESSEE shall remove all machinery, equipment and material belonging to LESSEE from the above described land. All payments due as set forth above shall be made current through the date of termination and LESSOR agrees to fulfill any reclamation requirements as set forth under this Agreement.

Any notice required or permitted to be given herein under shall be sufficient if given in writing either by hand delivery or by registered or certified United States mail, postage prepaid, addressed to the parties as listed below:

LESSOR: Williamson Properties, Ltd.
1248 Westmoreland Avenue
Montgomery, AL 36106

LESSEE: George C. Speake
Montgomery County Commission
Engineering Department
P. O. Box 1667
Montgomery, AL 36102

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement, in duplicate, as of the day and year set forth herein below.

LESSOR:

Polly G. Williamson
Williamson Properties, Ltd.
By: Polly G. Williamson

WITNESS:

Ira Buskey

NOTARY PUBLIC:

Robert M. [Signature]
DATE: 5/3/13

COMMISSION EXPIRES: August 17, 2016

LESSEE:

Elton N. Dean, Sr.
For the County of Montgomery

WITNESS:

NOTARY PUBLIC:

DATE: _____
COMMISSION EXPIRES: _____

MAY 20 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 23

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 5/22/2013
DATE: 5/20/2013 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
Miscellaneous Supplies	001-59310.219	0	1,990	1,990
Fund Balance	001.35900		-1,990	0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	1,990

JUSTIFICATION:

To budget funds for the purchase of Probate and Revenue Commissioner Seal/sign at the new east location.

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Support Services
DEPARTMENT HEAD: Pat Litchfield
SUPERVISOR: Pat Litchfield

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 Service Maintenance Worker II
Position Number 260702043
Proposed Effective Date May13th,2013
Type of Appointment (x) Permanent () Temporary
Recruiting
Promotional Register (x) Open Competitive Register Transfer Reemployment
Pay Grade SO2 Step 1 Annual \$21,830.38

Agenda

MAY 20 2013

Department Head Date April 30th, 2013

2. Administrative Review
() Approved
() Disapproved

Funding Authority

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

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

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

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Support Services
DEPARTMENT HEAD: Pat Litchfield
SUPERVISOR: Pat Litchfield

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 Service Maintenance Worker II
Position Number 260702046
Proposed Effective Date May13th,2013
Type of Appointment (☒) Permanent () Temporary
Recruiting
Promotional Register Transfer
(☒) Open Competitive Register Reemployment
Pay Grade SO2 Step 1 Annual \$21,830.38

Agenda

MAY 20 2013

Department Head Date April 30th, 2013

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 _____

May 16, 2013

Sheriff D.T. Marshall
Montgomery County Sheriff's Office
Montgomery, AL

Dear Sheriff Marshall,

The purpose of this letter is to announce my resignation from the Montgomery County Sheriff's Office, as Payroll Clerk, effective on the date decided between you and Sherill Thomas. This was not an easy decision to make. The past 8 ½ years have been very rewarding for me personally. I've enjoyed working for the Sheriff's Office and take tremendous pride in what we've been able to accomplish. I have accepted the position of Payroll & Benefits Assistant in the Finance Office. This position will allow me to continue growing professionally. I wish you and the Sheriff's Office the very best.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Herring". The signature is written in black ink and is positioned above the printed name.

Lisa Herring

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

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

1. Position Title Payroll Clerk

Position Number 006

Proposed Effective Date May 27, 2013

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Pay Grade A04 - \$27,401 - \$39,005

D T Marshall
Department Head *AK*

Date May 20, 2013

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Date _____

Personnel Director

4. Selectee:

Appointing Authority

Date _____

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

MEANS GILLIS LAW, LLC

ATTORNEYS AND COUNSELLORS AT LAW
ESTABLISHED IN 1981

Post Office Box 5058
3121 Zelda Court · Montgomery, Alabama 36103-5058
TEL: (334) 270-1033 · FAX: (334) 260-9396
WWW.MEANSGILLISLAW.COM

Agenda

MAY 20 2013

June 6, 2013

H. LEWIS GILLIS¹
TYRONE C. MEANS^{1,2,3}
KRISTEN J. GILLIS¹

ADMITTED
¹ ALABAMA
² GEORGIA
³ KANSAS

VIA EMAIL & U.S. MAIL

Mr. Donnie Mims
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

Re: MCC: Legal Opinion
re: Vandalism and Defacing Public Property
Our File No.: 2100-452

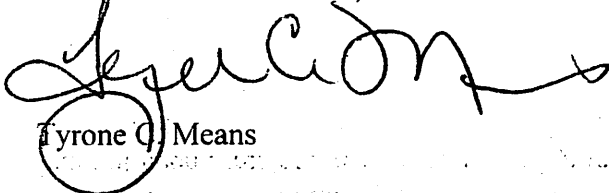
Dear Mr. Mims:

This letter comes to further clarify my correspondence regarding the Executive Session on May 20, 2013 stating the work session of the Montgomery County Commission. During work session, the Sheriff indicated that his office was currently investigating a matter regarding the vandalism and defacing of County property and the identity of the suspected perpetrator who had not been arrested. Since the investigation was ongoing and the Sheriff did not want to publicly reveal the suspect at that time, it was concluded that the discussion would imperil effective law enforcement if the discussion was conducted outside of executive session and that under authority granted under Section 7(a) (5) of Act No. 2005-40, the Commissioner may convene an executive session for discussion.

Pursuant to Section 7(a) (5) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,

MEANS GILLIS LAW, LLC



Tyrone C. Means

cc: H. Lewis Gillis

ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

		<i>For Reference, See</i>	
☐	1. Convene An Open Meeting	Page 21	Section IV (A) 1
☐	2. Enter a motion stating the reason for the Executive Session. <i>Executive Sessions may only be called for one of the following reasons:</i> a. General Reputation and Character, Job Performance, or Salaries / Compensation b. Formal Complaints or Charges Against an Individual or Legal Entity c. Discussion with the Government Body's Attorney d. Security Plans and Measures e. Criminal Investigation and the Identity of an Undercover Agent or Informer f. Negotiations to Buy / Sell / Lease Real Property g. Preliminary Negotiations in Trade Competition h. Negotiations Between The Body and a Group of Public Employees i. Discuss and Vote Upon a Public or Contested Case Hearing	Page 21 Page 21 Page 23 Page 23 Page 24 Page 25 Page 25 Page 26 Page 27 Page 27	Section IV (A) 2 Section IV (B) 1 Section IV (B) 2 Section IV (B) 3 Section IV (B) 4 Section IV (B) 5 Section IV (B) 6 Section IV (B) 7 Section IV (B) 8 Section IV (B) 9
☐	3. Receive a Written or Oral Declaration (if necessary). a. Written Declarations are required for these Executive Sessions: I. Discussion with the body's attorney concerning options for, and ramification of, litigation, mediation, or arbitration. II. Discussions that would disclose the identity of an undercover informant or that focus on criminal investigations of non-public officials. III. Discussions concerning the negotiations between the body and a group of public employees. b. It is required that a designated person certify that the Executive Session is warranted for these specific reasons before the body votes to go into Executive Session.	Page 20	Section IV (A) 4
☐	4. Vote to go into Executive Session a) The vote must be open/public; and b) Each member must openly give his/her individual vote.	Page 20	Section IV (A) 4
☐	5. Enter a Statement Concerning Reconvention	Page 21	Section IV (A) 5

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, June 3, 2013, at 8:00 in the morning.

Donald Z. Morris
Administrator

Elton N. Plough
Chairman