

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
DECEMBER 21, 2009

INFORMATION SESSION

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

The meeting was opened with prayer led by Chairman Dean.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees.

Administrator Mims reviewed items on the agenda.

PRESENTATION BY CASSANDRA CROSBY AND RON DRINKARD WITH CROSBY DRINKARD GROUP, LLC

Cassandra Crosby and Ron Drinkard with Crosby Drinkard Group, LLC, discussed with the Commission, the proposed Retirement Bill for the Revenue Commissioner and members of the County Commission. Commissioner Wilson suggested that the Commission consider approving the Legislation separately and not as one Bill.

DISCUSSION BY THE COMMISSION

Chairman Dean requested to rescind a \$2,000 miscellaneous appropriation to the Montgomery City-County Public Library's Friends of the Library for books for Pintlala Library and requested a \$1,000 miscellaneous appropriation to Montgomery City-County Public Library for Pintlala Branch Library and a \$1,000 miscellaneous appropriation to Montgomery City-County Public Library's Friends of the Library for books for Pintlala Library.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented Budget Change Request Number 1 from Appraisal Department. After discussion, the Commission agreed to consider this item at the next meeting.

Administrator Mims presented a request from Public Affairs Manager, DiDi Henry, to conduct the 2010 County Employee Blood Drives, which would also allow employees who donate blood to receive 4 hours of comp time, as approved by their department head or supervisor. After discussion, the Commission agreed to waive rules and place this item on the agenda.

Administrator Mims presented Amendment Number One to Contract for cleaning Snowdown Park rest rooms. The Commission agreed to waive rules and place this contract amendment on the agenda. Vice Chairman Ingram requested that the County install an electric hand dryer in each rest room and to check as to whether the rest rooms have heaters.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell presented Change Order Number One with Ingram Construction in the amount of \$750.00 regarding tree removal at the K-9 Facility. After discussion, the Commission agreed to waive rules and place this item on the agenda.

CONFERENCE CALL FROM HAYNES KELLEY WITH ENVIRONMENTAL-MATERIALS CONSULTANTS, INC.

Administrator Mims presented an email from Haynes Kelley with Environmental-Materials Consultants, Inc., regarding mold observations report for property at 530 South Lawrence Street, which was being considered for purchase for the Family Justice Center. The Commission spoke with Mr. Kelley via conference call regarding his findings. Mr. Kelley stated that the issue is not catastrophic but that it needs to be corrected. No asbestos was found in the building.

PRESENTATION BY KEN UPCHURCH WITH T.C.U. CONSULTING SERVICES, LLC

Ken Upchurch with T.C.U. Consulting Services, LLC informed the Commission that it would cost approximately \$5,000 to correct the mold issue. Mr. Upchurch stated that the roof needs to be replaced and would cost approximately \$45,000. Deputy Administrator Mitchell informed the Commission that the carpet would also need to be replaced. After discussion, the Commission asked Lee Meriwether with John Stanley and Associates if he could negotiate a \$30,000 decrease in the Sellers price or to extend the closing date by 30 days. Mr. Meriwether stated that he would ask the Seller and inform the Commission.

PRESENTATION BY DISTRICT ATTORNEY ELLEN BROOKS

District Attorney Ellen Brooks informed the Commission that the Family Justice Center had been incorporated as a non-profit organization and that she had raised \$10,000. She expressed her desire to hire an Executive Director for the Family Justice Center by January 30, 2010. Ms. Brooks stated that she had asked Administrator Mims to determine whether or not the building could be designated as a Courthouse Annex.

Ms. Brooks informed the Commission that the District Attorney's Office Manager had resigned and requested that the Commission approve a position fill request.

Ms. Brooks updated the Commission on the programs administered by her office.

DISCUSSION BY THE COMMISSION

Chairman Dean stated that he would like to begin working the 2010 budget earlier than May. The Commission concurred.

PRESENTATION BY PROBATE JUDGE REESE MCKINNEY, JR., KEN UPCHURCH WITH T.C.U. CONSULTING SERVICES, LLC, AND MIKE RUTLAND WITH 2WR/ HOLMESWILKINS ARCHITECTS

Ken Upchurch with T.C.U. Consulting Services, LLC, and Mike Rutland with 2WR/ Holmes Wilkins Architects briefed the Commission regarding modification to Humidity Control System in the Archives Storage Areas of Annex III. It was recommended that three portable units be purchased for approximately \$35,000. After discussion, the Commission agreed to waive rules and add a Budget Change Request in the amount of \$35,000 from Fund 206 and add a related Change Order to Bailey-Harris Construction to the agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake reviewed his request for Authorization of a Clerk III Position and Related Position Fill Request and recommended approval of these items, which appear on the agenda.

Commissioner Williams asked that the speed limit be lowered from 55 mph to 45 mph on Lower Wetumpka and Anderson Roads. Also, he asked that Charlie Brassell Place be included in the next County resurfacing project.

Commissioner Ingram asked that the speed limit be lowered from 55 mph to 45 mph on Woodley Road from Mizell Road northward to the bridges near the City limits.

Also, he asked that the project signs be removed on Pike and Wasden Roads, since the improvement projects on these roads have been completed.

COMMENTS FROM LEE MERIWETHER WITH JOHN STANLEY AND ASSOCIATES

Lee Meriwether, with John Stanley and Associates, informed the Commission that the Seller agreed to decrease the purchase price of property located at 530 South Lawrence Street from \$585,000 to \$570,000. The Commission agreed to waive rules and place approval of the revised sales price on the agenda.

COMMENTS FROM ADMINISTRATOR MIMS AND COUNTY ATTORNEY TYRONE C. MEANS

Administrator Mims presented a proposal from Bill Wallace with Goodwyn, Mills and Cawood, Inc., regarding a proposed study for Inmate Housing Costs at the Montgomery County Detention Facility. After discussion, the Commission agreed to waive rules and add this proposed contract to the agenda.

Administrator Mims informed the Commission that President Obama signed an Executive Order closing Federal Executive Departments and Agencies for the last half of the scheduled workday on Thursday, December 24, 2009. State law requires city and county employees to observe federal holidays, therefore, the County Courthouse Annex would close at 12:00 Noon that day.

Administrator Mims presented a legal opinion from County Attorney Tyrone C. Means regarding Implementation of Special Tax for Jail. Attorney Means briefed the Commission regarding his opinion.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with Prayer led by Commissioner Williams at the request of Chairman Dean.

The Pledge of Allegiance was led by Vice Chairman Ingram.

County Administrator Mims called Roll to Establish Quorum, and the following Commissioners were present: Chairman Dean, Vice Chairman Ingram and Members Polizos, Williams and Wilson. 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 December 7, 2009. 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 5, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION REGARDING AMENDMENT TO THE SCOPE OF THE INFRASTRUCTURE IMPROVEMENTS FOR THE MONTGOMERY INDUSTRIAL PARK, CDBG PROJECT NUMBER CY-ED-PF-05-009

The Administrator presented a letter from Community Development Specialist of CARPDC Michelle Haigler requesting adoption of resolution regarding amendment to the scope of the infrastructure improvements for the Montgomery Industrial Park, CDBG Project Number CY-ED-PF-05-009.

Vice Chairman Ingram made a motion to adopt the resolution. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Letter and Resolution, Agenda Pages 1-1 and 1-2, are attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION OFFENDER REENTRY PROGRAM GRANT APPLICATION

The Administrator presented the following memorandum from Executive Director of Community Corrections Paul Brown requesting approval of Substance Abuse and Mental Health Services Administration Offender Reentry Program Grant Application:

MEMORANDUM

TO: Donnie Mims, County Administrator

FROM: Paul Brown – Executive Director, Montgomery County Community Corrections

DATE: December 17, 2009

RE: Request for Commission Consideration to Approve Application for Substance Abuse and Mental Health Services Administration Offender Reentry Program Grant #TI -10-006

Please place on the County Commission agenda for Monday, December 21, 2009 a request of the Montgomery County Community Corrections Department for the Commission to consider approval to apply for a grant administered by the Federal Department of Health and Human Services - Substance Abuse and Mental Health Services Administration (SAMHSA) for an Offender Reentry Program. The focus of the proposed program would be to establish evidence-based practices in the assessment, referral and Case Management of offenders placed on Community Corrections from incarceration. This grant would serve to provide significant funding for local community based providers to assist in the treatment needs of offenders who will be entering Community Corrections over the next three years. The proposed grant would service both felony offenders as well as offenders released from the County Jail who have served extended periods of confinement. There is no financial match requirement for this grant.

This grant opportunity is a reissuance of the same grant opportunity the Montgomery Community Corrections Department applied for in May of this year and would be for a 3 year period. The proposed grant application would be seeking funding which is estimated to be slightly in excess of one million dollars (\$1,000,000.00).

I request the Commission's approval for the Central Alabama Regional Planning and Development Commission to work with the Montgomery County Community Corrections Department to complete the application. The application is due on January 19, 2010. A copy of the Grant Announcement is attached.

Respectfully Submitted,

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

End of Memorandum

Mr. Williams made a motion to approve the Grant Application. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Grant Application, Agenda Pages 2-2 through 2-7, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED FY 2010 COMMUNITY TRAFFIC SAFETY PROGRAM AGREEMENT FOR OVERTIME FUNDS WITH THE CITY OF MONTGOMERY HIGHWAY SAFETY OFFICE

The Administrator presented the following memorandum from Sheriff D.T. Marshall requesting approval of FY 2010 Community Traffic Safety Program Agreement:

December 10, 2009

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

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

SUBJECT: Section 410 HFR Federal Grant Funds
(October 1, 2009 – September 30, 2010)

Please place the attached grant on the next agenda for the County Commission's approval.

If you have any questions, please do not hesitate to call on me.

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Letter and FY 2010 Community Traffic Safety Program Agreement, Agenda Pages 3-2 through 3-4, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT STATE HOMELAND SECURITY GRANT PROGRAM, AGREEMENT NUMBER ALDHS-09-1027 WITH THE ALABAMA DEPARTMENT OF HOMELAND SECURITY

The Administrator presented the following memorandum from Chief Deputy Derrick Cunningham of the Sheriff's Office requesting approval of Cooperative Agreement State Homeland Security Grant Program:

December 10, 2009

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

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

SUBJECT: Homeland Security Grant 9ATL
Agreement Number ALDHS-09-1027

The Montgomery County Sheriff's Office has received a grant from the Department of Homeland Security in the amount of \$73,500.00 to purchase ALERRT Active Shooter Training Kits, as well as, refills to train law enforcement in Region 4 consisting of eleven (11) counties.

The Department of Homeland Security has been purchasing these kits from KDL Solutions out of Hattiesburg, MS. Enclosed please find a letter from KDL Solutions which states they are the sole source for this material. Also enclosed is a letter from Advanced Law Enforcement Rapid Response Training (ALERRT) which states KDL Solutions are the sole source company where these kits can be purchased. I spoke with Tony Gardner with Homeland Security and he stated KDL Solutions is the only company that produces and makes these kits for ALERRT training. I am requesting these items be purchased from KDL Solutions as a sole source provider.

I am attaching the 9ATL grant award which needs to be signed by the Chairman of the County Commission. This grant will reimburse us in the amount of \$73,500.00 which will be used in the purchase of the training and refill kits needed for this program.

End of Memorandum

Vice Chairman Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Letters and Cooperative Agreement State Homeland Security Grant Program, Agenda Pages 4-2 through 4-11, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AUTHORIZATION TO VOTE ON PROPOSED
LOCAL LEGISLATION TO ALLOW THE MONTGOMERY COUNTY REVENUE
COMMISSIONER AND MEMBERS OF THE MONTGOMERY COUNTY COMMISSION
TO PARTICIPATE IN THE EMPLOYEES’ RETIREMENT SYSTEM IN LIEU OF
PARTICIPATING IN A SUPERNUMERARY PROGRAM OR SYSTEM BE VOTED ON
SEPARATELY

The Administrator presented the following memorandum requesting approval of proposed local legislation to allow certain Elected or Appointed Officials in Montgomery County to participate in the Employees’ Retirement System in lieu of participating in a Supernumerary Program or System:

December 17, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Proposed Retirement Bill

Attached is a proposed bill that would allow certain elected or appointed officials in Montgomery County to participate in the Employees’ Retirement System in lieu of participating in a supernumerary program or system.

During the County Commission meeting on December 7, 2009, this bill was discussed and requested to be placed on the December 21, 2009, agenda for consideration of approval. This bill would provide for the Montgomery County Commissioners and the Revenue Commissioner to participate in the Employees’ Retirement System of Alabama.

End of Memorandum

Mr. Wilson requested that consideration of the approval of proposed Local Legislation to allow certain elected or appointed officials in Montgomery County to participate in the Employees’ Retirement System in lieu of participating in a supernumerary program or system be voted upon separately in that it would impact the Revenue Commissioner and members of the Montgomery County Commission. His fellow Commissioners concurred and Mr. Wilson made a motion that the proposed Local Legislation providing for retirement benefits for the Revenue Commissioner and members of the County Commission be voted on separately. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (A Bill to be Entitled an Act and Email, Agenda Pages 5-2 through 5-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PROPOSED LOCAL LEGISLATION TO ALLOW THE REVENUE COMMISSIONER IN MONTGOMERY COUNTY TO PARTICIPATE IN THE EMPLOYEES’ RETIREMENT SYSTEM IN LIEU OF PARTICIPATING IN A SUPERNUMERARY PROGRAM OR SYSTEM

Mr. Williams made a motion to approve proposed Local Legislation to allow the Revenue Commissioner in Montgomery County to participate in the Employees’ Retirement System in lieu of participating in a supernumerary program or system. The motion was seconded by Mr. Wilson and unanimously approved by the Commission.

COUNTY COMMISSION – DISAPPROVED PROPOSED LOCAL LEGISLATION TO ALLOW COUNTY COMMISSIONERS IN MONTGOMERY COUNTY TO PARTICIPATE IN THE EMPLOYEES’ RETIREMENT SYSTEM IN LIEU OF PARTICIPATING IN A SUPERNUMERARY PROGRAM OR SYSTEM

Chairman Dean made a motion to approve proposed Local Legislation to allow County Commissioners in Montgomery County to participate in the Employees’ Retirement System in lieu of participating in a supernumerary program or system. The motion was seconded by Mr. Williams. Chairman Dean and Mr. Williams voted in favor of the motion. Vice Chairman Ingram, Mr. Polizos and Mr. Wilson voted against the motion and the motion failed.

COUNTY COMMISSION – APPROVED PAYMENT OF 2010 MEMBERSHIP DUES TO ALABAMA CITY/COUNTY MANAGEMENT ASSOCIATION FOR ADMINISTRATOR DONALD L. MIMS, DEPUTY ADMINISTRATOR JOHN A. MITCHELL, SR., AND RISK MANAGER SCOTT KRAMER

The Administrator presented the following memorandum from John A. Mitchell, Sr., requesting approval for payment of 2010 Membership Dues to Alabama City/County Management Association for Administrator Donald L. Mims, Deputy Administrator John A. Mitchell, Sr., and Risk Manager Scott Kramer. The Membership Dues are \$50.00 each with the total Membership Dues being \$150.00.

December 9, 2009

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: ACCMA Membership Dues for Donald Mims, John Mitchell and Scott Kramer

I am requesting approval of payment of membership dues for three people for ACCMA. This organization has been invaluable to the work of County administration over the years. Recently, Scott Kramer became an officer in the ACCMA organization.

The cost is \$50.00 per person. Funds have been allocated in this year's budget to cover the total \$150.00 cost. I am asking the Commission to approve payment of these dues at the next Commission meeting on December 21, 2009.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 6-2, is attached to these Minutes.)

RISK MANAGEMENT DEPARTMENT – APPROVED PAYMENT OF 2010 MEMBERSHIP DUES TO PUBLIC RISK MANAGEMENT ASSOCIATION FOR RISK MANAGER SCOTT KRAMER

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval for payment of 2010 Membership Dues, for Risk Manager Scott Kramer, to Public Risk Management Association in the amount of \$350.00:

December 8, 2009

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: PRIMA Membership Dues for Scott Kramer

Scott Kramer is requesting payment for membership dues for PRIMA. This organization has played a vital role in the success of the Risk Management department. Using PRIMA's resources has been invaluable to Scott in being effective as a Risk Manager.

Funds are available in the department's budget to cover this cost. I am asking the Commission to approve payment of these dues.

Attachment

End of Memorandum

Vice Chairman Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Memorandum, 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:

December 21, 2009

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 001-59320-499 (Agency, Miscellaneous Appropriations) to:

- C-2010-29: Central Alabama Aging Consortium, to Replace Heater at New Senior Citizens Center in the Dublin Community - \$1,700
- C-2010-30: The Second Chance Foundation, for Counseling Services and Academic Remediation for At-Risk Children Expelled from the Montgomery Public School System - \$5,000
- C-2010-31: RESTOR, Inc., for Program Operations - \$2,500
- C-2010-32: Revelation Nuvision Ministries, Inc., for Community Development Program - \$5,000
- C-2010-33: Alabama Dance Theatre, for Free Admission for Title One Economically Disadvantaged School Children and Twenty Montgomery Area Outreach Organizations to the Production of “Celebration of the Season”, Also to Fund a Teacher Workbook Preparing Each Student for the Performances - \$4,500
- C-2010-34: Montgomery Community Action Agency, for the Back-to-School Initiative at Mobile Heights Baptist Church - \$1,000
- NC-2010-41: Montgomery County Recreation Department, for Senior Citizens Christmas Luncheon at King Hill Community Center - \$549.00
- NC-2010-42: Montgomery County Recreation Department, for Senior Citizens Christmas Luncheon at Richardson Terrace Community Center - \$549.00

- NC-2010-43: Montgomery County Recreation Department, for Senior Citizens Christmas Dinner at Gibbs Village Community Center - \$274.50
- NC-2010-44: Montgomery County Recreation Department, for Senior Citizens Christmas Luncheon at Flatwood Community Center - \$549.00
- NC-2010-45: Montgomery County Recreation Department, for Youth Christmas Party at Flatwood Community Center - \$325.00

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-2010-22: Rescind Appropriation to Montgomery City-County Public Library's Friends of the Library, for Books for Pintlala Library - \$2,000
- NC-2010-46: Montgomery City-County Public Library, for Pintlala Branch Library - \$1,000
- NC-2010-47: Montgomery City-County Public Library's Friends of the Library, for Books for Pintlala Library - \$1,000
- C-2010-35: Freewill Community Development Corporation of Montgomery, for Program to Stop the Violence - \$500

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

COUNTY COMMISSION – APPROVED PAYMENT TO MOBIS ALABAMA, LLC, AS PER TERMS OF 2009 PROJECT AGREEMENT FOR FACILITY EXPANSION

The Administrator presented the following memorandum requesting approval of payment to Mobis Alabama, LLC, as per terms of 2009 Project Agreement for Facility Expansion:

December 17, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: MOBIS Reimbursement Request

During the County Commission meeting on December 7, 2009, I presented documents concerning the 2009 Project Agreement with the State of Alabama, City of Montgomery, The Industrial Development Board of the City of Montgomery, Montgomery County Commission and MOBIS Alabama, LLC.

After discussion, the Commission agreed to place on the December 21, 2009, agenda the consideration to approve payment to MOBIS Alabama, LLC, as per terms of the 2009 Project Agreement for Facility Expansion in the amount of \$67,520.

Attachment

End of Memorandum

Vice Chairman Ingram made a motion to approve payment to Mobis Alabama, LLC, as per terms of 2009 Project Agreement for Facility Expansion. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Emails, Letter and 2009 Project Agreement, Agenda Page 9-2 through 9-14, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED BID AWARD FOR LIGHT BARS AND SIRENS, BID NUMBER 52110-09B-029

The Administrator presented the following memorandum from Assistant Director of Support Services Pat Silas requesting approval of bid award for light bars and sirens:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: December 16, 2009

SUBJECT: Invitation to Bid No. 52110-09B-029,
Light Bars and Sirens

Request approval of award on the above referenced bid to Gulf States Distributors in the amount of \$1,699.00, based on unit pricing, be placed on the agenda for the County Commission meeting on December 21, 2009. (copy of spread sheet attached)

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

Coordination of award made with Sheriff D.T. Marshall, Sheriff's Office.

Your help with this matter is appreciated.

Attachment

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 Spreadsheet, Agenda Page 10-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD FOR STORAGE CONTAINERS, BID NUMBER 51100-09B-027

The Administrator presented the following memorandum from Assistant Director of Support Services Pat Silas requesting approval of bid award for storage containers:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: December 16, 2009

SUBJECT: Invitation to Bid No. 51100-09B-027,
Storage Containers

Request approval of award on the above referenced bid to the only bid received, Swanner Transfer & Storage in the amount of \$18,768.00, be placed on the agenda for the County Commission meeting on December 21, 2009. (copy of spread sheet attached)

Coordination of award made with Mr. John Mitchell, Deputy Administrator.

Your help with the matter is appreciated.

Attachment

End of Memorandum

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

APPRAISAL DEPARTMENT – APPROVED RFP AWARD FOR PUBLIC ACCESS WEB MAPPING APPLICATION, RFP NUMBER 51985-09P-030

The Administrator presented the following memorandum from Assistant Director of Support Services Pat Silas requesting approval of RFP award for public access web mapping application:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: December 16, 2009

SUBJECT: RFP No. 51985-09P-030, Public Access Web Mapping Application

Request approval of award on the above referenced RFP to the only proposal received, Geographic Information Services, Inc., for the amount of \$59,592.00, be placed on the agenda for the County Commission meeting on December 21, 2009. (copy of spread sheet attached)

Coordination of award made with Ms. Jane Mardis, Chief Appraiser and Ron Stanfield of the Appraisal Dept.

Your help with this matter is appreciated.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 12-2, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AUTHORIZATION OF A CLERK III POSITION

The Administrator presented the following memorandum from County Engineer George C. Speake requesting approval of authorization of a Clerk III Position:

MEMORANDUM

TO: Mr. Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

DATE: December 14, 2009

RE: Additional Clerk III Position for the Engineering Department

At the December 7, 2009, Commission Information Session, the above referenced Clerk III Position was discussed with the Commission, and it was agreed that this item would be placed on the December 21, 2009, agenda. In regards to this previous discussion, please place this request on the agenda for the December 21, 2009, Montgomery County Commission meeting.

As a part of succession planning, it is requested that the Engineering Department be authorized an additional Clerk III position and our currently vacant Clerk IV position be held in abeyance to later be filled by one of the Clerk III's. If one of the Clerk III's is successfully promoted to a Clerk IV, then the additional Clerk III position would be abolished. Consequently, there would be no increase in the number of employee positions on our office staff.

It is anticipated that we would promote an existing Clerk Typist II to the additional Clerk III position, and the resulting vacant Clerk Typist II position would not be filled until after the present hiring freeze is lifted. This proposal would allow us to continue and save money considering the salary difference between a Clerk III and a Clerk IV plus the salary savings from the vacant Clerk Typist II position. Thank you for your assistance with this matter.

End of Memorandum

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

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUEST FOR A CLERK III

The Administrator presented the following memorandum from County Engineer George C. Speake requesting approval of position fill request for a Clerk III:

MEMORANDUM

TO: Mr. Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

DATE: December 14, 2009

RE: Position Fill Request for Clerk III

At the December 7, 2009, Commission Information Session, the above referenced Clerk III Position Fill Request was discussed with the Commission, and it was agreed that this item would be placed on the December 21, 2009, agenda. In regards to this previous discussion, please place

this request on the agenda for the December 21, 2009, Montgomery County Commission meeting along with the attached Position Fill Request.

As a part of succession planning, it is requested that the Engineering Department be allowed to fill an additionally authorized Clerk III position and our currently vacant Clerk IV position be held in abeyance to later be filled by one of the Clerk III's. If one of the Clerk III's is successfully promoted to a Clerk IV, then the additional Clerk III position would be abolished. Consequently, there would be no increase in the number of employee positions on our office staff.

It is anticipated that we would promote an existing Clerk Typist II to the additional Clerk III position, and the resulting vacant Clerk Typist II position would not be filled until after the present hiring freeze is lifted. This proposal would allow us to continue and save money considering the salary difference between a Clerk III and a Clerk IV plus the salary savings from the vacant Clerk Typist II position. Thank you for your assistance with this matter.

Attachment

End of Memorandum

Vice Chairman 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 14-2, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (5)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
(1) County Commission	Request Numbers 5 and 6
(2) Probate Judge's Office	Request Numbers 7 and 8
(3) District Attorney's Office	Request Number 6

Vice Chairman Ingram 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 15-1 and 15-5, are attached to these Minutes.)

WAIVED AGENDA RULES

Chairman Dean requested that the following items be added to the agenda and his fellow Commissioners concurred:

COUNTY COMMISSION – APPROVED 2010 BLOOD DRIVES

The Administrator presented the following memorandum requesting approval for the 2010 Blood Drives:

December 15, 2009

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: DiDi Henry
Manager of Public Affairs

SUBJECT: County Employee Blood Drives

Historically, the Montgomery County Commission has sponsored two employee blood drives annually. Permission is hereby requested to sponsor two blood drives in 2010. The first would be scheduled for Tuesday, January 5th with the American Red Cross and the other in the summer with LifeSouth.

Authorization is requested to permit these blood drives and allow elected officials and department heads to give employees who actually donate blood, four hours of administrative leave for having donated.

It is important to note that the County usually has very successful blood drives, and we know that blood donations save lives. Your approval of this request is appreciated.

End of Memorandum

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

COUNTY COMMISSION – APPROVED CHANGE ORDER NUMBER ONE WITH INGRAM CONSTRUCTION CONCERNING TREE REMOVAL AT THE K-9 FACILITY

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of Change Order Number 1 with Ingram Construction:

December 11, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Change Order No. One
Montgomery County K-9 Facility
Ingram Construction

Attached is Change Order Number One for the removal of a tree and stump, as well as repairs to the ground after removal. The total cost of this change order is \$750.00. The architect and contractor for the Sheriff Office K-9 Facility construction project agree that it is necessary to remove this tree to complete this project.

I agree with the recommendations of the architect and contractor and ask the Commission to review the attached documents. Please waive rules and approve this change order at the next County Commission meeting on December 21, 2009.

Attachments

End of Memorandum

Vice Chairman Ingram made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Letters and Change Order Number 1, Agenda Pages 17-2 through 17-7, are attached to these Minutes.)

PARKS AND RECREATION DEPARTMENT – APPROVED AMENDMENT NUMBER ONE TO CONTRACT FOR CLEANING SNOWDOWN PARK RESTROOMS

The Administrator presented the following memorandum from Superintendent of Parks and Recreation James Williams requesting approval of Amendment Number One to contract for cleaning Snowdown Park restrooms:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: James Williams, Director of Parks and Recreation

DATE: December 15, 2009

SUBJECT: Amendment No. 1 – Contract for Cleaning Snowdown Park Restrooms

Request that approval of the attached Amendment No. 1 to the Contract between Montgomery County Commission and Phyllis Carnes for cleaning of two (2) restrooms at Snowdown Park, be placed on the agenda for the County Commission meeting on December 21, 2009.

The original Contract stated that Ms. Carnes would provide all paper products at no cost to the County but it is actually the responsibility of the County to furnish hand towels, toilet tissue and hand soap. Ms Carnes will provide all cleaning supplies necessary to clean the facilities.

The estimated yearly cost to the County for furnishing of the supplies will be approximately \$400.00 per year.

The beginning contract period will also change to December 22, 2009 and will end on December 21, 2010.

Your help with this matter is appreciated.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Wilson and unanimously approved by the Commission. (Copies of Amendment Number One, Contract Agreement, and Supply List, Agenda Pages 18-2 through 18-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BUDGET CHANGE REQUEST FROM FUND 206 AND RELATED CHANGE ORDER TO BAILEY-HARRIS CONSTRUCTION REGARDING MODIFICATION TO HUMIDITY CONTROL SYSTEM IN THE ARCHIVES STORAGE AREAS OF ANNEX III

The Administrator requested approval of Budget Change Request Number 9 in the amount of \$35,000 from fund 206 which is to be funded from fund balance and related change order to Bailey-Harris Construction regarding modification to Humidity Control System in the Archives Storage Areas of Annex III.

Mr. Williams made a motion to approve Budget Change Request Number 9 in the amount of \$35,000 from fund 206 which is to be funded from fund balance and related change order to Bailey-Harris Construction regarding modification to Humidity Control System in the Archives Storage Areas of Annex III. The motion was subject to approval of the humidity control system modification by Probate Judge Reese McKinney, Jr., and Archivist Lyn Frazer. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copy of Budget Change Request Number 9, Agenda Page 19-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED REDUCTION IN PURCHASE PRICE OF PROPERTY LOCATED AT 530 SOUTH LAWRENCE STREET, FROM \$585,000 TO \$570,000

The Administrator requested approval of a reduction in the purchase price of property located at 530 South Lawrence Street, from \$585,000 to \$570,000.

Mr. Williams made a motion to approve the reduction in purchase price of property located at 530 South Lawrence Street, from \$585,000 to \$570,000. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED CONTRACT WITH GOODWYN, MILLS AND CAWOOD FOR STUDY OF INMATE HOUSING COSTS AT THE MONTGOMERY COUNTY DETENTION FACILITY

The Administrator presented the following memorandum requesting approval of contract with Goodwyn, Mills and Cawood regarding a study of inmate housing costs at the Montgomery County Detention Facility:

December 17, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Inmate Housing Costs

Recently, Mayor Strange met with Chairman Dean and me and inquired as to what the cost would be to house City inmates in the County Detention Facility. I contacted Bill Wallace with Goodwyn, Mills and Cawood regarding this matter and he, in turn, worked with Joe Fenton, who had previously assisted Goodwyn, Mills and Cawood in the expanded County Detention Facility.

Attached is a letter from Bill Wallace with Goodwyn, Mills and Cawood, Inc., concerning a proposed study for Inmate Housing Costs at the Montgomery County Detention Facility. This analysis will provide the fee the County could consider charging other governmental agencies to house their inmates.

The initial proposal was for \$9,500, but, after negotiations, I was able to reduce the fee to \$4,000 and eliminate all travel expenses associated with coming to Montgomery for meeting with Detention Facility staff.

We will discuss this issue during the Monday County Commission meeting.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the contract. The motion was seconded by Mr. Williams. Chairman Dean, Mr. Polizos and Mr. Williams voted in favor of the motion. Vice Chairman Ingram and Mr. Wilson abstained and the motion carried. (Copies of Letter and Proposal, Agenda Pages 21-2 through 21-4, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

County Engineer George Speake wished everyone a blessed Christmas and a wonderful New Year.

Vice Chairman Ingram asked if Mr. Rick Sellers wanted to say a few words and Mr. Sellers wished everyone a Merry Christmas.

Vice Chairman Ingram wished everyone a Merry Christmas and Happy New Year. He stated that it was nice to spend some good, quality time together and thanked all the employees for everything they do.

Commissioner Williams wished everyone a Merry Christmas and Happy New Year. He thanked the employees for what they do to make the Commissions' job better. He mentioned that the states in the northeast are not able to meet their sales tax goals this Christmas season due to a major snow storm. He stated that we are blessed and should shop Montgomery to continue to build Montgomery's sales tax. He again wished everyone a safe and Merry Christmas and Happy New Year.

Commissioner Polizos wished all the employees a Merry Christmas. He also wished the military a Merry Christmas, expressing his appreciation for risking their lives to protect us.

Chairman Dean wished everyone a Merry Christmas, stating the Jesus is the reason for the season. He stated that we had some hard times this year, and expressed his appreciation for everyone's support of the Commission. He mentioned that the employee luncheon was a great success. He told the audience that Vice Chairman Ingram, Commissioner Polizos and himself attended the Sheriff's holiday celebration dinner. He reminded the audience that while everyone is celebrating during the holidays, the Sheriff's Deputies are hard at work, protecting us. He said that he looks forward to seeing everyone next year.

Commissioner Wilson wished everyone a Merry Christmas and Happy New Year. He stated that he looks forward to seeing everyone next year. He also wished his youngest daughter a Happy Birthday, which she is celebrating today. He stated that she attends college in Oregon and hasn't been home in awhile.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF, AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims informed the Commission that the term of Robert Porterfield, Jr. expired as a board member of the Montgomery County Community Punishment & Correction Authority. The Commission agreed to discuss this appointment at the next meeting.

PRESENTATION BY JENNIFER ANDERSON, GRADUATE OF EMERGE TORCHBEARERS LEADERSHIP CLASS, CHERYL CARTER, EXECUTIVE DIRECTOR OF LEADERSHIP MONTGOMERY AND SUZANNA WASSERMAN, PROGRAM DIRECTOR OF LEADERSHIP MONTGOMERY

Jennifer Anderson, Graduate of EMERGE Torchbearers Leadership Class, briefed the Commission regarding the EMERGE Program and requested nominations of the 2010 Torchbearer Class. Cheryl Carter, Executive Director of Leadership Montgomery, thanked the Commission for their support of the Program.

PRESENTATION BY TODD SMITH, ACCOUNT EXECUTIVE W/SCHNEIDER ELECTRIC

Todd Smith, Account Executive with Schneider Electric, briefed the Commission regarding energy efficiency. Mr. Smith requested approval for Schneider Electric to perform a facility analysis of the Courthouse Annex. He stated that there would be no cost for the study. The Commission expressed no objection for the company to perform the study.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE HOWELL

Juvenile Court Administrator Bruce Howell requested approval to install a new electronic time clock system at the Youth Facility. Mr. Howell stated that the time clock system would be paid for with State funds. The Commission concurred.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented the Montgomery Public Schools Facility Plan Monthly Report #36 for the Month of November 2009 from T.C.U. Consulting Services, LLC.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry noted that Vice Chairman Ingram's birthday will be on January 6th and wished him a happy birthday since the Commission will not be meeting until after his birthday. She reviewed the upcoming events and distributed an event sign-up sheet for the Commissioners to note which events they will be attending in the upcoming weeks. She noted that the Chamber of Commerce will host an Eggs & Issues Breakfast with Senator Richard Shelby on Monday, February 8th, which conflicts with the regular County Commission meeting

date. After discussion, the Commissioners agreed to move the Commission Meeting time to 9:00 a.m., so that they could attend the breakfast.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell informed the Commission that Courthouse Café Manager Wanda Hughes requested permission to close the Courthouse Café December 28, 2009 – January 4, 2010. After discussion, the Commission agreed to grant the request.

PRESENTATION BY BONDS PROGRAM DIRECTOR REGINA BERRY

BONDS Program Director Regina Berry briefed the Commission regarding the BONDS program and the budget for 2010. After discussion, the Commission agreed to place on the next agenda approval of Budget Change Request Number 8 and related Memorandum of Understanding concerning the BONDS Program.

ADJOURNMENT

Commissioner Polizos made a motion to adjourn the meeting of the Montgomery County Commission on December 21, 2009, at 10:52 a.m. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-11-09

Check Number	To	Check Number
204382		204443
Total Checks Paid		\$364,946.44

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-11-09

Check Number	To	Check Number
204444		204539
Total Checks Paid		\$1,042,685.87

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

12-21-09 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 12-18-09

Check Number	To	Check Number
204540		204621
Total Checks Paid		\$300,211.38

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

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 12-18-09

Check Number	To	Check Number
204623		204721
Total Checks Paid		\$654,958.59

CHECK #	PAYEE	AMOUNT	DATE
204622	First Tuskegee Bank	\$1,100,000.00	12/17/09

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

12/21/09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

Agenda

DEC 21 2009

CHECKS ARE DATED
12/18/09

Payroll Check Number	101109	To	Payroll Check Number	101281	\$ 131,024.87
Direct Deposits					\$ 831,801.54
Payroll Check Number	101282	To	Payroll Check Number	101309	\$ 284,585.30
Direct Deposits					\$ 331,821.44
Federal Deposits					\$ 335,205.84
Total Payroll Paid					\$ 1,914,438.99

CHECK #

101108

PAYEE

Johnny F. Harris

AMOUNT

\$ 337.83

DATE

12/04/09

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

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Agenda

DEC 21 2009

Jiles Williams, Jr.
Chairman

Bill J. Tucker
Executive Director

December 16, 2009

Mr. Donald L. Mims, Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102-1667

RE: Formal Amendment Resolution
Montgomery Industrial Park
CY-ED-PF-05-009

Dear Mr. Mims:

We would like to be placed on the agenda for the December 21, 2009 County Commission to authorize the attached Resolution to request a formal amendment from ADECA on the above referenced project. The formal amendment would be required to request a reduction in jobs from ADECA. Currently, only half of the 60 jobs have been created and it does not appear that the other half will be created anytime soon.

The formal amendment would be followed by closeout paperwork, allowing the County to apply for CDBG grants in 2010 if you so choose. Should you have any questions, please feel free to call me anytime at (334) 262-4300. Thank you for your attention regarding this matter.

Sincerely,



Michelle Haigler
Community Development Specialist

2009 DEC 16 PM 1:58

MONTGOMERY COUNTY
COMMISSION

1-1

RESOLUTION

(To authorize Formal Amendment to CDBG Project No. CY-ED-PF-05-009)

WHEREAS, The Montgomery County Commission was awarded a FY 2005 grant through the Community Development Block Grant Program administered by the Alabama Department of Economic and Community Affairs for infrastructure improvements for Montgomery Industrial Park; and

WHEREAS, the approved CDBG activity was to provide sewer lines to accommodate the businesses within the Industrial Park; and

WHEREAS, the three new industries, Lamar Advertising, Medical Place and the former Proethic Pharmaceuticals agreed to create at least 60 jobs; and

WHEREAS, the County will request from ADECA to reduce the number of jobs created.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Commission as follows:

Section 1. That the Montgomery County Commission agrees to amend the scope of CDBG project No. CY-ED-PF-05-009 to reduce beneficiaries.

Section 2. That Elton N. Dean, Sr., in his capacity as Chairman, is hereby authorized and directed to amend said grant on behalf of the Montgomery County Commission and take other such actions as may be necessary to accomplish acceptance of the formal amendment.

Passed, Adopted and Approved this the 21st day of December 2009.

Elton N. Dean, Sr., Chairman
Montgomery County Commission

ATTEST:

Donald L. Mims, Administrator

SAMHSA.gov
The Substance Abuse & Mental Health Services Administration

Grant Announcement

Application Information Center for Substance Abuse Treatment (CSAT)

Request for Applications (RFA)

Offender Reentry Program (Short Title: ORP)

(Initial Announcement)

Updated Requirements (as of 12/02/09): In Section I-2.1 of the RFA, Populations of Focus, the 2nd bullet has been changed to the following: "Must have been sentenced to and serving at least six months in a correctional institution (jail/prison/detention center;)"

The application deadline has been extended to February 2, 2010.

Request for Applications (RFA) No. TI-10-006

Posting on Grants.gov: November 2, 2009

Original Receipt date: January 19, 2010

Extended Receipt date: February 2, 2010

Announcement Type: Initial

Catalogue of Federal Domestic Assistance (CFDA) No.: 93.243

Key Dates:

Application Deadline	Applications are due by February 2, 2010
Intergovernmental Review (E.O. 12372)	Applicants must comply with E.O. 12372 if their State(s) participates. Review process recommendations from the State Single Point of Contact (SPOC) are due no later than 60 days after application deadline.

Public Health System Impact Statement (PHSIS) / Single State Agency Coordination	Applicants must send the PHSIS to appropriate State and local health agencies by application deadline. Comments from Single State Agency are due no later than 60 days after application deadline.
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The Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment is accepting applications for fiscal year (FY) 2010 grants for the Offender Reentry Program (hereafter referred to as ORP). The purpose of this program is to expand and/or enhance substance abuse treatment and related recovery and reentry services to sentenced juvenile and adult offenders returning to the community from incarceration for criminal/juvenile offenses. Applicants are expected to form stakeholder partnerships that will plan, develop and provide a transition from incarceration to community-based substance abuse treatment and related reentry services for the populations of focus. Because reentry transition must begin in the correctional or juvenile facility before release, limited funding may be used for certain activities in institutional correctional settings in addition to the expected community-based services (see Section I-2.3 - Allowable Activities in Institutional Correctional Settings).

SAMHSA recognizes that there is a significant disparity between the availability of treatment services for persons with alcohol and drug use disorders and the demand for such services. According to the 2007 National Survey on Drug Use and Health (NSDUH), 22.3 million individuals needed treatment for an alcohol or illicit drug use problem. Only 10 percent of these individuals received treatment at a specialty facility in the past year. This disparity is also consistent for criminal justice populations, as estimates show only 10 percent of individuals involved with the criminal justice system who are in need of substance abuse treatment receive it as part of their justice system supervision. The Bureau of Justice Statistics estimates that approximately 1 in 5 juveniles in the daily correctional population receive some form of substance abuse treatment (BJS, 2005; Taxman, NIDA CJDATS, 2007). Approximately one-half of the institutional treatment provided is educational programming (Taxman, NIDA CJDATS, 2007).

Furthermore, a 2007 study by NIDA's Criminal Justice Drug Abuse Treatment Study indicates that offenders have a much higher rate of psycho-social dysfunction including substance abuse disorders than the general population. In fact, youth in the juvenile justice system have almost four times the rate of substance abuse disorders than the general juvenile population in the United States (NSDUH, 2007). By providing needed treatment services, this program is intended to reduce the health and social costs of substance abuse and dependence to the public, and increase the safety of America's citizens by reducing substance abuse related crime and violence.

Over the past decade, awareness of the need for a continuing care system for juvenile and adult offenders has grown as States and local communities have struggled with the increasing number of these individuals returning to the community after release from correctional confinement. Taxman et al. (2007) indicates the number of juveniles in correctional settings is under-reported and that there are approximately a quarter of a million juveniles and youths in the correctional system in the United States in need of substance abuse treatment. Often the juvenile or adult criminal justice system has services and structures in place for these offenders at entry into the system (i.e., at pre-trial or adjudication), but there are few and fragmented services in place for these offenders as they are released from correctional settings. Reentry into the community and reintegration into the family are risky times for these offenders and their families. The U.S. Department of Justice Office of Juvenile Justice and Delinquency Prevention (OJJDP) indicates that in the first year following release, young offenders re-offend at a rate of sixty-three (63) percent. Substance abuse treatment for offenders in

prison and in the community has been extensively studied and evaluated over the past several years, and the results are consistent and clear – treatment works, reducing crime and recidivism.

SAMHSA/CSAT recognizes the need to successfully return and reintegrate these individuals into the community by providing substance abuse treatment and other related reentry services while also ensuring public safety for the community and family. This program builds on previous and ongoing SAMHSA/CSAT criminal and juvenile justice program initiatives (e.g., SAMHSA/CSAT FY 2009 ORP and 2004 YORP grant programs), and builds on learning gained from these previous initiatives.

SAMHSA and the U.S. Department of Justice Bureau of Justice Assistance (BJA) share a mutual interest in supporting and shaping offender reentry-treatment services, as both agencies fund “offender reentry” programs. SAMHSA and BJA have developed formal agreements to further encourage and engage in mutual interests and activities related to criminal justice-treatment issues.

SAMHSA and BJA are currently working on a formal collaboration to coordinate the SAMHSA ORP grant-related activities and BJA’s Second Chance Act grant-related activities in FY 2010. SAMHSA’s ORP grantees will be expected to seek out and coordinate with any local federally-funded offender reentry initiatives including “Second Chance Act” offender reentry programs, as appropriate.

ORP is one of SAMHSA’s services grant programs. SAMHSA’s services grants are designed to address gaps in substance abuse treatment services and/or to increase the ability of States, units of local government, American Indian/Alaska Native Tribes and tribal organizations, and community- and faith-based organizations to help specific populations or geographic areas with serious, emerging substance abuse problems. SAMHSA intends that its services grants result in the delivery of services as soon as possible after award. Service delivery should begin by the 4th month of the project at the latest.

ORP grants are authorized under Section 509 of the Public Health Service Act, as amended. This announcement addresses Healthy People 2010 focus area 26 (Substance Abuse).

Eligibility

Eligible Applicants

Eligible applicants are domestic public and private nonprofit entities. For example, State and local governments, federally recognized American Indian/Alaska Native Tribes and tribal organizations, urban Indian organizations, public or private universities and colleges; and community- and faith-based organizations may apply. Tribal organization means the recognized body of any AI/AN Tribe; any legally established organization of American Indians/Alaska Natives which is controlled, sanctioned, or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of American Indians/Alaska Natives in all phases of its activities. Consortia of tribal organizations are eligible to apply, but each participating entity must indicate its approval. The statutory authority for this program prohibits grants to for-profit agencies. **The Federal Bureau of Prisons institutions, and its various correctional/community corrections institutions and programs, are not eligible to apply for an ORP grant. Additionally, if you propose to serve offenders who are currently in the Federal Bureau of Prisons, or its various correctional/community corrections institutions and programs, your application will not be reviewed and will not be considered for an award.**

You must address one specific offender population of focus (i.e., juveniles or adults), and those offenders must be within four months of scheduled release to the community or your application will not be reviewed and will not be considered for an award.

Award Information

Funding Mechanism:

Grant

Anticipated Total Available Funding:

\$13 million

Anticipated Number of Awards:

Juvenile Offenders- Up to 16
Adult Offenders- Up to 17

Anticipated Award Amount:

Up to \$400,000

Length of Project Period:

Up to 3 years

Proposed budgets cannot exceed \$400,000 in total costs (direct and indirect) in any year of the proposed project. Annual continuation awards will depend on the availability of funds, grantee progress in meeting project goals and objectives, timely submission of required data and reports, and compliance with all terms and conditions of award.

This program is being announced prior to the appropriation for FY 2010 for SAMHSA's programs, with funding estimates based on the President's budget request for FY 2010. Applications are invited based on the assumption that sufficient funds will be appropriated for FY 2010 to permit funding of a reasonable number of applications solicited. All applicants are reminded, however, that we cannot guarantee that sufficient funds will be appropriated to permit SAMHSA to fund any applications.

Supplemental Awards Based on Performance: Section VI-2, Administrative and National Policy Requirements, of this RFA discusses a grantee's proposed performance targets and explains that failure to meet stated goals and objectives may result in suspension or termination of the grant award, or in the reduction or withholding of continuation awards. Conversely, an ORP grantee that exceeds its performance targets or demonstrates efficiencies may receive a supplemental award based on performance to maintain its high level of performance. In year two of the ORP grant program, CSAT will review each grantee's Government Performance and Results Act (GPRA) data submissions and assess whether a grantee has:

- 1) exceeded its target for the number of clients served by 25 percent or more;
- 2) met or exceeded the 80% target for 6-month follow-up rates; and
- 3) provided services within approved cost bands.

Any grantee that has demonstrated appropriate financial management of the grant and has exceeded its targets for the number of clients served by 25 percent or more, met or exceeded the 80% target for 6-month follow-ups, and provided services within allowable cost bands, may receive a supplemental award of up to 5 percent of the third year requested amount based on performance. Supplemental award amounts will be determined on a sliding scale based on availability of funds and the grantee's

achievement of performance goals and demonstration of sound fiscal management. **Applicants should be aware that SAMHSA/CSAT does not plan to make supplemental awards to all grantees, and that it is possible that no grantees will receive supplemental awards based on performance.**

Eligible grantees will be asked to submit a narrative and budget justification for the supplemental award that maintains the increase in its targets during the final year of the project. The supplemental award based on performance is for the purpose of the grantee maintaining, at a minimum, the additional number of clients for the remainder of the project.

A grantee receiving a supplemental award based on performance may be subject to additional site visits and/or audits to verify the accuracy of the client data reported.

Contact Information

For questions on *program issues*, contact:

Kenneth W. Robertson
Team Leader, Criminal Justice Programs
Targeted Populations Branch, Division of Services Improvement
Center for Substance Abuse Treatment
1 Choke Cherry Road
Room 5-1001
Rockville, Maryland 20857
(240) 276-1621
kenneth.robertson@samhsa.hhs.gov

For questions on *grants management and budget issues*, contact:

William Reyes
Office of Program Services, Division of Grants Management
Substance Abuse and Mental Health Services Administration
1 Choke Cherry Road
Room 7-1095
Rockville, Maryland 20857
(240) 276-1406
william.reyes@samhsa.hhs.gov

Documents needed to complete a grant application:

1. REQUEST FOR APPLICATIONS (RFA)

YOU MUST RESPOND TO THE REQUIREMENTS IN THE RFA IN PREPARING YOUR APPLICATION.

- [Download Complete RFA Announcement TI-10-006 in PDF format](#) (file size 274 kbytes)
 508 ✓
- [Download Complete RFA Announcement TI-10-006 in MS Word format](#) (file size 514 kbytes)


2. GRANT APPLICATION KIT

YOU MUST USE THE FORMS IN THE APPLICATION KIT TO COMPLETE YOUR APPLICATION.

- [Download Forms in Grant Application Kit](#)

Additional Materials

For further information on the forms and the application process, see [Useful Information for Applicants](#)

Additional materials available on this website include:

- [Technical Assistance and Training for SAMHSA Grant Applicants](#)
- [Grants Management at SAMHSA: Useful Information for Grantees](#)

Last Update: 12/2/2009



City of Montgomery, Alabama

Office of the Mayor

Todd Strange
Mayor

December 4, 2009

City Council Members

Charles W. Jnrigh
President

Tracy Larkin
President Pro tem

David Michael Burkette

Cornelius Calhoun

Willie Cook

Glen O. Pruitt, Jr.

Martha Roby

Charles W. Smith

Jim Spear

Mr. Elton Dean, Chairman
Montgomery County Commission
Post Office Box 1667
Montgomery, AL 36102

Dear Commissioner Dean *[Signature]*

RE: Section 410 HFR Federal Grant Funds (October 1, 2009 – September 30, 2010)

We are pleased to notify you that your law enforcement agency has been awarded \$10,448.00 in federal grant funds to keep our roadways safe. This grant award is based on Alabama being identified as one of ten states that have the highest alcohol-related fatality rates. The purpose of these funds is to perform sustained overtime DUI enforcement at identified alcohol "hot spot" locations. Doing so will increase presence, discourage DUI, and contribute to the reduction of alcohol-related vehicle fatalities.

On behalf of the City of Montgomery, thank you for your past participation and continued interest in our regional highway safety program. As overall sub-grantee for the central region, the goal is to reduce crashes, injuries, and fatalities on our roadways thereby improving the quality of life for all our citizens.

Sincerely,

Todd Strange
Mayor, City of Montgomery

cc: Sheriff D.T. Marshall

2009 DEC 11 AM 10:34

RECEIVED
CITY OF MONTGOMERY

3-2

City of Montgomery Highway Safety Office

P.O. Box 1111 Montgomery, AL 36101
Phone: (334) 241-2289 Fax: (334) 241-2961

FY 2010 Community Traffic Safety Program (CTSP) Agreement for Overtime Funds

1. The City of Montgomery Highway Safety Office, hereinafter referred to as the Central Alabama Highway Safety Office (CAHSO) or CITY; and Montgomery County, hereinafter referred to as AGENCY, hereby enter an agreement for 100% reimbursed funded salary plus allowable fringe for overtime enforcement service performed by its AGENT, hereinafter referred to as **Montgomery County Sheriff's Office**, which may be used synonymously with AGENCY since AGENT works for the AGENCY, to be expended from October 1, 2009 through September 30, 2010. AGENCY is solely responsible for the acts and omissions of its employees and agents. This agreement does not establish a relationship between AGENCY and CAHSO/CITY. To the extent permitted by law, the AGENCY hereby agrees to protect, defend, indemnify and hold CITY free and harmless from any and all losses, claims, liens, debts, personal injuries, and death, (including those by employees of CITY), damages to property (including property of CITY) without limitation by enumeration and all other claims or demands of every character occurring, or in any way incident to, in connection with, or arising from this agreement.
2. This funding is made available to AGENCY under approved **Grant Number 10-HS-FR-008** between the CITY and the State of Alabama Department of Economic and Community Affairs - Law Enforcement and Traffic Safety Division (ADECA/LETS). The AGENCY has been awarded the following dollar amount under this agreement.

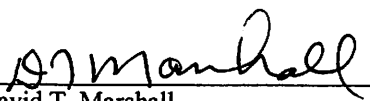
Total "Sustained" Alcohol Hot Spot Selective Enforcement Award Amount	\$10,448.00
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3. AGENCY must use allotted funds under "Sustained" Alcohol Hot Spot Selective Enforcement Award for overtime traffic enforcement as designated by ADECA or CAHSO. Enforcement will focus on ADECA directed alcohol "Hot Spots" which are segments of roadways that have experienced alcohol related fatal/injury crashes within AGENCY's jurisdiction. The alcohol "Hot Spot(s)" for the AGENCY are:

Top 13 Segment Locations in Central Region with 3 or More Total Alcohol Related Crashes

County	City	Link	Node 1	Node 2	Location	Attached Map #
Montgomery	Montgo Rur	1254	5560	10523	b/n Woodley Rd. at Montgomery City Limits and Vanderbilt Dr. at Woodley Rd.	23
Montgomery	Montgo Rur	2046	8074	9311	b/n Wares Ferry Rd. at Dozier Rd. and County Line at Dozier Rd.	25

4. AGENCY agrees to comply with the Statement of Work as outlined in Attachment A and Operational & Reimbursement Documentation Procedures as outlined in Attachment B.
5. CAHSO may terminate this agreement without notice at any time due to lack of funding, non-compliance with this agreement (and attachments), failure or refusal of AGENCY to comply with the Central Alabama Law Enforcement Committee (CALEC) Policy & Procedure Manual, or for cause.
6. CAHSO agrees to reimburse the AGENCY for actual enforcement/administrative overtime worked under this agreement, provided the overtime is consistent with Attachment A, documented in accordance with Attachment B and approved by CAHSO. Adjustments in the funding level, time period, or scope of this agreement may only be accomplished through written amendment mailed to AGENT upon recommendation of the CAHSO Director.



David T. Marshall

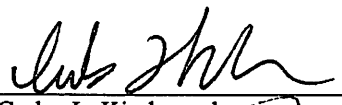
Sheriff, Montgomery County
Title

12-9-09
Date

Elton Dean

Chairman, Montgomery County
Commission
Title

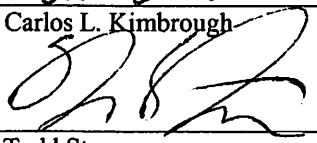
Date



Carlos L. Kimbrough

Highway Safety Director
Title

12/04/09
Date



Todd Strange

Mayor, City of Montgomery
Title

12/8/09
Date



ALERRT PROJECT

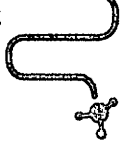
Advanced Law Enforcement Rapid Response Training

December 08, 2009

The Advanced Law Enforcement Rapid Response Training (ALERRT) at Texas State University San Marcos is the sole provider of the 40 hour Active Shooter Train the Trainer course that incorporates the 16 hr. basic active shooter training (developed by ALERRT) that is certified by the Department of Homeland Security, Office of Grants and Training. Additionally this is the only program that provides all lesson plans and teaching materials to the participants which are required to instruct the 16 hr. Basic Active Shooter Course certified by the Office of Grants and Training.

Similarly, the only company that has ever produced ALERRT Training Kits and ALERRT Training Re-supply Kits which meet the stringent US Department of Homeland Security Grant funding guidelines is KDL Solutions of Hattiesburg, MS. KDL Solutions' ALERRT Training Kits and Re-supplies were developed in cooperation with ALERRT and were designed specifically to meet all ALERRT Training Goals and Objectives and satisfy grant regulations governing Homeland Security funding provided by the US Department of Homeland Security to State Administrative Agencies.

Don Montague,
Executive Director
Advanced Law Enforcement Rapid Response Training



December 08, 2009

Chief Derrick Cunningham
Montgomery County Sheriff's Office
115 South Perry Street
Montgomery, AL 36104

Dear Derrick,

KDL Solutions is the sole provider of the ALERRT active shooter training kit. This kit provides all the essential instructional components necessary to meet the goals and objectives approved by the Advanced Law Enforcement Rapid Response Training (ALERRT) Center in San Marcos, Texas. The ALERRT center allowed KDL to duplicate their training kits, to provide wide spread dissemination of their valuable training. The kits come completely self contained and ready for secure transport to any destination needed. The compilation of these kits allows access to certain items that would not be attainable with certain grant funds. The kit is designed specifically for the ALERRT active shooter training, thus making it a unique commodity. While this kit could possibly be assembled by another company, KDL is the only company producing them at this time.

Further, the design of this kit has been reviewed and recognized by the US Department of Homeland Security to satisfy the funding guidelines of both the US DHS Law Enforcement Terrorism Prevention Program and the State Homeland Security Grant Program. Purchase of the ALERRT Active Shooter Training Kit satisfies the above DHS Grant requirements while the purchases of the individual components do not.

Please call me if you have any questions regarding our product.

Best regards,

Dean J. Bertram
President
KDL Solutions, LLC
(601) 270-6411

**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			2. Issuing Office & Address: Alabama Department of Homeland Security PO Box 304115 Montgomery, AL 36130-4115		
3. FY	4. Amount of	5. Effective Dates	6. Agreement Number ALDHS-09-1027 Grant Numbers (Reporting Categories): 9ATL \$ 73,500.00		
2009	Federal \$ 73,500.00 Total \$ 73,500.00	Begin: August 1, 2009 End: December 31, 2011			

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 FY2009 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.

**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:** Personnel and travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. In the absence of agency regulations, 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 rates exceed the federal rate established by the Internal Revenue Service.
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. 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:
 - 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;

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

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 personal property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should exercise caution in the 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.

d. Vehicles: The AEL, section 12 (CBRNE Response Vehicles/Prime Movers) 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. 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. Stickers displaying the AL DHS logo and the correct verbiage 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.

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.

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

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.
- 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.

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

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 (SAA) 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. Incident Management System (NIMS): The State met the NIMS compliance requirements in order to receive FY09 homeland security grant funding. All jurisdictions and agencies are therefore eligible to receive FY09 homeland security grant funding.

a. In order to receive FY10 and future federal homeland security and EMPG grant funding, all primary emergency support function state agencies, counties, cities, towns, local responder agencies, and volunteer fire departments must now enroll in NIMSCAST and make a good faith effort toward NIMS implementation. The deadline for the county submission/roll-up was September 2, 2009.

b. In accordance with US DHS NIMS guidance, AL DHS may prescribe the manner of NIMS reporting within the NIMSCAST system. Two options are possible: (1) a county office may establish one central NIMSCAST account, maintaining training records and reporting NIMS statistics for all municipalities and agencies within the county, or (2) a county office may establish the primary NIMSCAST account with sub-accounts for each city, town, local responder agency, and volunteer fire department in the county and with separate reporting by each activity. To meet the NIMS compliance requirement within Alabama, AL DHS requires NIMSCAST sub-accounts with separate reporting.

**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:
- 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 items from the original worksheet. If additions, deletions, or changes in cost total \$1000.00 or more, a new sign-off sheet by stakeholders is also required.
 - b. 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.
 - c. Special Instructions: The sub-grantee agrees to spend the appropriate percentages of this grant in compliance with US DHS grant guidance and AL DHS special instructions with regard to law enforcement and the US DHS highest priorities. Additionally, the amount to be spent and the percentage for the expenditures will be documented in a letter and attached to the budget detail worksheet for law enforcement and the US DHS highest priorities (i.e., addressing capability requirements and measuring progress in achieving the national preparedness guidelines, strengthening preparedness planning, maximizing info sharing through the network of Fusion Centers, enhancing health and medical readiness and preparedness, strengthening IED attack deterrence, prevention, and protection and strengthening preventive radiological/nuclear detection).
32. Metropolitan Medical Response System (MMRS):
- a. For MMRS grants, councils must be established and meet on an appropriate periodic basis in accordance with the council charter. In addition to appropriate local officials and stakeholders, the council membership must also include a representative from the State Department of Public Health.
 - 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.
 - c. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State and Urban Area Homeland Security Strategies. Critical factors in planning are to ensure that (a) the MMRS Jurisdiction has an applicable and up to date plan for responding to a mass casualty incident caused by any hazards; and (b) applicable procedures and operational guides to implement the response actions are within the local plan.
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

COOPERATIVE GRANT AGREEMENT STATE HOMELAND SECURITY GRANT PROGRAM TERMS AND CONDITIONS

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 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 FY09 HSGP grant guidance (e.g., Part IV, E, pages 34-41; Part VIII, pages 63-65; and pages 76-80). A summary of the funding restrictions pertaining to overtime is provided below. 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 (under the present system, this is defined as Orange or Red threat levels). Subject to these elevated threat level conditions, FY 2009 HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites (see page 37, FY09 HSGP grant guidance). 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 at annual program briefings and documentation/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 #271, Environmental Planning and Historic Preservation Requirements for Grants.
36. Special Instructions: Funding is to be used for Advance Law Enforcement Rapid Response Training (ALERRT).

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: 12-8-09

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: James M. Walker, Jr.

Title: Director, Alabama Department of Homeland Security

Signature: [Signature]

Date:

Initial Here D.C.
4-11

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7

8 SYNOPSIS: This bill would propose an amendment to the
9 Constitution of Alabama of 1901, to allow certain
10 elected or appointed officials in Montgomery County
11 to participate in the Employees' Retirement System
12 in lieu of participating in a supernumerary program
13 or system.

14

15

A BILL

16

TO BE ENTITLED

17

AN ACT

18

19

20

21

22

23

Proposing an amendment to the Constitution of
Alabama of 1901, to provide that certain elected or appointed
public officials in Montgomery County may participate in the
Employees' Retirement System in lieu of participating in a
supernumerary program or system.

24

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

25

26

27

28

29

Section 1. The following amendment to the
Constitution of Alabama of 1901, is proposed and shall become
valid as a part of the Constitution when all requirements of
this act are fulfilled:

PROPOSED AMENDMENT

1 No elected or appointed Montgomery County official
2 may assume a supernumerary office after the effective date of
3 this amendment. Any person who, on the effective date of this
4 amendment, is entitled to participate in a supernumerary
5 program may continue to participate in that supernumerary
6 program, which shall include the assumption of a supernumerary
7 office according to the terms and conditions of the law which
8 established that supernumerary program. Every elected or
9 appointed Montgomery County official may participate in the
10 Employees' Retirement System of Alabama upon the same terms
11 and conditions as may be specified by law for any other
12 employee in the same retirement system. Montgomery County
13 officials holding office at the time of ratification of this
14 amendment shall be eligible to purchase service credit in the
15 Employees' Retirement System for the time the official has
16 served in the current office. No person may participate in
17 both a supernumerary program and the Employees' Retirement
18 System based on the same service. For purposes of this
19 amendment, the words "elected or appointed Montgomery County
20 official" do not include a judge, district attorney,
21 legislator, constable, school board member, sheriff, or any
22 official elected from a judicial circuit.

23 Section 2. An election upon the proposed amendment
24 shall be held in accordance with Amendment 555 to the
25 Constitution of Alabama of 1901, now appearing as Section
26 284.01 of the Official ReCompilation of the Constitution of
27 Alabama of 1901, as amended, and the election laws of this
28 state.

1 Section 3. The appropriate election official shall
2 assign a ballot number for the proposed constitutional
3 amendment on the election ballot and shall set forth the
4 following description of the substance or subject matter of
5 the proposed constitutional amendment:

6 "Relating to Montgomery County, proposing an
7 amendment to the Constitution of Alabama of 1901, to provide
8 that certain elected or appointed public officials in
9 Montgomery County may participate in the Employees' Retirement
10 System in lieu of participating in a supernumerary program or
11 system.

12 "Proposed by Act _____"

13 This description shall be followed by the following
14 language:

15 "Yes () No ()."

Donald Mims

From: Helen Hanby [hhanby@lrs.state.al.us]
Sent: Thursday, December 17, 2009 1:00 PM
To: Donald Mims
Subject: Montgomery Co bill
Attachments: 115138-3.doc

Attached is the bill draft regarding Montgomery Co. employees participating in the ERS.

Helen Hanby
Legislative Reference Service

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, 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

December 9, 2009

MEMORANDUM

TO: John Mitchell
Deputy Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: ACCMA Membership Dues

I would like to request approval from the County Commission for ACCMA membership dues for Donald Mims, John Mitchell and Scott Kramer for the period of October 1, 2009 – September 30, 2010. The cost of membership dues is \$50 for each regular member, and this amount was included in this year's budget.

This year I am an officer (Secretary / Treasurer) of this organization. In addition, I have been on the Planning Committee contributing to the educational programs and government issues to be discussed at the conference.

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
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TDD (334) 265-3568
www.mc-ala.org

December 8, 2009

MEMORANDUM

TO: John Mitchell
Deputy Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Public Risk Management Association (PRIMA) Membership Dues

I would like to request your approval for payment of PRIMA membership dues. The cost of membership dues for government members is \$350. I have enclosed the membership application for the period of January 1, 2010 – December 31, 2010.

This organization has contributed to the success of our Risk Management program in the past, as I have used many of their resources. This year I am completing an application to be on the Board of Directors of this organization. Should I become a Board Member, the cost of travel would be absorbed by the Association.

Tammy Nix

From: Pak, Dorothy D. [dpak@babbc.com]
Sent: Friday, October 02, 2009 4:17 PM
To: Donald Mims
Cc: 'Ellen McNair'
Subject: MOBIS Reimbursement Request
Attachments: Reimbursement Request State 8-2009.pdf; FULLY EXECUTED 2009 Project Agreement.pdf

Mr. Mims,

Thank you for returning my call. Attached is the reimbursement request that MOBIS sent to the State, as well as the City and County of Montgomery in August. It was directed to Mr. Dean's office, so you may not have received a copy. The Project Agreement between the County and MOBIS (and others), a copy of which is also attached, provides that the County will reimburse MOBIS up to \$67,520 for expenses connected with the project. MOBIS has submitted all of its expenses together in one submission, but they are more than sufficient to cover the commitment by each of the governmental entities.

Please let me know if you have any questions regarding the attached, or if you think I should be talking to someone else at the County. I very much appreciate your help.

Kind regards,
Dottie Pak

Dorothy Daigle Pak

Attorney

Phone 205.521.8279
Fax 205.488.6279
Mobile 205.218.5052
Email dpak@babbc.com
Web Site www.babbc.com

One Federal Place

1819 Fifth Avenue North
Birmingham, AL 35203-2119

 **BRADLEY ARANT
BOULT CUMMINGS**

Confidentiality Notice: This e-mail is from a law firm and may be protected by the attorney-client or work product privileges. If you have received this message in error, please notify the sender by replying to this e-mail and then delete it from your computer.

Donald Mims

From: Ellen McNair [Emcnair@montgomerychamber.com]
Sent: Friday, November 20, 2009 11:20 AM
To: Donald Mims
Subject: Mobis Payment
Attachments: Picture (Device Independent Bitmap); Picture (Device Independent Bitmap)

Donnie,

As we discussed on the phone, the City has paid their obligation to Mobis. I spoke with Young Boozer in the Finance Department. The only reason they have not paid is because the State does not have the money right now. They hope to pay Mobis first quarter 2010. Mobis has met their obligations for payment. Let me know if you have any questions.

Ellen G. McNair, CEcD

Senior Vice President, Corporate Development

Montgomery Area Chamber of Commerce

41 Commerce Street, P.O. Box 79

Montgomery, Alabama 36101

www.montgomerychamber.com

Office: 334-240-9430

Cell: 334-391-2457

Fax: 334-265-4745

For registration and details on upcoming Chamber Events, [click here!](#)

A Special Thank You: The Chamber's *Imagine a Greater Montgomery* Founders

Legacy: City of Montgomery · Montgomery County Commission · Hyundai Motor Manufacturing Alabama, LLC · Alfa Insurance Companies
Alabama Power Company · Industrial Development Board · Regions Bank · Aronov Realty Management, Inc. · The Colonial Company
Jim Wilson & Associates, LLC · SABIC Innovative Plastics · Summit America, LLC

Sustaining: Alabama Gas Corporation · AT&T Alabama · Baptist Health · Beasley, Allen, Crow, Methvin, Portis & Miles, PC
Blue Cross Blue Shield of Alabama · Compass Bank · Goodwyn, Mills & Cawood, Inc. · Jackson Hospital · Larry Puckett Chevrolet
Montgomery Advertiser · Rheem Water Heaters · Wachovia



MOBIS Alabama, LLC
1395 Mitchell Young Road
Montgomery, Alabama 36108
TEL: 334-387-4800 FAX: 334-387-4900

August 3, 2009

Debt Management Division
Alabama Department of Finance
100 North Union Street, Suite 224
Montgomery, AL 36130-2617

**Re: Mobis Alabama, LLC Expansion Project Agreement
Request for Payment**

Dear Sir/Madam,

Please find enclosed "Exhibit B" to the Project Agreement between The State of Alabama and Mobis Alabama, LLC, *Request for Payment #1* in the amount of \$844,000.

This is a request for the State portion of \$675,200, the County portion of \$67,520 and the City portion of \$101,280.

As required, copies of invoices paid (to cover the reimbursable amount) for cost incurred in the expansion project are enclosed. They are:

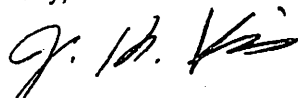
AMCO America Invoice No. 1 in the amount of	\$769,811.42
AMCO America Invoice No. 2 in the amount of	\$1,062,352.61
AMCO America Final Invoice in the amount of	\$2,761.66

Attached to the final invoice, please find a copy of a "Partial Release and Waiver" issued by AMCO America stating that payments made to date by Mobis Alabama to AMCO America total \$4,979,173 as proof of payments made and as proof of contractor's release of claims.

Also, enclosed is a copy of a letter from the City of Montgomery stating that the expansion has been inspected by all departments and complies with all codes and ordinances.

We respectfully request reimbursement of expenses incurred in the full amount at your earliest convenience. If you have any questions or need additional information please contact Stephanie Perez at 334-387-4840.

Sincerely,


Jay Kim, CFO

Enclosures

CC: Honorable Elton Dean, Montgomery County
Mayor Todd R. Strange, City of Montgomery
F. Berry Grant, Chairman, The Industrial Development Board of the City of Montgomery
Dorothy D. Pak, Bradley Arant Boult Cummings, LLP

9-4

2009 PROJECT AGREEMENT

by and among

THE STATE OF ALABAMA

MONTGOMERY COUNTY COMMISSION

CITY OF MONTGOMERY

**THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF MONTGOMERY**

and

MOBIS ALABAMA, LLC

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into by and among the **State of Alabama** (the "State"), **Montgomery County Commission** (the "County"), **City of Montgomery** (the "City", together with the State and the County, is the "Government Parties"), **The Industrial Development Board of the City of Montgomery** (the "IDB") and **MOBIS ALABAMA, LLC** (the "Company" or "Mobis"). The Company, the State, the County, the City and the IDB are each a "Party" to this Agreement and are collectively referred to as the "Parties".

RECITALS

WHEREAS, the Company intends to expand its plant at 1395 Mitchell Young Road in Montgomery, County, Alabama (the "Facility"), to increase its capacity to manufacture front- and rear-chassis modules, cockpits, and bumpers for automotive vehicles; and,

WHEREAS, the expansion of the Facility will be undertaken in two phases (described herein as Phase I and Phase II and both Phases are collectively referred to herein as the "Expansion Project") with an expected estimated investment by Company of not less than Forty-Eight Million Three Hundred Thousand Dollars (\$48,300,000.00),

WHEREAS, Phase I will consist of the expansion of the Company's redistribution warehouse and the E-coat painting shop and Phase II will include the expansion of the Company's injection molding capacity and paint shop in that area;

WHEREAS, Mobis represents to the Government Parties and IDB that there are currently 685 Full-Time Employees employed at the Facility (the "Base Employment Level");

WHEREAS, by the completion of the Expansion Project there will be an estimated 119 Full-Time Employees (as that term is defined herein) employed at the Expansion Project in addition to the 685 Full-Time Employees employed at the Facility prior to the Expansion Project for a total of 804 Full-Time Employees; and

WHEREAS, in reliance on the Company's representations of the total capital investment by the Company, employment and wage levels, and the performance schedule for the Project, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the Government Parties, the Government Parties have committed to make available to the Company certain incentives in the manner, on the terms and in the amounts described herein, subject to existing law, as presently interpreted and construed.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the parties enter into this Agreement on the following terms and conditions.

1. **Scope of Agreement.** This Agreement fully sets out the complete agreement of the Parties relative to the Expansion Project. This Agreement includes the facts, averments, and representations set out in the Recitals, as well as all exhibits, attachments, or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. **The Company's Commitments.** In consideration of the incentives described herein, the Company makes the following commitments to the Government Parties.

(a) The Company acknowledges that the Government Parties anticipate the prompt receipt of substantial economic benefit to the local and state economies in return for the investment of public money in the Project, and the Company agrees to diligently prosecute the Expansion Project and commence operation of the Phase I improvements not later than January 2, 2009, and commence operations of the Phase II enhancements not later than January 31, 2011.

(b) In furtherance of this Expansion Project Company will invest in the Facility from its resources not less than forty-eight million three hundred thousand dollars (\$48,300,000.00) (hereinafter the Company's "Capital Commitment").

(c) Not later than the Commencement of Operations of Phase II (the "Jobs Target Date"), at least 119 additional Full-Time Employees (as that term is defined herein) (the "Jobs Target Level") will be employed at the Expansion Project. In addition to meeting the Jobs Target Level relative to the Expansion

Project, the Company shall at all times prior to and on the Jobs Target Date maintain On Average the Base Employment Level at the Facility. In the event that the Company meets the Jobs Target Level prior to the Jobs Target Date, the Company shall notify the Government Parties and the Jobs Target Date will become the date on which the Jobs Target Level has been met.

(d) The Government Parties acknowledge and agree that the Company has complete and absolute discretion in the hiring of personnel for employment and in the selection of vendors and contractors for the provision of goods and services related to the Expansion Project. When available the Company will use reasonable efforts to use qualified and cost competitive Alabama vendors and contractors.

(e) Adequate funding to complete the expanding and equipping of the Facility and conduct the Company's business at the Facility is irrevocably committed to the Project by the Company's management.

3. The Government Parties' Commitments.

(a) In consideration of the Company locating the Facility at the Project Site and conducting the business operations there as described in the Recitals to this Agreement and the economic benefit to the State and local community to be realized from that operation, the State will pay to the Company up to Six Hundred Seventy-Five Thousand Two Hundred Dollars (\$675,200.00) for expenses incurred in expanding and equipping the Facility and the County and the City each agree to reimburse to the Company as incentive for capital expenditures to be incurred by the Company in an aggregate amount of One Hundred Sixty-Eight Thousand Eight Hundred Dollars (\$168,800), to be divided as follows: \$67,520 is payable by the County and \$101,280 payable by the City. Payments to the Company shall be in accordance with the provisions of Section 5 hereof.

(b) The State, through the Alabama Industrial Development Training Program, shall create and develop an employee training program for the Company at no cost to the Company, as more fully described in Exhibit "A" attached hereto.

(c) (i) Corporate Income Tax Liability; Capital Investment Credits. To the extent permitted by law, the State hereby agrees to assist the Company in minimizing its Alabama corporate income tax liability throughout the duration of this Agreement so that the Company receives the full benefit of the applicable income tax credits set forth in §§ 40-18-190 through 40-18-202, Code of Alabama (1975) as the same may from time to time be amended throughout the duration of this Agreement (the "Capital Investment Credits") with respect to this Project.

(ii) Tax Abatements. The IDB hereby agrees to take all steps required by the statute to abate, or to cause to be abated, under the Tax Incentive Abatement Act of 1992, the following taxes to the maximum extent allowable under Alabama law: (i) State of

Alabama and local noneducational real estate and personal property ad valorem taxes on the Expansion Project for the maximum period permitted by law and in connection therewith the City, County and IDB agree to refrain from taking any action that would reduce such period under applicable law; (ii) State of Alabama and local noneducational sales, use and all other similar taxes on tangible personal property and taxable services incorporated into the Expansion Project; and (iii) deed, mortgage, and all other similar recording taxes with respect to the Expansion Project whenever such taxes become due and payable. The abatements shall be pursuant to § 40-9B-1 et seq., Code of Alabama (1975) and Alabama Department of Revenue Regulations 810-6-4.22 and 810-4-3.01 through .06 (the "Abatement Law"). In no event is the IDB to be considered a Government Party.

(iii) Assistance with Tax Exemptions and Refunds. Until December 31, 2011, the Government Parties agree to cooperate with and use their best lawful efforts to assist the Company in its obtaining such tax-related credits, abatements, exemptions, other incentives or tax refunds to which the Company may be entitled under applicable State, County or City tax laws. None of the Government Parties shall have any obligation to monitor Company's situation or notify Company of the availability of any such credits, abatements, exemptions, incentives or refunds. No Government Party is hereby required to take action to grant or otherwise qualify Company therefor.

(iv) Change in Laws. In the event of a change in law after the date hereof, the result of which would be to lessen or remove either as to time or amount the economic benefit of any of the statutory tax-based and fiscal incentives expressly referenced above (the "Tax Incentives"), the Government Parties, shall use their best efforts to seek an exemption from the law as so changed or another incentive or exemption having equivalent economic effect to the statutory benefit so lessened or removed. In no event shall such efforts by the Government Parties require any of them to make a payment to the Company as a result of a change in law. The Government Parties represent and warrant that, to the extent permitted by law, the Tax Incentives are available to the Company and, to the best of the Government Parties knowledge, will remain available for the periods specified herein.

4. Recapture of Incentives. The Company acknowledges that the incentives offered by the Government Parties are based, in part, on the estimated economic impact that will be realized from the Company's capital investment and additional payroll, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company agrees to the following provisions for recapture by the Government Parties of cash incentives that it has paid to or for the benefit of the Company.

(a) Should the Company not Commence Operations of Phase II at the Facility by December 31, 2011, it shall repay to each of the Government Parties

all of the Government Parties' payments to the Company on behalf of the project made prior to that Date.

(b) Should the Company not satisfy the Jobs Commitment, in the amounts and on the schedules prescribed herein, the Company shall repay to the Government Parties all or a portion of the Government Parties' investment in the Expansion Project, as follows:

(i) Should the Company achieve the Jobs Target Level by the Jobs Target Date and maintain On Average the Base Employment Level through the Jobs Target Date, there will be no reduction in the cash incentives.

(ii) Should the Company fail to achieve either the Jobs Target Level by the Jobs Target Date or maintain On Average the Base Employment Level through the Jobs Target Date, or both, it will pay to the State or its designee \$5,674 and to the City and County \$1,365 for each new Full-Time Employee less than the Jobs Target Level as of the Jobs Target Date and for each Full Time Employee less (On Average) than the Base Employment Level through the Jobs Target Date as applicable. Within sixty (60) days of the Job Target Date, the Company shall furnish to the Debt Management Division of the Department of Finance a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an executive officer of the Company certifying that the Company did, or did not, achieved the Jobs Target Level as of the Jobs Target Date and maintain On Average the Base Employment Level through the Jobs Target Date. The State may require the Company to provide such other customary documentation which the State deems reasonably necessary to confirm the Company's certification. Any payment due to the State under the provisions of this section shall be paid no later than ninety (90) days following the Jobs Target Date. In no event shall the Deficiency Amount be more than \$844,000, and in no event shall the Company be liable for any interest on the Deficiency Amount.

5. **Disbursements of The Government Parties' Contribution To the Project.** All reimbursements by the Government Parties to the Company on account of the Project shall be made only in accordance with the following procedure:

(a) **Satisfaction Of Conditions Precedent.** Payment of the Government Parties' contribution to the cost of expanding and equipping the Facility shall be by reimbursement of the Company. It shall be the responsibility of the Company to provide to the Debt Management Division of the Alabama Department of Finance, at the address stated in the section of this Agreement governing the giving of notices, satisfactory evidence that all of the conditions precedent to such payment as established by the terms of this Agreement or by law have been

satisfied.

(b) Request For Reimbursement By The Company. To request reimbursement for costs incurred for expanding or equipping of the Facility, the Company shall submit to the Debt Management Division of the Alabama Department of Finance a "Request for Payment" using the form which is Exhibit B to this Agreement. This Request shall be accompanied by supporting documentation which demonstrates to the satisfaction of the State that the expenditures for which reimbursement is sought were incurred only for the expanding or equipping of the Facility and satisfies the additional requirements of subsections (a) and (c) of this Section 5.

(c) Additional Requirements. In addition to the requirements of subsections (a) and (b) of this item, the Company must provide to the Debt Management Division of the Alabama Department of Finance the following documents or information:

(i) if the request is for reimbursement of costs for expanding or equipping of the Facility, there must be provided a certificate of the Facility Architect, Engineer, authorized officer of the Company or other person or persons reasonably acceptable to the State, certifying that the work, materials, or labor for which Company is requesting reimbursement have been incorporated into, or installed at, the Facility; that they conform to the plans and specifications for the Facility or are items which the Company has previously identified to the State as being necessary to the expanding and equipping of the Facility; or are another reimbursable expense;

(ii) If required by the State, a release by any third party, including a contractor or supplier, of claims against the State, and any entity specified by the State to be the subject of the release;

(iii) such other documentation as is deemed necessary by the State to establish that the reimbursement will be for costs incurred for the Permitted use and will conform to the requirements of this Agreement.

(d) Termination of the Government Parties' Obligation. The Government Parties' obligation to reimburse the Company shall terminate as of the 31st day of December, 2011. Any request for reimbursement not received by that date will not be paid.

6. Representations and Warranties. As of the Effective Date of this Agreement, each Party makes and gives to the other the following representations and warranties:

(a) They are not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment; and

(b) They have the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement, and to the extent that any authorization, approval, or consent of any other government authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. In furtherance of the foregoing, the respective Parties have adopted or entered into the original and duly authorized resolutions and/or agreements attached as Exhibits to this Agreement.

7. **Costs and Expenses.** Except as set forth below in this paragraph 7, each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise. In connection with this Agreement, Mobis agrees to pay to the IDB an administrative fee in the amount of \$20,860.06 and the attorney's fees of the IDB in an amount not to exceed \$2,000 upon the IDB's execution of this Agreement.

8. **Assignment.** This Agreement is not assignable, except that the Company shall have the right at any time to assign all its rights and obligations in and to the Expansion Project and to transfer this Agreement or any part thereof to any affiliate of the Company or any company operating on the premises of the Facility that agrees to assume assigned obligations of the Company in and to the Project, and is reasonably acceptable to the Government Parties.

9. **Further Assurances.** The Parties agree to do all things and take all actions required, consistent with this Agreement, to assist and enable the Company to with its Expansion Project, including without limitation, the obtaining, negotiation, execution, and delivery of all necessary or desirable agreements, filings, consents, authorizations, approvals, licenses, or deeds.

10. **Section Titles and Headings.** The section titles and headings are for

convenience only and do not define, modify, or limit any of the terms and provisions hereof.

11. **Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

12. **Binding Effect.** This Agreement and all terms, provisions, and obligations set forth herein and therein shall be binding upon and shall inure to the benefit of the Company and its successors and assigns and shall be binding upon and shall inure to the benefit of each of the Government Parties and their respective successors and assigns. In addition, each Party agrees (a) to take all actions, without exception, which are necessary and appropriate at any time to assure the binding effect, legality, and enforceability of their respective obligations hereunder, and (b) not to take any action which would affect adversely in any way whatsoever the binding effect, legality, and enforceability of their respective obligations hereunder.

13. **Waivers.** Waiver of any of the obligations of any Party under this Agreement will be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

14. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

15. **Notices.** All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to

9-13

MONTGOMERY COUNTY COMMISSION

By: Elton Dean
Honorable Elton Dean
Chairman

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Honorable Elton Dean as Chairman of the Montgomery County Commission, whose name is signed to the foregoing 2009 Project Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said Montgomery County Commission on this date.

Subscribed and sworn to before me on this the 12th day of
May, 2009.

Sammy L. Nix
My Commission Expires: 3/3/2012

9-14

[illegible]

11-2

Purchasing Department

Montgomery County Commission

[illegible]

Notes:

12-2

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: Angela A. Trimble, Admin. Assistant

1. 10/21/09 dept request
 2. _____ admin review
 3. _____ personnel dept
 4. _____ cert to admin
 5. _____ dept selection
 6. _____ final review

1. POSITION TITLE Clerk III (0003)POSITION NUMBER 111-53600-007, New PositionPROPOSED EFFECTIVE DATE November 16, 2009

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

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

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE (A04) (\$27,401 - \$39,005) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions

George C. Speake
 Department Head

DATE October 21, 2009

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

DATE _____

Personnel Director

4. SELECTEE: _____

Date _____

Appointing Authority

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 21 2009

Request # 5

Date: December 9, 2009
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Washington, DC
Departure Date: March 7, 2010 Return Date: March 10, 2010
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: to attend the 2010 NACo Legislative Conference

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

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

Total (est.) Cost: \$2,265.00 Advance Registration Required: \$490.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration - 490.00; Meals - 300.00; Airfare - 650.00; Hotel - 650.00
Taxi/Shuttle - 150.00; Airport Parking - 25.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 12/21/09 reimbursement of actual and necessary expenses in the
approximate amount of \$2,265.00 and advance registration of \$490.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$1,544.20</u>
Budget Available:	<u>\$23,455.80</u>
Current Requests:	<u>\$2,285.00</u>
Budget Balance:	<u>\$21,170.80</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/9/2009

cc: Finance Director / Buyer

15-1

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

DEC 21 2009

Date: December 9, 2009
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Washington, DC
Departure Date: March 7, 2010 Return Date: March 10, 2010
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: to attend the 2010 NACo Legislative Conference

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

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

Total (est.) Cost: \$2,265.00 Advance Registration Required: \$490.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration - 490.00; Meals - 300.00; Airfare - 650.00; Hotel - 650.00
Taxi/Shuttle - 150.00; Airport Parking - 25.00

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

The above request is app. 12/21/09 reimbursement of actual and necessary expenses in the
approximate amount of \$2,265.00 and advance registration of \$490.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51100-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$1,544.20</u>
Budget Available:	<u>\$23,455.80</u>
Current Requests:	<u>\$4,550.00</u>
Budget Balance:	<u>\$18,905.80</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/9/2009

cc: Finance Director / Buyer

15-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

DEC 21 2009

Date: December 15, 2009
To: Donald L. Mims, Administrator
From: Judge Reese McKinney, Jr.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: January 17, 2010 Return Date: January 20, 2010
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend Alabama Probate Judges Association 2010 Winter Conference

Traveler (s) Name: 1. Judge Reese McKinney, Jr. 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Probate Fund Name: 001-51300-265

Additional Comments: _____

To: Judge Reese McKinney, Jr.

From: Donald L. Mims, Administrator

The above request is app. 12/21/09 reimbursement of actual and necessary expenses in the
approximate amount of \$325.00 and advance registration of \$325.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51300-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$4,000.00</u>
Approved Requests:	<u>\$609.12</u>
Budget Available:	<u>\$3,390.88</u>
Current Requests:	<u>\$325.00</u>
Budget Balance:	<u>\$3,065.88</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/15/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

DEC 21 2009

Date: December 15, 2009

To: Donald L. Mims, Administrator

From: Judge Reese McKinney, Jr.

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL

Departure Date: January 13, 2010

Return Date: January 14, 2010

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: to attend Licensing Conference - Marriott Legends @ Capitol Hill

Traveler (s) Name: 1. Kim Brown 4. Virginia Davis
2. Brenda Robinson 5. Stacy Manning
3. Rayrita Patterson 6. Cathy Mobley

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

Total (est.) Cost: \$375.00 Advance Registration Required: \$375.00

Department Name: Probate Fund Name: 001-51300-265

Additional Comments: _____

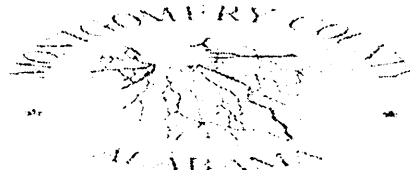
To: Judge Reese McKinney, Jr.

From: Donald L. Mims, Administrator

The above request is app. 12/21/09 reimbursement of actual and necessary expenses in the
approximate amount of \$375.00 and advance registration of \$375.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51300-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$4,000.00</u>
Approved Requests:	<u>\$609.12</u>
Budget Available:	<u>\$3,390.88</u>
Current Requests:	<u>\$700.00</u>
Budget Balance:	<u>\$2,690.88</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/17/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

DEC 21 2009

Date: December 7, 2009

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, AL

Departure Date: January 20, 2010 Return Date: January 22, 2010

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: To Attend: ADAA 2010 Winter Conference

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

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

Total (est.) Cost: \$1,146.00 Advance Registration Required: \$375.00

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

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

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 12/21/09 reimbursement of actual and necessary expenses in the
approximate amount of \$1,146.00 and advance registration of \$375.00 is authorized.

To be completed by the Finance Department

Fund Code: 760-51260-265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$44,380.00

Approved Requests: \$1,703.00

Budget Available: \$42,677.00

Current Requests: \$1,146.00

Budget Balance: \$41,531.00

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/7/2009

cc: Finance Director / Buyer

MCC K-9 Kennel**Transmittal - Workflow : 6**

Subject: Change Order for tree removal
Author: Thomas L. (Tommy) Lawrence **Held By:** John Mitchell
Date Created: 12.09.2009 05:31pm **Date Due:** 12.11.2009 05:00pm

To: Montgomery County Commission
Address: Hand Deliver
Requested By: Arch and Owner

Document Due: 12.11.2009
We are sending: Proposal
Description: Proposal to remove one tree as requested by Lt. Beaudry.
Submitted for: Approval
Sent Via: Attached
Copies: 1
Status: Pending

Remarks: I have reviewed the attached proposal and recommend that it be approved. The cost for the tree removal is consistent with prices I have received for the same work on two projects in the past two months.

Attachment: Ingram Tree Proposal and Recommendation.pdf

Form Created
12.09.2009 05:31pm

To: John Mitchell
CC: Members

2009 DEC 10 PM 4:28
MONTGOMERY COUNTY
COMMISSION

Wm. Barry Robinson, Architect

521 Herron Street
Montgomery, AL 36104
(334) 269-5590
(334) 269-0556 Fax

AIA # 30146597
NCARB # 50419

Licensed In:
Alabama # 4672
Florida # 16588
Georgia # 9606
Mississippi # 3247



December 9, 2009

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

RE: Change Order #1
Montgomery County K-9 Facility
Snowdown, Alabama

Mr. Mims,

Due to the close proximity of a large tree to the rear corner of the K-9 Facility, the Sheriff's Department has requested it be removed. Please find attached Ingram Construction's proposal for removal of the tree and stump, and to repair the surrounding ground.

This charge is just and reasonable, and I recommend the tree be removed to avoid possible future damage to the building.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Wm. Barry Robinson, AIA

INGRAM

1775 Taliaferro Trail • Montgomery, Alabama 36117
Phone (334)244-1440 • Fax (334)244-1441

November 11, 2009

Mr. Barry Robinson
Wm. Barry Robinson, Architect
521 Herron Street
Montgomery, Alabama 36104

Re: Change Order Request #1
Tree Removal RFP

Dear Mr. Robinson,

Per the RFP for Change Order #1, we will remove the tree and stump, haul it across 331, and repair the surrounding ground for \$750.

Please let us know if this is approved.

Please call me if you have any questions.

Sincerely,


L.E. Ingram, Jr.

BRobinson-091111~CO Request #1

Commercial & Industrial Construction • Design / Build Projects

17-4



1775 Taliaferro Trail • Montgomery, Alabama 36117
Phone (334)244-1440 • Fax (334)244-1441

November 11, 2009

Mr. Barry Robinson
Wm. Barry Robinson, Architect
521 Herron Street
Montgomery, Alabama 36104

Re: Change Order Request #1
Tree Removal RFP

Dear Mr. Robinson,

Per the RFP for Change Order #1, we will remove the tree and stump, haul it across 331, and repair the surrounding ground for \$750.

Please let us know if this is approved.

Please call me if you have any questions.

Sincerely,



L.E. Ingram, Jr.

BRobinson-091111-CO Request #1

Commercial & Industrial Construction • Design / Build Projects

17-5

MCC K-9 Kennel**Request for Proposal/ Change Order Proposal : 1**

Subject: Tree Removal RFP
Author: Barry Robinson
Date Created: 11.10.2009 08:20am
Held By: Thomas L. (Tommy) Lawrence
Date Due: 11.17.2009 08:00am

Change Requested: The Owner has requested to have the large tree that is at the rear corner of the building removed. Please submit a proposal to remove tree and stump, and to restore the ground to match surrounding area.

Change Requested By: The Owner
Credit: 0.00
Delay Claimed: 0
Status: Pending
Cost Impact: 0.00

Form Created 11.10.2009 08:20am
To: Lee Ingram
CC: Thomas L. (Tommy) Lawrence, John Mitchell, Barry Robinson

Forward 11.10.2009 05:05pm
To: Barry Robinson | **From:** Lee Ingram
CC: Thomas L. (Tommy) Lawrence

Lee Boyd will remove the tree and stump, hual it accross 331, and repair the surrounding ground for \$750.

Let me know if this is approved and we'll get him started.

Forward 11.11.2009 11:25am
To: Thomas L. (Tommy) Lawrence | **From:** Barry Robinson
CC: Lee Ingram, John Mitchell, Barry Robinson

Tommy,

Please approve the proposal from Ingram Construction to remove the tree as requested by the Owner.

Forward 11.11.2009 01:25pm
To: Lee Ingram | **From:** Thomas L. (Tommy) Lawrence
CC: Members

Lee please provide the proposal on your letterhead and attach it to the form. I can then process it.

Comment 11.11.2009 03:06pm
By: Lee Ingram
CC: Thomas L. (Tommy) Lawrence, Barry Robinson

Proposal on Ingram Construction letterhead attached.

Attached Files: BRobinson~091111~CO Request #1.pdf

Forward

11.11.2009 03:13pm

To: Barry Robinson | **From:** Lee Ingram
CC:

See attached file.

Forward

11.11.2009 04:52pm

To: Thomas L. (Tommy) Lawrence | **From:** Barry Robinson
CC: Lee Ingram, John Mitchell, Barry Robinson

17-7

**MONTGOMERY COUNTY COMMISSION
PURCHASING OFFICE
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102
A M E N D M E N T
TO
CONTRACT BETWEEN
MONTGOMERY COUNTY COMMISSION
AND
PHYLLIS CARNES**

NO. 1

DATE: December 21, 2009

Amendment No. 1 to the Contract between Montgomery County Commission and Phyllis Carnes for the Cleaning of two (2) restrooms at the Snowdown Park located in Snowdown, Al. Contract is hereby changed as follows:

-So much of the attached list of responsibilities for the vendor that reads, "Vendor will provide all paper products at no cost to the County," is hereby deleted.

-Phyllis Carnes will furnish the cleaning supplies needed to clean the restrooms but Montgomery County Commission will furnish hand towels, toilet tissue and hand soap.

-Contract period is hereby changed as follows: Contract will begin on December 22, 2009 and will end on December 21, 2010, with the option to renew for two (2) years, in one (1) years periods. Prices shall remain firm for the first year of the contract.

At the end of each one (1) year period, a price increase may be allowed, but shall be no more than five-percent (5%) per year.

All other provisions of the contract shall remain the same.

WITNESS: PHYLLIS CARNES

BY: _____

TITLE: _____

**WITNESS: MONTGOMERY COUNTY
COMMISSION**

TITLE: _____

**STATE OF ALABAMA
MONTGOMERY COUNTY**

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 7th day of December, 2009 between Phyllis Carnes of Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Phyllis Carnes agrees to furnish all necessary labor, supplies and materials to clean two (2) restrooms at the Snowdoun Park located in Snowdoun, Al.

WHEREAS, In Consideration thereof, Phyllis Carnes and Montgomery County Commission agree as follows:

- 1. That Phyllis Carnes will clean the two (2) restrooms at Snowdoun Park twice a week for a price of \$50.00 per week in accordance with the attached list. That in the event there is an emergency clean-up other than the scheduled clean-up there will be a \$25.00 charge.**
- 2. That the Contract will begin on December 8, 2009 and will end on December 31, 2010 with the option to renew for two (2) years, in one (1) year periods. Prices shall remain firm for the first year of the contract.**

PRICE ESCALATION: At the end of each one (1) year period, a price increase may be allowed, but shall be no more than five-percent (5%) per year.

- 3. That Montgomery County Commission and Phyllis Carnes shall have the right to terminate this agreement with a thirty (30) day written notice by either party.**
- 4. Phyllis Carnes shall hold Montgomery County Commission harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work of any obligation of Phyllis Carnes or failure of Phyllis Carnes to perform any work or obligation provided for in this agreement.**
- 5. 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 Phyllis Carnes.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 7th day of December, 2009.

WITNESS:

PHYLLIS CARNES

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY
COMMISSION

22 Mrs

BY: Edton N. Hearn, Sr

TITLE: Chairman

**CONTRACT BETWEEN MONTGOMERY COUNTY COMMISSION
AND PHYLLIS CARNES**

**VENDOR WILL PROVIDE ALL PAPER PRODUCTS AT NO COST TO THE
COUNTY**

**CLEANING OF TWO (2) RESTROOMS AT SNOWDOWN PARK WHICH
SHALL INCLUDE THE FOLLOWING:**

- ENSURING ALL SPIDER WEBS ARE REMOVED**
- ALL TOILETS AND URINALS ARE CLEAN AND SANITIZED**
- ALL LAVATORIES ARE CLEANED AND SANTIZED**
- ALL PAPER PRODUCTS ARE REFILLED**
- ALL HAND WASH IS REPLENISHED**
- ALL FLOORS ARE WASHED**
- ALL TRASH RECEPTACLES ARE EMPTIED**
- ALL TRASH BAGS ARE REPLACED**
- ALL DOORS ARE WIPED DOWN FRONT AND BACK**
- THE FRONT PORCH AREA WILL BE SWEEPED EACH VISIT**
- ALL TOILET PARTITIONS ARE WIPED WITH A SANTIZER EACH VISIT**
- ALL MIRRORS WILL BE CLEANED**

SUPPLIES FOR RESTROOMS
AT SNOWDOWN PARK

Toiler Tissue - 6 RLS X 52 = 312 - 4 cs. Per year x \$31.34 cs. (96 rls per cs)

\$128.00

Hand Towels - 16 pkg per cs (250 per pkg) \$15.76 cs.
2 pkg per month x 12 = 24 - \$31.52

\$ 31.52

Hand Soap - 4 gallon in case - \$24.00 per case

2 soap dispensers - 2 gal. per month = 24 gal./year

6 cases hand soap x \$24.00 =

\$144.00

APPROXIMATELY \$303.52

DEC 21 2009

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 9

DEPARTMENT: County Comm Appropriations REVIEWED: S. Thomas 12/29/2009
DATE: 12/29/2009 Finance Director Date
REQUESTED BY: Donald L. Mims, Administrator APPROVED: *D L Mims* 12/21/09
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Annex III Building Improvements	206-51103-524	0	35,000	35,000
Fund Balance	206-35900-000		-35,000	-35,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	0

JUSTIFICATION:

Budget the cost of modifications to the Humidity Control System in the Archives storage areas of Annex III.



December 16, 2009

HAND DELIVER / EMAIL

Mr. Donald L. Mims, County Administrator
MONTGOMERY COUNTY COMMISSION
100 South Lawrence Street
P O Box 1667
Montgomery, AL 36102-1667

REFERENCE: **PROPOSAL FOR PROFESSIONAL JUSTICE
PLANNING SERVICES**

PROJECT: **STUDIES FOR INMATE HOUSING COSTS
MONTGOMERY COUNTY, ALABAMA**

Dear Mr. Mims:

Attached herewith is a Proposal from the Criminal Justice Institute to develop a per diem cost for Montgomery County to house City of Montgomery inmates in the County Jail.

As Architects for the new addition, we are intimately familiar with the methodologies used to arrive at the bed count and the program for the new bed space. We worked closely with Joe Fenton to develop the information needed to facilitate the addition and look forward to working with him on this proposed effort.

His fee, as shown in the proposal, is \$4,000.00. Our firm will not charge a fee to administer his work effort, looking forward to assisting him in any manner needed.

Please let me know if you have any questions.

Sincerely,

GOODWYN, MILLS & CAWOOD, INC.

William E. Wallace, AIA
Principal

WEW:ppb:121609.ltr.mcj

Attachment

Steve Cawood, PE
Dana B. Reed, PE, PLS
William E. Wallace, AIA
Galen Thackston, PE
Jeffrey A. Brewer, AIA
John W. Bell, Jr., VP Marketing
George T. Goodwyn, PE, PLS
Brent Strickland, PE
Euel Screws, PE
Barns Whittaker, PE
Ronald Windham, PE
Jeffrey A. Harrison, PE
Andy Perry, PE
Jeff Fennell, PE
Cedric Campbell, PE
Josh Pierce, PE
Jeremy Sasser, PE
Victor Apodaca, PE, PLS
Greg Ryland, PE
John Averett, PE
Alecia Brightwell, PE
Tim Johnson, PE
Max Vaughn, PE
Kerry Henry, PE
Jeff Bridges, PE

Lee Walters, PWS
James Robinson, PG
Jof Mehaffey, PWS
Jacob Pierce, GISP
Hal Earnest, REM

Tracy A. Bassett, AIA
Freddie E. Lynn, Jr., AIA
Michael Hamrick, AIA
James C. Bagley, AIA, CCS, CSI
Jonathan A. Larson, AIA
Daniel E. Woods, AIA
Carla Young, AIA
Vicki Loyd, AIA
Mark D. Tiller, AIA
Jennifer Bricken, ASID

Cathryn C. Gerachis, ASLA
John Bricken, ASLA

Roy Jones, PLS
Edward James Niel, PLS
Rick Clay, PLS
Kris Flaherty, PLS

Judy Jones, SR/WA



Montgomery County, Alabama

Proposal

The following is a scope of work and price proposal to develop a per diem cost for Montgomery County to house City of Montgomery inmates in the county jail.

Description of Work

Montgomery County, Alabama has requested a proposal from Criminal Justice Institute, Inc. to assist Montgomery County to determine what the County would charge the City of Montgomery or other jurisdiction for inmates housed in the county jail facility.

Scope of Work

Criminal Justice Institute, Inc. will meet by teleconference with County Manager, Sheriff, Sheriff staff and County Finance staff to collect budget data and Average Daily Population data for the past three years, to be used to develop a budget spreadsheet. Budget data to be collected include, but are not limited to, staff salaries and benefits; building finance costs; uniforms; food service; inmate clothing; laundry; medical costs; utility costs including water, gas, electric, CATV, telephone; trash disposal; and other operational costs identified by the County.

The data collected will be entered in a spreadsheet that will be used to calculate the annual cost of jail operations.

The average daily jail population (ADP) for the twelve-month budget period will be used to determine the per diem cost of jail operations. Cost per inmate per day will be calculated using the highest monthly ADP (lowest cost per inmate per day), the lowest monthly ADP (highest cost per inmate per day) and the annual average ADP (median annual cost per inmate per day).

A final report will be prepared to include spreadsheets of costs, including explanations of each cost item, and average daily population information.

No travel is included in the cost of services. Communication will be by phone, email and overland mail services.

Schedule

Criminal Justice Institute, Inc. will complete the work described in this proposal within six weeks from the acceptance of this proposal.

Price Proposal

Criminal Justice Institute, Inc. proposes to complete the Scope of Work for a fee of Four Thousand Dollars (\$4,000.00).

Cost of work will be billed to the County monthly according to the percentage of work completed.

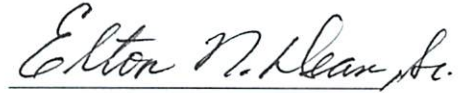
If, during the course of the work, travel to Montgomery is required, additional fee and the cost of mileage and meals will be required as additional cost of work.

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, January 11, 2010, at 8:00 in the morning.



Administrator



Chairman