MINUTES OF ORGANIZATIONAL MEETING

MONTGOMERY COUNTY COMMISSION

NOVEMBER 12, 2008

INFORMATION SESSION

Chairman Strange called the Meeting to order at 1:30 p.m. The meeting was held at the Montgomery County Administration Building, Courthouse Annex I.

The meeting was opened with prayer led by Commissioner Williams.

COMMENTS FROM STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims reviewed items on the agenda.

Administrator Mims presented two different resolutions establishing the Regular Meeting Days of the County Commission, which appear on the agenda. After discussion, the Commission agreed to schedule regular meeting days of the County Commission on the second and fourth Monday of each month, until further notice.

Administrator Mims noted that approval of liquor licenses for Waugh Grocery appear on the agenda. Deputy Administrator Mitchell informed the Commission that Waugh Grocery owes back sales taxes and the taxes were not paid by the agreed due date which was 12:00 noon, today. Chairman Strange suggested that the Commission table this item until the back taxes are paid and the Commission agreed.

PRESENTATION BY CHIEF DEPUTY DERRICK CUNNINGHAM

Chief Deputy Derrick Cunningham presented four grant agreements for the U.S. Department of Homeland Security FY 2008 State Homeland Security Grant Program. The Commission agreed to waive rules and add this item to the agenda.

DISCUSSION ITEMS BY COMMISSIONERS

Commissioner Ingram requested that a $1,000 miscellaneous appropriation be added from his account to ECHO for tutorial programs for low to moderate income families which provides computer training. The Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY MONTGOMERY CITY/COUNTY EMERGENCY MANAGEMENT AGENCY DIRECTOR STEVE JONES

City/County EMA Director Steve Jones introduced Mike Stoudenmier, the new Emergency Management Agency Deputy Director. Mr. Jones informed the Commission that the County has received reimbursement from the State of Alabama for the new weather sirens.

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry distributed information to the Commission concerning the following upcoming events: an invitation from McIntyre Middle School PTSA President, Andrea R. Price, regarding a festival that will be held on November 15 at McIntyre Middle School; an invitation from Alabama Steel Supply, Inc., regarding a barbeque lunch that will be held November 18; an invitation to the Montgomery Area Chamber of Commerce Breakfast & Briefing on November 19; and an invitation from the Alabama Dance Theatre regarding a New Program Showing on December 15.

DISCUSSION BY COMMISSIONERS

Chairman Strange informed the Commission that Vice Chairman Dean, Administrator Mims, Deputy Administrator Mitchell and he will meet in early December with Ron Drinkard and Cassandra Crosby of Crosby Drinkard, Inc., to discuss the Legislative Agenda for 2009.

RECESS TO FORMAL SESSION

Chairman Strange recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Strange welcomed everyone to the Formal Session.

The meeting was opened with Prayer led by Commissioner Williams.

The Pledge of Allegiance was led by Commissioner Ingram.

Present at the meeting were the following Commissioners: Mr. Strange, Mr. Dean, Mr. Ingram, Mr. Polizos, and Mr. Williams. Also, present were County Attorneys Thomas T. Gallion, III, and Tyrone C. Means, County Engineer Speake and Administrator Mims.

PRESENTATION

Probate Judge Reese McKinney, Jr., presented a Summary Report with a run date of November 7, 2008, for the November 4th, 2008 General Election results, and distributed a copy to each of the Commissioners and County Administrator. The report showed that Commissioners Strange, Dean, Ingram, Polizos, and Williams were re-elected. (Copy of Summary Report is attached to these Minutes.)

SWEARING IN CEREMONY

Presiding Circuit Court Judge Charles Price officiated the swearing in ceremony and swore in the Commissioners collectively.

After the swearing in ceremony, Commissioner Strange recognized Dr. Jay Wolf, Pastor of the First Baptist Church of Montgomery, who gave the invocation.

COUNTY COMMISSION – ELECTION OF CHAIRMAN AND VICE CHAIRMAN

Commissioner Strange asked for a motion regarding the election of Chairman and Vice Chairman.

Mr. Williams made a motion to elect Commissioner Strange as Chairman and Commissioner Dean as Vice Chairman of the Montgomery County Commission. The motion was seconded by Mr. Ingram and unanimously approved by the Commission.

Chairman Strange recognized Janet Busky and Jimmy Pool who were elected in the November 4, 2008 General Election.

Mr. Williams made a motion to approve the Minutes of the Regular Meeting of October 28, 2008. The motion was seconded by Vice Chairman Dean and unanimously approved by the Commission.

RESOLUTIONS

COUNTY COMMISSION – ADOPTED RESOLUTION PROCLAIMING NOVEMBER 9TH THROUGH NOVEMBER 15TH, 2008, AS "MILITARY APPRECIATION WEEK"

Chairman Strange presented the following Resolution to General Allen G. Peck proclaiming November 9th through November 15th, 2008, as "Military Appreciation Week":

RESOLUTION

Whereas, Montgomery County recognizes the contributions of the Armed Forces of the United States of America, in particular, members of our military community who offer selfless sacrifice and service at home and abroad to protect our freedom; and

Whereas, Montgomery County takes pride in the invaluable contributions of the families of our servicemen and servicewomen and recognizes their great sacrifices as they support their loved ones' courageous efforts to preserve liberty, justice and equality; and

Whereas, Montgomery County honors those Americans who have fallen in the line of duty in defense of our nation's freedom and the men and women who have served in uniform throughout our great nation's history; and

Whereas, the military community contributes significantly to the economic well-being and quality of life in our county; and

Whereas, the Montgomery Area Chamber of Commerce Wright Flyers are launching this awareness initiative to better inform Montgomery County citizens about the importance of our military neighbors,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby proclaim November, 9-15, 2008, as

MILITARY APPRECIATION WEEK

And, further proclaim the official slogan of the week to be

"FREEDOM IS NOT FREE…THANK YOU U.S. MILITARY"

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 12th day of November, 2008.

End of Resolution

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

Chairman Strange expressed his appreciation for the military.

Commander of Air University, General Allen G. Peck, Commander of the 187th Fighter Wing, Colonel Jeffrey S. Smiley, Commander of the 908th Airlift Wing, Colonel Brett J. Clark and Commander of the 42nd Medical Group, Colonel Diana Atwell thanked the Commission for the Resolution and for their support of military personnel.

COUNTY COMMISSION – ADOPTED RESOLUTION REGARDING THE 110TH ANNIVERSARY OF PEOPLE'S BAPTIST CHURCH

Chairman Strange requested adoption of the following Resolution:

RESOLUTION

WHEREAS, since its inception, the members of People's Baptist Church have been dedicated to serving God and their fellow man, and have been blessed with a loving, close knit congregation, which has contributed immeasurably to the lives and faith of its many members over the past one hundred ten years and which will continue to nourish their souls as the church embarks on its second century of service and fellowship in Christ; and

WHEREAS, People's Baptist Church was organized in Montgomery, Alabama, in 1898, on Adams Street under the leadership of Reverend Pradd; and

WHEREAS, over the past century, the congregation has increased in number under the leadership of four pastors, Reverend Shed Johnson, Reverend John Rose, Jr., Reverend Eddie McKinney, and Reverend Paul L. Boswell; and

WHEREAS, the congregation of People's Baptist Church will be led by its new pastor, Victor Lewis, Senior, chosen by the hand and heart of God; and

WHEREAS, the People's Baptist Church will continue its ministerial works at its new location on Dorchester Drive; and

WHEREAS, the congregation of People's Baptist Church has made a lasting impact in the lives of Montgomery County citizens;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby recognize Peoples Baptist Church on the occasion of their 110th anniversary and extends our congratulations on this special day.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 12th day of November, 2008.

End of Resolution

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

Commissioner Williams will present this Resolution to Peoples Baptist Church on November 24, 2008.

COUNTY COMMISSION – ADOPTED RESOLUTION PROCLAIMING NOVEMBER, 2008, AS "HEALTHY LIFESTYLE AWARENESS MONTH IN MONTGOMERY COUNTY"

Chairman Strange requested adoption of the following Resolution:

RESOLUTION

Whereas, The month of November, 2008, marks the first annual Healthy Lifestyle Awareness Campaign; and

Whereas, The PTA Healthy Lifestyle Awareness campaign has been designed by the National PTA Association to increase the community's awareness of developing healthy habits to reduce high-risk behaviors that contribute to poor health; and

Whereas, A healthy child is a teachable child, and sickness, hunger, vision impairment, physical and sexual abuse, tobacco, alcohol, and other drug use, social and emotional problems, unhealthy dietary habits, and alack of physical activity may inhibit student's ability to learn; and

Whereas, The school is often best positioned to serve as the community's center for meeting the needs of the whole child, even though the well-being of children is primarily the responsibility of the home; and

Whereas, The Healthy Lifestyle Awareness campaign offers the opportunity for the community to be educated about the role they can play in ensuring we have healthy children and families; and,

Whereas, Community partnership provide a setting in which school personnel, parents and community members can examine how well students learn, practice life skills, and make healthy decisions; and

Whereas, The Healthy Lifestyle Awareness campaign will promote the following: a healthy, safe school environment, comprehensive school health education, health services, school meals and nutrition, physical education, counseling, psychological and mental health services, staff health promotion, and family and community involvement in schools;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby proclaim November, 2008, as “Healthy Lifestyle Awareness Month in Montgomery County.”

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 12th day of November, 2008.

End of Resolution

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

Chairman Strange recognized Montgomery City Councilmen David Burkette and Glen O. Pruitt, Jr., and welcomed them to the meeting.

CONSENT AGENDA

Chairman Strange presented the Accounts Payable and Payroll Checks Authorization for Approval.

Mr. Ingram made a motion to approve the Accounts Payable and Payroll Checks, as presented by Chairman Strange. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 3, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION ESTABLISHING THE REGULAR MEETING DAYS OF THE COUNTY COMMISSION, AS REQUIRED BY ACT NO. 2004-384

The Administrator presented the following Resolution for adoption:

RESOLUTION

Whereas, in the 2004 Regular Legislative Session, the Alabama Legislature passed a bill, assigned Act No. 2004-384, which amends Section 11-3-8 of the Code of Alabama 1975, and repeals Sections 11-3-8.1 and 11-3-9 relating to County Commission meeting days; and,

Whereas, Act No. 2004-384 authorizes the Commission, at its first County Commission Meeting following each election of County Commissioners, to establish the day or days of each month on which regular meetings of the County Commission shall be held; and,

Whereas, the County Commission may reschedule a regular meeting that falls on a legal holiday, and may alter the regular meeting days as necessary; and,

Whereas, the regular meeting days, time and place of the County Commission will be posted in a public and conspicuous location in the courthouse and in other public buildings which the Commission determines appropriate; and,

Whereas, the County Commission shall notify all local news media who have on file with the County Commission, a written request for notification of the schedule of regular meetings of the County Commission; and

Whereas, the County Commission may schedule a special meeting when determined necessary, in writing, by a majority of the members of the Commission, or in the case of an emergency, upon call of the chair, and may only consider items listed on the agenda and included in all public notices; and,

Whereas, the County Commission must at least five days prior to a special meeting, emergency meeting, or in the case of rescheduling a regular meeting day which falls on a legal public holiday, provide notice of the meeting time and place by posting such in a public and conspicuous location in the courthouse and other public buildings determined appropriate by the County Commission; and, notify all local news media requesting in writing, notice thereof.

NOW, THEREFORE BE IT RESOLVED, that the Montgomery County Commission hereby adopts this Resolution, effective November 12, 2008, in order to implement Act No. 2004-384, by scheduling regular meeting days of the County Commission to be held on the second and fourth Mondays of each month, and in the case of a legal public holiday occurring on either the second or fourth Monday of the month, the County Commission will meet on the following Tuesday.

Adopted this 12th day of November 2008.

MONTGOMERY COUNTY COMMISSION

BY: ________________________________
Chairman

ATTEST: _________________________
County Administrator

End of Resolution

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

COUNTY COMMISSION – ADOPTED RESOLUTION REGARDING THE COUNTY'S THANKSGIVING AND CHRISTMAS HOLIDAYS

The Administrator presented the following Resolution for adoption:

RESOLUTION

Whereas, Alabama Code 11-1-8 provides that the County Commission of any county in the State of Alabama may by resolution authorize the offices of the officials of the county located in the county courthouse or other county building to be closed all day one weekday or any portion thereof of each week in addition to legal holidays; and,

Whereas, the Montgomery County Commission wishes to close the county courthouse on Friday, November 28, 2008, and Friday, December 26, 2008, to allow county employees to spend time with their families;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on the above mentioned dates, contingent on the State of Alabama authorizing the closing of State offices on these two days.

We hereby certify that the above
resolution was adopted by the
Montgomery County Commission,
on this, the 12th day of November, 2008.

End of Resolution

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

Chairman Strange informed the audience that Governor Bob Riley has already approved the state holiday for the Friday after Thanksgiving. He stated that the Friday after Christmas will be awarded to employees if the Governor approves the day off for state employees.

COUNTY COMMISSION – APPROVED THE REAPPOINTMENTS OF MONTGOMERY COUNTY ATTORNEYS

The Administrator presented the following memorandum for approval:

November 6, 2008

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Reappointments of Montgomery County Attorneys

During the Information Session on October 28, 2008, the Commission discussed the reappointments of the Montgomery County Attorneys. After discussion, I was requested to place the following on the agenda for the November 12, 2008, Organizational meeting: Consider Approval of the Reappointments of Montgomery County Attorneys – I am requesting the reappointments of Attorney Thomas T. Gallion, III and Attorney Tyrone C. Means as County Attorneys for the Montgomery County Commission

End of Memorandum

Mr. Williams made a motion to approve the reappointments of Montgomery County Attorneys, Thomas T. Gallion, III and Tyrone C. Means. The motion was seconded by Mr. Ingram and unanimously approved by the Commission.

Chairman Strange congratulated the Montgomery County Attorneys for their continued service.

COUNTY COMMISSION – APPROVED MODIFICATION NUMBER 1 TO THE 2008 WEATHERIZATION GRANT AGREEMENT WITH ADECA, GRANT NUMBER DOE-028-08

The Administrator presented a letter from Bill J. Tucker, Executive Director of Central Alabama Regional Planning and Development Commission requesting approval of Modification Number 1 to the 2008 Weatherization Grant Agreement with ADECA, Grant Number DOE-028-08.

Mr. Williams made a motion to approve Modification Number 1 to the 2008 Weatherization Grant Agreement. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Letters, Grant Agreement Modification Number 1, Agenda Pages 4-1 through 4-6, are attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED CONTRACT WITH OPTIMAL GEOMATICS, INC., REGARDING AERIAL PHOTOGRAPHY

The Administrator presented the following memorandum from Revenue Commissioner Sarah G. Spear requesting approval of contract with Optimal Geomatics, Inc.:

MEMORANDUM

TO: Mr. Donald L. Mims
County Administrator

FROM: Sarah G. Spear
Revenue Commissioner

SUBJECT: Proposed Optimal Geomatics, Inc., Contract

DATE: October 23, 2008

Attached is our proposed contract with Optimal Geomatics, Inc., for updating aerial photography. Optimal Geomatics (formerly Atlantic Technology) has been doing flyovers since 2002 and has consistently given us the lowest prices to perform these professional services. The survey paneling to facilitate aerial photography has been blue booked and cataloged which allows Optimal Geomatics a "cost to perform" advantage over all other contractors. They are also specialists in providing accurate color orthophotography in the State of Alabama and surrounding southeastern region.

Please place this contract on the agenda for the next County Commission meeting and advise the Commission that no additional funding is being requested.

Attachment

End of Memorandum

Mr. Ingram made a motion to approve the Contract. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Contract, Agenda Pages 5-2 through 5-14, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED SUPPLEMENTAL AGREEMENT NUMBER ONE WITH CARDWELL CORPORATION, REGARDING INTERSECTION IMPROVEMENTS AT PIKE AND VAUGHN ROAD

The Administrator presented the following memorandum from County Engineer George C. Speake requesting approval of Supplemental Agreement Number One with Cardwell Corporation:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

DATE: November 5, 2008

RE: Supplemental Agreement Number One
Intersection Improvements at Pike and Vaughn Road

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of attached Supplemental Agreement Number One concerning additional items of work associated with the ongoing Intersection Improvements at Pike and Vaughn Road. These additional costs will be paid for by the private developer and the Alabama Department of Transportation (ALDOT) in accordance with our present agreement with ALDOT and will be of no additional cost to Montgomery County.

If approved please have the attached supplemental agreement executed and return to this office for further processing.

End of Memorandum

Vice Chairman Dean made a motion to approve the Supplemental Agreement Number One. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Letter and Supplemental Agreement Number One, Agenda Pages 6-2 and 6-3, are attached to these Minutes.)

County Engineer George C. Speake informed the Commission that the Supplemental Agreement Number One was to add two items at no cost to Montgomery County.

COUNTY COMMISSION – APPROVED ADDENDUM NUMBER ONE, FINANCIAL SETTLEMENT MEMO OF UNDERSTANDING, WITH GOVDEALS, INC., REGARDING COLLECTED MONIES FROM AUCTION PROCEEDS

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of Addendum Number One, Financial Settlement Memo of Understanding with GovDeals, Inc.:

MEMORANDUM

TO: Donald L. Mims, Administrator

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

DATE: October 22, 2008

SUBJECT: Addendum No. 1 to GovDeals Agreement

On February 11, 2002, Montgomery County Commission approved a contract between GovDeals, Inc., and the Montgomery County Commission, to provide an internet-based auction of surplus equipment to Montgomery County.

Under this contract it allows Montgomery County to post and sell surplus equipment on the GovDeals Auction site and the County collects its own auction proceeds from the winning bidder and pays GovDeals a fee of 7.5% of the winning bid, but not less than $2.50, for any item that is sold as a result of having posted it to the GovDeals web site.

GovDeals has now submitted Addendum No. 1 to this contract which will allow GovDeals to collect all monies due to Montgomery County from the winning bidder and remit the auction proceeds to Montgomery County. GovDeals will charge the winning bidder a 5% Buyer's Premium based on the final sale price of all items sold. The Buyer's Premium will help offset the costs of electronic funds collection, funds reconciliation, charge backs and remittance of funds to Montgomery County. GovDeals will collect all auction proceeds from the winning bidder, including the 5% "Buyer's Premium" through PayPal, Credit Card and Wire Transfer. GovDeals will remit all funds collected, less 5% Buyer's Premium to Montgomery County on a weekly basis for all items marked in Montgomery County's online account as "Paid For/Picked Up."

The addition to Addendum No. 1 will not result in any additional fees for Montgomery County Commission.

Request that approval of this Addendum No. 1 be placed on the agenda for the County Commission meeting on November 12, 2008.

Attachment

End of Memorandum

Vice Chairman Dean made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Addendum Number One, Financial Settlement Memo of Understanding, Agenda Pages 7-2 and 7-3, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED FIRST AMENDMENT TO PROJECT, FUNDING AND COOPERATION AGREEMENT WITH THE CITY OF MONTGOMERY AND THE BOARD OF EDUCATION OF MONTGOMERY COUNTY REGARDING SCHOOL PROJECTS

The Administrator presented a letter from Robert E.L. Gilpin of Kaufman, Gilpin, McKenzie, Thomas, Weiss, PC, requesting approval of First Amendment to Project, Funding and Cooperation Agreement with the City of Montgomery and the Board of Education of Montgomery County, regarding school projects.

Mr. Williams made a motion to approve the First Amendment to Project, Funding and Cooperation Agreement. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Letter and First Amendment to Project, Funding and Cooperation Agreement, Agenda Pages 8-1 through 8-5, are attached to these Minutes.)

BoBo Gilpin representing Kaufman Gilpin McKenzie Thomas Weiss, PC, stated the agreement specified time and projects.

COUNTY COMMISSION – APPROVED 15 FOOT WATER MAIN EASEMENT AGREEMENT WITH THE WATER WORKS & SANITARY SEWER BOARD OF THE CITY OF MONTGOMERY, REGARDING MONTGOMERY INDUSTRIAL PARK

The Administrator presented a letter from Jeffrey A. Harrison of Goodwyn, Mills and Cawood, Inc., requesting approval of 15 foot Water Main Easement Agreement with the Water Works & Sanitary Sewer Board of the City of Montgomery, regarding Montgomery Industrial Park.

Mr. Polizos made a motion to approve the 15 foot Water Main Easement Agreement. The motion was seconded by Vice Chairman Dean and unanimously approved by the Commission. (Copies of Letter, and Easement Agreement, Agenda Pages 9-1 through 9-4, are attached to these Minutes.)

COUNTY COMMISSION – TABLED ACTION ON CONSIDERATION OF APPROVAL OF RETAIL BEER (OFF PREMISES ONLY) AND RETAIL TABLE WINE (OFF PREMISES ONLY) LICENSES FOR WAUGH GROCERY, 12844 HIGHWAY 80 EAST, PIKE ROAD, ALABAMA

The Administrator presented applications from Lemoris Stinson, for a Retail Beer (Off Premises Only) and a Retail Table Wine (Off Premises Only) Licenses for Waugh Grocery located at 12844 Highway 80 East, Pike Road, Alabama. Sheriff D. T. Marshall stated in a letter dated October 6, 2008, that he has no objections to these licenses being issued. No one appeared before the Commission to speak in favor or against the licenses.

Mr. Williams made a motion to table action on consideration of approval of the applications. The motion was seconded by Mr. Ingram. (Copies of Applications and Memorandum, Agenda Pages 10-1 through 10-5, are attached to these Minutes.)

Chairman Strange informed the audience that the application was tabled due to the business owing back sales taxes. He told them that the owner was notified of the back sales taxes and was given until 12 noon today to pay them. He stated once the taxes were paid consideration would be given at that time.

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

The Administrator presented the following Miscellaneous Appropriations Reprogramming Requests:

November 12, 2008

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-2009-34: Central Alabama Community Foundation, to be used by Bridge Builders for the Youth Leadership Program - $1,000

NC-2009-36: Alabama Cooperative Extension System, for the 4H Cow Show - $500

NC-2009-37: BOE, Bellingrath Junior High School, for the Athletics Program - $1,500

End of Memorandum

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

C-2009-35: Empowering Communities Helping Ourselves (ECHO), for Tutorial Programs for Low to Moderate Income Families which Provides Computer Training - $1,000

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

DETENTION FACILITY – APPROVED BID AWARD FOR SECURITY GUARD SERVICE, BID NO. 52200-08B-062

The Administrator presented the following memorandum from Assistant Director of Support Services Pat Silas requesting approval of Bid Award to DSI Security Services:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: November 6, 2008

SUBJECT: Bid No. 52200-08B-062, Security Guard Services

Request approval of award on the above referenced bid to DSI Security Services, for the amount of $38.35, based on cost per man hour, be placed on the agenda for the County Commission meeting on November 12, 2008. (see attached spread sheet)

The low bid of BATS Security, the company who has had the contract in the past, was passed due to poor contract performance.

Coordination of award made with Sheriff D.T. Marshall and Mr. Tommy Gallion, County Attorney. (see attached)

Your approval is appreciated.

Attachment

End of Memorandum

Mr. Williams made a motion to approve the Bid Award. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Spread Sheet and Memoranda, Agenda Pages 12-2 through 12-7, are attached to these Minutes.)

Commissioner Ingram inquired as to the services rendered by the vendor and Chief Deputy Derrick Cunningham informed him that the guard services were being used to transport prisoners to and from medical appointments and hospitals.

COUNTY COMMISSION – APPROVED BID AWARD FOR CARPET/TILE IN PARDON & PAROLE BUILDING, BID NO. 51100-08B-060

The Administrator presented the following memorandum from Assistant Director of Support Services Pat Silas requesting approval of Bid Award to Carol’s Carpet, Inc.:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: November 6, 2008

SUBJECT: Bid No. 51100-08B-060, Carpet/Tile –
Pardon & Paroles Building

Request approval of award on the above referenced bid to low bid of Carol's Carpet, Inc., for the amount of $21,987.90, be placed on the agenda for the County Commission meeting on November 12, 2008. (see attached spread sheet)

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

Your approval is appreciated.

Attachment

End of Memorandum

Mr. Ingram made a motion to approve the Bid Award. The motion was seconded by Vice Chairman Dean and unanimously approved by the Commission. (Copy of Spread Sheet, Agenda Pages 13-2 through 13-5, is attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 1

The Administrator presented Budget Change Request Number 1, Appraisal Department.

Mr. Williams made a motion to approve the Budget Change Request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 14-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 7

The Administrator presented Budget Change Request Number 7, County Commission Appropriations.

Mr. Williams made a motion to approve the Budget Change Request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 15-1, is attached to these Minutes.)

LAW LIBRARY – APPROVED BUDGET CHANGE REQUEST NUMBER 1

The Administrator presented Budget Change Request Number 1, Law Library.

Mr. Ingram made a motion to approve the Budget Change Request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 16-1, is attached to these Minutes.)

RISK MANAGEMENT – APPROVED BUDGET CHANGE REQUEST NUMBERS 1, 2, 3, 4, AND 5

The Administrator presented Budget Change Request Numbers 1, 2, 3, 4, and 5, Risk Management.

Vice Chairman Dean made a motion to approve the Budget Change Requests. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 17-1 through 17-5, are attached to these Minutes.)

DETENTION FACILITY – APPROVED AUTHORIZATION OF THIRTY CORRECTIONS OFFICER POSITIONS, SUBJECT TO THE APPROVED FY09 BUDGET, AND RELATED FILL REQUESTS

The Administrator presented the following memorandum from Sheriff D.T. Marshall requesting approval of authorization of thirty Corrections Officer positions and related fill requests:

November 4, 2008

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

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

SUBJECT: Thirty (30) Corrections Officers

I am forwarding Position Fill Requests for 30 Corrections Officers.

These 30 positions represent the next allotment of the approved 100 Corrections Officers needed to staff the new Detention Center.

Your assistance will be greatly appreciated.

End of Memorandum

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

REVENUE COMMISSIONER'S OFFICE – APPROVED MONTGOMERY CITY-COUNTY PERSONNEL TO DEVELOP A JOB DESCRIPTION AND PAY GRADE FOR AN ASSISTANT REVENUE CHIEF CLERK POSITION

The Administrator presented the following memorandum from Revenue Commissioner Sarah G. Spear requesting approval for Montgomery City-County Personnel to develop a job description and pay grade for an Assistant Revenue Chief Clerk position:

November 3, 2008

MEMORANDUM

TO: Montgomery County Commissioners

FROM: Sarah G. Spear
Revenue Commissioner

RE: Assistant Chief Clerk Position

I am requesting authorization for the creation of an Assistant Revenue Chief Clerk classification by the reallocating of a vacant Clerk III position. I will be retiring on September 30, 2009 and in trying to make a smooth transition to the next administration, I believe it will ease the burden if the office has someone familiar with the upper management operations to assist the new Revenue Commissioner in running their office.

The current Clerk III position is vacant and funded. The Assistant Chief Clerk position will not be an additional position but rather a reallocation of a current position causing no increase in the number of personnel for the office.

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

End of Memorandum

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

OMNIBUS VOTE

Chairman Strange requested the Commission to omnibus the following two items and the Commission concurred. Mr. Polizos made a motion to approve the following two agenda items. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

SHERIFF’S OFFICE – APPROVED TWO NEW CLASSIFICATIONS OF FINGERPRINT CLASSIFIER AND RECORDS AND IDENTIFICATION CLERK

The Administrator presented the following memorandum from Sheriff D.T. Marshall requesting approval of two new classifications of Fingerprint Classifier and Records and Identification Clerk:

November 4, 2008

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

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

SUBJECT: Two (2) Fingerprint Classifiers
One (1) Records and Identification Clerk

I am requesting that the County Commission approve the above listed new classifications for the Sheriff’s Office. I am attaching analysis and recommendations from the Personnel Board regarding these positions.

Your assistance in this matter will be appreciated.

End of Memorandum

As approved in the Omnibus Vote, Mr. Polizos made the motion to approve this agenda item. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Memorandum, Agenda Pages 20-2 and 20-3, is attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED AUTHORIZATION OF TWO FINGERPRINT CLASSIFIER POSITIONS AND ONE RECORDS AND IDENTIFICATION CLERK POSITION AND RELATED FILL REQUESTS

The Administrator presented the following memorandum from Sheriff D.T. Marshall requesting approval of authorization of two Fingerprint Classifier positions and one Records and Identification Clerk position and related fill requests:

November 4, 2008

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

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

SUBJECT: Two (2) Fingerprint Classifiers
One (1) Records and Identification Clerk

I am forwarding Position Fill Requests for the above positions. I request that the County Commission authorize the hiring of personnel for these positions.

Your assistance in this matter will be appreciated.

End of Memorandum

As approved in the Omnibus Vote, Mr. Polizos made the motion to approve this agenda item. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

OMNIBUS VOTE

Chairman Strange requested the Commission to omnibus the following three items and the Commission concurred. Mr. Ingram made a motion to approve the following three agenda items. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

<u>YOUTH FACILITY – APPROVED TWO NEW CLASSIFICATIONS OF COURT OPERATIONS CLERK I AND COURT OPERATIONS CLERK II</u>

The Administrator presented the following memorandum from Juvenile Court Administrator Bruce R. Howell requesting approval of two new classifications of Court Operations Clerk I and Court Operations Clerk II:

<u>MEMORANDUM</u>

TO: Donnie Mims

FROM: Bruce R. Howell

DATE: November 3, 2008

RE: Commission Meeting

Please place on the next agenda for the County Commission the attached form creating the Job Classification of Court Operations Clerk I and Court Operations Clerk II. The Montgomery City-County Personnel Department conducted a study and determined that we need to establish these classifications rather than continue to use the Clerk Typist II classification within the Clerks Office. Thank you for your consideration in this matter.

End of Memorandum

As approved in the Omnibus Vote, Mr. Ingram made the motion to approve this agenda item. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 22-2, is attached to these Minutes.)

YOUTH FACILITY – APPROVED REALLOCATIONS OF TWO CLERK TYPIST II POSITIONS TO THE NEW CLASSIFICATION OF COURT OPERATIONS CLERK I POSITION

The Administrator presented the following memorandum from Juvenile Court Administrator Bruce R. Howell requesting approval of reallocations of two Clerk Typist II positions to the new classification of Court Operations Clerk I position:

MEMORANDUM

TO: Donnie Mims

FROM: Bruce R. Howell

DATE: November 4, 2008

RE: Commission Meeting

Please place on the next agenda for the County Commission the attached Reallocations and Reclassifications requests which were reviewed and recommended by the Montgomery City-County Personnel Department:

1. Reallocate two Clerk Typist II positions (Pay Grade A03) to new classifications of Court Operations Clerk I (Pay Grade A03).

2. Reallocate four Clerk Typist II (Pay Grade A03) positions to the new classification of Court Operations Clerk II (Pay Grade A05).

3. Reclassify the six incumbents after the Montgomery City-County Personnel Board meets, Effective 12-1-2008.

The reason for the two separate job descriptions is that we feel that a new employee should be in the Court Operations Clerk I position for at least two years to learn the Court process. Two of the present employees have less than two years at their present position.

The promotion for those two employees from a Court Operations Clerk I will be left up to the Department Head and approval by the Commission after two years to a Court Operations Clerk II.

The attached amounts are based on ten (10) months if the reclassification is authorized for conversion in December. Thank you for your consideration in this matter.

End of Memorandum

As approved in the Omnibus Vote, Mr. Ingram made the motion to approve this agenda item. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 23-2, is attached to these Minutes.)

YOUTH FACILITY – APPROVED REALLOCATIONS OF FOUR CLERK TYPIST II POSITIONS TO THE NEW CLASSIFICATION OF COURT OPERATIONS CLERK II POSITION

The Administrator presented the following memorandum from Juvenile Court Administrator Bruce R. Howell requesting approval of reallocations of four Clerk Typist II positions to the new classification of Court Operations Clerk II position:

MEMORANDUM

TO: Donnie Mims

FROM: Bruce R. Howell

DATE: November 4, 2008

RE: Commission Meeting

Please place on the next agenda for the County Commission the attached Reallocations and Reclassifications requests which were reviewed and recommended by the Montgomery City-County Personnel Department:

1. Reallocate two Clerk Typist II positions (Pay Grade A03) to new classifications of Court Operations Clerk I (Pay Grade A03).

2. Reallocate four Clerk Typist II (Pay Grade A03) positions to the new classification of Court Operations Clerk II (Pay Grade A05).

3. Reclassify the six incumbents after the Montgomery City-County Personnel Board meets, Effective 12-1-2008.

The reason for the two separate job descriptions is that we feel that a new employee should be in the Court Operations Clerk I position for at least two years to learn the Court process. Two of the present employees have less than two years at their present position.

The promotion for those two employees from a Court Operations Clerk I will be left up to the Department Head and approval by the Commission after two years to a Court Operations Clerk II.

The attached amounts are based on ten (10) months if the reclassification is authorized for conversion in December. Thank you for your consideration in this matter.

End of Memorandum

As approved in the Omnibus Vote, Mr. Ingram made the motion to approve this agenda item. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 24-2, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUEST

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

(1) Tax & Audit Department – Request Number 5

Mr. Williams made a motion to approve the travel/training request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Travel/Training Request, Agenda Page 25-1, is attached to these Minutes.)

WAIVED AGENDA RULES

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

SHERIFF'S OFFICE – APPROVED FOUR COOPERATIVE AGREEMENTS FOR THE STATE HOMELAND SECURITY GRANTS PROGRAMS WITH THE STATE OF ALABAMA DEPARTMENT OF HOMELAND SECURITY

The Administrator presented the following memorandum from Chief Deputy Derrick Cunningham of the Sheriff's Office requesting approval of four Cooperative Agreement for the State Homeland Security Grants Programs with the State of Alabama Department of Homeland Security:

November 7, 2008

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

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

SUBJECT: FY 2008 Homeland Security Grant Program

I am attaching FY 2008 Homeland Security Grants. Please have the County Commission Chairman or his designee sign in the appropriate marked spaces. In addition, the audit page needs to be signed acknowledging that a copy of the audit will be turned over to Homeland Security regarding these funds.

Your assistance in this matter will be greatly appreciated.

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Letter and Four Cooperative Agreements for the State Homeland Security Grants Programs, Agenda Pages 26-2 through 26-42, are attached to these Minutes.)

Chief Deputy Cunningham stated that the grant was about $20,000 less than last year's grant. He told the Commission the money will be used to pay back the County for Homeland Security Expenses.

COMMENTS BY COMMISSIONERS AND ATTENDEES

District Court Judge Arthur Ray introduced Jake Farmar, an 8th grade junior high school student who attends St. James School. Judge Ray informed the Commission that Jake was shadowing him today. Jake Farmar told the Commission that he is an A-B Honor Roll student and enjoys playing football and golf. Chairman Strange welcomed him to the Commission meeting and congratulated him for being a role model to children and adults.

Chairman Strange thanked ReBecca Johnson for her leadership role in the Community Corrections during the process of finding a new executive director. Ms. Johnson thanked the Commission for the opportunity.

Chairman Strange announced that he had participated in an economic forum earlier this morning. He told the audience that sales tax collection was down and that at the end of the quarter the Commission would look at where they were and will consider making adjustments at that time.

County Engineer George C. Speake advised the Commission that resurfacing work was underway on Wasden Road and Lamar Road. He also mentioned that curb and gutter had been poured in front of CVS at the Pike Road and Vaughn Road intersection and the two traffic signal poles had been set. He informed the Commission that the project should be completed within the next three to four weeks.

Mr. James Pierce with the Westwood Association told the Commission that he attended a previous Commission meeting expressing his concerns about Carver Community Center as a polling place. He stated at that time the air conditioning did not work and there was little parking available. He thanked the Commission for everything they did in making the November 4th General Election run smoothly and asked for their continued assistance. Chairman Strange stated that the election results were completed by 8:20 p.m. and said that no other County in the state, no matter the size, beat that time. Chairman Strange congratulated Chief Deputy Derrick Cunningham and Director of Elections Trey Granger for all their work that made the November 4th election run smoothly.

Commissioner Ingram thanked everyone for their trust and prayers and for believing in him. He stated he appreciated their thoughts and kind words. He informed the audience that Montgomery County has a lot to look forward to and the Montgomery Area Chamber of Commerce and the City of Montgomery have to sit down and discuss what needs to be done to market Montgomery County.

Commissioner Williams thanked everyone for the opportunity to serve for another four years. He stated that there are many deprived areas in the County and we all need to step up to the plate to make improvements.

Commissioner Polizos thanked the citizens for an enjoyable last four years and that he looks forward to the next four years.

Vice Chairman Dean thanked God and the people of Montgomery County. He stated that he represents District 2 and all of Montgomery County. He stated that the Commission can not operate without the help of the department heads and employees and they are doing an outstanding job. He informed the audience that this Commission works together and that taxes will not be raised these next four years.

Commissioner Ingram stated that the Commission is a team and a family and that Montgomery County is on the right track and that is what it takes to get the job done. He also stated that he appreciates every employee and what they do.

Chairman Strange informed the audience that he is honored to lead this Commission. He stated that the County voted for team work verses controversy. He also stated that he looks forward to renewed cooperation between the Montgomery City Council and the Montgomery Area Chamber of Commerce. He informed everyone that the County needs to address retail needs to keep people shopping in Montgomery County. He also told the audience that the County Commission meeting days will be moved to Mondays since Commissioner Polizos opened his new restaurant, and is closed on Mondays. Chairman Strange expressed his appreciation for all the employees and that there will be an Employee Christmas Luncheon on December 15th.

RECESS TO INFORMATION SESSION

Chairman Strange recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM STAFF AND COMMISSIONERS

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Public Affairs Manager DiDi Henry told the Commissioners that she had checked into the feasibility of the Commission promoting a *Shop Greater Montgomery* program for the holidays. Due to the economic conditions of the nation and more competition for tax dollars, many communities are reminding the citizens of the importance of keeping their tax dollars in their own communities.

Mrs. Henry told the Commissioners that the campaign's objective would be to promote "Mom and Pop" retail businesses, as well as the national chains, which are located throughout Montgomery County. She emphasized that this would be a "*Shop Greater Montgomery*" program, verses a "*Shop Local*" campaign, which strictly promotes the shopping at "Mom and Pop" retail businesses only.

She also emphasized that this campaign would serve as an educational tool, to remind shoppers of the importance of their tax dollars remaining in Montgomery County to support Montgomery County schools, law enforcement, fire protection, parks, special events and our overall quality of life.

Mrs. Henry said that she had spoken with the Montgomery Area Chamber of Commerce and the Alabama Retail Association. Both are interested in future discussions about the campaign.

After much discussion about the importance of keeping the tax dollars in Montgomery County, Chairman Strange told Mrs. Henry to meet with the other organizations and have something ready to present at the County Commission Information Session on November 24. Commissioner Reed Ingram volunteered to help with the program.

DISCUSSION ITEMS BY COMMISSIONERS

Commissioner Polizos informed his fellow Commissioners that Randy George, President of the Montgomery Area Chamber of Commerce is requesting a $25,000 appropriation to help replace the roof on the Small Business Resource Center. Chairman Strange asked Administrator Mims to invite Mr. George to the next County Commission meeting.

Commissioner Williams and Montgomery City Councilman Glen O. Pruitt, Jr., informed the Commission that they had received a request for funding from LAMP High School for the athletic department. Chairman Strange asked Commissioner Williams to work with City Councilman Pruitt to develop a proposal for the County Commission to consider.

Commissioner Polizos stated that Lee High School is requesting money for a track. Chairman Strange asked Commissioner Polizos to present a proposal to the Commission.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell informed the Commission that the Alabama Department of Transportation has closed two rest area sites located on U.S. Highway 231 in Montgomery County and the ALDOT has afforded the opportunity to Montgomery County to acquire the property to use for parks and recreation. After discussion, the Commission agreed to consider the issue at a later date.

ADJOURNMENT

Commissioner Williams made a motion to adjourn the meeting of the Montgomery County Commission on November 12, 2008, at 3:27 p.m. The motion was seconded by Commissioner Polizos and unanimously approved by the Commission.

SUMMARY REPORT

GENERAL ELECTION
MONTGOMERY COUNTY
NOVEMBER 4, 2008

RUN DATE:11/07/08 02:04 PM

	VOTES	PERCENT
PRECINCTS COUNTED (OF 123)	122	99.19
REGISTERED VOTERS - TOTAL	148,139	
BALLOTS CAST - TOTAL	104,599	
VOTER TURNOUT - TOTAL		70.61

STRAIGHT PARTY VOTING
(Vote for not more than) 1
(WITH 122 OF 123 PRECINCTS COUNTED 99.19%)

	VOTES	PERCENT
DEMOCRATIC (DEM)	42,989	73.73
REPUBLICAN (REP)	15,315	26.27

FOR PRESIDENT AND VICE-PRESIDENT OF THE UNITED STATES
(Vote for not more than) 1
(WITH 122 OF 123 PRECINCTS COUNTED 99.19%)

	VOTES	PERCENT
BARACK OBAMA (DEM)	61,999	59.32
JOHN McCAIN (REP)	41,972	40.16
CHUCK BALDWIN (IND)	107	.10
BOB BARR (IND)	147	.14
RALPH NADER (IND)	167	.16
WRITE-IN	123	.12

FOR UNITED STATES SENATOR
(Vote for not more than) 1
(WITH 122 OF 123 PRECINCTS COUNTED 99.19%)

	VOTES	PERCENT
VIVIAN DAVIS FIGURES (DEM)	56,793	55.27
JEFF SESSIONS (REP)	45,899	44.67
WRITE-IN	70	.07

FOR UNITED STATES REPRESENTATIVE,
2ND CONGRESSIONAL DISTRICT
(Vote for not more than) 1
(WITH 69 OF 70 PRECINCTS COUNTED 98.57%)

	VOTES	PERCENT
BOBBY BRIGHT (DEM)	35,418	64.54
JAY LOVE (REP)	19,344	35.25
WRITE-IN	115	.21

FOR UNITED STATES REPRESENTATIVE,
3RD CONGRESSIONAL DISTRICT
(Vote for not more than) 1
(WITH 70 OF 71 PRECINCTS COUNTED 98.59%)

	VOTES	PERCENT
JOSHUA SEGALL (DEM)	29,772	62.23
MIKE ROGERS (REP)	18,042	37.71
WRITE-IN	29	.06

FOR ASSOCIATE JUSTICE OF THE SUPREME COURT
(Vote for not more than) 1
(WITH 122 OF 123 PRECINCTS COUNTED 99.19%)

	VOTES	PERCENT
DEBORAH BELL PASEUR (DEM)	63,976	62.93
GREG SHAW (REP)	37,629	37.02
WRITE-IN	52	.05

FOR COURT OF CIVIL APPEALS JUDGE
(Vote for not more than) 1
(WITH 122 OF 123 PRECINCTS COUNTED 99.19%)

	VOTES	PERCENT
KIMBERLY HARBISON DRAKE (DEM)	60,024	60.52
BILL THOMPSON (REP)	39,085	39.41
WRITE-IN	71	.07

FOR COURT OF CRIMINAL APPEALS JUDGE, PLACE NO. 1
(Vote for not more than) 1
(WITH 122 OF 123 PRECINCTS COUNTED 99.19%)

	VOTES	PERCENT
CLYDE JONES (DEM)	59,418	60.09
BETH KELLUM (REP)	39,395	39.84
WRITE-IN	63	.06

FOR COURT OF CRIMINAL APPEALS JUDGE, PLACE NO. 2
(Vote for not more than) 1
(WITH 122 OF 123 PRECINCTS COUNTED 99.19%)

	VOTES	PERCENT
AIMEE COBB SMITH (DEM)	62,938	63.15
MARY WINDOM (REP)	36,668	36.79
WRITE-IN	55	.06

FOR PRESIDENT, PUBLIC SERVICE COMMISSION
(Vote for not more than) 1
(WITH 122 OF 123 PRECINCTS COUNTED 99.19%)

	VOTES	PERCENT
LUCY BAXLEY (DEM)	64,437	63.12
TWINKLE ANDRESS CAVANAUGH (REP)	37,582	36.81
WRITE-IN	68	.07

FOR MEMBER, STATE BOARD OF EDUCATION, DISTRICT NO. 3
(Vote for not more than) 1
(WITH 39 OF 40 PRECINCTS COUNTED 97.50%)

	VOTES	PERCENT
JUDY WEST BELL (DEM)	8,789	28.84
STEPHANIE BELL (REP)	21,654	71.06
WRITE-IN	30	.10

FOR MEMBER, STATE BOARD OF EDUCATION, DISTRICT NO. 5
(Vote for not more than) 1
(WITH 110 OF 111 PRECINCTS COUNTED 99.10%)

	VOTES	PERCENT
ELLA B. BELL (DEM)	53,070	76.33
LULA BRIDGES (REP)	16,402	23.59
WRITE-IN	51	.07

FOR CIRCUIT COURT JUDGE, MONTGOMERY COUNTY PLACE 4
(Vote for not more than) 1
(WITH 122 OF 123 PRECINCTS COUNTED 99.19%)

	VOTES	PERCENT
CHARLES PRICE (DEM)	74,559	98.66
WRITE-IN	1,011	1.34

FOR CIRCUIT COURT JUDGE, MONTGOMERY COUNTY PLACE 6
(Vote for not more than) 1
(WITH 122 OF 123 PRECINCTS COUNTED 99.19%)

	VOTES	PERCENT
GENE REESE (DEM)	76,072	99.05
WRITE-IN.	732	.95

FOR CIRCUIT COURT JUDGE, MONTGOMERY COUNTY PLACE 9
(Vote for not more than) 1
(WITH 122 OF 123 PRECINCTS COUNTED 99.19%)

	VOTES	PERCENT
JOHNNY HARDWICK (DEM)	60,366	60.22
RANDY JAMES (REP).	39,826	39.73
WRITE-IN.	51	.05

FOR DISTRICT COURT JUDGE, PLACE NO. 1, MONTGOMERY COUNTY
(Vote for not more than) 1
(WITH 122 OF 123 PRECINCTS COUNTED 99.19%)

	VOTES	PERCENT
JIMMY POOL (DEM)	68,917	69.24
ARTHUR RAY (REP)	30,559	30.70
WRITE-IN.	57	.06

FOR MONTGOMERY COUNTY REVENUE COMMISSIONER
(Vote for not more than) 1
(WITH 122 OF 123 PRECINCTS COUNTED 99.19%)

	VOTES	PERCENT
JANET Y. BUSKEY (DEM)	59,970	60.48
JANE MARDIS (REP).	39,125	39.46
WRITE-IN.	56	.06

FOR MONTGOMERY COUNTY COMMISSION DISTRICT NO. 1
(Vote for not more than) 1
(WITH 16 OF 17 PRECINCTS COUNTED 94.12%)

	VOTES	PERCENT
TODD STRANGE (REP)	11,863	96.20
WRITE-IN.	468	3.80

FOR MONTGOMERY COUNTY COMMISSION DISTRICT NO. 2
(Vote for not more than) 1
(WITH 26 OF 27 PRECINCTS COUNTED 96.30%)

	VOTES	PERCENT
ELTON DEAN (DEM)	14,319	99.42
WRITE-IN.	83	.58

FOR MONTGOMERY COUNTY COMMISSION DISTRICT NO. 3
(Vote for not more than) 1
(WITH 20 OF 21 PRECINCTS COUNTED 95.24%)

	VOTES	PERCENT
DIMITRI POLIZOS (REP)	15,297	98.40
WRITE-IN.	249	1.60

FOR MONTGOMERY COUNTY COMMISSION DISTRICT NO. 4
(Vote for not more than) 1
(WITH 32 OF 33 PRECINCTS COUNTED 96.97%)

	VOTES	PERCENT
JILES WILLIAMS (DEM).	15,051	99.46
WRITE-IN.	81	.54

FOR MONTGOMERY COUNTY COMMISSION DISTRICT NO. 5
(Vote for not more than) 1
(WITH 32 OF 33 PRECINCTS COUNTED 96.97%)

	VOTES	PERCENT
RANDY RUSHTON (DEM)	12,537	49.27
REED INGRAM (REP).	12,900	50.69
WRITE-IN.	11	.04

FOR MONTGOMERY COUNTY BOARD OF EDUCATION DISTRICT NO. 1
(Vote for not more than) 1
(WITH 20 OF 21 PRECINCTS COUNTED 95.24%)

	VOTES	PERCENT
JOHNNY COTTON (DEM)	5,634	38.15
HEATHER SELLERS (REP)	9,113	61.71
WRITE-IN.	21	.14

FOR MONTGOMERY COUNTY BOARD OF EDUCATION DISTRICT NO. 6
(Vote for not more than) 1
(WITH 20 OF 21 PRECINCTS COUNTED 95.24%)

	VOTES	PERCENT
ROBERT PORTERFIELD, JR. (DEM). . . .	12,084	99.69
WRITE-IN.	38	.31

PROPOSED STATEWIDE AMENDMENT NUMBER ONE (1)
(Vote for not more than) 1
(WITH 122 OF 123 PRECINCTS COUNTED 99.19%)

	VOTES	PERCENT
YES	55,962	67.88
NO.	26,475	32.12

PROPOSED STATEWIDE AMENDMENT NUMBER TWO (2)
(Vote for not more than) 1
(WITH 122 OF 123 PRECINCTS COUNTED 99.19%)

	VOTES	PERCENT
YES	33,880	67.17
NO.	16,561	32.83

PROPOSED STATEWIDE AMENDMENT NUMBER THREE (3)
(Vote for not more than) 1
(WITH 122 OF 123 PRECINCTS COUNTED 99.19%)

	VOTES	PERCENT
YES	30,460	60.17
NO.	20,167	39.83

PROPOSED STATEWIDE AMENDMENT NUMBER FOUR (4)
(Vote for not more than) 1
(WITH 122 OF 123 PRECINCTS COUNTED 99.19%)

	VOTES	PERCENT
YES	30,145	61.50
NO.	18,874	38.50

PROPOSED STATEWIDE AMENDMENT NUMBER FIVE (5)
(Vote for not more than) 1
(WITH 122 OF 123 PRECINCTS COUNTED 99.19%)

	VOTES	PERCENT
YES	26,771	54.52
NO.	22,330	45.48

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SUMMARY REPORT                                      GENERAL ELECTION
                                                    MONTGOMERY COUNTY
                                                    NOVEMBER 4, 2008
RUN DATE:11/07/08 02:04 PM

                                               VOTES PERCENT

PROPOSED STATEWIDE AMENDMENT NUMBER SIX (6)
(Vote for not more than )  1
    (WITH 122 OF 123 PRECINCTS COUNTED 99.19%)
 YES . . . . . . . . . . . . .            34,033   67.57
 NO. . . . . . . . . . . . . .            16,336   32.43
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Agenda
NOV 12 2008

11-12-08 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 10-31-08

Check Number:	To	Check Number:
95707		95913
Total Checks Paid		$2,444,452.62

CHECK #	PAYEE	AMOUNT	DATE
95705	Wal-Mart Community	$ 489.85	10/24/08
95706	Countrywide Financial Corp.	$ 6,707.74	10/29/08

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

Agenda
NOV 12 2008

11-12-08 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 11-07-08

Check Number	To	Check Number
95916		96120
Total Checks Paid		$795,202.08

CHECK #	PAYEE	AMOUNT	DATE
95914	Bush Thomas	$ 400.00	10/31/08
95915	G & K Services	$ 1,650.93	11/03/08

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

Agenda
NOV 12 2008

11/12/08 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
11/07/08

Payroll Check Number	54164	To	Payroll Check Number	54372	$ 174,738.25
Direct Deposits					$ 690,098.22
Payroll Check Number	54373	To	Payroll Check Number	54403	$ 71,128.33
Direct Deposits					$ 366,503.45
Federal Deposits					$ 343,682.90
Total Payroll Paid					$ 1,646,151.15

CHECK #	PAYEE	AMOUNT	DATE
54161	Debtors Court	$ 4,362.00	10/24/08
54162	Employees Retirement System	$233,233.29	10/30/08
54163	Donald E. Williams II	$ 167.02	10/30/08

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

Jiles Williams, Jr.
Chairman

Bill J. Tucker
Executive Director

Agenda
NOV 12 2008

November 5, 2008

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

RE: Weatherization Grant Increase
DOE-028—08

Dear Mr. Mims:

Attached is an Energy Grant Modification for the County Weatherization Grant. We asked for and received approval to weatherize additional homes in Montgomery County during the 2008 program year. With that, ADECA has increased our current funding to $145,309.00, which is approximately $36,000 more then our original allocation. Such funding will allow us to weatherize a minimum of 40 units in the County for 2008.

I am recommending this item be presented to the Commission for acceptance at their next regular meeting. Once accepted and executed, our office may begin utilizing these funds in Montgomery County. Please note that Teresa has possession of the original document.

Be advised that ADECA continues to recognize the quality of Montgomery County's Weatherization Program. These additional funds are evidence of their confidence in our program. Thanks for allowing CARPDC to be your agent in this program.

Sincerely,

Bill J. Tucker
Executive Director

4-1

OFFICE OF THE GOVERNOR

BOB RILEY
GOVERNOR

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

BILL JOHNSON
DIRECTOR

STATE OF ALABAMA

October 30, 2008

Mr. Todd Strange
Chairman
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102

Dear Mr. Strange:

RE: Modification No. 1
Grant No. DOE-028-08

Enclosed are two copies of the referenced Department of Energy Grant Modification. Please sign and witness both copies and return one original to the Energy Division. Retain the other copy in your permanent records.

Also enclosed is an agreement form that must be signed and returned, along with the grant modification.

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

Sincerely,

Bill Johnson
Director

BJ/WW/st

Enclosures

cc: Mr. Bill J. Tucker

2008 NOV -3 PM 2:52

401 ADAMS AVENUE • SUITE 580 • P.O. BOX 5690 • MONTGOMERY, ALABAMA 36103-5690 • (334) 242-5100

4-2

MODIFICATION TO
2008 WEATHERIZATION GRANT AGREEMENT

Modification No. **1**
Grant No. **DOE-028-08**
Total Grant Amount **$145,309.00**

THIS MODIFICATION IS ENTERED INTO AS OF THIS 27th **day of October 2008,** by and between the **ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS,** hereinafter, called the "Department," and the **Montgomery County Commission,** hereinafter, referred to as the "Subgrantee." This modification amends **Grant Agreement No. DOE-028-08** dated **APRIL 1, 2008.**

1. **PURPOSE: The purpose of this modification is to amend "Paragraph 2: Funding" and any relative attachments to the above-referenced Grant Agreement.**

2. **"Paragraph 2: Funding" is hereby amended to read as follows:**

   Funding: It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subgrantee under this Agreement exceed $145,309.00 for full and completely satisfactory performance. Any additional costs shall be borne by the Subgrantee.

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

Alabama Department of Economic and Community Affairs
Department

Terri L. Adams 10-29-08
Terri L. Adams, Director **Date**
Energy Division

10/30/08
Bill Johnson **Date**
Director

Montgomery County Commission
Subgrantee

Authorized Official for Subgrantee **Date**

Subgrantee Witness **Date**

APPROVED AS TO FO~~RM BY~~ LEGAL:

Edward E.
ADECA Legal Section

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SUBGRANTEE: Montgomery County Commission
Modification No. 1
Grant No. DOE-028-08

ATTACHMENT A

Work to be Performed

1. **The Subgrantee shall weatherize a minimum of 40 dwelling units in accordance with the 2008 Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subgrantee shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:**

COUNTY	NUMBER OF UNITS
Montgomery	40

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

SUBGRANTEE: Montgomery County Commission
Modification No. 1
Grant No. DOE-028-08

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE/ INCREASE	TOTAL
ADMINISTRATIVE	$6,318.00	+$1,721.00	$8,039.00
PROGRAM SUPPORT	$51,987.00	+$19,575.00	$71,562.00
MATERIALS	$34,658.00	+$13,050.00	$47,708.00
HEALTH AND SAFETY	$8,700.00	+$3,300.00	$12,000.00
AGENCY LIABILITY INSURANCE	$500.00		$500.00
TRAINING & TECHNICAL ASSISTANCE	$4,500.00		$4,500.00
FINANCIAL AUDIT	$1,000.00		$1,000.00
EQUIPMENT	$0.00		$0.00

TOTAL: $145,309.00

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TO: ANY JUDGE

RE: GRANT NO. DOE-028-08
MOD NO. 1

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

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

Authorized Official of the **Montgomery County Commission**

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CONTRACT #: RV 12220-000

THIS AGREEMENT is made as of the ______ day of ______________ 2008

BY AND BETWEEN:

MONTGOMERY COUNTY COMMISSION
a political subdivision of the State of Alabama, and having offices at
131 S. Perry Street, Montgomery, AL 36104
(hereinafter called "Montgomery County" or "Buyer")

AND:

OPTIMAL GEOMATICS, INC.
a company duly incorporated under the laws of Delaware and having an office at
2227 Drake Avenue SW, Bldg. 14, Huntsville, AL 35805
(hereinafter called "Optimal" or "Seller")

WITNESSETH THAT WHEREAS

Montgomery County desires Optimal to provide the hereinafter described goods and services, and Optimal is willing to provide same as hereinafter provided.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and premises contained herein, the parties hereto agree as follows:

1. Optimal shall provide the goods and/or services together with the necessary personnel required to complete the Work as described in the Statement of Work.
2. As full consideration for its performance herein, Optimal will be paid by Montgomery County the amounts set out in the Payment Terms in the manner described therein.
3. Optimal shall commence performance as of the day and year first above written and thereinafter proceed according to the schedule of performance contained in the Statement of Work.
4. All Notices to be sent by either party to the other shall be in writing and addressed as follows:

MONTGOMERY COUNTY COMMISSION	OPTIMAL GEOMATICS, INC.
131 S. Perry Street	2227 Drake Ave SW, Bldg 14
Montgomery, AL 36104	Huntsville, AL 35805
Attn: Ron Stanfield, GIS Manager	Attn: Contracts Manager
Fax: (334) 832-2535	Fax: (256) 882-7774
Tel: (334) 832-1303	Tel: (256) 882-7788

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5. The documents making up this Contract shall be interpreted in the following descending order of precedence:

   a. this Agreement;
   b. Attachment C - GENERAL TERMS AND CONDITIONS;
   c. Attachment A - STATEMENT OF WORK;
   d. Attachment B - PRICE AND PAYMENT.

IN WITNESS WHEREOF the parties have caused this Contract to be executed as of the day and year first above written.

MONTGOMERY COUNTY COMMISSION	**OPTIMAL GEOMATICS, INC.**
BY:	
(Signature)	
(Printed Name)	
TITLE:	Mark W. Brooks
(Authorized representative)	Director of Operations
DATE:	September 18, 2008

Attachment A

STATEMENT OF WORK

1. GENERAL PROJECT REQUIREMENTS AND PRODUCTS

a. Utilize existing Ground Control Monuments and place targets at sufficient positions to support the New Digital Orthophotography and Update Mapping.

b. Collect Airborne GPS/IMU controlled color aerial photography at a scale that will support the generation of color digital orthophotography and update mapping for the 1"=100', 1"=200' and 1"=400' areas in compliance with Montgomery County's existing GIS base map specifications.

   1. 1"=660' negative contact scale photography will be used for the 100 scale area and portions of the 200 scale and 400 scale in the northern portion of the County.
   2. 1"=1320' negative contact scale photography will be used for the remaining 200 and 400 scale areas of the County.

c. Process, edit for quality, and accept the color aerial photography. All imagery will be in compliance with the established flight plan and will be free of defects caused by atmospheric conditions, flight conditions, and film processing.

d. Scan the processed color aerial photography negatives at 14 microns.

e. Develop a quality softcopy Aerial Triangulation solution.

f. Prepare an Aerial Triangulation Report.

g. Update the following planimetric features in a Softcopy Photogrammetric environment. All features shall be collected to comply with National Map Accuracy Standards.

   1. Edges of paved roads
   2. Building Outline (Roof Top)
   3. Driveways associated with newly collected buildings in the 1"=200' & 1"=400' areas.
   4. Hydrography

h. Provide a topographic update of the existing 2' DTM and contours for any areas of significant change throughout the County.

   1. OPTIMAL will edit the existing DEM/DTM photogrammetrically in areas where a significant physical change in the surface is apparent. Significant change is generally defined as those changes to the terrain associated with earth works. These areas of significant change may include but are not limited to major development, recent construction, re-channeling of drainage features, and other general earthworks. Temporal changes associated with new photography such as water level changes and differences in photogrammetric interpretation are not considered significant changes. Areas of minor change such as localized grading for individual driveways, small decorative ponds and similar minor terrain variations are also not considered significant changes. Similarly, the terrain associated with temporary surface features that are rapidly changing such as active quarries, areas under construction, and debris piles will not need to be modified to reflect the terrain during the time of flight.

i. Prepare New Color Digital Orthophotos that comply with NMAS for 1"=100', 1"=200' and"=400' as required, based upon the area indicated on the map provided by the County. The delivered ground pixel resolutions shall be (.5 foot) for the 1"=100' scale tiles, (1 foot) for the1"=200' tiles, and (2 foot) for the 1"=400' tiles.

j. The New Digital Orthophotos covering the County shall be delivered in both TIFF format tiled to the County tiling scheme and as compressed mosaics organized by scale in MrSID format.

k. The Updated Planimetric Files and Contour File will be delivered in ESRI Personal GeoDatabase or Shapefile formats.

2. TECHNICAL REQUIREMENTS

A. AREA

The area for the digital orthophotography and mapping consists of the area indicated on the furnished map by the County with scales defined by the County. Aerial photography shall be acquired when trees are barren (leaf-off) and when the sun angle is greater than 30 degrees. Any necessary ground control points (other than checkpoints) must be paneled prior to flying.

B. ORTHOPHOTO PRODUCTS

Orthophotography output scales will be 1"=100, 1"=200', and 1"=400'.

1. **1"=100' AREA** – The 1"=100' scale tile area will be flown at 1"=660' negative contact scale to support digital orthos with a ground pixel resolution of .5 feet. Orthophotography will be tiled to the County 1"=100' Area tiling scheme. These images shall integrate seamlessly into the Buyer's existing grid system based on the US State Plane Coordinate System, Alabama East zone, on NAD83 in US Survey feet. Each negative shall be scanned in at a higher resolution than the output resolution necessary to provide an Orthophoto with a .5' pixel resolution; no down sampling shall be permitted. A compressed mosaic of the 1"=100' tile data will be supplied in MrSID format.
2. **1"=200' AREA** – The 1"=200' scale tile area will be flown with a combination of 1"=660' negative contact scale and 1"=1320' negative contact scale photography to support digital orthos with a ground pixel resolution of 1 foot. Orthophotography will be tiled to the County 1"=200' Area tiling scheme. These images shall integrate seamlessly into the Buyer's existing grid system based on the US State Plane Coordinate System, Alabama East zone, on NAD83 in US Survey feet. Each negative shall be scanned in at a higher resolution than the output resolution necessary to provide an Orthophoto with a 1' pixel resolution; no down sampling shall be permitted. A compressed mosaic of the 1"=100' (resampled to 1') and the 1"=200' tile data will be supplied in MrSID format.
3. **1"=400' AREA** - The 1"=400' scale tile area will be flown with a combination of 1"=660' negative contact scale and 1"=1320' negative contact scale photography to support digital orthos with a ground pixel resolution of 2 feet. Orthophotography will be tiled to the County 1"=400' Area tiling scheme. These images shall integrate seamlessly into the Buyer's existing grid system based on the US State Plane Coordinate System, Alabama East zone, on NAD83 in US Survey feet. Each negative shall be scanned in at a higher resolution than the output resolution necessary to provide an Orthophoto with a 2' pixel resolution; no down sampling shall be permitted. A compressed mosaic of the entire County (resampled to 2') will be supplied in MrSID format.

3. AERIAL PHOTOGRAPHY

a. FILM. Color aerial film shall be a fine grain high-speed photographic emulsion on a dimensionally stable base. The film must have been stored and handled in accordance with the manufacturer's instructions. Only one type of film shall be used for the entire project. Outdated film shall not be used.

b. ACQUISITION TIMING. Aerial photography shall be acquired when deciduous trees are barren (leaf-off) and when the sun angle is greater than 30 degrees. Photography shall not be undertaken when snow, haze, fog, or dust obscures the ground; when streams are not within their normal banks; or when clouds or cloud shadows will appear in any one photograph. The photography shall not contain objectionable shadows caused by relief or low solar altitude.

c. RE-FLIGHTS. The seller shall correct unacceptable aerial photography at no additional cost to the County. Re-flight coverage shall overlap the accepted photography by a sufficient amount to provide for continuous stereoscopic coverage

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d. PHOTO SCALES. Aerial photography at a photo scale of 1"=660' (3960' +/- 5% above average ground level) shall be obtained for the northern portion of the County which includes all of the 100 scale tiles and some of the 200 and 400 scale tiles.

Aerial photography at a photo scale of 1"=1320' (7920' +/- 5% above average ground level) shall be obtained for the southern portion of the County which includes 200 scale tiles and 400 scale tiles.

Aerial film used shall be a fine-grained, high-speed photographic emulsion on a dimensionally stable base. Negatives deviating the specified scale by more than five percent (5%) shall be cause for rejection. Aerial photography scales will be used to generate the listed map scales:

Map Scale	Photo Scale
1"=100'	1"=660'
1"=200'	1"=660' and 1"=1320'
1"=400'	1"=660' and 1"=1320'

e. PROJECT AREA OVERLAP. Overlapping photographs shall provide full stereoscopic coverage of the entire project area. The first flight line will be flown to overlap the project's boundary by 25% of the image area. The final flight line will provide a minimum of 25% overlap outside the project area. Each flight line shall have a minimum of 2 principal points outside the project area at the beginning and end of each flight line.

f. FORWARD AND SIDE LAP. Aerial photographs shall have an average of sixty percent (60%) (+/- 5%) forward overlap. Sidelap shall not be less than thirty percent (30%). Flight lines shall not deviate more than ten percent (10%) from the flight plan location. Sidelap error shall average less than 5 % for optimal coverage.

g. CRAB AND TILT. Crab shall not exceed 3 degrees for a single flight line. Tilt shall not exceed 3 degrees for a single exposure 5 degrees with respect to adjacent photographs. The average tilt for the entire project shall not exceed 1 degree.

h. AERIAL CAMERA. The aerial camera shall be a precision aerial mapping camera (RC-30 or equivalent) equipped with forward motion compensation (FMC) and a low distortion, high-resolution lens. The focal length of the lens shall be 6" with an average weighted area resolution (AWAR) of 90 or greater. The camera shall conform to current <u>ADOR Aerial Photography-Photographic Reproductions</u> Specifications.

i. CALIBRATION REPORT. A USGS camera calibration report, no more than three years old, shall be submitted with the flight plan prior to the photo mission.

j. IMAGE QUALITY. Images on the aerial negatives shall be clear and sharp in detail and free from light streaks, static marks, scratches, and other blemishes. Special care shall be exercised to ensure proper developing and thorough fixing and washing of all film. Special care should be exercised to prevent distorting the film during processing and drying. Digital images shall be balanced to ensure consistent tone, contrast, and shading.

k. FILM TITLING. Each exposure shall be automatically labeled at the edge of the negative just inside the image area at the time of exposure. The labeling shall include the following information as a minimum:

Date of photography

Scale of photography

Montgomery County

Strip Number

Exposure Number

l. DOCUMENTATION

(1) Film Inspection Report will be prepared and made available as requested.

m. HORIZONTAL AND VERTICAL CONTROL. Seller shall use sufficient horizontal and vertical ground control for all photogrammetric mapping associated with this project. All control shall be tied to the US State Plane Coordinate System, Alabama East zone, 1983 North American Datum, and U.S. Survey feet and shall be fully compatible with the County's existing control.

n. AIRBORNE GPS. Seller shall utilize airborne GPS. Sufficient horizontal and vertical control to support the airborne GPS and aerotriangulation solution must be acquired. Flight plans shall indicate the locations of GPS control points collected.

4. SURVEY SPECIFICATIONS

Seller shall utilize Montgomery County's existing monumented ground control provide by seller under a previous contract. The survey shall be sufficient to yield mapping products that meet National Map Accuracy Standards for the appropriate scales (assuming utilization by trained photogrammetrists using film-based, analytical and/or softcopy technology in accordance with standard industry practice). The County reserves the right to obtain data, readings, records, or other information relating to this project from the Seller.

5. COORDINATE SYSTEM

The horizontal control shall be tied to the US State Plane Coordinate System, Alabama East zone, 1983 North American Datum, U.S. Survey feet.

6. DIGITAL ORTHOPHOTOGRAPHY

a. GENERAL REQUIREMENTS. The tiled digital orthophoto images shall have a uniform tone and density for each scale of photography. They shall preserve the clarity and detail of the original negatives to the maximum extent possible and shall, to the maximum extent possible, be free of dust marks, scratches, fog, streaks, stains, and blemishes of any kind. The imagery shall be free of scan lines, double exposures, out-of-focus images, mismatched imagery and inconsistencies in tone and density from one image to an adjacent image that may interfere with the interpretability of ground features or that are aesthetically objectionable. Images shall be edge-matched to appear seamless when referenced together in each respective scale.

b. ACCURACY. All ground level features on the final digital Orthophotos shall meet horizontal National Map Accuracy Standards (NMAS). All remaining inputs and processes (i.e. aerotriangulation control and methodology, scanner calibration, and sensor calibration) used in digital orthophoto production shall be sufficiently accurate to ensure that the final product meets NMAS.

c. DTM/DEM. The Seller shall update the existing DEM surface file that was used for the existing digital orthos to control and generate the new digital orthos.

7. **UPDATE PLANIMETRIC REQUIREMENTS:** Standard Optimal Geomatics collection procedures and **Alabama DOR guidelines will be used for the mapping update**.

a. Building Outline (Roof Top)

1. Minimum size shall be 10'x 10' for the 100' scale area and 20'x 20' for the remainder of the County.
2. Buildings shall be structured with polygonal topology and will contain attribution consistent with the 2006 update mapping.

b. Edges of Pavement

Compile the visible edges of new paved roads as interpreted from the imagery. Traveled ways shall be topologically structured as polygons and shall meet NMAS positional standards in accordance with existing specifications.

c. Hydrography

Compile any new or substantially changed Rivers, streams, lakes, ponds, and dams to meet NMAS positional standards in accordance with existing specifications.

e. **Drive ways**

Compile driveways for any new buildings that are added during this update within the 1"=200' and 1"=400' scale areas. Driveways will be topologically structured as polygons.

CONTOUR INFORMATION

The contour data shall be updated in areas of significant change throughout the County.

OPTIMAL will edit the existing DEM/DTM photogrammetrically and update the contours in areas where a significant physical change in the surface is apparent. Significant change is generally defined as those changes to the terrain associated with earth works. These areas of significant change may include but are not limited to major development, recent construction, re-channeling of drainage features, and other general earthworks. Temporal changes associated with new photography such as water level changes and differences in photogrammetric interpretation are not considered significant changes. Areas of minor change such as localized grading for individual driveways, small decorative ponds, and similar minor terrain variations are also not considered significant changes. Similarly, the terrain associated with temporary surface features that are rapidly changing such as active quarries, areas under construction, and debris piles will not need to be modified to reflect the terrain during the time of flight.

The following contour information shall be included as applicable:

(1) Index Contours
(2) Hidden Index Contours
(3) Depression Index Contours
(4) Hidden Depression Index Contours
(5) Index Contour Label
(6) Intermediate Contours
(7) Hidden Intermediate Contours
(8) Depression Intermediate Contours
(9) Hidden Depression Intermediate Contours

9. CONTRACT DELIVERABLES

At the conclusion of this Project, and as a condition of its completion, Seller shall deliver to the Buyer the following products and information to Montgomery County:

a. Fully Analytical Aerial Triangulation Report
b. Camera Calibration Report
c. Updated Planimetric Files (features listed above in the technical requirements) in ESRI Personal GeoDatabase or shapefile format.
d. Updated 2-foot contours delivered in ESRI Personal GeoDatabase or shapefile format.
e. Updated DTM in either ASCII, ESRI Personal GeoDatabase, or shapefile format.
f. New Color Digital Orthophoto imagery tiled to the County's tiling scheme by scale area (1"=100', 1"=200' and 1"=400') in TIFF/TFW formats.
g. MrSID mosaics at an agreed upon compression ratio tiled as specified above in the Technical Requirements.

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h. Optimal Geomatics will maintain backup copies of digital topography for a period of 1 year at no cost to the County.

10. Schedule

The project is expected to start in December, 2008 and should be complete no later than December 31, 2009.

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Attachment B

PRICE AND PAYMENT

1. PRICE

1.1. Firm Fixed Price for the Work described in **Attachment A - Statement of Work** is **Three Hundred-Seventy - Five Thousand and Four Hundred and Eighty - Three Dollars ($375,483.00)**.

1.2. All amounts stated in this Contract are in US dollars.

1.3. Montgomery County shall not be obliged to reimburse Optimal in excess of the Firm Fixed Price. Optimal shall not be obliged to perform any Work or provide any service that would cause the liability of Montgomery County to exceed the said Firm Fixed Price, unless so authorized in writing by Montgomery County.

1.4. Optimal shall notify Montgomery County as to the adequacy of the Firm Fixed Price and provide a new estimate of cost if, at any time, Optimal considers the funds provided are inadequate for the completion of the Work. It is understood and agreed between the parties that the giving of such notifications and estimates shall not increase Montgomery County's liability for the Work over the above Firm Fixed Price.

2. INVOICING / PAYMENT

2.1. Optimal will issue monthly invoices based on percent complete in a form satisfactory to Montgomery County and be accompanied by such supporting documentation as Montgomery County may reasonably require.

2.2. Invoices shall be deemed valid and accepted unless Montgomery County notifies Optimal within fourteen (14) calendar days after receipt of an Invoice that it cannot accept the Invoice. In that event, reasons for such rejection shall be stated in the Notice of Rejection of Invoice.

2.3. Montgomery County shall pay each Invoice within thirty (30) calendar days of receipt of a satisfactory Invoice.

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ATTACHMENT C

GENERAL TERMS AND CONDITIONS

1. PREVAILING TERMS

1.1. The following terms and conditions identify the minimum requirements. If Purchase Order terms and conditions apply, as provided, the greater of or additional requirements contained in the respective terms and conditions shall apply.

2. INDEPENDENT CONTRACTOR

2.1. Optimal is and shall at all times be an Independent Contractor to Montgomery County during performance under this Contract, and at no time shall be considered an agent, servant, or partner of Montgomery County. All persons employed by Optimal to perform its obligations under the Contract shall be its employees or servants and not the employees, servants, or agents of Montgomery County.

3. SOURCE MATERIALS

3.1. Within seven (7) calendar days of contract signing, Montgomery County will provide Optimal with the Source Materials requested and set out in either Montgomery County's RFP or Optimal's Proposal.

3.2. Should Optimal determine that relevant information is missing from the provided Source Materials and that the missing information is essential for Optimal to be able to proceed with completion of the Work, Optimal will Notify Montgomery County and request direction before proceeding further with the Work. Montgomery County may provide the missing information or authorize Optimal to perform additional work to obtain the missing information. Montgomery County shall not be liable for any additional costs associated with any missing data unless Montgomery County pre-approves such costs in writing.

3.3. Should Optimal discover that the Source Materials contain inaccuracies and that these inaccuracies must be either (1) corrected or (2) new data obtained before Optimal can proceed with the completion of the Work, Optimal will Notify Montgomery County of the inaccuracies and the effect upon its performance of the Work before proceeding further with the Work. Montgomery County may either: (1) replace the defective Source Materials; or (2) increase the amount to be paid to Optimal under the Contract to cover the cost of correcting the inaccuracies; or (3) waive or change the affected requirements and direct Optimal in writing to proceed based on the existing Source Material.

3.4. Montgomery County shall not be liable for any additional costs associated with any inaccurate Source Materials unless Montgomery County pre-approves such costs in writing.

3.5. Any delay in obtaining direction or authorization from Montgomery County will be deemed an excusable delay.

4. TITLE TO GOODS AND SERVICES - RISK OF LOSS

4.1. Except as may otherwise be provided herein, Montgomery County shall acquire title to each and every of the goods and services to be provided by Optimal in this Contract. Optimal warrants that it has good and marketable title to each and every of such goods and services, and that they are and shall be free of and from any claims, liens, charges or encumbrances of any kind. Title to such goods and services shall pass to Montgomery County upon receipt and acceptance at the place or places designated herein.

4.2. The risk of loss to such goods and services shall pass to Montgomery County upon delivery to Montgomery County at the delivery point specified in this Contract.

5. INSPECTION AND ACCEPTANCE

5.1. Optimal shall inspect and test as required in the Contract and maintain records and a system thereof.

5.2. Montgomery County, its representatives, or Client may from time to time wish to view Optimal's performance under the Contract or conduct tests or inspections. Optimal agrees to co-operate fully with such activities and to allow reasonable access to its facilities and those of its subcontractors or Optimals at all reasonable times for these purposes.

5.3. Any inspections, tests, review, or comments by Montgomery County, its representatives, or Client shall in no way relieve Optimal of any of its obligations in the Contract, unless otherwise expressly provided herein and then only to the extent provided.

5.4. If any of the goods and services do not conform to the requirements of this Contract, Montgomery County may, within fourteen (14) days of receipt, reject any or all of the goods and services. If Montgomery County has not rejected the goods and services within fourteen (14) days of receipt thereof the goods and services shall be deemed accepted. Rejected goods may, at the option of Montgomery County, be held for Optimal's disposition instructions or returned to Optimal. Any approval or acceptance by Montgomery County of part of the goods and services shall not relieve Optimal of its obligations. No act of payment by Montgomery County shall be considered an approval or acceptance of any or all of the goods and services.

6. WARRANTIES/GUARANTEES

6.1. Optimal warrants that the goods and services to be provided herein shall:
   a. be new and of commercially reasonable quality where no quality is specified;
   b. conform with the requirements of the Contract and any specifications or drawings incorporated herein; and
   c. be free from defects in workmanship, materials, and design, where design is the responsibility of Optimal.

6.2. If at any time prior to the expiry of NINETY (90) DAYS from the date of the acceptance of the goods or services provided by Optimal the goods or services, or any part thereof, do not in any way conform to the requirements of the Contract, then upon Notice to Optimal by Montgomery County within a reasonable period of time after the discovery thereof, Optimal shall promptly repair, replace, correct or re-perform such defective goods or services to the satisfaction of and at no cost to Montgomery

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County.

6.3. THIS SOLE AND LIMITED WARRANTY, IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO, THOSE RELATING TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FUNCTION AND WHETHER ARISING OUT OF STATUTE, LAW, EQUITY, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE.

6.4. IN NO EVENT SHALL OPTIMAL BE LIABLE FOR ANY CONSEQUENTIAL LOSSES OR DAMAGE INCLUDING LOSS OF PROFIT, DATA, USE, OR CAPITAL, BY MONTGOMERY COUNTY, ARISING HEREFROM.

7. REPORTS AND MEETINGS

7.1. Optimal shall furnish Montgomery County with reports and attend meetings when and as reasonably required by Montgomery County.

8. CHANGES - SUSPENSION

8.1. Montgomery County by Notice through its authorized representative shall at all times have the right to:

a. make changes (Change) hereto including, but not limited to, the goods or services to be provided; the time, place, or method of delivery; design; specifications; or drawings; or

b. suspend performance by Optimal (Suspension) herein, whereupon Optimal shall promptly comply with such Suspension as required; place no further orders or subcontracts; make all reasonable efforts to obtain suspension terms favourable to Montgomery County; and use its personnel and facilities so as to minimize costs associated with the Suspension.

8.2. If Optimal believes any instruction, interpretation, or decision by Montgomery County affects its performance obligations herein and should be considered a Change, it may within ten (10) working days of receipt thereof, give written Notice to Montgomery County's authorized representative of the effect upon Optimal's performance obligations. Receipt of such Notice by Montgomery County or acquiescence thereto shall not be construed as a Change. In no event shall any instruction, interpretation or decision by Montgomery County that results from an error, mistake, or omission of Optimal in the provision of goods or services herein be considered as a Change.

8.3. If any Change or Suspension results in an alteration to the cost of or time required for Optimal performance herein, an equitable adjustment will be made and the Contract amended accordingly. Optimal shall continue performance of its obligations herein during the period of Change or Suspension until such equitable adjustment is made. In no event shall any alteration, modification or other change to the Contract have effect or be binding upon either party unless in writing and signed by both parties.

8.4. If Montgomery County fails to make payments to Optimal in accordance with the terms of this Contract, Optimal may suspend performance hereunder until all amounts owing have been paid.

9. TERMINATION

9.1. Either Party may at any time and without cause, upon thirty (30) days Notice to the Other Party, terminate all or a portion of the Contract. Rights and obligations of the parties which may have accrued or arisen to the time of termination shall not be affected thereby. Optimal shall be paid for all work delivered and accepted in accordance with the Contract, the fully burdened cost of any work not completed or delivered up until the time of termination and reasonable costs of terminating the work plus overheads and a reasonable profit thereon.

9.2. Upon default by Optimal of any material term, condition, covenant or agreement to the Contract, and upon Optimal's failure to cure such default within thirty (30) days of written Notice thereof, Montgomery County may terminate all or a portion of this Contract. Optimal shall be paid for all Work delivered to and accepted by Montgomery County prior to the termination. Deemed acts of default by Optimal shall include but not be limited to:

a. Optimal ceasing to carry on its business in the ordinary course; or,
b. insolvency or bankruptcy of Optimal, or the making of a general assignment for the benefit of creditors; or,
c. an order of receivership, or for the liquidation or winding up of Optimal; or,
d. the appointment of a Custodian, Receiver or Manager or similar person in respect of Optimal.

9.3. Upon default by Montgomery County of any material term, condition, covenant or agreement to the Contract, and Montgomery County's failure to cure such default within thirty (30) days of written Notice thereof, Optimal may terminate all or a portion of this Contract. Deemed acts of default by Montgomery County shall include but not be limited to:

a. Montgomery County ceasing to carry on its business in the ordinary course; or,
b. insolvency or bankruptcy of Montgomery County, or the making of a general assignment for the benefit of creditors; or,
c. an order of receivership, or for the liquidation or winding up of Montgomery County; or,
d. the appointment of a Custodian, Receiver or Manager or similar person in respect of Montgomery County.

10. EXCUSABLE DELAYS

10.1. A party hereto shall not be in default under the Contract from any failure to perform hereunder if such failure arises from causes beyond the control of and without the fault or negligence of such party. Such causes include but are not limited to: acts of God or of the public enemy; acts of Government in either its sovereign or contractual capacity (including but not limited to export/import control); fire; flood; strike; epidemic; quarantine restrictions; freight embargo; or unusually severe weather. The affected party shall immediately give Notice to the other, including all relevant information available, that any such actual or potential cause is delaying or threatens to delay the timely performance of the Contract.

11. COMPLIANCE WITH LAW

11.1. Optimal shall comply at all times with all federal, state, county, provincial, municipal or local laws and regulations.

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12. CONFIDENTIAL INFORMATION

12.1. Both parties agree to:
   a. receive and maintain as proprietary and confidential, any Confidential Information of the other party; and
   b. to protect same from disclosure to others or from use, by itself or others, for any purpose inconsistent with this Contract without the prior written consent of the providing party.

12.2. Confidential Information shall include information or property falling within the scope of a party's patents, copyright, trade secrets, technical data, know-how, or business information conveyed in written, graphic or other permanent tangible form; or if oral, if promptly reduced to a permanent tangible form, and shall also include all information received by a party under an obligation of secrecy or confidentiality, but shall not include information which:
   a. was already known to the receiving Party without an obligation of secrecy at the time of disclosure under this Contract; or
   b. is lawfully in the public domain at the time of disclosure under this Contract, or becomes lawfully within the public domain but only after such time; or
   c. after disclosure is lawfully obtained by the receiving party from another source without restriction on disclosure.

12.3. The provisions contained within this Article, shall survive termination of the Contract for any reason whatsoever for ten (10) years from the effective date of this Contract.

13. SUBCONTRACTS/PURCHASE ORDERS

13.1. Nothing contained herein shall prevent Optimal from employing independent contractors, consultants, associates and/or subcontractors to assist in the performance of the Services. Optimal agrees to preserve and protect the rights of the parties hereto in any subcontracts or purchase orders for the provision of any portion of the goods or services required hereunder. Optimal is not obliged to seek Montgomery County's consent to subcontracts. Optimal shall have sole discretion in the choice of contractors, consultants, associates and/or subcontractors or whether to permit the subcontracting of any portion of the work at any tier.

14. INDEMNITY FOR PATENT INFRINGEMENT

14.1. Optimal shall defend, indemnify and save harmless Montgomery County or its Client from and against all damages, costs and expenses, including attorneys' fees and costs either may sustain, pay, or incur as a result of any cause, action, suit, proceeding or claim brought against Montgomery County or its Client as a result of the sale or use of the goods or services provided by Optimal under this Contract and based upon actual or alleged infringement of any letters patent, copyright, trade secret, or trademark, or proprietary rights of others. Montgomery County will provide Optimal with timely written Notice of any such claim, and will co-operate fully with Optimal in furtherance of Optimal obligations herein. Optimal obligations herein shall not apply to Montgomery County-provided designs or specifications.

15. LIABILITY AND INDEMNIFICATION

15.1. Optimal shall indemnify and save harmless Montgomery County from and against all manner of actions, proceedings, claims, demands, losses, costs, damages, and expenses whatsoever which may be brought or made against, or which Montgomery County may sustain, pay or incur, as a result of or in connection with the performance or non-performance of the Contract in whole or in part by Optimal, whether in contract, tort or otherwise.

15.2. Montgomery County shall provide Optimal with timely written Notice of any such claim, and will provide all relevant information and co-operate fully with Optimal in furtherance of Optimal's obligation herein.

15.3. IN NO EVENT SHALL OPTIMAL BE LIABLE FOR LOSS OF PROFITS, LOSS OF REVENUE, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

15.4. Notwithstanding any other provisions of this Contract, Optimal's liability under this contract shall be limited to the lesser of the amount paid under this Contract or one million dollars ($1,000,000.00).

16. INSURANCE

16.1. Optimal shall maintain in force during the term of this Contract insurance with the following minimum limits:
   a. $1,000,000 General Liability
   b. $1,000,000 Automobile Liability
   c. $1,000,000 Professional Liability (Errors & Omissions)
   d. $2,000,000 Aviation/Aircraft Liability (if aerial data acquisition is part of the contract)
   e. Worker's Compensation as required in any jurisdiction in which work is to be performed

16.2. If requested by Montgomery County, within ten (10) days of the execution of the Contract or Notice to Proceed, Optimal shall provide Montgomery County with a certificate of insurance:
   a. showing evidence of the above coverage;
   b. showing Montgomery County as an Additional Insured;
   c. providing for a minimum of thirty (30) days prior written notice to Montgomery County of any cancellation or material alteration to any coverage.

17. NOTICES

17.1. Any Notice herein by one party to the other shall be in writing and shall be submitted to those persons as directed in the Agreement.

18. DISPUTES

18.1. In the event of a dispute arising out of or relating to this Contract, the parties shall attempt to settle the matter amicably at the working level. Where the parties are unable to resolve the dispute, either party may by Notice setting out the particulars of the dispute, refer the matter to the senior management of the parties. If senior management cannot resolve the dispute within

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thirty (30) days of the Notice of Dispute the dispute shall be referred to arbitration. Any such arbitration will be conducted in accordance with the rules of the and shall be conducted by a single arbitrator, in English, in Montgomery County, Alabama. The parties agree to be bound by the decision of the arbitrator. The costs of the arbitration shall be apportioned between the parties, or against one or more of the parties, as the arbitrator may decide.

19. WAIVER

19.1. Waiver by either party of the strict performance of any term, condition, covenant, or agreement in the Contract shall not of itself constitute a waiver of or abrogate such term, condition, covenant or agreement, nor be a waiver of any subsequent breach of same, or of any other term, condition, covenant or agreement.

20. HEADINGS

20.1. Headings to any of the provisions of the Contract are for convenience only and shall not have the effect of modifying, amending, or altering any provision of the Contract.

21. SEVERABILITY

21.1. If any provision of the Contract is held to be invalid in whole or in part, the remainder of the Contract or of such provision, as the case may be, and the application thereof, shall not be affected thereby.

22. LAW OF CONTRACT

22.1. The laws of the Alabama shall govern the legal obligations of the parties and the interpretation of the Contract. The parties agree that the UNCITRAL rules are not applicable to this contract.

23. ASSIGNMENT

23.1. Neither the Contract nor any rights or obligations contained herein may be assignedmor otherwise transferred in whole or in part by Optimal without the prior written consent of Montgomery County except as noted in Article 13 above. Such consent shall not be unreasonably withheld.

24. REPRESENTATIVES, SUCCESSORS AND ASSIGNS

24.1. Each and every of the provisions contained in this Contract on the part of either party shall apply to and enure to the benefit of and bind their respective legal representatives, successors and assigns.

25. TAXES/DUTY

25.1. Unless expressly included herein, prices for goods and services are exclusive of all sales, use and like taxes, value, value added, or business transfer taxes, customs or import/export duties and excise taxes; and any such taxes or duties required by law shall be paid by Montgomery County.

26. PUBLICITY

26.1. Both parties acknowledges and accept that the other Party's name shall not be disclosed for purposes of advertising, including but not limited to press releases, brochures, photographic coverage, or verbal announcements concerning this Contract and/or any subsequent agreement, without the express written permission of the other party.

27. COUNTER PARTS

27.1 This agreement may be signed in any number of counterparts, each of which when taken together, shall constitute a fully executed original signed by both parties.

28. ENTIRETY OF CONTRACT

28.1. The Contract together with all Attachments and Appendices attached hereto or incorporated herein by reference comprise the entire agreement between the parties and supersedes all other previous statements, representations, or agreements, whether oral or written. [Rev. 2007-11-16]

END OF DOCUMENT

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JM

CARDWELL CORPORATION

P. O. BOX 240008 PHONE (334) 396-7088
MONTGOMERY, AL 36124 FAX (334) 396-7089

November 3, 2008

Mr. James Kelly, P.E.
Montgomery County Engineering Dept.
P. O. Box 1667
Montgomery, AL 36102

RE: Pike & Vaughn Road
Montgomery County

Dear Mr. Kelly:

Please find enclosed a signed copy of the Supplemental Agreement Number One.

Sincerely,

Blake Masingill

BM/lhs

Enclosure

2008 NOV -5 A 9:0[illegible]

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Supplemental Agreement No. 1

MONTGOMERY COUNTY COMMISSION **Date: October 28, 2008**
MONTGOMERY, ALABAMA

This agreement is made and entered into by and between the Montgomery County Commission by and through its Engineering Department and Cardwell Corporation, Contractor, as an amendment to a contract made between the Montgomery County Commission and the Contractor on the 25th day of March 2008, for the construction of Intersection Improvements at Pike and Vaughn Road in Montgomery County, Alabama; and whereas Travelers Casualty & Surety Company of America is Surety therefor; Witnesseth: **WHEREAS**, certain items of construction encountered necessary to the project are not covered by the original contract on the above project, and in keeping with Section 23-1-60, Code AL, 1975, the following items of work, constitute that which is to be performed by the contractor under this Supplemental Agreement, to-wit:

ADD TO THE ORIGINAL CONTRACT

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
260A-002	Cement Mortar Flowable Backfill, Mix 3	10 CUYD	$400.00/CUYD	$4,000.00
424A-365	Superpave Bituminous Concrete Wearing Surface Layer, Patching, 1" Max. Agg. Size Mix, ESAL Range C/D	30 TON	$150.00/TON	$4,500.00

TOTAL= $8,500.00
NET INCREASE =$8,500.00

Any and all certifications and warrants to the original agreement are hereby made applicable to this Supplemental Agreement by reference.

In consideration of the changes set forth in this Supplemental Agreement, a time extension of 0 working days is granted for completion of the project. **NOW, THEREFORE**, the parties to the original contract above mentioned do hereby agree that the original contract be and is hereby amended by this Supplemental Agreement consisting of the above mentioned items of work and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract on the above project to be performed under the Specifications thereof, and that the original contract including amendments thereto, if any, is in full force and effect except so far as it is amended by this Supplemental Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by those persons duly authorized to execute same, to be effective upon its approval by the Chairman of the Montgomery County Commission.

RECOMMENDED BY: ______________________
George C. Speake, P.E.
County Engineer

ACCEPTED BY: ______________________
Cardwell Corporation
Contractor

APPROVED BY: ______________________
Todd Strange, Chairman
Montgomery County Commission

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Addendum Number One (1)
Financial Settlement Memo of Understanding

This Memo of Understanding is between GovDeals, Inc. (GovDeals) having its principal place of business at 5907 Carmichael Place, Montgomery, Alabama 36117 and Montgomery County Commission (Client) having its principal place of business at 100 South Lawrence Street, P.O. Box 1667, Montgomery, Alabama 36104-4209.

It is understood that GovDeals and the Client presently operate under an approved Agreement allowing the Client to post and sell surplus equipment on the GovDeals Auction site. Under this Agreement, the Client collects its own auction proceeds from the winning Bidder and pays GovDeals a fee based on a predefined fee schedule.

It is understood the Client wants GovDeals to collect all monies due the Client from the winning Bidder and remit the auction proceeds to the Client.

It is understood GovDeals will charge the winning Bidder a 5% Buyer's Premium based on the final sale price of all items sold. The Buyer's Premium will help offset the costs of electronic funds collection, funds reconciliation, charge backs and remittance of funds to the Client.

It is understood the Client is not allowed to charge the winning Bidder an additional "Buyer's Premium."

It is understood GovDeals will collect all auction proceeds from the winning Bidder, including the 5% "Buyer's Premium" through PayPal, Credit Card and Wire Transfer.

It is understood the Client will not release a piece of equipment to the winning Bidder until the Client has received verification from GovDeals that payment has been received from the winning Bidder.

It is understood GovDeals will remit all funds collected, less the 5% Buyer's Premium to the Client on a weekly basis for all items marked in the Client's online account (CAS) as "Paid For/Picked Up."

It is understood prior to an item being released to the winning Bidder the Client will ensure the winning Bidder or his/her agent has signed a "Bill of Sale" with a notation that the item is sold "As Is, Where Is and without Warranty." The Bill of Sale must be printed from the Client's assigned account with GovDeals.

It is understood no monies will be remitted to the Client for any equipment released without verification from GovDeals of approved payment from the winning Bidder through PayPal, Credit Card or Wire Transfer.

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It is understood the Client will not collect any funds directly from the winning Bidder and if requested to do so, the Client should refer the winning Bidder directly to GovDeals for payment instructions.

It is understood GovDeals will absorb all cost of Charge Backs by PayPal or a Credit Card Company if an item is released after proper payment notification is received by the Client from GovDeals and a signed Bill of Sale is received from the winning Bidder by the Client.

It is understood that a GovDeals Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement feature and provide ongoing support as needed by GovDeals. There are no additional costs to the Client for this training and support.

It is also understood that GovDeals is covered by a Crime Insurance Policy with a limit of $5,000,000.00 that will protect the Client against any loss of funds.

Approved for Client:	Approved for GovDeals:
______________________________	______________________________
______________________________	______________________________
Title Date	Title Date

<u>Please complete payment instructions below</u>:

Accounting Contact: ______________________________ Name and Title

Phone Number: ______________________________

Make check Payable to: ______________________________ Client's Legal Name

Mail Check to: ______________________________ Street Address or P.O. Box Number

______________________________ City, State and Zip Code

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Agenda

NOV 12 2008

ROBERT E.L. GILPIN
RICHARDSON B. MCKENZIE III
GEORGE W. THOMAS
JOHN WARD WEISS
ROBERT M. RITCHEY
SIMEON F. PENTON
CARLA COLE GILMORE
DAVID B. HUGHES
JOHN A. HOWARD, JR.
DAVIS H. SMITH

JOHN LITTLE
D. BRENT WILLS
SARAH S. JOHNSTON
S. REAGAN RUMSEY
JENNY R. WILSON
CLINTON D. GRAVES
OF COUNSEL:
SAMUEL KAUFMAN
GREGG B. EVERETT

KgM KAUFMAN | GILPIN | MCKENZIE
KAUFMAN.GILPIN.MCKENZIE.THOMAS.WEISS, PC

DIRECT DIAL: (334) 409-2236
E-MAIL: RGILPIN@KGMLEGAL.COM

November 3, 2008

VIA HAND DELIVERY
Mr. Donald L. Mims
Montgomery County Commission
100 South Lawrence Street, 3rd Floor
Montgomery, Alabama 36104

Re: Proposed Amendment to Funding Agreement for School Projects
Montgomery County, Alabama
General Obligation Warrants, Series 2007
Our File No. 3834.1001

Dear Donnie:

As circulated at the informal work session on October 28, 2008, enclosed is the proposed amendment to the Project, Funding and Cooperation Agreement by and among the City of Montgomery (the "City"), The Board of Education of Montgomery County (the "BOE") and the Montgomery County Commission (the "Commission") dated February 1, 2007 (the "Funding Agreement"). The amendment to the Funding Agreement is being proposed by the BOE in order to make changes to the construction schedules for the respective school projects set for in the Funding Agreement.

The proposed changes to the Funding Agreement consist of amending the list of Priority 1 Projects set forth on Exhibit "C" to the Funding Agreement, with such proposed changes amending the projected completion dates for seven of the nine listed Projects. There are no substantive changes proposed to the Funding Agreement, or any other proposed amendments other than the amendments made relating to the priority of and projected completion dates for the Priority 1 Projects listed on Exhibit "C."

If the County Commission approves of the proposed amendment to the Funding Agreement, then the Chairman of the County Commission is authorized pursuant to Section 1.2 to execute the proposed amendment on behalf of the County Commission.

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The County Commission discussed this proposed amendment to the Funding Agreement at its Work Session on October 28, 2008. It is my understanding that they will consider it for adoption at the County Commission's regularly scheduled meeting on November 12, 2008.

I plan to attend the next meeting.

If you have any questions concerning any of the above, please do not hesitate to contact me.

Yours very truly,

KAUFMAN GILPIN MCKENZIE THOMAS WEISS, PC

Robert E.L. Gilpin

SRR/RELG:bsh
Enclosure

H:\WDOX\CLIENTS\3834\1002\00134267.WPD

8-2

FIRST AMENDMENT TO PROJECT, FUNDING AND COOPERATION AGREEMENT

THIS FIRST AMENDMENT TO PROJECT, FUNDING AND COOPERATION AGREEMENT (the "Amendment") is hereby made and entered into as of the _____ day of _______________, 2008 by and among the **CITY OF MONTGOMERY,** an Alabama municipal corporation ("City"), the **BOARD OF EDUCATION OF MONTGOMERY COUNTY**, a public instrumentality organized under the laws of the State of Alabama ("BOE"), and the **MONTGOMERY COUNTY COMMISSION**, an Alabama political subdivision ("County").

RECITALS:

A. The City, County and BOE are parties to that certain Project, Funding and Cooperation Agreement dated as of the first day of February, 2007 (the "Agreement"), under and pursuant to which the City and County agreed to fund a portion of the capital costs for the acquisition, construction and renovation of certain schoolhouse projects more particularly described in Exhibit C attached to and made a part of the Agreement, upon and subject to the terms and conditions therein contained. Capitalized terms that are used but not otherwise defined in this Amendment shall have the same meanings are said terms are defined in the Agreement.

B. Exhibit C attached to the Amendment contains a list of the schoolhouses and educational facilities projects to be undertaken and funded, in whole or in part, on the terms and subject to the conditions contained in the Agreement. Section 1.2 of the Agreement provides in part that "the selection of projects to be undertaken and funded under this Agreement may be amended from time to time hereafter in a writing or writings signed by each of the City Representative, the County Representative and the BOE Representative, with such writing stating its amendatory effect as to the description of the projects contained herein (such list of projects as amended from time to time is referred to herein as the 'Projects')".

C. The City, County and BOE have agreed to amend the list of Projects and now desire to enter into this Amendment pursuant to and in accordance with Section 1.2 of the Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, the City, County and BOE, intending to be legally bound, do hereby mutually covenant and agree as follows:

1. The parties do hereby adopt the above Recitals and incorporate same as a part of this Agreement.

2. Exhibit C attached to the Agreement is hereby deleted in its

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entirety, and Exhibit C-1 attached hereto is hereby substituted in lieu thereof. The parties acknowledge and agree that this Amendment has the effect of amending the description of the Projects subject to the terms and provisions of the Agreement.

3. The City, County and BOE do hereby ratify, approve and confirm the Agreement as amended hereby.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands on and as of the date first above written.

"**CITY**"

CITY OF MONTGOMERY

By: ___________________________________

As Its Mayor and City Representative

"**BOE**"

THE BOARD OF EDUCATION OF
MONTGOMERY COUNTY

By: ___________________________________

As Its Superintendent and BOE Representative

"**COUNTY**"

MONTGOMERY COUNTY COMMISSION

By: ___________________________________

As Its Chairman and County Representative

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EXHIBIT “C-1”
LIST OF PRIORITY 1 PROJECTS

1.	Pintlala Elementary School	2009-2010 Phased Completion
2.	New East Elementary School	2009 Completion
3.	Davis Elementary School	2010 Completion
4.	Dalraida Elementary School	2009 Completion
5.	Floyd Elementary School	2009-2010 Phased Completion
6.	Bellingrath Middle School	2010 Completion
7.	New East Middle School	2009 Completion
8.	Catoma Elementary School	2007 Completion
9.	Carver High School	2010 Completion

GOODWYN, MILLS AND CAWOOD, INC.

October 27, 2008

Agenda

NOV 12 2008

Steve Cawood, PE
David B. Reed, PE, PLS
William E. Wallace, AIA
Galen Thackston, PE
Jeffrey A. Brewer, AIA

John W. Belk, Jr., VP Marketing
George T. Goodwyn, PE, PLS
Derril Strickland, PE
Euel Screws, 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 Averrett, PE
Alecia Brightwell, PE
Tim Johnson, PE
Max Vaughn, PE
Kerry Henry, PE
Jeff Bridges, PE

Lee Walters, PWS
James Robinson, PG
David Hamilton, CPESC
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

Mr. Donald L. Mims
County Administrator
MONTGOMERY COUNTY COMMISSION
100 S. Lawrence Street, 3rd Floor
Montgomery, AL 36104

RE: **15' WATER MAIN EASEMENT**
MONTGOMERY INDUSTRIAL PARK

PROJECT: **WATER MAIN RELOCATION**
ALONG ALABAMA HIGHWAY 126
MONTGOMERY INDUSTRIAL PARK
MONTGOMERY COUNTY COMMISSION
GMC PROJECT NO. 5-7-093)

Dear Charles:

Enclosed for your review and further execution is one (1) copy of the easement document prepared by the Water Works & Sanitary Sewer Board of the City of Montgomery for the referenced easement. Should you find all in order, please have Chairman Strange execute in all appropriate section, attest and forward the legal instrument back to my attention for further handling with the Board.

Should you have any questions, please call.

Sincerely,
GOODWYN, MILLS AND CAWOOD, INC.

Jeffrey A. Harrison

Jeffrey A. Harrison, P.E.
JAH/jah

Enclosure

xc: Ms. Keverly Daniel; MWWSSB
File 5-7-093 COR

2008 OCT 28 AM 11:57

O:\Projects\Montgomery County Comm\57093 MIP Hwy 126 Widening and Water Relocation\01 Correspondence\Mims 1 Easement Document.doc

Engineering Architecture Environmental Landscape Surveying Geotechnical Planning
Offices in Alabama, Florida, South Carolina and Tennessee
2660 EastChase Lane, Suite 200 Montgomery, AL 36117 Tel 334.271.3200 Fax 334.272.1566 gmcnetwork.com

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THE WATER WORKS AND SANITARY SEWER BOARD

OF THE

CITY OF MONTGOMERY

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT the undersigned **Montgomery County Commission** (hereinafter "Grantor"), for and in consideration of the sum of ten and no/100 dollars ($10.00) and other good and valuable consideration this day in hand paid by **The Water Works and Sanitary Sewer Board of the City of Montgomery**, a public corporation (hereinafter "Grantee"), the receipt whereof Grantor does hereby acknowledge, does hereby GRANT, BARGAIN, SELL, and CONVEY unto the Grantee, its successors and assigns, exclusive permanent easements (as shown on the attached Exhibit "A," which is incorporated herein and made a part hereof by reference), for the purpose of constructing, installing, accessing, and maintaining its water and wastewater mains, lines, equipment, property, and appurtenances, in, over, along, under, and across the following described property located in the County of Montgomery, State of Alabama, to-wit:

15' Sewer Easement
Industrial Park Blvd. Turn Lanes
ALDOT Project

Easement No. 1

Commence at a found 5/8" rebar GMC Cap No. CA00156, lying at the Southwest corner of Lot 10, Montgomery Industrial Park Plat No. 2, as recorded in the Judge of Probate Office, Montgomery County, Alabama in Plat Book 50, Page 37; thence run South 01° 27' 42" East, 35.38 feet to a point lying in a curve on the North side of a new 15' Montgomery Water Works & Sanitary Sewer Easement, said point being the Point of Beginning; thence run along said curve to the right with a radius of 11645.16 feet, a chord of South 82° 11' 23" East, 335.79 feet to a point; thence leaving said North line run South 49° 12' 40" West, 19.76 feet to a point lying in a curve on the North right-of-way of Alabama Highway 126 overlapping right-of-way Interstate 85; thence run along said curve to the left with a radius of 11637.66 feet, a chord of North 82° 12' 57" West, 320.28 feet to a found 5/8" rebar GMC Cap No. CA00156; thence leaving said North right-of-way run North 01° 27' 42" West, 15.16 feet to the Point of Beginning.

Said described easement lying and being situated in the South half of Section 12, Township 16 North, Range 19 East, Montgomery County, Alabama and contains 0.11 acres (4918.79 SF.) more or less.

Easement No. 2

Commence at a point lying at the intersection of the East right-of-way of Industrial Park Boulevard, as recorded in the Office of the Judge of Probate, Montgomery County, Alabama in Plat Book 50, at Page 14, and the North right-of-way of Alabama Highway 126 overlapping right-of-way Interstate 85; thence run along said North right-of-way South 81° 14' 13" East, 24.49 feet to a found 5/8" rebar GMC Cap No. CA00156, said point being the Point of Beginning; thence leaving said North right-of-way run North 43° 28' 12" West, 24.49 feet to a point lying on the North side of a new 15' Montgomery Water Works & Sanitary Sewer easement; thence run along said North line run South 81° 14' 13" East, 372.27 feet to a point; thence run South 01° 05' 06" East, 15.22 feet to a point lying on the North right-of-way of said Alabama Highway 126; thence run along said North right-of-way North 81° 14' 13" West, 355.51 feet to the Point of Beginning.

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Said described easement lying and being situated in the South half of Section 12, Township 16 North, Range 19 East, Montgomery County, Alabama and contains 1.19 acres (5458.31 SF.) more or less.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, **FOREVER.**

Grantor understands and agrees that no buildings or structures of any type, with the exception of pavement to be used for public or private streets, roads, and/or parking, may be erected upon said land in, over, along, under,, and across which said permanent easement is granted.

IN WITNESS WHEREOF, the undersigned Grantor has executed this conveyance, on this the _______ day of ________________, 2008.

GRANTOR:

MONTGOMERY COUNTY COMMISSION,

(SEAL)

By: ______________________________

Print Name: ______________________________
As Its: ______________________________

ATTEST:

By: ______________________________

Print Name: ______________________
As Its: __________________________

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

I, ______________________, a Notary Public in and for said County in said State, hereby certify that __________________________ and __________________________ whose names as ______________________________ and ______________________________, of the **Montgomery County Commission**, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this ___ day of ________________, 2008.

(SEAL)

____
Notary Public
My Commission Expires: _____________

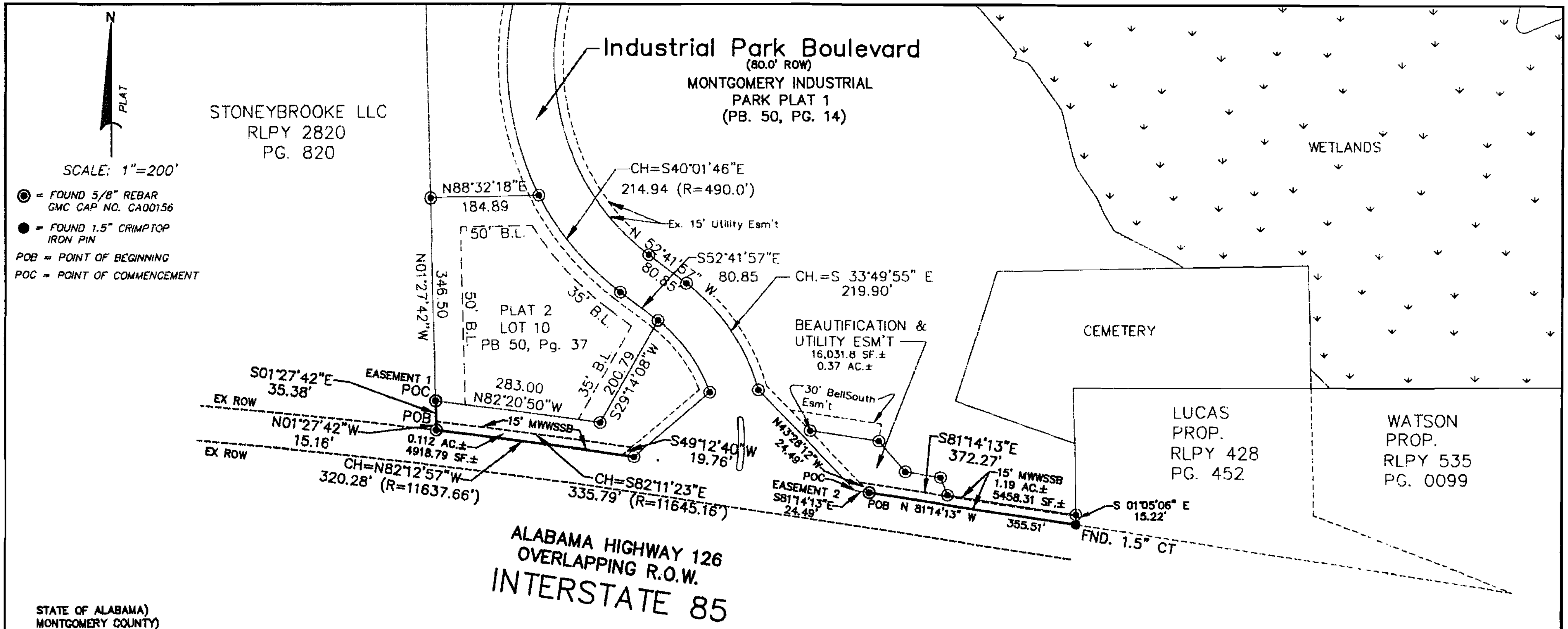
THIS INSTRUMENT PREPARED BY:
TIM GALLAGHER, ESQ.
SASSER, SEFTON, CONNALLY, TIPTON & DAVIS, P.C.
Post Office Box 242127
Montgomery, Alabama 36124-2127
(334) 532-3400

THE PREPARER HAS SERVED AS SCRIVENER ONLY AND HAS NOT PROVIDED ANY TITLE WORK.

9-3

EXHIBIT

A



STATE OF ALABAMA)
MONTGOMERY COUNTY)

LEGAL DESCRIPTION

15'MONTGOMERY WATER WORKS & SANITARY SEWER EASEMENT

EASEMENT 1

COMMENCE AT A FOUND 5/8"REBAR GMC CAP NO. CA00158, LYING AT THE SOUTHWEST CORNER OF LOT 10, MONTGOMERY INDUSTRIAL PARK PLAT NO. 2, AS RECORDED IN THE JUDGE OF PROBATE OFFICE, MONTGOMERY COUNTY, ALABAMA IN PLAT BOOK 50, PAGE 37; THENCE RUN S 01°27'42"E, 35.38 FEET TO A POINT LYING IN A CURVE ON THE NORTH SIDE OF A NEW 15'MONTGOMERY WATER WORKS & SANITARY SEWER EASEMENT, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN ALONG SAID CURVE TO THE RIGHT WITH A RADIUS OF 11645.16 FEET, A CHORD OF S 82°11'23"E, 335.79 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE RUN S 49°12';40"W, 19.76 FEET TO A POINT LYING IN A CURVE ON THE NORTH RIGHT OF WAY OF ALABAMA HIGHWAY 126 OVERLAPPING RIGHT OF WAY INTERSTATE 85; THENCE RUN ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 11637.86 FEET, A CHORD OF N 82°12'57"W, 320.28 FEET TO A FOUND 5/8"REBAR GMC CAP NO. CA00158; THENCE LEAVING SAID NORTH RIGHT OF WAY RUN N 01°27'42"W, 15.16 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED EASEMENT LYING AND BEING SITUATED IN THE SOUTH HALF OF SECTION 12. T-16-N, R-19-E, MONTGOMERY COUNTY, ALABAMA AND CONTAINS 0.11 ACRES (4918.79 SF.) MORE OR LESS.

EASEMENT 2

COMMENCE AT A POINT LYING AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF INDUSTRIAL PARK BOULEVARD, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MONTGOMERY COUNTY, ALABAMA IN PLAT BOOK 50, AT PAGE 14, AND THE NORTH RIGHT OF WAY OF ALABAMA HIGHWAY 126 OVERLAPPING RIGHT OF WAY INTERSTATE 85; THENCE RUN ALONG SAID NORTH RIGHT OF WAY S 81°14'13"E, 24.49 FEET TO A FOUND 5/8"REBAR GMC CAP NO. CA00156, SAID POINT BEING THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH RIGHT OF WAY RUN N 43°28'12"W, 24.49 FEET TO A POINT LYING ON THE NORTH SIDE OF A NEW 15'MONTGOMERY WATER WORKS & SANITARY SEWER EASEMENT; THENCE RUN ALONG SAID NORTH LINE RUN S 81°14'13"E, 372.27 FEET TO A POINT; THENCE RUN S 01°05'06"E, 15.22 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY OF SAID ALABAMA HIGHWAY 126; THENCE RUN ALONG SAID NORTH RIGHT OF WAY N 81°14'13"W, 355.51 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED EASEMENT LYING AND BEING SITUATED IN THE SOUTH HALF OF SECTION 12. T-16-N, R-19-E, MONTGOMERY COUNTY, ALABAMA AND CONTAINS 1.19 ACRES (5458.31 SF.) MORE OR LESS.

9-4

Agenda

NOV 12 2008

STATE OF ALABAMA, ALCOHOLIC BEVERAGE CONTROL BOARD, MONTGOMERY, ALABAMA

Date Refused
By

TYPE APPLICATION

050 - Retail Beer - (Off Premises Only)

Date Approved
By

Name of Applicant (s) **LEMORIS STINSON**

Circle One: [✓ Ind.] Part. Assoc. Corp. LLC

Name and address of individual, partners and members, association, corporate officers, etc.,:

Name	D.L. # Title	Date of Birth Place of Birth	Present Residence Address	Length at Residence
LEMORIS STINSON	AL 2707995 Owner	06/12/1949 MONTGOMERY, AL	215 WILLIAMS STINSON ROAD PIKE ROAD, AL 36064	10 YRS

Corporate Information: N/A (Enter book and page or document info.) Date N/A (Incorporation or Authority) County N/A

Trade Name **WAUGH GROCERY**

Location 12844 HWY 80 EAST PIKE ROAD, AL 36064 County MONTGOMERY

Mailing Address P.O. BOX 242727 MONTGOMERY, AL 36124
(Include Street or Post Office Box Address, City, State, and Zip Code)

☒ Previous Licensee Information ☐ Transferee

Licensee Name LEMORIS STINSON Type 050/070 Year 2007-2008

Trade Name WAUGH GROCERY License Number N/A

Location (location transfer only) N/A

Has applicant complied with ABC Regulation # 20-X-5-.14 regarding financial responsibility? [✓ Y] N

Does the ABC Board have any actions pending against the current licensee? (If Yes, explain in Investigation Section) Y [✓ N]

Has ANYONE, including manager or applicant, had a Federal/State permit or license suspended, revoked or declined? Y [✓ N]

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended or revoked? Y [✓ N]

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? [✓ Y] N

These premises are located in the : Corporate Limits Police Jurisdiction of WAUGH , Alabama (Enter N/A if not located in either)

Are any of the applicants, whether individual, member of partnership or association, or officers and directors of corporation or the corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this Act? Y [✓ N]

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage or distilled liquors permit or license issued under authority of this Act? Y [✓ N]

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate of another licensee, or from any firm, association or corporation operating under or regulated by the authority of this Act? Y [✓ N]

What is the applicants' primary source of funding? ☐ Loan ☐ Inheritance ☒ Individual(s) ☐ Business ☐ Other (explanation attached)

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of ANY law violation? Y [✓ N]

(If Yes, explain in Investigation Section) **Signature of applicant** Lemoris Stinson

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him in connection with said licensed premises. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA

COUNTY OF MONTGOMERY

Signed Lemoris Stinson

Title Owner **Date** 10/02/2008

The undersigned LEMORIS STINSON
(Name of applicant or member if Partnership or Association of Name and Title of Officer, if a Corporation)
applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Sworn to and subscribed before me this 3th day of October , 2008

Signature of Notary Public
Notary Public, State at Large My commission expires 1/31/09

Signature of Affiant

Business Phone (334) 396 - 4432
Home Phone (334) 277 - 8903
Other (334) 202 - 1598

(For Central Office Use Only) License No. Date of Issue Amount of fees Total

10-1

GENERAL APPLICATION INFORMATION

Contact Person: LEMORIS STINSON

Phone Numbers: Home: (334) 277-8903 Business: (334) 396-4432

Fax: ______ Pager: ______ Other: (334) 202-1598

Internet/Web Address: ______ Email Address: ______

Does the premises have a fully equipped and operational kitchen? Y N [✓ NA]

Does the establishment have restroom facilities? [✓ Y] N

Is place of business habitually and principally used for providing food to the public? Y N [✓ Snacks Only] NA

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? Y [✓ N]

Will this business be operated PRIMARILY as a package store? Y [✓ N]

If a COMMON CARRIER, does each vehicle seat 10 or more persons? Y N [✓ NA]

INVESTIGATION SECTION OF APPLICATION (To be completed by Investigating ABC Agent)

Will applicant engage in the sale of tobacco products? [✓ Y] N **If yes, type of business:** 41 - Convenience Store

Number of tobacco vending machines present: n/a

Will applicant engage in the sale of products containing ephedrine or pseudo-ephedrine? [✓ Y] N **(Benadryl, Claritin, Motrin, Sudafed, etc.)**

Neighborhood Investigation waived in accordance with Application Guidelines ☒

Building seating capacity ______ License premises includes patio area Y [✓ N]

Building Dimensions: Length ______ Width ______ Square Footage 1500 Sales and Display Square Footage ______

License covers: ☐ Entire structure ☒ Portion of: ☐ Top Floor ☐ Bottom Floor ☐ Other ______

License Structure: ☒ One Story ☐ Two Story ☐ Multi-Story ☐ Single Structure ☐ Shopping Center ☐ Motel/Hotel

Structure Material: ☐ Wood ☒ Brick/Block ☐ Metal/Pre-Fab ☐ Other ______

Is location within city limits? Y [✓ N] Police Protection: [✓ County] City

Number of licenses issued in vicinity: ☐ 0 ☒ 1-5 ☐ 6-10 ☐ more than 10 Nearest: 1/4 MILE

Nearest:	School	Church	Private Residence
	☐ within 2 blocks	☐ within 2 blocks	☐ within 2 blocks
	☐ within 1/2 mile	☐ within 1/2 mile	☐ within 1/2 mile
	☒ Exceeds Above	☒ Exceeds Above	☒ Exceeds Above

EXPLANATION OF LAW VIOLATIONS

List below the court records for law violations, if any, of each person interested in this application, including manager whether as a sole applicant, partner, officer, or member. (Do not include traffic violations, except DUI and Reckless Driving)

Name	Date	Violation	Jurisdiction	Disposition
I certify I have no criminal record.				

LS

FILING FEE ACKNOWLEDGEMENT

In reference to ACT NO. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant:

TRANSFER AGREEMENT

License Type: N/A **License #** N/A

I N/A (Name), as N/A (Title) holding current ABC License at this location, hereby authorize the ABC Board to transfer the license(s) to APPLICANT as appears on front of application, provided that this applicant obtains approval from the appropriate local governing body and meets all requirements of the ABC Board. I understand that I am responsible for the operation of this licensed establishment until the applicant obtains a re-issued license from the ABC Board. I also understand that if for any reason this transfer is not approved by the local governing body or the ABC Board, I must take over complete control, operation, and responsibility of these licensed premises. If I do not continue operation of this licensed establishment, I will relinquish my ABC License to the local ABC Board office, or local Agent.

Licensee ______ Date N/A
______ N/A

Applicant ______ Date N/A
______ N/A

(Note: If applicant or licensee is a partnership, ALL partners must sign this agreement)

LEASE/PROPERTY OWNERSHIP

If applicant OWNS property, is copy of recorded deed attached? Y [✓ N]

If applicant has CONTRACT TO PURCHASE, is a copy of the recorded sales contract attached? Y [✓ N]

If applicant is LEASING the property, is a copy of the lease agreement attached? [✓ Y] N

A: Name of Property Owner/Lessor: ROSALIA ROSONE Contact #: ______

B: What is the LESSOR'S primary business? LANDLORD

C: Is LESSOR involved in any way with the Alcoholic Beverage business? Y [✓ N] (If yes, explain on an attached sheet)

D: Is there any further interest in, or connection with, the licensee's business by the LESSOR? Y [✓ N] (If yes, explain on an attached sheet)

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) LS

Agent/ID ______ Supervisor ______
(Review includes complete application packet)

AGENT: Application taken: 10/02/2008 Application/Investigation completed: / / Forwarded to D.O.: / /

LOCAL GOVERNMENT: Submitted: / / Received from: / /

SUPERVISOR: Received in District Office: / / Reviewed: / / Forwarded to C.O.: / /

10-2

STATE OF ALABAMA, ALCOHOLIC BEVERAGE CONTROL BOARD, MONTGOMERY, ALABAMA

Date Refused
By

Date Approved
By

TYPE APPLICATION

070 - Retail Table Wine - (Off Premises Only)

(For Central Office Use Only) License No. Date of Issue Amount of Fee $ Total

Name of Applicant (s) **LEMORIS STINSON**

Circle One: [✓ Ind.] Part. Assoc. Corp. LLC

Name and address of individual, partners and members, association, corporate officers, etc.,:

Name	D.L. # Title	Date of Birth Place of Birth	Present Residence Address	Length at Residence
LEMORIS STINSON	AL 2707995 Owner	06/12/1949 MONTGOMERY, AL	215 WILLIAMS STINSON ROAD PIKE ROAD, AL 36064	10 YRS

Corporate Information: N/A (Enter book and page or document info.) Date N/A (Incorporation or Authority) County N/A

Trade Name **WAUGH GROCERY**

Location 12844 HWY 80 EAST PIKE ROAD, AL 36064 County MONTGOMERY

Mailing Address P.O. BOX 242727 MONTGOMERY, AL 36124
(Include Street or Post Office Box Address, City, State, and Zip Code)

☒ Previous Licensee Information ☐ Transferee

Licensee Name LEMORIS STINSON Type 050/070 Year 2007-2008

Trade Name WAUGH GROCERY License Number N/A

Location (location transfer only) N/A

Has applicant complied with ABC Regulation # 20-X-5-.14 regarding financial responsibility? [✓ Y] N

Does the ABC Board have any actions pending against the current licensee? (If Yes, explain in Investigation Section) Y [✓ N]

Has ANYONE, including manager or applicant, had a Federal/State permit or license suspended, revoked or declined? Y [✓ N]

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended or revoked? Y [✓ N]

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? [✓ Y] N

These premises are located in the : Corporate Limits Police Jurisdiction of WAUGH , Alabama (Enter N/A if not located in either)

Are any of the applicants, whether individual, member of partnership or association, or officers and directors of corporation or the corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this Act? Y [✓ N]

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage or distilled liquors permit or license issued under authority of this Act? Y [✓ N]

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate of another licensee, or from any firm, association or corporation operating under or regulated by the authority of this Act? Y [✓ N]

What is the applicants' primary source of funding? ☐ Loan ☐ Inheritance ☒ Individual(s) ☐ Business ☐ Other (explanation attached)

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of ANY law violation? Y [✓ N]

(If Yes, explain in Investigation Section) **Signature of applicant**

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him in connection with said licensed premises. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA

COUNTY OF MONTGOMERY

Signed

Title Owner **Date** 10/02/2008

The undersigned LEMORIS STINSON
(Name of applicant or member if Partnership or Association of Name and Title of Officer, if a Corporation)

applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Sworn to and subscribed before me this 3th day of October , 2008

Signature of Notary Public
Notary Public, State at Large My commission expires 1/31/09

Signature of Affiant

Business Phone (334) 396 - 4432
Home Phone (334) 277 - 8903
Other (334) 202 - 1598

10-3

GENERAL APPLICATION INFORMATION

Contact Person: LEMORIS STINSON

Phone Numbers: Home: (334) 277-8903 Business: (334) 396-4432

Fax: ______ Pager: ______ Other: (334) 202-1598

Internet/Web Address: ______ Email Address: ______

Does the premises have a fully equipped and operational kitchen? Y N [✓ NA]

Does the establishment have restroom facilities? [✓ Y] N

Is place of business habitually and principally used for providing food to the public? Y N [✓ Snacks Only] NA

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? Y [✓ N]

Will this business be operated PRIMARILY as a package store? Y [✓ N]

If a COMMON CARRIER, does each vehicle seat 10 or more persons? Y N [✓ NA]

INVESTIGATION SECTION OF APPLICATION (To be completed by Investigating ABC Agent)

Will applicant engage in the sale of tobacco products? [✓ Y] N **If yes, type of business:** 41 - Convenience Store

Number of tobacco vending machines present: n/a

Will applicant engage in the sale of products containing ephedrine or pseudo-ephedrine? [✓ Y] N **(Benadryl, Claritin, Motrin, Sudafed, etc.)**

Neighborhood Investigation waived in accordance with Application Guidelines ☒

Building seating capacity ______ License premises includes patio area Y [✓ N]

Building Dimensions: Length ______ Width ______ Square Footage 1500 Sales and Display Square Footage ______

License covers: ☐ Entire structure ☒ Portion of: ☐ Top Floor ☐ Bottom Floor ☐ Other ______

License Structure: ☒ One Story ☐ Two Story ☐ Multi-Story ☐ Single Structure ☐ Shopping Center ☐ Motel/Hotel

Structure Material: ☐ Wood ☒ Brick/Block ☐ Metal/Pre-Fab ☐ Other ______

Is location within city limits? Y [✓ N] Police Protection: [✓ County] City

Number of licenses issued in vicinity: ☐ 0 ☒ 1-5 ☐ 6-10 ☐ more than 10 Nearest: 1/4 MILE

Nearest:	School	Church	Private Residence
	☐ within 2 blocks	☐ within 2 blocks	☐ within 2 blocks
	☐ within 1/2 mile	☐ within 1/2 mile	☐ within 1/2 mile
	☒ Exceeds Above	☒ Exceeds Above	☒ Exceeds Above

EXPLANATION OF LAW VIOLATIONS

List below the court records for law violations, if any, of each person interested in this application, including manager whether as a sole applicant, partner, officer, or member. (Do not include traffic violations, except DUI and Reckless Driving)

Name	Date	Violation	Jurisdiction	Disposition
I certify I have no criminal record.				

LS

FILING FEE ACKNOWLEDGEMENT

In reference to ACT NO. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant:

TRANSFER AGREEMENT

License Type: N/A License # N/A

I N/A (Name), as N/A (Title) holding current ABC License at this location, hereby authorize the ABC Board to transfer the license(s) to APPLICANT as appears on front of application, provided that this applicant obtains approval from the appropriate local governing body and meets all requirements of the ABC Board. I understand that I am responsible for the operation of this licensed establishment until the applicant obtains a re-issued license from the ABC Board. I also understand that if for any reason this transfer is not approved by the local governing body or the ABC Board, I must take over complete control, operation, and responsibility of these licensed premises. If I do not continue operation of this licensed establishment, I will relinquish my ABC License to the local ABC Board office, or local Agent.

Licensee ______ Date N/A

______ N/A

Applicant ______ Date N/A

______ N/A

(Note: If applicant or licensee is a partnership, ALL partners must sign this agreement)

LEASE/PROPERTY OWNERSHIP

If applicant OWNS property, is copy of recorded deed attached? Y [✓ N]

If applicant has CONTRACT TO PURCHASE, is a copy of the recorded sales contract attached? Y [✓ N]

If applicant is LEASING the property, is a copy of the lease agreement attached? [✓ Y] N

A: Name of Property Owner/Lessor: ROSALIA ROSONE Contact #: ______

B: What is the LESSOR'S primary business? LANDLORD

C: Is LESSOR involved in any way with the Alcoholic Beverage business? Y [✓ N] (If yes, explain on an attached sheet)

D: Is there any further interest in, or connection with, the licensee's business by the LESSOR? Y [✓ N] (If yes, explain on an attached sheet)

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) LS

Agent/ID ______ Supervisor ______
(Review includes complete application packet)

AGENT: Application taken: 10/02/2008 Application/Investigation completed: / / Forwarded to D.O.: / /

LOCAL GOVERNMENT: Submitted: / / Received from: / /

SUPERVISOR: Received in District Office: / / Reviewed: / / Forwarded to C.O.: / /

10-4

D.T. MARSHALL, SHERIFF

OFFICE: (334) 832-4980
FAX: (334) 832-2500

October 6, 2008

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : Waugh Grocery
12844 Hwy. 80 East
Pike Road, AL 36064

The Sheriff's Office has no objections to the Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) for the above listed business.

DTM/tb

10-5

POST OFFICE BOX 4219 ☆ MONTGOMERY, ALABAMA 36103-4219 ☆ MONTGOMERY COUNTY ALABAMA

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 52200-08B-062 ISSUED: OCTOBER 6, 2008 BIDS OPENED: OCTOBER 21, 2008 SHERIFF'S OFFICE TERMS OF PAYMENT / DISCOUNT:				BATS SECURITY - ATTN: MICHAEL MONTGOMERY; PHONE#201-6630		DSI SECURITY SERVICES - ATTN: S. SORRELLS; PHONE #334-793-5720; FAX#334-269-0186		SECURITY SERVICES, LLC - ATTN: JAMES A. EUBANKS - PHONE#334-886-9555; FAX#334-886-9255		NO BIDS RECEIVED: MURRAY GUARD, INC.			
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	REGULAR/SCHEDULE												
	APPOINTMENTS												
	COST/PER MAN HOUR	EA	1	$9.95	$9.95	$11.85	$11.85	$15.00	$15.00				
2	UNSCHEDULED												
	APPOINTMENTS AND/												
	OR EMERGENCY												
	AFTER HOURS/												
	WEEKENDS	EA	1	$10.50	$10.50	$13.25	$13.25	$22.50	$22.50				
3	HOLIDAYS	EA	1	$11.00	$11.00	$13.25	$13.25	$22.50	$22.50				
TOTAL BID AMOUNTS					$31.45		$38.35		$60.00				

Notes:

12-2

DLM

Haskell | Slaughter
attorneys at law

MONTGOMERY OFFICE
305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

2008 NOV -4 PM 5:27
MONTGO
COMMISS

MEMORANDUM

November 4, 2008

TO: Donnie Mims

FROM: Tommy Gallion

T.T.6

RE: Montgomery County Sheriff's Office
Award of Security Guard Services

I have reviewed your November 3, 2008, the October 31, 2008 memorandum from Pat Silas to you, the October 23, 2008 memorandum from Pat Silas to Sheriff Marshall, and *Code of Alabama* § 41-16-20.

It is my understanding that the low bidder, BATS Security, would not be a qualified bidder in that Baptist Hospital will not allow BATS to guard prisoners in their hospital because their personnel was not watching the inmates and even sleeping on the job. Therefore, Sheriff Marshall has requested that the low bid of BATS be disqualified and the next lowest bidder, DSI Security, be awarded the bid.

It is my legal opinion that based on these facts and the fact that the Sheriff has the constitutional duty to protect the citizens of Montgomery County, he can disqualify the lower bidder, BATS, and award the contract to the next low bidder, DSI Security.

Copy to:
Sheriff D. T. Marshall

50051-314
#37,075

12-3

TODD STRANGE
CHAIRMAN

ELTON N. DEAN, SR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE
MONTGOMERY COUNTY COMMISSION
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667
ESTABLISHED 1816

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

November 3, 2008

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Award of Security Guard Services

Enclosed are memoranda from Sheriff D.T. Marshall and Support Services Assistant Director Pat Silas regarding award of Security Guard Services for the inmate doctor visits or admission to the hospital.

Please review the correspondence and issue your opinion by Wednesday, November 5, 2008, as to whether or not the bid can be awarded to the next low bidder, DSI Security, due to the lowest bidder, BATS Security, not being a responsible bidder.

As always, thank you for your assistance.

DLM/tn

Enclosures

12-4

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: October 31, 2008

SUBJECT: Award of Security Guard Services

After reviewing the bids received on Invitation to Bid No. 52200-08B-062, Security Guard Services for the Inmate doctor visits or admission to the hospital, Sheriff Marshall has requested that the low bid of BATS Security be passed and the bid be awarded to the next low bid.

The low bid, BATS Security has had the contract with the County for the past three (3) years and Sheriff Marshall has advised that he has not been pleased with the performance of the company.

Sheriff Marshall advised that he has received complaints from Mr. Ed Alford, Baptist Security Chief, regarding BATS not watching inmates and even sleeping on the job and that now Baptist Hospital will not allow BATS to guard prisoners. Sheriff Marshall said that Baptist is the hospital that they usually take inmates to and that they have been getting their own personnel to take inmates to the hospital and then guard them.

Article 2, Section 41-16-20 (a) of the Code of Alabama states that bids are to be awarded to the lowest responsible bidder.

I feel that based on the information given by Sheriff Marshall, that BATS Security is not a responsible bidder.

Request an opinion from Mr. Tommy Gallion, County Attorney, regarding the award of the above referenced bid.

Attachment

12-5

D.T. MARSHALL, SHERIFF

OFFICE: (334) 832-4980
FAX: (334) 832-2500

October 23, 2008

MEMORANDUM

TO : Ms. Pat Silas, Assistant Director
Support Services

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

SUBJECT : Bid No. 52200-08B-062
Security Guard Service

Recommend that the low bid from DSI Security be accepted. BATS Security was the lowest bidder; however, Baptist Hospital will not allow them to guard prisoners. We have received complaints from Ed Alford, Baptist Security Chief, about BATS not watching inmates and even sleeping on the job.

I understand that DSI may want to sub this contract to BATS and they should not be allowed to hire any employees or former employees of BATS in order to be awarded this contract. If they refuse, I recommend that the contract be awarded to Security Services LLC. Ed Alford has told me that Security Services has the State contract and Baptist has not had any problems with them and their services guarding inmates.

DTM/tb

12-6

Section 41-16-20

Contracts for which competitive bidding required; award to preferred vendor.

(a) With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all contracts of whatever nature for labor, services, work, or for the purchase or lease of materials, equipment, supplies, or other personal property, involving seven thousand five hundred dollars ($7,500) or more, made by or on behalf of any state department, board, bureau, commission, committee, institution, corporation, authority, or office shall, except as otherwise provided in this article, be let by free and open competitive bidding, on sealed bids, to the lowest responsible bidder.

(b) A "preferred vendor" shall be a person, firm, or corporation which is granted preference priority according to the following:

(1) PRIORITY #1. Produces or manufactures the product within the state.

(2) PRIORITY #2. Has an assembly plant or distribution facility for the product within the state.

(3) PRIORITY #3. Is organized for business under the applicable laws of the state as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the state for not less than one year prior to the deadline date for the competitive bid.

(c) In the event a bid is received for the product or service from a person, firm, or corporation deemed to be a responsible bidder and a preferred vendor where any state department, board, bureau, commission, committee, institution, corporation, authority, or office is the awarding authority and the bid is no more than five percent greater than the bid of the lowest responsible bidder, the awarding authority may award the contract to the preferred vendor.

(Acts 1957, No. 343, p. 452, §1; Acts 1961, No. 870, p. 1365; Acts 1976, No. 751, p. 1032, §1; Acts 1989, No. 89-687, p. 1351, §1; Acts 1994, No. 94-207, p. 270, §1; Acts 1997, No. 97-225, p. 348, §1; Act 2000-721, p. 1544, §1.)

12-7

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO. 51100-08B-060				CAROL'S CARPET, INC. - ATTN: HEATHER BRANNON PHONE#272-5400; FAX #395-5718		C.W. SMITH DECORATING CO., LLC - ATTN: DIANE SMITH - PHONE #351-0560;FAX#351-0564		GARDNER CARPET - ATTN: MARTIN GRAY; PHONE#277-2756; FAX#277-7377		M.S. FAULK & SONS - ATTN: BETSY CLEMENTS; PHONE#365-0501; FAX#365-0507		WEISS FLOORING- ATTN: DAVID WYATT - PHONE#277-9927; FAX 277-9907	
ISSUED: SEPT. 29, 2008													
BID OPENING: OCTOBER 28, 2008													
COUNTY COM - PARDON & PAROLE BLDG.													
TERMS OF PAYMENT / DISCOUNT:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	CARPET/TILE FOR												
	PARDON & PAROLES												
	1ST FLOOR-CARPET												
1	ROOM #102	EA	1	$97.83	$97.83	$614.48	$614.48	$562.79	$562.79	$589.50	$589.50	$615.78	$615.78
2	ROOM #103	EA	1	$91.96	$91.96	$614.18	$614.18	$632.90	$632.90	$556.75	$556.75	$615.78	$615.78
3	ROOM #104	EA	1	$105.87	$105.87	$661.09	$661.09	$656.38	$656.38	$589.50	$589.50	$718.41	$718.41
4	ROOM #106	EA	1	$47.68	$47.68	$319.05	$319.05	$267.24	$267.24	$294.75	$294.75	$273.68	$273.68
5	ROOM #109	EA	1	$118.84	$118.84	$778.90	$778.90	$683.71	$683.71	$622.25	$622.25	$684.20	$684.20
6	ROOM #110	EA	1	$346.47	$346.47	$388.95	$388.95	$345.07	$345.07	$327.50	$327.50	$410.52	$410.52
7	ROOM #111	EA	1	$99.05	$99.05	$754.98	$754.98	$557.00	$557.00	$524.00	$524.00	$650.99	$650.99
8	ROOM #112	EA	1	$260.21	$260.21	$1,321.11	$1,321.11	$2,206.17	$2,206.17	$1,997.75	$1,997.75	$1,573.66	$1,573.66
9	ROOM #112A	EA	1	$71.72	$71.72	$354.50	$354.50	$374.01	$374.01	$1,604.75	$1,604.75	$444.73	$444.73
10	ROOM #113	EA	1	$97.83	$97.83	$605.09	$605.09	$656.38	$656.38	$622.25	$622.25	$615.78	$615.78
11	ROOM #114	EA	1	$73.06	$73.06	INCLUDED	IN #112	$472.74	$472.74	$524.00	$524.00	$547.36	$547.36
12	ROOM #115	EA	1	$139.81	$139.81	$920.70	$920.70	$797.24	$797.24	$720.50	$720.50	$855.55	$855.55
13	ROOM #119	EA	1	$107.44	$107.44	$459.85	$459.85	$615.86	$615.86	$393.00	$393.00	$786.83	$786.83
14	ROOM #120	EA	1	$120.02	$120.02	$649.63	$649.63	$611.99	$611.99	$589.50	$589.50	$752.62	$752.62
15	ROOM #121	EA	1	$131.42	$131.42	$566.20	$566.20	$621.32	$621.32	$524.00	$524.00	$649.99	$649.99
TOTAL BID AMOUNTS													

Notes:

13-2

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO. 51100-08B-060 ISSUED: SEPT. 29, 2008 BID OPENING: OCTOBER 28, 2008 COUNTY COM - PARDON & PAROLE BLDG. TERMS OF PAYMENT / DISCOUNT:				CAROL'S CARPET, INC. - ATTN: HEATHER BRANNON PHONE#272-5400; FAX #395-5718		C.W. SMITH DECORATING CO., LLC - ATTN: DIANE SMITH - PHONE #351-0560;FAX#351-0564		GARDNER CARPET - ATTN: MARTIN GRAY; PHONE#277-2756; FAX#277-7377		M.S. FAULK & SONS - ATTN: BETSY CLEMENTS; PHONE#365-0501; FAX#365-0507		WEISS FLOORING- ATTN: DAVID WYATT - PHONE#277-9927; FAX 277 9907	
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	CARPET/TILE FOR												
	PARDON & PAROLES												
	1ST FLOOR-CARPET												
16	ROOM #122	EA	1	$110.07	$110.07	$614.18	$614.18	$604.28	$604.28	$524.00	$524.00	$649.99	$649.99
17	ROOM #123	EA	1	$129.13	$129.13	$708.00	$708.00	$668.27	$668.27	$622.25	$622.25	$786.83	$786.83
18	ROOM #124	EA	1	$99.11	$99.11	$715.64	$715.64	$643.20	$643.20	$720.50	$720.50	$718.41	$718.41
19	ROO#201	EA	1	$105.65	$105.65	$1,322.18	$1,322.18	$571.47	$571.47	$622.25	$622.25	$649.99	$649.99
20	ROOM #202	EA	1	$97.15	$97.15	INCLUDED	IN #201	$552.49	$552.49	$622.25	$622.25	$649.99	$649.99
21	ROOM #203	EA	1	$118.23	$118.23	$708.00	$708.00	$623.90	$623.90	$655.00	$655.00	$752.62	$752.62
22	ROOM #204	EA	1	$93.74	$93.74	$1,132.40	$1,132.40	$466.95	$466.95	$491.25	$491.25	$513.15	$513.15
23	ROOM #205	EA	1	$517.93	$517.93	INCLUDED	IN #205	$585.95	$585.95	$524.00	$524.00	$615.78	$615.78
24	ROOM #206	EA	1	$813.71	$813.71	$849.80	$849.80	$810.43	$810.43	$818.75	$818.75	$957.88	$957.88
25	ROOM #207	EA	1	$517.93	$517.93	$562.46	$562.46	$515.20	$515.20	$393.00	$393.00	$689.20	$689.20
26	ROOM #208	EA	1	$763.01	$763.01	$885.25	$885.25	$649.94	$649.94	$786.00	$786.00	$752.62	$752.62
27	ROOM #209	EA	1	$776.90	$776.90	$991.60	$991.60	$875.06	$875.06	$786.00	$786.00	$957.88	$957.88
28	ROOM #210	EA	1			$1,203.30	$1,203.30	$1,064.16	$1,064.16	$786.00	$786.00	$1,299.98	$1,299.98
29	ROOM #211	EA	1	$2,495.69	$2,495.69	$1,124.76	$1,124.76	$608.78	$608.78	$786.00	$786.00	$718.41	$718.41
30	ROOM #212	EA	1			INCLUDED	IN #211	$646.08	$646.08	$786.00	$786.00	$718.41	$718.41
TOTAL BID AMOUNTS													

Notes:

13-3

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO. 51100-08B-060 ISSUED: SEPT. 29, 2008 BID OPENING: OCTOBER 28, 2008 COUNTY COM - PARDON & PAROLE BLDG. TERMS OF PAYMENT / DISCOUNT:				CAROL'S CARPET, INC. - ATTN: HEATHER BRANNON PHONE#272-5400; FAX #395-5718		C.W. SMITH DECORATING CO., LLC - ATTN: DIANE SMITH - PHONE #351-0560;FAX#351-0564		GARDNER CARPET - ATTN: MARTIN GRAY; PHONE#277-2756; FAX#277-7377		M.S. FAULK & SONS - ATTN: BETSY CLEMENTS; PHONE#365-0501; FAX#365-0507		WEISS FLOORING- ATTN: DAVID WYATT - PHONE#277-9927; FAX 277-9907	
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	CARPET/TILE FOR												
	PARDON & PAROLES												
	1ST FLOOR-CARPET												
31	ROOM#213	EA	1	$514.38	$514.38	$476.13	$476.13	$593.67	$593.67	$786.00	$786.00	$752.62	$752.62
32	ROOM #214	EA	1	$916.71	$916.71	$943.69	$943.69	$773.76	$773.76	$786.00	$786.00	$889.46	$889.46
33	ROOM #215	EA	1			$661.09	$661.09	$561.82	$561.82	$622.25	$622.25	$615.78	$615.78
34	ROOM #216	EA	1	$1,102.06	$1,102.06	$562.38	$562.38	$561.82	$561.82	$622.50	$622.50	$684.20	$684.20
35	ROOM #217	EA	1			$754.91	$754.91	$697.22	$697.22	$720.50	$720.50	$684.20	$684.20
36	ROOM #218	EA	1	$1,271.58	$1,271.58	$754.91	$754.91	$697.22	$697.22	$720.50	$720.50	$684.20	$684.20
37	ROOM #220	EA	1	$901.21	$901.21	$825.81	$825.81	$879.58	$879.58	$786.00	$786.00	$821.04	$821.04
	1ST FLOOR-TILE												
38	ROOM #105	EA	1	$794.69	$794.69	$799.50	$799.50	$560.37	$560.37	$822.00	$822.00	$658.68	$658.68
39	ROOM #118	EA	1	$612.75	$612.75	$430.50	$430.50	$329.15	$329.15	$620.00	$620.00	$217.10	$217.10
40	ROOM #125	EA	1	$576.84	$576.84	SEE #	47	$405.61	$405.61	$396.00	$396.00	$288.91	$288.91
41	STAIRWELL&STAIRS	EA	1	$519.38	$519.38	$586.10	$586.10	$292.66	$292.66	$532.00	$532.00	$339.01	$339.01
42	ROOM #219-CARPET	EA	1	$2,013.60	$2,013.60	$3,264.80	$3,264.80	$1,870.95	$1,870.95	$1,866.75	$1,866.75	$5,273.44	$5,273.44
43	ROOM #219-CARPET	EA	1	$360.00	$360.00	$450.00	$450.00	$235.20	$235.20	$225.00	$225.00	$1,365.00	$1,365.00
44	ROOM #221	EA	1	$430.92	$430.92	$479.15	$479.15	$435.80	$435.80	$208.00	$208.00	$287.24	$287.24
TOTAL BID AMOUNTS													

Notes:

13-4

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO. 51100-08B-060				CAROL'S CARPET, INC. - ATTN: HEATHER BRANNON PHONE#272-5400; FAX #395-5718		C.W. SMITH DECORATING CO., LLC - ATTN: DIANE SMITH - PHONE #351-0560;FAX#351-0564		GARDNER CARPET - ATTN: MARTIN GRAY; PHONE#277-2756; FAX#277-7377		M.S. FAULK & SONS - ATTN: BETSY CLEMENTS; PHONE#365-0501; FAX#365-0507		WEISS FLOORING- ATTN: DAVID WYATT - PHONE#277-9927; FAX 277 9907	
ISSUED: SEPT. 29, 2008													
BID OPENING: OCTOBER 28, 2008													
COUNTY COM - PARDON & PAROLE BLDG.													
TERMS OF PAYMENT / DISCOUNT:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	CARPET/TILE FOR												
	PARDON & PAROLES												
45	ROOM #222	EA	1	251.37	251.37	INCLUDED	#221	$171.21	$171.21	$208.00	$208.00	$245.49	$245.49
46	STAIRS;TREADS&RIS.	EA	1	$746.19	$746.19	$2,520.00	$2,520.00	$2,013.00	$2,013.00	$1,850.00	$1,850.00	$1,592.50	$1,592.50
47	ROOM #101	EA	1	$1,798.80	$1,798.80	$1,867.30	$1,867.30	$1,142.00	$1,142.00	$1,250.00	$1,250.00	$2,290.00	$2,290.00
				Hall Outside									
				#115	78.99								
				#210 Closet	90.97								
				Base Boards	460.00								
				Items 1-5		TOTAL	35202.55						
				and 7-22 County		Minus	--11990.55						
				to fur. 429 SY		County Carpet							
				Carpet Tiles									
	27 BIDS MAILED												
TOTAL BID AMOUNTS					21987.90		23212.00		32168.00		33424,75		39315.89

Notes:

13-5

Agenda

NOV 12 2008

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 1

DEPARTMENT: Appraisal
DATE: 10/27/2008
REQUESTED BY: Sarah Spear, Rev Comm
Elected Official/Dept. Head

REVIEWED: S. Thomas 10/27/2008
Finance Director Date
APPROVED:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
GIS Development	120-51985-312	575,612	2,225,794	2,801,406
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL APPRAISAL BUDGET		**3,204,582**	**2,225,794**	**5,430,376**

JUSTIFICATION:
Increase current year budget from Fund Balance carried over from 9/30/08. The carryover is necessary to fund the GIS projects that were budgeted in prior years but not completed and the cost of aerial photography for the current year.

14-1

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 7

DEPARTMENT: County Commission Appropriations | REVIEWED: S. Thomas 11/4/2008
DATE: 11/4/2008 | Finance Director | Date
REQUESTED BY: Donald Mims, Administrator | APPROVED:
Elected Official/Dept. Head | Administrator | Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Sidney Lanier High School Principals Discretionary	001-58100-499	0	1,000	1,000
Commissioners Contingency	001-59310-500	61,323	-1,000	60,323
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	61,323	0	61,323

JUSTIFICATION:

To fund additional educational programs.

15-1

Agenda
NOV 12 2008

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 2

DEPARTMENT: Law Library REVIEWED: S, Johnson 10/23/2008
Finance Director Date

REQUESTED BY: Suzanne Duffey 10/22/08 APPROVED:
Elected Official/Dept. Head Date Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Health Insurance	740-51270-122	5,800	-5,800	0
Display Station/Terminals	740-51270-584	2,000	800	2,800
Salaries	740-51270-110	44,012	5,000	49,012
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	51,812	0	51,812

JUSTIFICATION:
This budget change reprograms health insurance not needed for FY 09 to cover additional costs of display station and salary increase.

16-1

Agenda
NOV 12 2008

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 1

DEPARTMENT: Risk Management REVIEWED: S. Thomas 10/28/2008
Finance Director Date
REQUESTED BY: Scott Kramer APPROVED:
Elected Official/Dept. Head Date Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Fixed Expense Allowance	001-51120-112	1,200	2,400	3,600
Life Insurance	001-51120-123	203	40	243
Workers Comp Insurance	001-51120-125	12,339	$ (2,440)	9,899
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	13,742	0	13,742

JUSTIFICATION:
To cover the Risk Management increase in expense allowance and adjust life insurance.

17-1

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT: Risk Management REVIEWED: S. Thomas 10/28/2008
Finance Director Date

REQUESTED BY: Scott Kramer APPROVED:
Elected Official/Dept. Head Date Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Salaries	004-51996-110	50,000	(18,565)	31,435
Travel	004-51996-260	1,000	775	1,775
Excess Loss Insurance	004-51996-277	58,000	(1,781)	56,219
Contract Services	004-51996-304	5,000	(4,957)	43
Medical & Dental Services	004-51996-306	127,090	(33,731)	93,359
Payment to adjusters	004-51996-307	1,000	(1,000)	0
BCBS Administrative fees	004-51996-331	8,000	(2,809)	5,191
Other / Settlements	004-51996-499	60,000	84,865	144,865
Worker Compensation Contri	004-47910-400	(321,000)	(6,279)	(327,279)
Other Refunds/reimb.	004-47908-400	0	(10,492)	(10,492)
Interest on CD's	004-47101-400	0	(6,026)	(6,026)
				0
	TOTAL	-10,910	0	-10,910

JUSTIFICATION:
To cover additional cost in settlements and mileage reimbursement on workers compensations claims and budget increased revenues.

17-2

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT: Risk Management REVIEWED: S. Thomas 10/28/2008

Finance Director Date

REQUESTED BY: Scott Kramer APPROVED:

Elected Official/Dept. Head Date Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Electricity	005-51997-241	0	533	533
Natural Gas	005-51997-242	0	966	966
Water	005-51997-243	0	191	191
Telephone	005-51997-251	0	466	466
Excess Risk	005-51997-277	55,000	12,449	67,449
Contract Services YMCA	005-51997-304	105,000	(8,960)	96,040
Medical	005-51997-306	5,876,700	432,720	6,309,420
Contract Services Am. Beh.	005-51997-307	0	63,132	63,132
Health Insurance Admin.	005-51997-331	468,000	13,990	481,990
Dental	005-51997-361	300,000	(300,000)	0
Expanded Psych Services	005-51997-362	35,500	(2,000)	33,500
Employee FSA Plan	005-51997-365	240,000	10,116	250,116
Health & Wellness Promotion	005-51997-370	30,000	30,129	60,129
Other - Refunds	005-51997-499	0	45	45
Employees Insur Premiums	005-47810-400	(1,023,000)	(94,677)	(1,117,677)
County Health Ins. Prem	005-47850-400	(5,843,200)	(19,470)	(5,862,670)
Employee Flex Contributions	005-47860-400	(230,000)	(5,375)	(235,375)
Interest on CD's	005-47101-400	0	(33,652)	(33,652)
Misc. Refunds/Reimb.	005-47908-400	0	(100,603)	(100,603)
	TOTAL	14,000	0	14,000

JUSTIFICATION:
To cover additional cost for on-site clinic and additional claims due to increased headcount and record increase in revenues.

17-3

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 4

DEPARTMENT:	Risk Management	REVIEWED: S. Thomas Finance Director	10/28/2008 Date
REQUESTED BY: Elected Official/Dept. Head	Scott Kramer Date	APPROVED: Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Employee Death Benefit	006-51998-131	60,000	2,000	62,000
County Contributions	006-47850-400	-55,000	(2,000)	-57,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	5,000	0	5,000

JUSTIFICATION:
To cover additional cost for employee death benefit and additional revenues.

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BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 5

DEPARTMENT: Risk Management REVIEWED: S. Thomas 10/28/2008
Finance Director Date

REQUESTED BY: Scott Kramer APPROVED:
Elected Official/Dept. Head Date Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair Damage-Other Vehicle	007-51999-272	30,000	(3,280)	26,720
Payments on General Liability	007-51999-274	10,000	3,280	13,280
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		40,000	0	40,000

JUSTIFICATION:
To cover additional payments for general liability claims.

17-5

MEMORANDUM

TO: D. T. Marshall, Sheriff

FROM: Cami Hacker, Personnel Analyst
Montgomery City-County Personnel

DATE: March 12, 2008

SUBJECT: Fingerprint Work Group

The analysis of the proposed fingerprint work group for the Legal Services Division has been completed. The following classifications are recommended for use in this work group:

Identification Officer (proposed title: Latent Fingerprint Examiner)
Fingerprint Classifier
Records and Identification Clerk

Your office currently utilizes the job of Identification Officer. Your staff assisted in the creation of a Fingerprint Classifier job description, and the Records and Identification Clerk is currently used by the City of Montgomery to perform similar work.

The Records and Identification Clerk is compensated at pay grade A03. The analysis of the Fingerprint Classifier indicated that pay grade A05 is most appropriate. The analysis of the Identification Officer indicated that the pay grade of A06 currently assigned to the classification is appropriate; therefore, no pay changes are recommended at this time for the Identification Officer's pay grade.

The following job descriptions have been attached for your review and approval:

Records and Identification Clerk: The job description has been reviewed by your staff and the city. The city has already provided the appropriate signatures. The job will need to be added to the county's pay plan.

Fingerprint Classifier: The job will need to be added to the county's pay plan.

Identification Officer: The job is currently announced for application. Slight changes have been made to the qualifications. A title change is recommended in order to more accurately describe the main function of the job which hopefully will help with recruitment efforts. The title change would need to be approved by

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you and the Personnel Board. Once approval is received, the announcement will be closed and re-opened with the new qualifications and title.

At this point, we need copies of the signed job descriptions from you and your staff. We then need you to receive the approval of the County Commission for the addition of the Records and Identification Clerk and the Fingerprint Classifier to the county's pay plan. Once the signed job descriptions and the approval of the Commission have been received, the package will be presented to the Personnel Board for its approval.

If you have any questions, please let us know.

Enclosures.

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MEMORANDUM

TO: Bruce Howell

FROM: Karen Cason, Assistant Personnel Director

DATE: September 30, 2008

SUBJECT: Clerk Typist II - Juvenile Court

After a careful and thorough review of five Clerk Typist II positions with the Youth Facility Juvenile Court, we have determined that the duties do not fit the typical clerical classifications and are most consistent with a Court Clerk. We reviewed the job duties with the incumbents and the supervisor and evaluated the job based on all available information. It is our recommendation that these positions be reallocated to two job classifications, a Court Operations Clerk I with a pay grade of A03 and a Court Operations Clerk II with a pay grade of A05 .

The reallocation will require action by the County Commission to establish the Court Operations Clerk I and II classifications in the County pay and classification plan. This recommendation is subject to final approval by the Personnel Board.

Thank you for allowing us to assist you with your personnel needs. Please call me if you have any questions.

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MEMORANDUM

TO: Bruce Howell

FROM: Karen Cason, Assistant Personnel Director

DATE: September 30, 2008

SUBJECT: Clerk Typist II - Juvenile Court

After a careful and thorough review of five Clerk Typist II positions with the Youth Facility Juvenile Court, we have determined that the duties do not fit the typical clerical classifications and are most consistent with a Court Clerk. We reviewed the job duties with the incumbents and the supervisor and evaluated the job based on all available information. It is our recommendation that these positions be reallocated to two job classifications, a Court Operations Clerk I with a pay grade of A03 and a Court Operations Clerk II with a pay grade of A05 .

The reallocation will require action by the County Commission to establish the Court Operations Clerk I and II classifications in the County pay and classification plan. This recommendation is subject to final approval by the Personnel Board.

Thank you for allowing us to assist you with your personnel needs. Please call me if you have any questions.

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MEMORANDUM

TO: Bruce Howell

FROM: Karen Cason, Assistant Personnel Director

DATE: September 30, 2008

SUBJECT: Clerk Typist II - Juvenile Court

After a careful and thorough review of five Clerk Typist II positions with the Youth Facility Juvenile Court, we have determined that the duties do not fit the typical clerical classifications and are most consistent with a Court Clerk. We reviewed the job duties with the incumbents and the supervisor and evaluated the job based on all available information. It is our recommendation that these positions be reallocated to two job classifications, a Court Operations Clerk I with a pay grade of A03 and a Court Operations Clerk II with a pay grade of A05 .

The reallocation will require action by the County Commission to establish the Court Operations Clerk I and II classifications in the County pay and classification plan. This recommendation is subject to final approval by the Personnel Board.

Thank you for allowing us to assist you with your personnel needs. Please call me if you have any questions.

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Appendix C

Agenda

NOV 12 2008

Montgomery County Commission
Travel / Training Request Approval

Request # 5

Date: October 29, 2008

To: Donald L. Mims, Administrator

From: Larry R. Curvin

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, Alabama

Departure Date: December 4, 2008 Return Date: December 5, 2008

Conference Leave (Days / Hours): 2 days

Purpose of Travel: To attend the Alabama Municipal Revenue Officers Association Winter Conference.

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

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

Total (est.) Cost: $300.00 Advance Registration Required: $160.00

Department Name: Tax & Audit Fund Name: General Fund 00151800265

Additional Comments: This conference has sessions on Increasing Revenue thru Auditing, Escaped Revenue, ABC Regulations and effect on Revenue, and Problem Sharing issues, all of which could provide guidance for collecting additional revenue.

To: Larry R. Curvin

From: Donald L. Mims, Administrator

The above request is app. 11/12/08 reimbursement of actual and necessary expenses in the approximate amount of $300.00 and advance registration of $160.00 is authorized.

To be completed by the Finance Department	
Fund Code:	001-51800-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$11,000.00
Approved Requests:	$3,529.64
Budget Available:	$7,470.36
Current Requests:	$300.00
Budget Balance:	$7,170.36

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/29/2008

cc: Finance Director / Buyer

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Revised October 12, 2005

Department of Homeland Security
State of Alabama

Bob Riley
Governor

Jim Walker
Director

October 10th, 2008

TO: Recipients of FY2008 State Homeland Security Grant Program

SUBJECT: Grant Agreement

Your grant agreement for the U.S. Department of Homeland Security (DHS) FY 2008 State Homeland Security Grant Program (SHSGP) is attached. These funds are to be used to prevent, respond to and recover from acts of terrorism. As a modification to previous grant guidance, US DHS has directed that at least 25% of the FY08 grant must be used for the priority areas of preparedness planning and IED prevention and protection. Also, at least 25% of the grant must be used for law enforcement related activities.

Please read the agreement carefully, initial the bottom of each page, sign the enclosed cooperative grant agreements on attachment I page 6 and attachment III page 1, and return one original grant agreement to our office.

You are not authorized to begin spending until a budget detail worksheet has been approved and your grant agreement has been signed and returned. Once your grant agreement has been received by this office and your budget detail worksheet is approved, AL DHS will send an email authorizing the expenditure of grant funds.

If you have any additional questions or concerns, please contact your appropriate grant manager: Melissa Bailey (Regions 1 & 2) at 334 353-3040; Debbie Link (Regions 3, 5, & 6) at 334 353-3065; or Robert Thomas (Regions 4 & 7 and state agencies) at 334 353-3062.

Thank you for your continued support and hard work.

Jim Walker

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P.O. BOX 304115 • MONTGOMERY, ALABAMA, 36130 • Phone (334) 956-7250 • Fax (334) 223-1120

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** 2008	4. **Amount of** Federal $ 321,221.00 Total $ 321,221.00	5. **Effective Dates** Begin: October 10, 2008 End: June 30, 2010	6. **Agreement Number** **ALDHS-08-0611** **Grant Numbers (Reporting Categories):** 8MMR $ 321,221.00

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 FY2008 is herein referred to as the Agreement Fiscal Year.

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

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

3. Audit Requirements: The sub-grantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by AL DHS and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the sub-grantee has not expended the amount of federal funds that would require a compliance audit. The sub-grantee agrees to accept these requirements.

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

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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

5. Project Implementation: The sub-grantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR).

6. Written Approval of Changes: Any mutually agreed upon changes to this sub-grant must be approved, in writing, by AL DHS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

7. Individual Consultants: Billings for consultants/contractors who are individuals 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. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. 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;

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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: 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.

a. Title: 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.

b. 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.

c. The AEL, section 12 (CBRNE Response Vehicles/Prime Movers) grant notes: This category includes special-purpose vehicles 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 and registration 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.

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.

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.

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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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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), United States Department of Homeland Security. 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. 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 can be obtained by contacting the Alabama Department of Homeland Security.

25. 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.

26. 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.

27. 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.

28. Space: 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 provide to the SAA. 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 participate in mortgage payments, as this is unallowable.

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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

29. 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.

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.

30. National Incident Management System (NIMS): The sub-grantee agrees to make good faith efforts to comply with NIMS compliance requirements contained in US DHS grant guidance and published by the NIMS Integration Center and the State NIMS Coordinator. The sub-grantee further agrees to comply with specific requirements published in the State of Alabama NIMS Implementation Plan.

31. Alabama Mutual Aid System Agreement (AMAS): The sub-grantee agrees to remain a party to the Alabama Mutual Aid System Agreement.

32. 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. This is a new requirement and is in addition to the earlier paper copies that may have been submitted.

33. Metropolitan Medical Response System (MMRS): 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. 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.

34. 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, preparedness planning and IED prevention and protection. Additionally, the amount to be spent and the percentage for the expenditures will be documented in a letter

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attached to the budget detail worksheet for each of the three areas: law enforcement, preparedness planning, and IED prevention and protection.

35. Special Conditions: N/A

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Initial Here D.C

CERTIFICATION BY COUNTY HOMELAND SECURITY POINT OF CONTACT (POC)

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

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address: 115 South Perry St. Montgomery, AL 36104

Phone Number: (334) 832-1646

Fax Number: (334) 832-7113

Mobile Number: (334) 850-1329

E-Mail Address: DerrickCunningham@mc-ala.org

Signature: Date: 11-1-08

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: Date: OCT 10 2008

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Initial Here D.C.

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

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

1. LOBBYING

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

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

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

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

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

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

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

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --
   (a) The dangers of drug abuse in the workplace;
   (b) The grantee's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation and employee assistance programs, and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

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

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

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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CFDA TITLE: State Homeland Security Grant Program
CFDA #: 97.067

Attachment III
Page 1

ACCEPTANCE OF AUDIT REQUIREMENTS

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

Alabama Department of Homeland Security
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

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

1. *Audit Period: Beginning Ending

2. Audit will be submitted to AL DHS Accounting Office by:
(Date)

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

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by AL DHS, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your grant award being delayed and/or cancelled.

Form Completed By
Name: Title:

Signature:

26-12
Initial Here: D.C.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION - LETTER OF AGREEMENT

1. **Grantee Name & Address:**	2. **Issuing Office & Address:**
Montgomery County Sheriff's Department 115 S. Perry St Montgomery , AL 36104	Alabama Department of Homeland Security PO Box 304115 Montgomery, AL 36130-4115

3. **FY**	4. **Amount of**	5. **Effective Dates**	6. **Agreement Number**
2008	Federal $ 87,026.13 Total $ 87,026.13	Begin: October 10, 2008 End: June 30, 2010	ALDHS-08-0601 **Grant Numbers (Reporting Categories):** 8SHL $ 87,026.13

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 FY2008 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.

Initital Here: D.C. 26-13

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 consultants/contractors who are individuals 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. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. 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;

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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: 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.

a. Title: 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.

b. 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.

c. The AEL, section 12 (CBRNE Response Vehicles/Prime Movers) grant notes: This category includes special-purpose vehicles 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 and registration 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.

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.

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.

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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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), United States Department of Homeland Security. 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. 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 can be obtained by contacting the Alabama Department of Homeland Security.

25. 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.

26. 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.

27. 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.

28. Space: 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 provide to the SAA. 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 participate in mortgage payments, as this is unallowable.

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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

29. 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.

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.

30. National Incident Management System (NIMS): The sub-grantee agrees to make good faith efforts to comply with NIMS compliance requirements contained in US DHS grant guidance and published by the NIMS Integration Center and the State NIMS Coordinator. The sub-grantee further agrees to comply with specific requirements published in the State of Alabama NIMS Implementation Plan.

31. Alabama Mutual Aid System Agreement (AMAS): The sub-grantee agrees to remain a party to the Alabama Mutual Aid System Agreement.

32. 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. This is a new requirement and is in addition to the earlier paper copies that may have been submitted.

33. Metropolitan Medical Response System (MMRS): 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. 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.

34. 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, preparedness planning and IED prevention and protection. Additionally, the amount to be spent and the percentage for the expenditures will be documented in a letter

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attached to the budget detail worksheet for each of the three areas: law enforcement, preparedness planning, and IED prevention and protection.

35. Special Conditions: N/A

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CERTIFICATION BY COUNTY HOMELAND SECURITY POINT OF CONTACT (POC)

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

Name: Derrick Cunningham
Title: Chief Deputy
Agency Address: 115 South Perry St. Montgomery, AL. 36104
Phone Number: (334) 832-1646
Fax Number: (334) 832-7113
Mobile Number: (334) 850-1329
E-Mail Address: DerrickCunningham@mc-ala.org
Signature:
Date: 11-1-08

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:
Date: OCT 10 2008

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

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

1. LOBBYING

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

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

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

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

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

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

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

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --
  (a) The dangers of drug abuse in the workplace;
  (b) The grantee's policy of maintaining a drug-free workplace;
  (c) Any available drug counseling, rehabilitation and employee assistance programs, and
  (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

  (a) Abide by the terms of the statement; and
  (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

  (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

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

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

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

Alabama Department of Homeland Security
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

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

1. *Audit Period: Beginning ______ Ending ______

2. Audit will be submitted to AL DHS Accounting Office by: ______
(Date)

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

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by AL DHS, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your grant award being delayed and/or cancelled.

Form Completed By
Name: Title:

Signature:

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Initial Here: DC

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION - LETTER OF AGREEMENT

1. **Grantee Name & Address:**	2. **Issuing Office & Address:**
Montgomery County Sheriffs Department 115 S. Perry St Montgomery , AL 36104	Alabama Department of Homeland Security PO Box 304115 Montgomery, AL 36130-4115

3. **FY**	4. **Amount of**	5. **Effective Dates**	6. **Agreement Number** ALDHS-08-0628
2008	Federal $ 60,000.00 Total $ 60,000.00	Begin: October 10, 2008 End: June 30, 2010	**Grant Numbers (Reporting Categories):** 8LEL $ 60,000.00

Montgomery County Sheriffs Department is herein referred to as the Sub-grantee, the Alabama Department of Homeland Security is herein referred to as AL DHS, and FY2008 is herein referred to as the Agreement Fiscal Year.

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

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

3. Audit Requirements: The sub-grantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by AL DHS and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the sub-grantee has not expended the amount of federal funds that would require a compliance audit. The sub-grantee agrees to accept these requirements.

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

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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 consultants/contractors who are individuals 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. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. 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;

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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: 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.

a. Title: 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.

b. 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.

c. The AEL, section 12 (CBRNE Response Vehicles/Prime Movers) grant notes: This category includes special-purpose vehicles 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 and registration 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.

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.

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.

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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), United States Department of Homeland Security. 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. 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 can be obtained by contacting the Alabama Department of Homeland Security.

25. 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.

26. 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.

27. 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.

28. Space: 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 provide to the SAA. 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 participate in mortgage payments, as this is unallowable.

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29. 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.

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.

30. National Incident Management System (NIMS): The sub-grantee agrees to make good faith efforts to comply with NIMS compliance requirements contained in US DHS grant guidance and published by the NIMS Integration Center and the State NIMS Coordinator. The sub-grantee further agrees to comply with specific requirements published in the State of Alabama NIMS Implementation Plan.

31. Alabama Mutual Aid System Agreement (AMAS): The sub-grantee agrees to remain a party to the Alabama Mutual Aid System Agreement.

32. 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. This is a new requirement and is in addition to the earlier paper copies that may have been submitted.

33. Metropolitan Medical Response System (MMRS): 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. 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.

34. 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, preparedness planning and IED prevention and protection. Additionally, the amount to be spent and the percentage for the expenditures will be documented in a letter

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attached to the budget detail worksheet for each of the three areas: law enforcement, preparedness planning, and IED prevention and protection.

35. Special Conditions: N/A

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CERTIFICATION BY COUNTY HOMELAND SECURITY POINT OF CONTACT (POC)

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

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address: 115 South Perry St. Montgomery, AL 36104

Phone Number: (334) 832-1646

Fax Number: (334) 832-7113

Mobile Number: (334) 850-1329

E-Mail Address: DerrickCunningham@mc-ala.org

Signature: Date: 11-1-08

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: Date: OCT 10 2008

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

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

1. LOBBYING

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

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

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

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

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

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

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

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --
  (a) The dangers of drug abuse in the workplace;
  (b) The grantee's policy of maintaining a drug-free workplace;
  (c) Any available drug counseling, rehabilitation and employee assistance programs, and
  (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

  (a) Abide by the terms of the statement; and
  (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

  (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

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

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

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

Alabama Department of Homeland Security
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

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

1. *Audit Period:	Beginning		Ending	

2. Audit will be submitted to AL DHS Accounting Office by: ____________
(Date)

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

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by AL DHS, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your grant award being delayed and/or cancelled.

Form Completed By
Name:
Title:

Signature:

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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
2008	Federal $ 22,000.00 Total $ 22,000.00	Begin: October 10, 2008 End: June 30, 2010	ALDHS-08-0624 **Grant Numbers (Reporting Categories):** 8CCL $ 22,000.00

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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. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. 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;

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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: 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.

a. Title: 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.

b. 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.

c. The AEL, section 12 (CBRNE Response Vehicles/Prime Movers) grant notes: This category includes special-purpose vehicles 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 and registration 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.

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.

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.

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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), United States Department of Homeland Security. 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. 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 can be obtained by contacting the Alabama Department of Homeland Security.

25. 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.

26. 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.

27. 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.

28. Space: 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 provide to the SAA. 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 participate in mortgage payments, as this is unallowable.

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29. 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.

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.

30. National Incident Management System (NIMS): The sub-grantee agrees to make good faith efforts to comply with NIMS compliance requirements contained in US DHS grant guidance and published by the NIMS Integration Center and the State NIMS Coordinator. The sub-grantee further agrees to comply with specific requirements published in the State of Alabama NIMS Implementation Plan.

31. Alabama Mutual Aid System Agreement (AMAS): The sub-grantee agrees to remain a party to the Alabama Mutual Aid System Agreement.

32. 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. This is a new requirement and is in addition to the earlier paper copies that may have been submitted.

33. Metropolitan Medical Response System (MMRS): 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. 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.

34. 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, preparedness planning and IED prevention and protection. Additionally, the amount to be spent and the percentage for the expenditures will be documented in a letter

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attached to the budget detail worksheet for each of the three areas: law enforcement, preparedness planning, and IED prevention and protection.

35. Special Conditions: N/A

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CERTIFICATION BY COUNTY HOMELAND SECURITY POINT OF CONTACT (POC)

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

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address: 115 South Perry St. Montgomery, AL. 36104

Phone Number: (334) 832-1646

Fax Number: (334) 832-7113

Mobile Number: (334) 850-1329

E-Mail Address: DerrickCunningham@mc-ala.org

Signature:

Date: 11-7-08

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:

Date: OCT 10 2008

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

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

1. LOBBYING

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

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

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

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

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

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

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

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --
  (a) The dangers of drug abuse in the workplace;
  (b) The grantee's policy of maintaining a drug-free workplace;
  (c) Any available drug counseling, rehabilitation and employee assistance programs, and
  (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

  (a) Abide by the terms of the statement; and
  (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

  (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

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

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

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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CFDA TITLE: State Homeland Security Grant Program
CFDA #: 97.067

ACCEPTANCE OF AUDIT REQUIREMENTS

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

Alabama Department of Homeland Security
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

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

1. *Audit Period: Beginning ______ Ending ______

2. Audit will be submitted to AL DHS Accounting Office by: ______ (Date)

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

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by AL DHS, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your grant award being delayed and/or cancelled.

Form Completed By
Name: Title:

Signature:

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ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, November 24, 2008, at 8:00 in the morning.

Administrator

Chairman