

A COUNTY OLDER THAN THE STATE

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR

(334) 832-1210
FAX (334) 832-2533

December 31, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *dlm*
County Administrator

SUBJECT: Information pertaining to the January 4, 2016
Montgomery County Commission Regular Meeting

We will begin our Information Session on Monday, January 4, 2016, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

County offices will be closed on Monday, January 18, 2016 in observance of Martin Luther King, Jr.'s, Birthday. **The second Commission meeting in January will be held on Tuesday, January 19, 2016.**

At the conclusion of the Formal Session on Tuesday, January 19, 2016, the Commission will need to convene a **Special Call Meeting of the Montgomery County Emergency Management Communications District Board** to consider a request from Sheriff Derrick Cunningham regarding Extension of the Master Service Agreement and Authorization of an Additional Statement of Work to the Master Service Agreement with Nitorco, Inc., for Software Systems and Maintenance Services.

Prior to the next County Commission meeting, I will be submitting to each Commissioner a copy of my Performance Evaluation packet, of which you should complete and submit to Personnel Director Carmen Douglas. City/County Personnel will compile and provide the composite evaluation to the Commission.

Enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' In-House Miscellaneous Appropriations.

Also, enclosed in your packet is a copy of the 2016 Montgomery County Commission Meeting Schedule.

1. County Commission Information Session Schedule for January 4, 2016

**Items to Consider for Tuesday, January 19, 2016 Montgomery County Commission
Regular Meeting Agenda**

2. Consider Amendment Number 2 to Contract with Perfect Touch Janitorial Services, LLC, for Cleaning Services at the Montgomery County Detention Facility Jails 1 and 2, Detention Facility
3. Consider Payment of 2016 Membership Dues to the Public Risk Management Association (PRIMA) for Director of Risk Management Scott Kramer, Risk Management
4. Consider Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 4ATL (FY2014 - \$50,000), Sheriff's Office
5. Consider Final Pay Application Number 14 to Russell Construction of Alabama, Inc., regarding County Courthouse Annex I, Third Floor Renovations and Alterations for the District Attorney and Child Support Offices, County Commission

**Item to Consider for January 19, 2016 Special Called Emergency Management
Communications District Board Meeting Agenda**

6. Consider Extension of the Master Service Agreement and Authorization of an Additional Statement of Work to the Master Service Agreement with Nitorco, Inc., for Software Systems and Maintenance Services, Sheriff's Office

Personnel Actions

7. Consider Position Fill Requests – Engineering Department (4)
 - (1) County Road Equipment Operator I, Position Number 630551020
 - (2) County Road Equipment Operator III, Position Number 620553007
 - (3) County Road Equipment Operator II, Position Number 610552010
 - (4) Service Maintenance Worker II, Position Number 630702030
8. Consider Position Fill Requests – Detention Facility (2)
 - (1) Corrections Officer Trainee/Corrections Officer, Position Number 215
 - (2) Clerk II, Position Number 235

General Information

9. Copy of Memorandum and Attachment from Presiding Judge Family Court Anita L. Kelly regarding Implementation of Requirements Pursuant to Amended Protection from Abuse Law/Domestic Violence Law (See Page 10, Section 15-23-68, Waiting area for victim; court to minimize contact of victim with defendant.)
10. Copy of Email from Executive Director Meesoon Han with the Alabama-Korea Education & Economic Partnership (A-KEEP) regarding the Program

11. Copy of Letter from Senior Vice President of Corporate Development Ellen G. McNair, Montgomery Area Chamber of Commerce regarding the Calling of an Executive Session to Discuss a Commerce or Trade Matter
12. Copy of Memoranda from Grant Manager Regina Walker and Administrator Mims regarding Withdrawal of the Land and Water Conservation Fund (LWCF) Grant Application for the Development of the County Ponds
13. Copy of Email from the Office of Refugee Resettlement (ORR) at the Department of Health and Human Services (HHS) regarding a Possible Assessment of a Facility to House Unaccompanied Children from the U.S. Southern Border at Gunter Annex
14. Copy of Demographic Information and Page 1 of IRS Form 990 for the last four years from The Samaritan Counseling Center (**We have emailed each Commissioner the detailed Form 990 for the years 2011, 2012, 2013 and 2014 because each document is over 30 pages**)
15. Copy of Budget Revenues and Expenditures for 2016 and IRS Form 990EZ for 2015 from Life Time Resolutions (**The Form 990EZ for 2015 is only four pages long**)
16. Copy of Letter from Debra Warren with Montgomery Working Women Network requesting Funding in the amount of \$1,295 for Instruction and Curriculum Material for the Pre-K-12th Grade Students (**On December 17, 2012, the Commission Appropriated \$1,000 for this program. Copy of Contract with this organization is attached.**)
17. Copy of Summary of Important Information concerning the Operations of the Montgomery County Commission, which was emailed to you on November 17, 2015
18. Copy of Schedule of Upcoming Bids/Contract Renewals
19. Copies of Detailed Accounts Payables, paid 12/18/15 and 12/23/15; subject to County Commission approval

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
JANUARY 4, 2016

- 8:00 a.m. Prayer led by Commissioner Williams
- 8:05 a.m. Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. Presiding Judge Family Court Anita L. Kelly – Presentation regarding Implementation of Requirements Pursuant to Amended Protection from Abuse Law/Domestic Violence Law **(General Information Item 9)**
- 8:20 a.m. Director of Risk Management Scott Kramer – Presentation regarding Amendment Number 2 to Contract with Perfect Touch Janitorial Services, LLC, for Cleaning Services at the Montgomery County Detention Facility Jails 1 and 2 **(Future Agenda Item 2)** and Payment of 2016 Membership Dues to the Public Risk Management Association (PRIMA) for Director of Risk Management Scott Kramer **(Future Agenda Item 3)**
- 8:30 a.m. Executive Director Meesoon Han with the Alabama-Korea Education & Economic Partnership (A-KEEP) – Presentation regarding the Program **(General Information Item 10)**
- 8:45 a.m. President Randy George and Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce – Executive Session regarding a Commerce or Trade Matter **(General Information Item 11)**
- 9:00 a.m. Chief Information and Technology Officer Lou Ialacci – Presentation regarding Extension of the Master Service Agreement and Authorization of an Additional Statement of Work to the Master Service Agreement with Nitorco, Inc., for Software Systems and Maintenance Services **(Special Called Emergency Management Communications District Board (911 Board) Future Agenda Item 6)** and Update regarding Information Systems Operations
- 9:10 a.m. County Engineer George Speake – Update regarding Engineering Department Operations and Position Fill Requests for County Road Equipment Operator I, Position Number 630551020, County Road Equipment Operator III, Position Number 620553007, County Road Equipment Operator II, Position Number 610552010 and Service Maintenance Worker II, Position Number 630702030 **(Personnel Actions Item 7)**
- 9:20 a.m. Grant Manager Regina Walker – Presentation regarding Withdrawal of the Land and Water Conservation Fund (LWCF) Grant Application for the Development of the County Ponds **(General Information Item 12)**
- 9:30 a.m. Formal Session of County Commission
- 11:00 a.m. Adjourn

December 22, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Director of Risk Management

SUBJECT: Amendment 2 - Perfect Touch Contract with Detention Facilities – 1 & 2

In the past, after going through an RFP process, Perfect Touch presented the most reasonable proposal to clean Jail 2. They have performed this contract well according to the Detention Facility management. As such, with the recommendation of the Detention Facility management, I am requesting an amendment to the contract to clean Jail 1 (including the cell blocks). In cleaning the vents with high ceilings, this would avoid a potential liability concern of using our own employees.

**Montgomery County Commission
Risk Management Department
P. O. Box 1667
Montgomery, AL 36102**

Amendment
To
Contract for Cleaning of Inmate Jail Pods
In Montgomery County Detention Facility, Jail 2 and cleaning of Jail 1 (including
cell blocks)

Amendment No. 2

Contract with Perfect Touch Janitorial Services, LLC for cleaning services at the Montgomery County Detention Facility Jail 2, is hereby modified to also include the cleaning of all control booths, as well as the cleaning of Jail 1 including cell blocks.

The price will increase from \$2,235 to \$8,035 for the initial cleaning and then \$6,635 for subsequent semi-annual cleanings.

All other provisions of the contract remain the same.

WITNESS:

PERFECT TOUCH JANITORIAL SERVICES

BY: _____ Date _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____ Date _____

TITLE: _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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TDD (334) 265-3568
www.mc-ala.org

December 17, 2015

MEMORANDUM

TO: Donald Mims
County Administrator

FROM: Scott Kramer 
Risk Manager

SUBJECT: Public Risk Management Association (PRIMA) Membership Dues

I would like to request your approval for payment of PRIMA membership dues. The cost of membership dues for government members is \$385 for the period of January 1, 2016 – December 31, 2016.

This organization has contributed to the success of our Risk Management program in the past, as I have used many of their resources including, but not limited, to sample policies, as well as national trends and regulations affecting our industry. As you are aware, I serve on the national Board of Directors for this association.

Membership Dues Invoice



Date: December 1, 2015

Bill to:

Scott Kramer, MBA, ARM
City/County Director of Risk Management
Montgomery County Commission, AL & City of
Montgomery
PO Box 1667
Montgomery, AL 36102

Public Risk Management Association
700 So. Washington Street, Suite 218
Alexandria, VA 22314
Telephone: 703-528-7701
Fax: 703-739-0200

Your membership renewal is due soon

Thank you for your payment and support!

Invoice#: Due30Dec-Org79
Membership #: 10009399
Expires on: 12/31/2015
Member Type: Government Member

Details

Item #	Qty.	Description	Dues Amount	Total
	1	Government Member	\$385	\$385
		<i>Just a reminder to keep us in mind and consider a PRIMA membership once again! PRIMA is "your association" and it continues to support its members to promote and advance the practice of public sector risk management profession.</i>		\$385

Don't miss your PRIMA benefits! You can renew online by going to <http://www.primacentral.org>. Renew now!

If paying by check, please make it payable to PRIMA and mail to
700 So. Washington Street Suite 218 Alexandria, VA 22314 or if by credit card:

Payment: Master Card ☐ Visa ☐ American Express ☐

Card Number _____ Expiration Date _____ CVV # _____

Authorized Signature _____ Email _____
(required for receipt)

Billing address _____

City _____ State _____ Zip _____

If you have any questions, contact Membership at bdones@primacentral.org

IMPORTANT: Please disregard if you have already renewed. THANKS!

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DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

December 28, 2015

MEMORANDUM

TO : Tammy Nix, Administrative Secretary
County Commission

FROM : Christie Vázquez, Administrative Assistant
Montgomery County Sheriff's Office

SUBJECT : ALEA Homeland Security Grant
4ATL Grant

Please find attached the Cooperative Agreement for the newest Homeland Security Grant (4ATL Grant). Please have Mr. Dean sign it and I will pick it back up from the front desk when it's ready.

If you have any questions, please do not hesitate to contact me (ext. 7106).

Thanks for all that you do!

encl.

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

1. Administrator Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2014	4. Amount of: Federal: \$50,000.00 Total: \$50,000.00	5. Effective Dates Begin: 12/01/2015 End: 06/01/2016	6. Award Number: 4ATL

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Administrator, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2014 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Administrator and the Equipment Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Administrator and Equipment Recipient 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. The Administrator and Equipment Recipient must comply with Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations. The Administrator and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

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 Administrator and Equipment Recipient agree to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by ALEA 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 Administrator has not expended the amount of federal funds that would require a compliance audit. The Administrator agrees to accept these requirements.

4. Non-Supplanting Agreement: The Administrator and the Equipment Recipient shall not use Federal Homeland Security Grant Program 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 Administrator may resume charging for the grant position.

5. Project Implementation: The Administrator and the Equipment Recipient agrees to implement all projects within 90 days following the award effective date or be subject to automatic cancellation of the award. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.

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

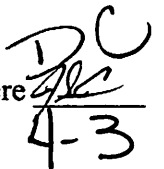
7. Individual Consultants: Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.

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

8. Bidding Requirements: The Administrator and Equipment Recipient 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. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.
9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Administrator must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; *however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA)*. Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.
10. Terms of Grant Period: 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 funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.
12. Recording and Documentation of Receipts and Expenditures: The Administrator'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 awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.
13. Financial Responsibility: The financial responsibility of the Administrator must be such that the Administrator 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 award and the expenditure of funds for each award;
 - 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;
 - 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.

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

14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Administrator and the Equipment Recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Administrator and the Equipment Recipient will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Administrator or the Equipment Recipient.

b. The federal procedures for managing equipment will be the responsibility of the Administrator. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

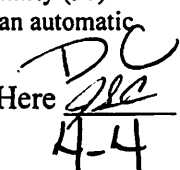
- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

c. Disposition: Equipment shall be used 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. Property may be retained by the Administrator agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.

e. Equipment Marking: The Administrator and the Equipment Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

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

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

17. Americans with Disabilities Act of 1990 (ADA): The Administrator and the Equipment Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Administrators and Equipment Recipients 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 agreement 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 cooperative agreement, the Administrator and the Equipment Recipient 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 recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.
23. Publications: The Administrator agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The Administrator also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Administrator.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of awards 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 ALEA guidelines or "Special Conditions" placed on the award.
26. Compliance Agreement: The Administrator and the Equipment Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.
27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

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

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

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

c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with ALEA. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA, ALEA) 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 award (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (ALEA). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for the space. Please note that the award can only be charged for the portion of rental costs in accordance with the above requirements. The award cannot be used for mortgage payments, as this is unallowable.

28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Administrator or Equipment Recipient 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 award, including property accountability and vehicle usage.

c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.

d. Failure to submit reports on a semi-annual basis and as otherwise required.

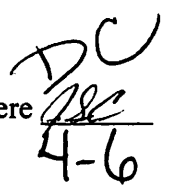
e. Filing a false certification, other report or document.

f. Other good cause shown.

29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY14 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY14 Homeland Security Grant Program funding.

a. The Administrator of FY14 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any Administrator allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.

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

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Administrator will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Administrator must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Administrator will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the US DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total \$5,000.00 or more, a new signature sheet by stakeholders is required to be submitted with the BDW revision. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.
- b. In regard to Law Enforcement, the Administrator agrees to spend the appropriate percentage of this award in compliance with US DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.
32. Metropolitan Medical Response System (MMRS):
- a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS Administrators are to:
- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
 - Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework.
 - Promote sub-State regional coordination of mutual aid with neighboring localities.
 - Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events.
 - Validate the Administrator's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
 - Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
 - Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard.
 - Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible.
 - Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained.
 - Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments.

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

- b. Budget detail worksheets will document program expenses as prescribed in other sections of the Homeland Security Grant Program guidance. Budget detail worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.
33. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.
34. Overtime and Backfill: Administrators must read and comply with the funding restrictions provided in FY14 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.
- a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency*. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package.
35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Administrator must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Administrators must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding. MMRS funds may not be used for any type of construction.
36. Special Instructions: This grant is for costs related to the virtual/simulated Active Shooter Program.

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CERTIFICATION BY THE ADMINISTRATOR

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

Name: Derrick Cunningham
Title: Sheriff
Agency Address: 115 S. Perry St., Montgomery, AL 36104
Phone Number: 334.832.1646
Fax Number: 334.832.7113
Mobile Number: 334.850.1329
E-Mail Address: DerrickCunningham@mc-ala.org
Signature: [Signature] Date: 12.28.2015

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name: Elton N. Dean, Sr.
Title: Chairman
Agency Address: 100 S. Lawrence St. Montgomery, AL 36104
Phone Number: _____
Signature: _____ Date: _____

NOTE: THE HS POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. ANY STAFF FUNDED UNDER THIS AWARD MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.

Name: _____
Title, Agency, Agency Address, Phone Number: _____
Signature: _____ Date: _____

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier
Title: Secretary, Alabama Law Enforcement Agency
Signature: [Signature] Date: 12/19/2015

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

Sub-grantees should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-grantees 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 sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients 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 SUB-GRANTEES
RECEIVING \$50,000 OR MORE, AND ALL STATE AGENCIES REGARDLESS OF AWARD 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 SUB-GRANTEES
RECEIVING \$50,000 OR MORE.**

As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for sub-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 Law Enforcement Agency
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 ALEA Accounting Office by: (Date)

NOTE: The audit or written certification must be submitted to ALEA, *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 award 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 ALEA, 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 award being delayed and/or cancelled.

Form Completed By
Name: Elton N. Dean, Sr. Title: Chairman

Signature:

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ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667



ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

December 29, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator *fmc*

SUBJECT: Russell Construction Final Pay Application for Annex I DA and Child Support Renovations

Please find attached an application for final payment of \$74,793.00 to Russell Construction of Alabama, Inc., under its contract for DA and Child Support Renovations in Annex I.

I request that approval of final payment be placed on the agenda of the next meeting of the Commission.



architects inc.

FORMERLY PEARSON, HUMPHRIES, JONES AND ASSOCIATES, INC ARCHITECTS
P.O. BOX 215 MONTGOMERY, ALABAMA 36101 TELEPHONE (334) 265-8781

**CONTRACTOR'S
SUMMARY**

SUMMARY OF OWNER-CONTRACTOR ACCOUNT

To: Mr. Donnie Mims, Administrator
Montgomery Co. Commission
P.O. Box 1667
Montgomery, AL 36102-1667

PH&J Project: Renovations & Alterations to the Montgomery
Co. Courthouse-Annex I-DA/Child Support Suites

Project: 1208-GVC

Contractor: Russell Construction of Alabama, Inc.

We have reviewed the Contractor's Application for Payment (Copy Attached) and have summarized below for your convenience this and previous applications, and the status of this account.

Record of Contract Adjustments

Date	Document	Subject	Add/Deduct Amount	Current Adjusted Contract Sum
07/21/14	Original Contract			2,850,274.00
12/10/14	Change Order #1	Add data wiring, plumbing issues, etc.	155,122.00	3,005,396.00
02/10/15	Change Order #2	Replace HVAC roof supports, DA mods, etc	224,133.00	3,229,529.00
05/27/15	Change Order #3	Reconcile security & data allowance	(250,000.00)	2,979,529.00
09/02/15	Change Order #4	Add'l work on 2nd floor, 3rd fl exhaust duct	12,190.00	2,991,719.00

Tabulation of Certified Payments

Pay Contractor > Russell Construction of Alabama, Inc. 74,793.00

Date	Certificate Number	Current Contract Sum	Amount of Attached Certificate	Previously Certified	Total Certified to Date	Balance not yet Certified
09/23/14	1	2,850,274.00	61,836.00	-	61,836.00	2,788,438.00
10/01/14	2	2,850,274.00	65,618.00	61,836.00	127,454.00	2,722,820.00
10/29/14	3	2,850,274.00	259,449.00	127,454.00	386,903.00	2,463,371.00
12/01/14	4	2,850,274.00	280,445.00	386,903.00	667,348.00	2,182,926.00
01/05/15	5	3,005,396.00	366,978.00	667,348.00	1,034,326.00	1,971,070.00
02/12/15	6	3,005,396.00	470,765.00	1,034,326.00	1,505,091.00	1,500,305.00
03/02/15	7	3,005,396.00	514,802.00	1,505,091.00	2,019,893.00	985,503.00
04/01/15	8	3,229,529.00	315,825.00	2,019,893.00	2,335,718.00	893,811.00
06/09/15	9	2,979,529.00	71,847.00	2,335,718.00	2,407,565.00	571,964.00
07/06/15	10	2,979,529.00	127,582.00	2,407,565.00	2,535,147.00	444,382.00
08/04/15	11	2,979,529.00	200,770.00	2,535,147.00	2,735,917.00	243,612.00
09/03/15	12	2,979,529.00	134,631.00	2,735,917.00	2,870,548.00	108,981.00
10/05/15	13	2,991,719.00	46,378.00	2,870,548.00	2,916,926.00	74,793.00
12/22/15	14-Final	2,991,719.00	74,793.00	2,916,926.00	2,991,719.00	-

PH&J architects, inc.

Distribution: 3 copies to owner

By:

Chevette Culver

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Montgomery Ccounty Commission
PO Box 1667
Montgomery AL 36102

PROJECT: MCC Annex 1
DA & Child Support Suites
100 S Lawrence Street
Montgomery AL

Distribution to:
OWNER (x2)
ARCHITECT
CONTRACTOR

FROM: Russell Construction of Alabama, Inc.
1616 Mount Meigs Road
Montgomery, AL 36107
RCA Project No.: C10

CONTRACTOR: PH&J Architects
807 S. McDonough Street
Montgomery, AL 36104
Project No. 1208-GVC

CONTRACT DATE: 21-Jul-14
NTP: 18-Aug-14
CONTRACT DAYS: 434
COMPL DATE: 26-Oct-15

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM

2. Net change by Change Orders

3. CONTRACT SUM TO DATE (line 1 ± 2)

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

5. RETAINAGE:

a. 5.0% of Work Completed \$ (5% of 50%)

b. 5.0% of Stored Material

(Columns F on G703)

Total Retainage Line 5a + 5b or Total in Column 1 of G703

6. TOTAL EARNED LESS RETAINAGE (LINE 4 - LINE 5)

7. LESS PREVIOUS PAYMENTS

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE (line 3 less Line 6)

CHANGE ORDER SUMMARY	# 01 - # 03	ADDITIONS	DEDUCTIONS
Previously approved changes		\$ 129,255	
Total approved this month	C/O # 04	\$ 12,190	
TOTALS		\$ 141,445	\$
NET CHANGES by Change Order		\$ 141,445	

APPLICATION FOR PAYMENT - SCHEDULE OF VALUES

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULE OF VALUES	D PREVIOUS APPLICATIONS	E WORK COMPLETED	F THIS APPLICATION	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
	MCC Annex 1		14					
	DA & Child Support Suites							
								2.5%
1	Mobilization	2,500	2,500			2,500	100.0%	63
2	P & P bond	30,000	30,000			30,000	100.0%	750
3	Insurance	6,309	6,309			6,309	100.0%	158
4	Permitting	12,220	12,220			12,220	100.0%	306
5	Supervision	82,502	82,502			82,502	100.0%	2,063
6	Dumpsters/Trash removal	9,100	9,100			9,100	100.0%	228
7	General Conditions	32,089	32,089			32,089	100.0%	802
8	Contractor Fee	111,158	111,158			111,158	100.0%	2,779
9	Final Clean-Up	4,571	4,571			4,571	100.0%	114
	Demolition							
10	Phase 1	19,693	19,693			19,693	100.0%	492
11	Phase 2	8,000	8,000			8,000	100.0%	200
12	Concrete	1,020	1,020			1,020	100.0%	26
13	Concrete labor	1,573	1,573			1,573	100.0%	39
14	Masonry material & accessories	831	831			831	100.0%	21
15	Masonry labor	1,238	1,238			1,238	100.0%	31
16	Miscellaneous steel	15,898	15,898			15,898	100.0%	397
17	Ships ladders	4,130	4,130			4,130	100.0%	103
18	Installation of steel materials	3,202	3,202			3,202	100.0%	80
19	Studs / Lumber	1,110	1,110			1,110	100.0%	28
20	Blocking / Rough carpentry	3,086	3,086			3,086	100.0%	77
	Cabinetry, Counters & Millwork							
21	Millwork materials	66,459	66,459			66,459	100.0%	1,661
22	Installation of Millwork	41,000	41,000			41,000	100.0%	1,025
23	Casework	38,850	38,850			38,850	100.0%	971
24	Casework Installation	3,850	3,850			3,850	100.0%	96
	Roofing							
25	HVAC curb flashing - labor	13,069	13,069			13,069	100.0%	327
26	HVAC curb flashing material	2,200	2,200			2,200	100.0%	55
27	Penetration pockets - Labor	9,000	9,000			9,000	100.0%	225
28	Penetration pockets - material	1,462	1,462			1,462	100.0%	37
29	Roof Drain flashing	2,800	2,800			2,800	100.0%	70
30	Stucco	15,000	15,000			15,000	100.0%	375
	Stucco - Window patches							
	Plaster repair (interior)							
31	Sealants	1,000	1,000			1,000	100.0%	25
32	HM Frames	17,401	17,401			17,401	100.0%	435
33	Install HM Frames	2,095	2,095			2,095	100.0%	52
34	HM Doors or Wood Doors	25,615	25,615			25,615	100.0%	640
35	Finish Hardware	35,400	35,400			35,400	100.0%	885
36	Install Doors & Hardware	4,235	4,235			4,235	100.0%	106

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APPLICATION FOR PAYMENT - SCHEDULE OF VALUES

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULE OF VALUES	D PREVIOUS APPLICATIONS	E WORK COMPLETED	F STORED MAT. ON SITE (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
	MCC Annex 1		14	THIS APPLICATION				2.5%
	DA & Child Support Suites							
37	Aluminum Windows	13,130	13,130			13,130	100.0%	328
38	Install AL Windows	2,000	2,000			2,000	100.0%	50
39	Storefront & Entrances	10,355	10,355			10,355	100.0%	259
40	Drywall - Insulation & ACT							
41	Project Management / Supervision	20,000	20,000			20,000	100.0%	500
42	Miscellaneous / H&C	12,000	12,000			12,000	100.0%	300
43	Metal Studs Materials	27,542	27,542			27,542	100.0%	689
44	Sheetrock Materials	33,100	33,100			33,100	100.0%	828
45	Insulation Materials	17,335	17,335			17,335	100.0%	433
46	ACT Materials	31,645	31,645			31,645	100.0%	791
47	Metal Stud Labor	84,000	84,000			84,000	100.0%	2,100
48	Sheetrock Labor	68,800	68,800			68,800	100.0%	1,720
49	Insulation Labor	7,938	7,938			7,938	100.0%	198
49	ACT Labor	25,000	25,000			25,000	100.0%	625
50	AWP	20,640	20,640			20,640	100.0%	516
51	Floorcovering							
51	Carpet materials	70,250	70,250			70,250	100.0%	1,756
52	Carpet labor	8,650	8,650			8,650	100.0%	216
53	Vinyl Plank materials	10,540	10,540			10,540	100.0%	264
54	Vinyl Plank labor	5,665	5,665			5,665	100.0%	142
55	Hart Tile materials	17,220	17,220			17,220	100.0%	431
56	Hard Tile labor	10,695	10,695			10,695	100.0%	267
57	VCT & Rubber base	11,630	11,630			11,630	100.0%	291
58	Painting & Coatings							
59	Primer on walls	11,500	11,500			11,500	100.0%	288
60	1st coat on walls	11,500	11,500			11,500	100.0%	288
61	2nd coat on walls	11,500	11,500			11,500	100.0%	288
62	Doors, casings and misc metals	11,500	11,500			11,500	100.0%	288
63	Paint materials	10,000	10,000			10,000	100.0%	250
64	Toilet Accessories	2,970	2,970			2,970	100.0%	74
65	Toilet Partitions	6,670	6,670			6,670	100.0%	167
66	Lockers	5,155	5,155			5,155	100.0%	129
67	Fire Extinguishers	2,110	2,110			2,110	100.0%	53
68	Install All Specialties	2,393	2,393			2,393	100.0%	60
69	Signs	24,284	24,284			24,284	100.0%	607
70	HVAC							
71	Mobilization	1,500	1,500			1,500	100.0%	38
72	Bond	4,403	4,403			4,403	100.0%	110
73	Mechanical Related Demolition (Mezzanine)	5,585	5,585			5,585	100.0%	140
74	Mechanical Related Demolition (Penthouse)	2,999	2,999			2,999	100.0%	75
75	Mechanical Related Demolition (Open Floor Area)	13,107	13,107			13,107	100.0%	328

55

APPLICATION FOR PAYMENT - SCHEDULE OF VALUES

[illegible]

APPLICATION FOR PAYMENT - SCHEDULE OF VALUES

A	B		D	E	F	G	H	I
ITEM	DESCRIPTION			WORK COMPLETED		TOTAL	BALANCE	RETAINAGE
NO	OF WORK					COMPLETED	TO FINISH	
			14	THIS APPLICATION		AND STORED	(C-G)	
	SCHEDULE		PREVIOUS	WORK	STORED MAT.	TO DATE		2.5%
	OF		APPLICATIONS		ON SITE	(D+E+F)		
	VALUES				(NOT IN D OR E)			
112	Phase 1 Layout	11,000	11,000			11,000	100.0%	275
113	Phase 1 Sanitary Material	28,000	28,000			28,000	100.0%	700
114	Phase 1 Sanitary Labor	17,000	17,000			17,000	100.0%	425
115	Phase 1 Storm Material	2,000	2,000			2,000	100.0%	50
116	Phase 1 Storm Labor	2,000	2,000			2,000	100.0%	50
117	Phase 1 Water Material	19,000	19,000			19,000	100.0%	475
118	Phase 1 Water Labor	15,000	15,000			15,000	100.0%	375
119	Phase 1 Water Heater Material	7,500	7,500			7,500	100.0%	188
120	Phase 1 Water Heater Labor	2,000	2,000			2,000	100.0%	50
121	Phase 1 Insulation	12,500	12,500			12,500	100.0%	313
122	Phase 1 Fixtures Material	10,500	10,500			10,500	100.0%	263
123	Phase 1 Fixtures Labor	2,500	2,500			2,500	100.0%	63
124	Phase 2 Demo Material	500	500			500	100.0%	13
125	Phase 2 Demo Labor	1,500	1,500			1,500	100.0%	38
126	Phase 2 Sanitary Material	2,500	2,500			2,500	100.0%	63
127	Phase 2 Sanitary Labor	2,500	2,500			2,500	100.0%	63
128	Phase 2 Water Material	2,500	2,500			2,500	100.0%	63
129	Phase 2 Water Labor	1,500	1,500			1,500	100.0%	38
130	Phase 2 Insulation	1,000	1,000			1,000	100.0%	25
131	Phase 2 Fixtures Material	1,000	1,000			1,000	100.0%	25
132	Phase 2 Fixtures Labor	1,000	1,000			1,000	100.0%	25
133	Sprinkler System	6,600	6,600			6,600	100.0%	165
	Electrical							
134	Temporary / Mobilization	11,540	11,540			11,540	100.0%	289
135	Bond	6,940	6,940			6,940	100.0%	174
136	Demolition	21,150	21,150			21,150	100.0%	529
137	B/C Overhead - Material	50,200	50,200			50,200	100.0%	1,255
138	B/C Overhead - Labor	90,700	90,700			90,700	100.0%	2,268
139	Feeders Overhead - Material	25,950	25,950			25,950	100.0%	649
140	Feeders Overhead - Labor	19,900	19,900			19,900	100.0%	498
141	B/C Wire - Material	20,900	20,900			20,900	100.0%	523
142	B/C Wire - Labor	16,500	16,500			16,500	100.0%	413
143	Feeder Wire - Material	37,400	37,400			37,400	100.0%	935
144	Feeder Wire - Labor	6,050	6,050			6,050	100.0%	151
145	Light Fixtures - Material	139,700	139,700			139,700	100.0%	3,493
146	Light Fixtures - Labor	12,100	12,100			12,100	100.0%	303
147	Power Equipment - Material	22,000	22,000			22,000	100.0%	550
148	Power Equipment - Labor	6,600	6,600			6,600	100.0%	165
149	Cable Tray - Material	5,500	5,500			5,500	100.0%	138
150	Cable Tray - Labor	4,950	4,950			4,950	100.0%	124
151	Floor Boxes - Material	14,190	14,190			14,190	100.0%	355

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APPLICATION FOR PAYMENT - SCHEDULE OF VALUES

A ITEM NO	B DESCRIPTION OF WORK		D	E WORK COMPLETED	F	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
	MCC Annex 1		14	THIS APPLICATION					2.5%
	DA & Child Support Suites	SCHEDULE OF VALUES	PREVIOUS APPLICATIONS	WORK	STORED MAT. ON SITE (NOT IN D OR E)				
152	Floor Boxes - Labor	2,200	2,200			2,200	100.0%	-	55
153	Equipment Connections - Material	1,650	1,650			1,650	100.0%	-	41
154	Equipment Connections - Labor	1,650	1,650			1,650	100.0%	-	41
155	Devices/Trim out - material	4,950	4,950			4,950	100.0%	-	124
156	Devices/trimout - labor	2,750	2,750			2,750	100.0%	-	69
157	Fire Alarm - Material	8,250	8,250			8,250	100.0%	-	206
158	Fire Alarm - Labor	2,200	2,200			2,200	100.0%	-	55
	AV Sytems								
159	AV Materials	146,749	146,749			146,749	100.0%	-	3,669
	Grand Jury Room								
160	Wiring System	12,000	12,000			12,000	100.0%	-	300
161	Build Out System	10,000	10,000			10,000	100.0%	-	250
162	Commission	5,000	5,000			5,000	100.0%	-	125
	Conf Rms 374, 386A, 390A & 398A								
163	Wiring System	4,500	4,500			4,500	100.0%	-	113
164	Build Out System	4,000	4,000			4,000	100.0%	-	100
165	Commission	1,500	1,500			1,500	100.0%	-	38
	Portable Videoconference System Cart								
166	Wiring System	150	150			150	100.0%	-	4
167	Build Out System	500	500			500	100.0%	-	13
168	Commission	500	500			500	100.0%	-	13
	Offices 364, 367, & 368								
169	Wiring System	3,000	3,000			3,000	100.0%	-	75
170	Build Out System	2,000	2,000			2,000	100.0%	-	50
171	Commission	1,500	1,500			1,500	100.0%	-	38
172	Data wiring & Equipment Allowance	150,000	150,000			150,000	100.0%	-	3,750
173	Security Allowance	100,000	100,000			100,000	100.0%	-	2,500

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FINAL PAYMENT CHECKLIST

To be completed by the Architect/Engineer and submitted with
Contractor's Application for Final Payment

PROJECT: DA/Child Support Suites Renovations Montgomery Co. Courthouse - Annex 1 Montgomery Co. Commission	B. C. No. <u>N/A</u> PSCA No. <u>N/A</u> (If applicable)
--	--

YES	N/A	Check (✓) "YES" or "N/A" as applicable
X		CERTIFICATE OF SUBSTANTIAL COMPLETION: Has been fully executed.
X		ADVERTISEMENT FOR COMPLETION: One copy with affidavit of publication ATTACHED
X		RELEASE OF CLAIMS: One copy ATTACHED
X		CONTRACTOR'S ONE-YEAR WARRANTY: Original delivered to Owner.
	X	GENERAL CONTRACTOR'S ROOFING GUARANTEE: and OTHER SPECIFIED ROOFING GUARANTEES Attached to Certificate of Substantial Completion.
X		OTHER WARRANTIES: All other specified warranties delivered to Owner
X		RECORD DOCUMENTS: Specified "As-built" plans and specifications delivered to Owner
X		O & M MANUALS: Specified instructions and O & M Manuals delivered to Owner
	X	TIME EXTENSION: Over-run of Contract Time has been reconciled by: ☐ Change Order ☐ Liquidated Damages ☐ Attached explanation
X		APPLICATION FOR FINAL PAYMENT: 6 copies approved and ATTACHED
		ADDITIONAL DOCUMENTS OR EXPLANATIONS WHICH ARE ATTACHED:

SUBMITTED BY: PH&J Architects, Inc.
ARCHITECT / ENGINEER
Charlotte Culver
SIGNATURE

12/22/15
DATE

CERTIFICATE OF SUBSTANTIAL COMPLETION

ROUTING PROCEDURES ON REVERSE SIDE

BC#

OWNER(S): Montgomery County Commission 101 S. Lawrence Street, Montgomery, AL 36102	ARCHITECT: PH&J Architects, Inc. PO Box 215 Montgomery, AL 36101
CONTRACTOR: Russell Construction of Alabama, Inc. 1616 Mt. Meigs Road Montgomery, Alabama 36107	BONDING COMPANY: The Hartford One Hartford Plaza, T-4 Hartford, CT 06155
PROJECT Renovation to the Montgomery County Courthouse - Annex 1 - Montgomery County District Attorney and Child Support for the Montgomery County Commission. Montgomery, Alabama	

Substantial Completion has been achieved for ☒ the entire Work ☐ the following portion of the Work.

The Date of Substantial Completion of the Work covered by this certificate is established to be.

"Substantial Completion" means the designated Work is sufficiently complete, in accordance with the Contract Documents, such that the Owner may occupy or utilize the Work for its intended use without disruption or interference by the Contractor in completing or correcting any remaining unfinished Work. The Date of Substantial Completion is the date upon which all warranties for the designated Work commence, unless otherwise agreed and recorded herein.

Punch List: A page list of items to be completed or corrected prior to the Owner's approval of Final Payment is attached hereto, but does not alter the Contractor's responsibility to complete or correct all Work in full compliance with the Contract Documents. The Contractor shall complete or correct all items on the attached list, ready for re-inspection for Final Acceptance, within 30 days after the above Date of Substantial Completion, unless another date is stated here:.
If completed or corrected within this period, warranties of these items commence on the Date of Substantial Completion, otherwise such warranties commence on the date of Final Acceptance of each item.

Only one (1) originally executed substantial completion form should be routed for signature. B.C. office will forward the original to the Owner and provide copies to all other parties.

RECOMMENDED BY: <u>PH&J Architects, Inc.</u> ARCHITECT: _____ CONTRACTING PARTIES: CONTRACTOR: <u>Russell Construction of Alabama, Inc.</u> OWNER: <u>Donald Z. Morris</u>	DATE: <u>9-10-15</u> DATE: <u>9-10-15</u> DATE: <u>9-14-15</u> DATE: _____
APPROVALS: BUILDING COMM. INSPECTOR: <u>N/A</u> BUILDING COMM. CHIEF INSPECTOR: _____ BUILDING COMM. DIRECTOR: _____	DATE: _____ DATE: _____ DATE: _____

TO:

RUSSELL CONSTRUCTION
1616 MT. MEIGS ROAD
MONTGOMERY, AL 36107

Daily-Montgomery, Montgomery County, AL

E-Verify#: DHS72179

PROOF OF PUBLICATION

State of Alabama

County of Montgomery:

Before the undersigned authority personally appeared Shalawn Williams who on oath, says that she is a personal representative of the *Montgomery Advertiser*, a daily newspaper published in Montgomery, Alabama; that the attached copy of advertisement, being a Legal in the matter of:

Ad Number: 1086018 FORM OF ADVERTISEMENT TO

Was published in said newspaper in the issue(s) of:

9/10/2015

9/17/2015

9/24/2015

10/1/2015

Affiant further says that the said *Montgomery Advertiser* is a newspaper published in said Montgomery County, Alabama, and that the said newspaper has heretofore been published in said Montgomery County, Alabama, and has been entered as second class matter at the Post Office in said Montgomery County, Alabama, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Now due on said account is \$ 240.00

Sworn to and subscribed before me this 2nd day of October, 2015
by Shalawn Williams who is personally known to me.

Shalawn Williams Affiant

Renee Dunbar Notary Public
MY COMMISSION EXPIRES 07/01/2019

FORM OF ADVERTISEMENT OF COMPLETION LEGAL NOTICE
Notice is hereby given that Russell Construction of Alabama, Inc., 1616 Mt Meigs Road, Montgomery, Alabama 36107 has completed all work on the Renovations & Alterations to the Montgomery County Courthouse- Annex I, District Attorney & Child Support Suites for the Montgomery County Commission, Montgomery, Alabama in conjunction with PH&J Architects, Inc project number 1208-GVC. All persons having any claim for labor, materials, or otherwise in conjunction with this project should immediately notify the above named contractor and PH&J Architects, PO Box 215, Montgomery, Alabama 36101.

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**FINAL WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

THE UNDERSIGNED, IN CONSIDERATION OF THE SUM OF \$74,793.00 HEREBY
WAIVES AND RELEASES ITS LIEN AND RIGHT TO CLAIM LIEN FOR LABOR, SERVICES, OR
MATERIALS FURNISHED THROUGH (DATE) 10/31/15 TO (CUSTOMER)
Russell Construction of Alabama, Inc. TO THE FOLLOWING DESCRIBED PROPERTY:

Montgomery County Commission
Renovations and Alterations to Montgomery County Courthouse, Annex I
District Attorney & Child Support
PO Box 1667
Montgomery, AL 36102

THIS WAIVER AND RELEASE DOES NOT COVER ANY RETENTION OR LABOR, SERVICES
OR MATERIAL FURNISHED AFTER THE DATE SPECIFIED AND IS CONDITIONED UPON PAYMENT
OF ANY CHECK TENDERED IN EXCHANGE FOR THIS DOCUMENT.

STATE OF ALABAMA
Montgomery County

Subscribed and sworn before me this
14 Day of December 2015.

NOTARY PUBLIC: Eric M. Ant

My Commission Expires:

**My Commission Expires
January 23, 2019**

Russell Construction of Alabama, Inc.

BY: David R. Herring

David Herring

TITLE: Project Manager

DATE: 12/14/15



AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Renovations & Alterations to the Montgomery County Courthouse- Annex I, District Attorney & Child Support Suites for the Montgomery County Commission	ARCHITECT'S PROJECT NUMBER: 1208-GVC	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ SURETY: ☒ OTHER: ☐
TO OWNER: <i>(Name and address)</i> Montgomery County Commission PO Box 1667 Montgomery, AL 36102	CONTRACT FOR: General Construction CONTRACT DATED: July 21, 2014	

STATE OF: Alabama
COUNTY OF: Montgomery

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

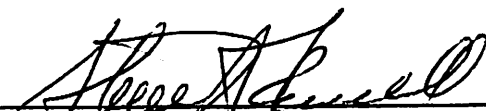
Indicate Attachment ☒ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*
Russell Construction of Alabama, Inc.
1616 Mt Meigs Road
Montgomery, AL 36107

BY:


(Signature of authorized representative)

Steve A. Russell, President
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

CONTRACTOR WARRANTY FORM

PROJECT: Montgomery County Commission
Renovations & Alterations to Montgomery County Courthouse,
Annex I
District Attorney & Child Support
PO Box 1667
Montgomery, AL 36102

LOCATION: Montgomery, Alabama

OWNER: Montgomery County Commission

We, Russell Construction of Alabama, Inc., Subcontractor for the above referenced project, do hereby warrant that all labor and materials furnished and work performed are in accord with the contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one year from Date of Substantial Completion.

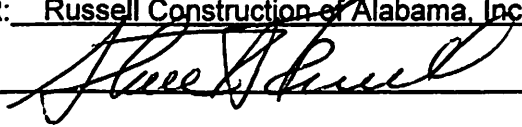
This warranty commences on September 18, 2015
(date of Substantial Completion affixed by Architect)

and expires on September 18, 2016
(one year from Substantial Completion / Certificate of Occupancy)

Should a defect develop during the warranty period due to improper materials, workmanship, or arrangement, the same, shall be made good by the undersigned at no expense to the owner.

Nothing in the above shall be deemed to apply to work that has been abused or neglected by the owner.

FOR: Russell Construction of Alabama, Inc.

BY: 

TITLE: President

DATE: 12-14-15



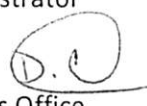
DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

MEMORANDUM

TO : Mr. Donnie Mims
Montgomery County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

DATE : December 29, 2015

SUBJECT: Nitorco, Inc. Master Service Agreement (MSA) and SOW

Mr. Mims, after having a brief discussion with our IT Department in reference to our Nitorco Master Service Agreement I am in agreement with Director Ialacci in reference to the statement of work to be performed by Nitorco. The total cost of this project is \$479,000.00 which will be broken down into three years of where we will just be paying for the phases of work being done during that year. I have really been impressed with the work from Nitorco. We started out with NEC which forfeited on their bid agreement which the County had signed a contract for over a million dollars. As you can see, the price of the Nitorco system is much cheaper and is customized to our agency. Also, it's easy for us to get them to make changes and corrections without being billed or charged an outrageous price.

I am asking that this be placed on the next briefing agenda and to be followed up being place on the next County Commission meeting to be approved.

Thank you for your consideration.

Interoffice Memo

Date: December 28, 2015

To: Donnie Mims

Cc: Sheriff Derrick Cunningham, Major Jon Briggs, Florence Cauthen

From: Lou Ialacci 

Re: Nitorco, Inc. Master Service Agreement (MSA) and SOW

The County Commission in its November 22, 2010 meeting approved a Master Service Agreement (MSA) with Nitorco, Inc. The MSA term remains in effect on a month to month basis. Nitorco is a law enforcement software development company that has been providing software systems and maintenance services to MCSO for the past five years. Their systems are being used currently in most area of the Sheriff's Office, like dispatch, records management, incident/offense reporting, pistol permits, warrants, jail booking, jail reporting and many other public safety functions. The current base systems are almost five years old and need to be updated to newer technology and features to meet the current requirements in public safety.

I am recommending the E911 Board /Montgomery County Commission approve the attached Statement of Work (SOW) documents from Nitorco, Inc. The documents outline the work to be performed and the associated costs. The total cost of these next phases is \$479,000 and is projected to take approximately three years. The pricing is a not to exceed amount based on the specifications provided by the MCSO and the Information Systems department. We request that a project account be established and funded annually with E 911 money for these enhancements. Any significant changes that would require additional funds would be presented to the E911 Board/County Commission for their approval.

Standard yearly maintenance and support for the current applications is an additional expense that is currently in the IS department's budget. The updated systems and new features will require an increase in annual maintenance and support. The rate is expected to go up each of the next three years to cover the more sophisticated systems.

Interoffice Memo: Equipment for IS Department

The initial project with Nitorco to replace an old problematic system by NEC cost the County approximately \$383,000, which included additional funds for minor additions and enhancements. The total costs for this project over eight years will be less than \$900,000. This approach provides all the features and functions provided by major companies, like Motorola, Spillman, and New World Systems, but at a significantly lower cost.

Thank you for your support.

Memo

To: Lou Ialacci, Chief Information Technology Officer
From: Rodney Smith, IT Manager Systems 
CC: Derrick Cunningham, Sheriff
Date: 12/28/2015
Re: Sheriff's Office Next Generation Computer Aided Dispatch (CAD) System

The current Computer Aided Dispatch system requires certain system upgrades to prepare for the next generation of 9-1-1 systems. These necessary software upgrades will also provide a more modern updated technical architecture that will continue to allow future enhancements and additions. Listed below is a summary of the requested new features:

1. New CAD Graphical User Interface Design
 - CAD system will be upgraded to the latest Microsoft based system architecture to allow for future enhancements for 9-1-1 NG implementation
 - Implement use of simple mouse drag and drop functions
 - Command Line integration that will allow dispatchers to primarily use a keyboard during 9-1-1 high call volumes to dispatch emergency personnel and enter call detail information quickly without use of a mouse
 - Easier dispatching of Law Enforcement Units to 9-1-1 calls via centralized map centric based view of patrol cars and caller location
 - 9-1-1 call information sharing between dispatchers and law enforcement personnel
 - NCIC integration for faster suspect and warrant searches outside MCSO records management system
 - Mobile messaging interface to allow Dispatch to send AMBER or BOLO alerts in addition to other mission critical information to County Law Enforcement Mobile devices to reduce radio traffic
 - Ability to utilize additional Display Monitors per Dispatcher's work station to better organize important information
 - External System Integrations with EMS, Sheriff's Radio, & Tracking 911 Alarm Calls by Code
2. Integrate County's GIS Mapping System for both AVL and 9-1-1 caller information
 - Upgrade current AVL system capabilities to display enhanced real-time location information of the 9-1-1 caller and law enforcement personnel including Estimated Time of Arrival (ETA) information
 - Utilize and further enhance County's GIS ESRI based mapping system for most current 9-1-1 addressing information for City and County Street Numbers and Names.
3. New Law Enforcement Mobile applications
 - Ability to view active AMBER and BOLO Alerts as issued from Dispatch
 - Ability to receive real time CAD call detail information from Dispatch including ability to accept calls and notify dispatch of arriving on the scene
 - Develop Incident Offense Reporting system that electronically stores and send information as required by ACJIC for specific purpose of reporting Incidents, Offenses, and Arrests as recorded in Dispatch CAD system.
 - Map centric based interface design using County ESRI based mapping system that allows Law Enforcement to view AVL and 9-1-1 caller location information respectively

STATEMENT OF WORK (SOW)
FOR
MONTGOMERY COUNTY SHERIFF'S OFFICE
PUBLIC SAFETY SOFTWARE SYSTEMS UPGRADE AND
IMPLEMENTATION OF NEW FEATURES AND
FUNCTIONS

December 21, 2015

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Project Overview

Montgomery County Sheriff's Office is in need of software upgrades for their existing Computer Aided Dispatch (CAD), Automated Vehicle Locator (AVL), Incident Offense Reporting, and ESRI GIS Mapping services. These necessary software upgrades will consist of the required technology updates as needed for the system interface with Montgomery County's E911 system. This project will consist of the following phases and statements of work as required by the Montgomery County Sheriff's Office:

Phase 1 – CAD Software Upgrades

- Application Design
- Call List
- Unit List and Maintenance
 - Ambulance
 - Patrol
 - Wrecker w/ Rotations
 - External Units
- Radio Log
 - Unit Log
 - Call Log
 - System Log
- Call Searching
- Quick Call adding

Phase 2 – AVL, ESRI GIS Mapping, E911 Integration

- ESRI GIS Maps for E911 and AVL
 - Show county map on screen
 - Basic Map navigation functionality – Pan, zoom, etc...
 - Show multiple layers – street, ortho, etc...
- Automated 911 Caller Location
 - Dynamically show call location on map
 - Show basic call information about call on map
 - Address
 - Status
 - Units en-route
- Automatic Vehicle Location
 - Show continually updating location of each tracked vehicle on the map.
 - Show basic unit information on the map
 - Unit Information
 - Status
 - Calls
 - Manage Unit Radio Information
 - Manage Person/Car relationships
- E911 and CAD Integration
 - Read call and ANI\ALI information

- Create call based off of ANI\ALI
- Notifications based on external sources - Amber, Bolo, etc...

Phase 3 – Mobile In-Vehicle Software

- Dispatch
 - Silent Dispatch
 - Call information refresh
 - Status updating
 - Map of location
 - Turn by Turn directions to call
 - Add additional comments to call
 - Request additional support
- Notifications based on external sources - Amber, Bolo, etc...
- Simplified application similar to Desktop Application with additions below:
 - See other vehicles dispatched to same call
 - Display call location
 - Display current location
 - When not on a call, display surrounding calls & vehicles within a defined radius.
 - Displayed turn by turn driving directions on screen with highlighted route.
 - Offline Mode – if no internet is detected, features will be disabled as required.
- Send Message to Units

Phase 4 – Incident Offense Reporting

- CAD Integration for purpose of creation of all Incident, Offense, and Arrest Reports
- Database updates as required to meet State of Alabama UCR requirements
- Electronic creation and uploading required fields from Incident, Offense, and Arrest reports per ACJIC requirements
- Secure Juvenile information and report requirements as required by Alabama State Law
- Field Interviews

Phase 5 – System Integration

- NCIC Integration
 - Search for vehicle
 - Search for person
 - Auto alert search
 - Add items to NCIC
- ESRI GIS Mapping Enhancements for E911 and AVL
 - Geo-Fencing – Editing site to enter polygons, set alerts for entry and exit.
 - Geocoding and Reverse Geocoding
 - Integration with Additional data layers as they are built such as:
 - Fire Zone
 - Intersections
 - Fire Stations

- EMS Zones
 - Beats
 - Bridges
 - PJ
 - Etc...
- Bread Crumb Trail - Trace prior vehicle routes.
- Closest Car – Set number of vehicles closest to incident by “As the crow flies”, then give top 3 closest with drive times and distance.
- Excess Idle Time - Lists vehicles with excessive idle time.
- Not Reporting In
- Speeding Vehicles - Lists vehicles that exceeded a certain speed.
- Show ETA to call
- Show Directions to call
- Unit recommendation
 - By Agency
 - Unit Type
 - Unit Station
 - Zone
 - Proximity
 - Last Status Change
 - Location Properties (haz-mat, etc....)

Phase 6 – External System Integration

- Other Integrations
 - Car Cameras
 - Radio
 - EMS System
 - Fire System
 - VOIP
- Hazardous Materials Information
 - Chemical Names
 - Regulatory Names
 - Material Data
 - Health Hazard Potential
 - Flammability
 - Levels of Reaction
 - Scientific Formulation
 - DOT labeling
 - Physical State
- Security Alarms
 - Dispatch by alarm
 - Track calls to a given alarm code
 - Bill based on the number of calls to a given alarm code

Pricing

Phase	Pricing
Phase 1 – In Testing	\$30,000
Phase 2 – AVL, Mapping	\$47,500
Phase 3 – In Car Dispatch	\$100,000
Phase 4 – Incident Offense	\$119,500
Phase 5 – System Integration	\$112,000
Phase 6 – External Systems	\$70,000
Project Total	\$479,000

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
Engineering Department
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190
www.mc-ala.org

December 28, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake smk

SUBJECT: Position Fill Request for County Road Equipment Operator I

It is respectfully requested that we be permitted to fill a currently vacant County Road Equipment Operator I (CREO I) position at our District III maintenance facility located in Ramer. The employee that was in this position was recently promoted to a CREO II.

Forwarded herewith is the position fill request form pertaining to this vacancy. This position is funded in our current FY 2016 budget. Let me know if you have any questions or if any additional information is needed. Thank you for your assistance with this matter.

GCS/jmk

Attachments

C: File

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Engineering District 3

DEPARTMENT HEAD: George Speake

SUPERVISOR: Rob Chancey

1. Position Title CREO 1

Position Number 630551020 Replacing William Mills

Proposed Effective Date January 4, 2016

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade SO4 -1 26096. Pay Step to be based upon City /
County of Montgomery Personnel
Board Rules and Regulations, Rule
6 Section 10 b Transfers

George C. Speake
Department Head *smk*

Date 12/23/15

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date _____

4. Selectee: _____

Appointing Authority

Date _____

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

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
Engineering Department
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
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(334) 832-1310
FAX (334) 832-7190
www.mc-ala.org

December 28, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake jmk

SUBJECT: Position Fill Request for County Road Equipment Operator III

It is respectfully requested that we be permitted to fill a currently vacant County Road Equipment Operator III (CREO III) position at our District II maintenance facility located in Pike Road. The employee that was in this position turned in a notice of resignation effective December 31, 2015.

Forwarded herewith is the position fill request form pertaining to this vacancy. This position is funded in our current FY 2016 budget. Let me know if you have any questions or if any additional information is needed. Thank you for your assistance with this matter.

GCS/jmk

Attachments

C: File

POSITION FILL REQUEST

DEPARTMENT: Montgomery County Engineering District 2

DEPARTMENT HEAD: George Speake

SUPERVISOR: Ron Betts

COMPLETED ACTION DATES

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

1. Position Title CREO 111

Position Number 620553007 - Replacing Kenny Hughes

Proposed Effective Date January 4, 2016

Type of Appointment (x) Permanent () Temporary

Recruiting

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

Pay Grade **S08 - 1 \$31,257**

**Pay Step to be based upon City /
County of Montgomery Personnel
Board Rules and Regulations, Rule
6 Section 10 b Transfers**

George C. Speake
Department Head JMK

Date 12/23/15

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

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

Date _____
Date _____

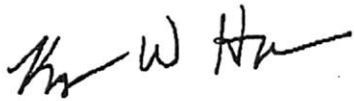
December 22, 2015

To whom it may concern:

I, Kenny Wayne Hughes would like to take the time to say thank you for everything that Montgomery County has given me over the last 9 years. I will be resigning from my position as a CREO 3 for District 2 as of December 31, 2015. If you need anything else from me, please feel free to contact me at 334-268-7369 or my wife Leslie Hughes at 334-268-2730.

Thanks,

Kenny Wayne Hughes

A handwritten signature in black ink, appearing to read "Kenny W Hughes", with a stylized flourish at the end.

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Montgomery County Engineering District 1

DEPARTMENT HEAD: George Speake

SUPERVISOR: Andrew McCall

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

1. Position Title CREO II - Replacing James C Petty

Position Number 610552010

Proposed Effective Date January 4, 2016

Type of Appointment (☒) Permanent (☐) Temporary

Recruiting

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

Pay Grade S06 - 1 \$27,921

Pay Step to be based upon City /
County of Montgomery Personnel
Board Rules and Regulations, Rule
6 Section 10 a Promotions

George C. Speake
Department Head *SMK*

Date 12/23/15

2. Administrative Review

(☐) Approved
(☐) Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director _____

4. Selectee: _____

Date _____

Appointing Authority _____

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

ORIGINAL

IN HOUSE PROMOTION
DO NOT PROCESS WITH
PERSONNEL DEPARTMENT

POSITION FILL REQUEST

DEPARTMENT: Montgomery County Engineering District 3
DEPARTMENT HEAD: George Speake
SUPERVISOR: Rob Chancey

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

1. Position Title SMW II

Position Number 630702030 - Replacing Winston Petty

Proposed Effective Date January 4, 2016

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade S02- 1 \$24,273

Pay Step to be based upon City /
County of Montgomery Personnel
Board Rules and Regulations, Rule
6 Section 10 b Transfers

George C. Speake

Department Head

JMK

Date _____

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Date _____

Personnel Director

4. Selectee:

Appointing Authority

Date _____

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

2-7

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Correction Officer/ Correction Officer Trainee

Position Number 215

Proposed Effective Date January 4, 2016

Type of Appointment ☒ Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$30,096 PCT
Corrections Officer \$31,344 - 46,832 PC1

Derrick Cunningham flw Date December 18, 2015
Department Head

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

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

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Clerk II
Position Number 235
Proposed Effective Date January 4, 2016

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade A02 - \$22,918 - \$34,242

Derrick Cunningham

Date December 23, 2015

Department Head *mwca*

2. Administrative Review

() Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director _____

Date _____

4. Selectee: _____

Appointing Authority _____

Date _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

To: Chair Elton Dean and Members of the Montgomery County Commission

From: Anita L. Kelly

Presiding Judge Family Court

Re: Implementation of Requirements Pursuant to Amended Protection from Abuse Law/Domestic Violence Law

Date: December 31, 2015

Please be advised that effective January 1, 2016, courts throughout the State of Alabama are required to implement the amended law relative to domestic violence/protection from abuse cases. Accordingly, Montgomery County will need to effectuate change to be in compliance with the amended law. Most immediately, we will need to address the waiting area requirement. The amended law provides for the following:

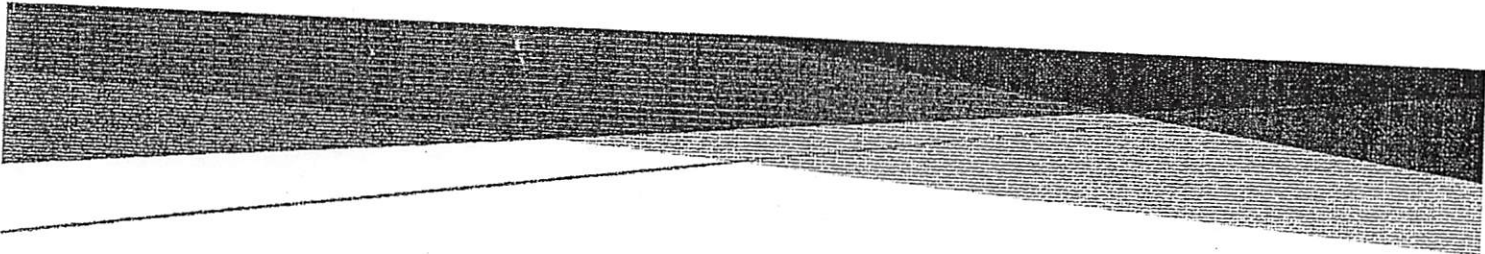
The court shall provide a waiting area for the victim separate from the defendant, relatives of the defendant and defense witnesses, if an area is available and the use of the area is practical. If a separate waiting area is not available, or its use impractical, the court shall minimize contact of the victim with the defendant, relatives of the defendant, and defense witnesses during court proceedings. For victims of domestic violence, as the terms are defined in Sections 13A-6-139.1 and 30-5-2, if a separate waiting area is not available, the presiding circuit judge shall create procedures so that the defendant has no contact with the victim.

I have discussed implementation of the waiting area requirement with Montgomery County Sheriff Derrick Cunningham and Montgomery County Administrator Donnie Mims and the Assistant County Administrator Florence Cauthen.

While we recognize that we do not have the space necessary for separate waiting areas within family court, we are able to make changes to our procedures and to the existing waiting areas, in a limited manner. Specifically, we are requesting the following:

- Additional benches added to the waiting area immediately outside of the grand jury offices.
- Additional benches or appropriate chairs in the area adjacent to the entrance to Courthouse Annex 1;
- Signage to direct litigants, witnesses and family of litigants to appropriate waiting areas;
- Additional personnel (two part-time workers) from the Montgomery County Sheriff's Office assigned to manage litigants, witnesses and family members who present for Final Hearings for Protection from Abuse cases.

The safety and security of the public and our staff are among our highest priorities. We solicit your full support of implementation of the amended law. Should you have questions, please let me know.



DOMESTIC VIOLENCE LAW REFERENCE GUIDE

2015

This project was supported by Subgrant No. 13-WF-CT-001 awarded
by ADECA/LETS and the Department of Justice, Office of Justice
Programs.

DOMESTIC VIOLENCE LAW REFERENCE GUIDE

2015

~~The Criminal Code and Domestic Violence~~

Section 13A-6-130 - Domestic violence - First degree.

"(a) A person commits the crime of domestic violence in the first degree if the person commits the crime of assault in the first degree pursuant to Section 13A-6-20 or aggravated stalking pursuant to Section 13A-6-91, and the victim is a current or former spouse, parent, child, any person with whom the defendant has a child in common, a present or former household member, or a person who has or had a dating relationship, as defined in Section 13A-6-139.1, with the defendant. Domestic violence in the first degree is a Class A felony, except that the defendant shall serve a minimum term of imprisonment of one year without consideration of probation, parole, good time credits, or any other reduction in time for any second or subsequent conviction under this subsection."

"(b) The minimum term of imprisonment imposed under subsection (a) shall be double without consideration of probation, parole, good time credits, or any reduction in time if a defendant willfully violates a protection order issued by a court of competent jurisdiction and in the process of violating the order commits domestic violence in the first degree."

Section 13A-6-131 - Domestic violence - Second degree.

"(a) A person commits the crime of domestic violence in the second degree if the person commits the crime of assault in the second degree pursuant to Section 13A-6-21; the crime of intimidating a witness pursuant to Section 13A-10-123; the crime of stalking pursuant to Section 13A-6-90; the crime of burglary in the second or third degree pursuant to Sections 13A-7-6 and 13A-7-7; or the crime of criminal mischief in the first degree pursuant to Section 13A-7-21 and the victim is a current or former spouse, parent, child, any person with whom the defendant has a child in common, a present or former household member, or a person who has or had a dating relationship, as defined in Section 13A-6-139.1, with the defendant. Domestic violence in the second degree is a Class B felony, except the defendant shall serve a minimum term of imprisonment of six months without consideration of probation, parole, good time credits, or any reduction in time for any second or subsequent conviction under this subsection."

"(b) The minimum term of imprisonment imposed under subsection (a) shall be double without consideration of probation, parole, good time credits, or any reduction in time if a defendant willfully violates a protection order issued by a court of competent jurisdiction and in the process of violating the order commits domestic violence in the second degree."

Section 13A-6-132 - Domestic violence - Third degree.

"(a) A person commits domestic violence in the third degree if the person commits the crime of assault in the third degree pursuant to Section 13A-6-22; the crime of menacing pursuant to Section 13A-6-23; the crime of reckless endangerment pursuant to Section 13A-6-24; the crime of criminal coercion pursuant to Section 13A-6-25; the crime of harassment pursuant to subsection (a) of Section 13A-11-8; the crime of criminal surveillance pursuant to Section 13A-11-32; the crime of harassing communications pursuant to subsection (b) of Section 13A-11-8; the crime of criminal trespass in the third degree pursuant to Section 13A-7-4; the crime of criminal mischief in the second or third degree pursuant to Sections 13A-7-22 and

This document does not constitute legal advice and is for educational purposes only. The information is based upon a review of the newly passed legislative Acts. Readers should consult the Code of Alabama 1975 and Alabama case law for the most current information.

13A-7-23; or the crime of arson in the third degree pursuant to Section 13A-7-43; and the victim is a current or former spouse, parent, child, any person with whom the defendant has a child in common, a present or former household member, or a person who has or had a dating relationship, as defined in Section 13A-6-139.1, with the defendant. Domestic violence in the third degree is a Class A misdemeanor."

"(b) The minimum term of imprisonment imposed under subsection (a) shall be 30 days without consideration of reduction in time if a defendant willfully violates a protection order issued by a court of competent jurisdiction and in the process of violating the order commits domestic violence in the third degree."

"(c) A second conviction under subsection (a) is a Class A misdemeanor, except the defendant shall serve a minimum term of imprisonment of 10 days in a city or county jail or detention facility without consideration for any reduction in time."

"(d) A third or subsequent conviction under subsection (a) is a Class C felony."

"(e) For purposes of determining second, third, or subsequent number of convictions, convictions in municipal court shall be included."

Section 13A-6-135 - Relation to abuse laws.

"For the purposes of Chapter 5 of Title 30, the crimes of domestic violence in the first, second, and third degrees shall be included as acts, attempts, or threats of abuse as defined pursuant to Section 30-5-2."

Section 13A-6-137 - Interference with a domestic violence emergency call.

"(a) A person commits the crime of interference with a domestic violence emergency call if he or she intentionally hinders, obstructs, disconnects, or in any way prevents the victim from calling for assistance."

"(b) Interference with a domestic violence emergency call is a Class B misdemeanor."

Section 13A-6-138 - Domestic violence by strangulation or suffocation.

"(a) For the purposes of this section, the following terms have the following meanings:

(1) STRANGULATION. Intentionally causing asphyxia by closure or compression of the blood vessels or air passages of the neck as a result of external pressure on the neck.

(2) SUFFOCATION. Intentionally causing asphyxia by depriving a person of air or by preventing a person from breathing through the inhalation of toxic gases or by blocking or obstructing the airway of a person, by any means other than by strangulation."

"(b) A person commits the crime of domestic violence by strangulation or suffocation if he or she commits an assault with intent to cause physical harm or commits the crime of menacing pursuant to Section 13A-6-23, by strangulation or suffocation or attempted strangulation or suffocation against a victim, as the term is defined in Section 13A-6-139.1."

"(c) Domestic violence by strangulation or suffocation is a Class B felony punishable as provided by law."

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Section 13A-6-139 - Costs of prosecution or warrant recall of domestic violence, stalking, or sexual assault offenses.

"Notwithstanding any other provision of law, no court costs shall be assessed against any victim of domestic violence, stalking, or sexual assault in connection with the prosecution or warrant recall of a domestic violence, stalking, or sexual assault offense."

Section 13A-6-139.1

"For the purpose of this article, the following terms shall have the following meanings:

(1) DATING RELATIONSHIP.

- a. A significant relationship of a romantic or intimate nature characterized by the expectation of affectionate or sexual involvement over a period of time and on a continuing basis during the course of the relationship.
- b. A dating relationship included the period of engagement to be married.
- c. A dating relationship does not include a casual or business relationship or a relationship that ended more than 12 months prior to the filing of the petition for a protection order."

"(2) DOMESTIC VIOLENCE. Any of the following acts committed against a victim:

- a. Arson. Arson as defined under Sections 13A-7-40 to 13A-7-43, inclusive.
- b. Assault. Assault defined under Sections 13A-6-20 to 13A-6-22, inclusive.
- c. Attempt. With intent to commit any crime under this section or any other criminal act under the laws of this state, performing any overt act towards the commission of the offense.
- d. Child abuse. Torture or willful abuse of a child, aggravated child abuse, or chemical endangerment of a child as provided in Chapter 15, commencing with Section 26-15-1, of Title 26, known as the Alabama Child Abuse Act.
- e. Criminal coercion. Criminal coercion as defined under Section 13A-6-25.
- f. Criminal trespass. Entering or remaining in the dwelling or on the premises of another after having been warned not to do so either orally or in writing by the owner of the premises or other authorized person as defined under Sections 13A-7-2 to 13A-7-4.1, inclusive.
- g. Harassment. Harassment as defined under Section 13A-11-8.
- h. Kidnapping. Kidnapping as defined under Sections 13A-6-43 and 13A-6-44.
- i. Menacing. Menacing as defined under Section 13A-6-23.
- j. Other conduct. Any other conduct directed toward a plaintiff covered by this chapter that could be punished as a criminal act under the laws of this state.
- k. Reckless endangerment. Reckless endangerment as defined under Section 13A-6-24.
- l. Sexual abuse. Any sexual offenses included in Article 4, commencing with Section 13A-6-60, of Chapter 6 of this title.
- m. Stalking. Stalking as defined under Sections 13A-6-90 to 13A-6-94, inclusive.
- n. Theft. Knowingly obtaining or exerting unauthorized control or obtaining control by deception over property owned by or jointly owned by the plaintiff and another. Theft includes theft as defined under Sections 13A-8-1 to 13A-8-5, inclusive.
- o. Unlawful imprisonment. Unlawful imprisonment as defined under Sections 13A-6-41 and 13A-6-42."

"(3) VICTIM. An individual who is related to the person who commits an act of domestic violence in any of the following ways:

- a. Is related by marriage to the defendant, including a common law marriage.
- b. Had a former marriage or common law marriage with the defendant.
- c. Has a child in common with the defendant regardless of whether the victim and defendant have ever been married and regardless of whether they are currently residing or have in the past resided together in the same household.
- d. Has or had a dating relationship with the defendant.
- e. Is a current or former household member. A household member is a person maintaining or having maintained a living arrangement with the defendant where he or she is in, or was engaged in, a romantic or sexual relationship.
- f. A relative of a current or former household member as defined in paragraph e. who also live with the defendant.
- g. An individual who is a parent, stepparent, child or stepchild and who is in or has maintained a living arrangement with the defendant."

Section 13A-6-136 - Relation to domestic or family abuse laws.

"For the purposes of Article 6, Chapter 3 of Title 30, the definition of "domestic or family abuse" includes an incident of domestic violence in the first, second, or third degrees pursuant to this article."

Section 13A-6-140 - Short title; purpose.

"(a) This article shall be known as the Domestic Violence Protection Order Enforcement Act."

"(b) The purpose of this article is to define the crime of violation of a domestic violence protection order."

Section 13A-6-141 - Definitions.

"As used in this article, the following terms shall have the following meanings, respectively, unless the context clearly indicates otherwise:

(1) DOMESTIC VIOLENCE PROTECTION ORDER. A domestic violence protection order is any protection from abuse order issued pursuant to the Protection from Abuse Act, Sections 30-5-1 to 30-5-11, inclusive. The term includes the following:

- a. A restraining order, injunctive order, or order of release from custody which has been issued in a circuit, district, municipal, or juvenile court in a domestic relations or family violence case;
- b. An order issued by municipal, district, or circuit court which places conditions on the pre-trial release on defendants in criminal cases, including provisions of bail pursuant to Section 15-13-190;
- c. An order issued by another state or territory which may be enforced under Sections 30-5B-1 through 30-5B-10. Restraining or protection orders not issued pursuant to the Protection From Abuse Act, Sections 30-5-1 to 30-5-11, inclusive, must specify that a history of violence or abuse exists for the provisions of this chapter to apply."

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9-6

"(2) VIOLATION. The knowing commission of any act prohibited by a domestic violence protection order or any willful failure to abide by its terms."

Section 13A-6-142 - Violations; penalties.

"(a) A violation of a domestic violence protection order, is a Class A misdemeanor which shall be punishable as provided by law."

"(b) A second conviction for violation of a domestic violence protection order, in addition to any other penalty or fine, shall be punishable by a minimum of 30 days imprisonment which may not be suspended. A third or subsequent conviction shall, in addition to any other penalty or fine, be punishable by a minimum sentence of 120 days imprisonment which may not be suspended."

Section 30-5A-5 - Lack of knowledge by defendant of order.

"Lack of knowledge by the defendant of the order which was violated shall be an affirmative defense to conviction for violating this chapter at trial only, but shall not affect the determination of the arresting officer in deciding to arrest. Nothing in this section shall change the burden of proof required in a criminal prosecution."

Section 30-5A-6 - Authority to enforce orders through contempt proceedings not diminished.

"Nothing in this chapter shall be construed to diminish the inherent authority of the courts to enforce their lawful orders through civil or criminal contempt proceedings."

Section 30-5A-7 - Chapter to be construed in pari materia with certain laws.

"The provisions of this chapter shall be construed in pari materia with all laws which relate to punishment and sentences for any civil or criminal offense, including, but not limited to, contempt of court, domestic abuse, child abuse, family abuse, or juvenile abuse, and the punishment and sentences provided in Chapter 5 of Title 13A. All laws which otherwise conflict with this chapter are repealed only to the extent of the conflict."

Arrest and Domestic Violence

Section 13A-6-133 - Arrest without warrant - Generally.

"For the purposes of an arrest without a warrant pursuant to Section 15-10-3, the crimes of domestic violence in the first, second, and third degrees, and domestic violence by strangulation or suffocation shall be an offense involving domestic violence. A warrantless arrest for an offense involving domestic violence made pursuant to subdivision (8) of subsection (a) of Section 15-10-3, shall include a charge of a crime of domestic violence under this article."

Section 13A-6-134 - Arrest without warrant - Determination of predominant aggressor.

"(a) If a law enforcement officer receives complaints of domestic violence from two or more opposing persons, or if both parties have injuries, the officer shall evaluate each complaint separately to determine who was the predominant aggressor, that person may be arrested; however, a person who acts in a reasonable manner to protect himself or herself or another family or household member from domestic violence, as defined in Section 13A-6-139.1, may not be arrested for a violation of Section 13A-6-130, 13A-6-131, or 13A-6-132. In determining whether a person is the predominant aggressor the officer shall consider all of the following:

- a. Prior complaints of domestic violence.
- b. The relative severity of the injuries inflicted on each person, including whether the injuries are offensive versus defensive in nature.
- c. The likelihood of future injury to each person.
- d. Whether the person had reasonable cause to believe he or she was in imminent danger of becoming a victim of any act of domestic violence, as the terms are defined in Section 13A-6-139.1.
- e. Whether one of the persons acted in self-defense."

"(b) A law enforcement officer shall not threaten, suggest, or otherwise indicate the possible arrest of all parties to discourage the request for intervention by law enforcement by any party or base the decision to arrest or not to arrest on either of the following:

- (1) The specific consent or request of the victim.
- (2) The officer's perception of the willingness of a victim of or witness to the domestic violence to testify or otherwise participate in a judicial proceeding."

"(c)(1) In addition to victim information services required pursuant to Section 15-23-62, a law enforcement officer, at the time of initial investigation, shall give a victim of domestic violence, as those terms are defined in Section 13A-6-139.1, notice of the legal rights and remedies available on a standard form developed and distributed by the Alabama Law Enforcement Agency pursuant to subdivision (2)."

"(2) The agency shall develop a "Legal Rights and Remedies Notice to Victims" that includes a general summary of the provisions of the Protection From Domestic Violence Act using language a layperson may understand and the statewide domestic violence hotline number, and shall distribute the notice to be used by all law enforcement agencies throughout the state."

"(d) A law enforcement officer is not liable in any civil action filed by any party for an arrest based on probable cause, enforcement of a court order, or service of process arising from an alleged incident of domestic violence, pursuant to Sections 36-1-12 and 6-5-338, as applicable."

Section 36-1-12 - Sovereign immunity.

"(a) For the purposes of this section, "education employee" means a certified or noncertified employee of the State Board of Education or any local board of education and an employee of the Alabama Institute for Deaf and Blind, the Alabama School of Fine Arts, the Department of Youth Services, or the Alabama School of Mathematics and Science."

"(b) An officer, employee, or agent of the state, including, but not limited to, an education employee, acting in his or her official capacity is immune from civil liability in any suit pursuant to Article I, Section 14, of the Constitution of Alabama of 1901."

"(c) An officer, employee, or agent of the state, including, but not limited to, an education employee, is immune from civil liability in his or her personal capacity when the conduct made the basis of the claim is based upon the agent's doing any of the following:

- (1) Formulating plans, policies, or designs.

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(2) Exercising his or her judgment in the administration of a department or agency of government, including, but not limited to, examples such as:

- a. Making administrative adjudications.
- b. Allocating resources.
- c. Negotiating contracts.
- d. Hiring, firing, transferring, assigning, or supervising personnel."

"(3) Discharging duties imposed on a department or agency by statute, rule, or regulation, insofar as the statute, rule, or regulation prescribes the manner for performing the duties and the state agent performs the duties in that manner."

"(4) Exercising judgment in the enforcement of the criminal laws of the state, including, but not limited to, law enforcement officers' arresting or attempting to arrest persons."

"(5) Exercising judgment in the discharge of duties imposed by statute, rule, or regulation in releasing prisoners, counseling or releasing persons of unsound mind, or educating students."

"(d) Notwithstanding subsection (c), an education employee, officer, employee, or agent of the state is not immune from civil liability in his or her personal capacity if: (1) The Constitution or laws of the United States, or the Constitution of this state, or laws, rules, or regulations of this state enacted or promulgated for the purpose of regulating the activities of a governmental agency require otherwise; or (2) The education employee, officer, employee, or agent acts willfully, maliciously, fraudulently, in bad faith, beyond his or her authority, or under a mistaken interpretation of the law."

"(e) This section shall not be construed to eliminate, alter, or otherwise modify any other immunity regarding officers, employees, or agents of the state established under the Constitution and laws of this state."

Section 6-5-338 - Immunity from tort liability for conduct in the line of duty; limitation; certain employers of off-duty officers to maintain liability coverage; penalty for failure to maintain.

"(a) Every peace officer, except constables, who is employed or appointed pursuant to the Constitution or statutes of this state, whether appointed or employed as such peace officer by the state or a county or municipality thereof, or by an agency or institution, corporate or otherwise, created pursuant to the Constitution or laws of this state and authorized by the Constitution or laws to appoint or employ police officers or other peace officers, and whose duties prescribed by law, or by the lawful terms of their employment or appointment, include the enforcement of, or the investigation and reporting of violations of, the criminal laws of this state, and who is empowered by the laws of this state to execute warrants, to arrest and to take into custody persons who violate, or who are lawfully charged by warrant, indictment, or other lawful process, with violations of, the criminal laws of this state, shall at all times be deemed to be officers of this state, and as such shall have immunity from tort liability arising out of his or her conduct in performance of any discretionary function within the line and scope of his or her law enforcement duties."

"(b) This section is intended to extend immunity only to peace officers and governmental units or agencies authorized to appoint peace officers. No immunity is extended hereby to any private non-governmental person or entity, including any private employer of a peace officer during that officer's off-duty hours."

"(c) Every private, non-governmental person or entity who employs a peace officer during that officer's "off-duty" hours to perform any type of security work or to work while in the uniform of a peace officer shall have in force at least \$100,000 of liability insurance, which insurance must indemnify for acts the "off-duty" peace officer takes within the line and scope of the private employment. The failure to have in force the insurance herein required shall make every individual employer, every general partner of a partnership employer, every member of an unincorporated association employer, and every officer of a corporate employer individually liable for all acts taken by an "off-duty" peace officer within the line and scope of the private employment."

Section 13A-6-143 - Arrest for violation of article.

"A law enforcement officer may arrest any person for the violation of this article if the officer has probable cause to believe that the person has violated any provision of a valid domestic violence protection order, whether temporary or permanent. The presentation of a domestic violence order constitutes probable cause for an officer to believe that a valid order exists. For purposes of this article, the order may be inscribed on a tangible copy or may be stored in an electronic or other medium if it is retrievable in a detectable form. Presentation of a certified copy of the domestic violence protection order is not required for enforcement or to allow a law enforcement officer to effect a warrantless arrest. If a domestic violence protection order is not presented to or otherwise confirmed by a law enforcement officer, the officer may consider other information in determining whether there is probable cause to believe that a valid domestic violence protection order exists. The law enforcement officer may arrest the defendant without a warrant although he or she did not personally see the violation. Knowledge by the officer of the existence or contents of, or both, or presentation to the officer by the complainant of, a domestic violence protection order shall constitute prima facie evidence of the validity of the order."

"If a law enforcement officer of this state determines that an otherwise valid domestic violence protection order cannot be enforced because the defendant has not been notified or served with the domestic violence protection order, the law enforcement officer shall inform the defendant of the order and allow the person a reasonable opportunity to comply with the order's provisions before enforcing the order. In the event the law enforcement officer provides notice of the domestic violence protection order to the defendant, the officer shall document this fact in the written report."

Section 15-10-3 - Arrest without warrant - Generally; definitions; written report.

"(a) An officer may arrest a person without a warrant, on any day and at any time in any of the following instances:

- (1) If a public offense has been committed or a breach of the peace threatened in the presence of the officer.
- (2) When a felony has been committed, though not in the presence of the officer, by the person arrested.
- (3) When a felony has been committed and the officer has reasonable cause to believe that the person arrested committed the felony.
- (4) When the officer has reasonable cause to believe that the person arrested has committed a felony, although it may afterwards appear that a felony had not in fact been committed.
- (5) When a charge has been made, upon reasonable cause, that the person arrested has committed a felony.
- (6) When the officer has actual knowledge that a warrant for the person's arrest for the commission of a felony or misdemeanor has been issued, provided the warrant was issued in accordance with this chapter. However, upon request the officer shall show the warrant to the arrested person as soon as possible. If the officer does not have the warrant in his or her possession at the time of arrest the officer shall inform the defendant of the offense charged and of the fact that a warrant has been issued.

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(7) When the officer has reasonable cause to believe that a felony or misdemeanor has been committed by the person arrested in violation of a protection order, including a domestic violence protection order issued by a court of competent jurisdiction.

(8) When an offense involves domestic violence as defined in Section 13A-6-139.1, and the arrest is based on probable cause, regardless of whether the offense is a felony or misdemeanor."

"(b) When a law enforcement officer investigates an allegation of domestic violence, whether or not an arrest is made, the officer shall make a written report of the alleged incident, including a statement of the complaint, and the disposition of the case."

"(c) If the defendant is arrested under this section for committing an act of domestic violence in violation of a protection order, the defendant shall be held in custody until brought before the court as expeditiously as possible for the purpose of enforcing the protection order and for consideration of bail in accordance with Section 15-13-190 and the applicable rules of criminal procedure, pending a hearing."

The Victims' Rights Act and Domestic Violence

Section 15-23-62 - Law enforcement agency required to provide victim with information concerning services, compensation benefits, etc.

"Within 72 hours, unless the victim is unavailable or incapacitated as a result of the crime, after the initial contact between a victim of a reported crime and the law enforcement agency either responding to the report of the crime of the victim or another person, or having responsibility for investigating the crime, the law enforcement agency shall provide to the victim in a manner and form designed and produced for the appropriate governmental agency or office, the following information:

- (1) The availability of emergency and crisis services.
- (2) The availability of victims' compensation benefits and the name, address, and telephone number of the Alabama Crime Victims Compensation Commission.
- (3) The name of the law enforcement officer and telephone number of the law enforcement agency with the following statement attached: "If within 60 days you are not notified of an arrest in your case, you may call the telephone number of the law enforcement agency for the status of the case."
- (4) The procedural steps involved in a criminal prosecution.
- (5) The rights authorized by the Alabama Constitution on rights of victims, including a form to invoke these rights.
- (6) The existence and eligibility requirements of restitution and compensation pursuant to Section 15-18-65 et seq. and Section 15-23-1 et seq.
- (7) A recommended procedure if the victim is subjected to threats or intimidation.
- (8) The name and telephone number of the office of the prosecuting attorney to contact for further information."

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Section 15-23-68. - Waiting area for victim; court to minimize contact of victim with defendant.

"The court shall provide a waiting area for the victim separate from the defendant, relatives of the defendant, and defense witnesses, if an area is available and the use of the area is practical. If a separate waiting area is not available, or its use impractical, the court shall minimize contact of the victim with the defendant, relatives of the defendant, and defense witnesses during court proceedings. For victims of domestic violence, as the terms are defined in Sections 13A-6-139.1 and 30-5-2, if a separate waiting area is not available, the presiding circuit judge shall create procedures so that the defendant has no contact with the victim."

Firearms and Domestic Violence

Section 13A-11-72

"No person who has been convicted in this state or elsewhere of committing or attempting to commit a crime of violence, misdemeanor offense of domestic violence, violent offense as listed in Section 12-25-32(14), anyone who is subject to a valid protection order for domestic abuse, or anyone of unsound mind shall own a firearm or have one in his or her possession or under his or her control."

"(k)(1) The term "convicted" as used in this section requires that the person was represented by counsel in the case, or knowingly and intelligently waived the right to counsel in the case if required by law, and either the case was tried before a judge, tried by a jury, or the person knowingly and intelligently waived the right to have the case tried, by guilty plea or otherwise."

"(2) A person may not be considered to have been convicted for the purposes of this section if the person is not considered to have been convicted in the jurisdiction in which the proceedings were held or the conviction has been expunged, set aside, or is of an offense for which the person has been pardoned or has had civil rights restored, unless the pardon, expungement, or restoration of civil rights expressly provided that the person may not ship, transport, possess, or receive firearms."

"(l) The term misdemeanor offense of domestic violence as used in this section means a misdemeanor offense that has, as its elements, the use or attempted use of physical force or the threatened use of a dangerous instrument or deadly weapon, and the victim is a current or former spouse, parent, child person with whom the defendant has a child in common or a present or former household member."

"(m) The term "valid protection order" as used in this section means an order issued after a hearing of which the person received actual notice, and at which the person had an opportunity to participate, that does any of the following:

(1) Restrains the person from harassing, stalking, or threatening a qualified individual or a child the qualified individual or person or engaging in other conduct that would place a qualified individual in reasonable fear of bodily injury to the individual or child and that includes a finding that the person represents a credible threat to physical safety of the qualified individual or child.

(2) By its terms, explicitly prohibits the use, attempted use, or threatened use of physical force against the qualified individual or child that would reasonably be expected to cause bodily injury."

"(n) The term "qualified individual" as used in subsection (k), means a spouse or former spouse of the person, an individual who is a parent of a child of the person, or an individual who cohabitates or has cohabitated with the person."

Section 13A-11-76

"(a) Except as provided in subsection (b), no person shall deliver a pistol to any person who he or she has reasonable cause to believe is a minor, except under the circumstances provided in Section 13A-11-72, a drug addict, an habitual drunkard, or a person of unsound mind, has been convicted in this state or elsewhere of committing or attempting to commit a crime of violence, misdemeanor offense of domestic violence, a violent offense as listed in Section 12-25-32(14), or anyone who is subject to a valid protection order for domestic abuse, or anyone of unsound mind."

"(b) A person may deliver a pistol to a person otherwise prohibited from receiving a pistol under subsection (a), if the person has had his or her firearm rights restored by operation of law or legal process."

"(c) For the purposes of this subsection, the terms "convicted", misdemeanor offense of domestic violence", "valid protection order," and "unsound mind" shall have the same meaning as provide in Section 13A-11-72."

Section 13A-11-84 - Penalties; seizure and disposition of pistols involved in violations of certain sections.

"(a) Every violation of subsection (a) of Section 13A-11-72 or Section 13A-11-81 shall be a Class C felony. Every violation of subsection (b) of Section 13A-11-72 or Sections 13A-11-73, 13A-11-74, 13A-11-76, and 13A-11-77 through 13A-11-80 shall be a Class A misdemeanor. The punishment for violating Section 13A-11-78 or 13A-11-79 may include revocation of license."

Bail and Domestic Violence

Section 15-13-190 - Procedures upon arrest; conditions of release or bail.

"(a) A person arrested for an offense involving domestic violence as defined in Section 13A-6-139.1, who strikes, shoves, kicks, or otherwise touches a victim, as defined in Section 13A-6-139.1, or subjects him or her to physical contact, or is charged with a violation of a domestic violence protection order, may not be admitted to bail until after an appearance before a judge or magistrate within 24 hours of the arrest, and if the person is not taken before a judge or magistrate within 24 hours of the arrest, he or she shall be released on bail. Prior to the release of the person, the judge or magistrate shall review the facts of the arrest to determine whether the person is a threat to the alleged victim, is a threat to public safety, and is reasonably likely to appear in court."

"(b) The judge or magistrate shall make findings on the record concerning those determinations and may impose conditions of release or bail on the person to protect the alleged victim of domestic violence or the person protected by a protection order, and to ensure the appearance of the person at a subsequent court proceeding."

The conditions may include, but need not be limited to, enjoining the person from threatening to commit or committing acts of domestic violence against the alleged victim; restraining and enjoining the defendant from contacting the victim as defined in Section 30-5-7; prohibiting the person from possessing a firearm or other weapon specified by the court, except when such weapon is necessary for employment as a peace officer or military personnel; and issuing any other order or modification of orders above required to protect the safety of the alleged victim or to ensure the appearance of the person in court."

"(c) If conditions of release are imposed, the judge or magistrate shall issue a written order for conditional release, immediately distribute a copy of the order to the law enforcement agency having custody of the arrested or charged person, place information pertaining to the order in the domestic violence protection order registry, and provide the law enforcement agency with any available information concerning the location of the alleged victim in a manner that protects the safety of the victim. Law enforcement shall provide a copy of the written order to the victim within 24 hours of receipt, provided that the victim provides law enforcement with current and accurate contact information, in accordance with the process outlined in Section 30-5-8."

"(d) In cases in which the defendant has been placed on conditional release or bail pursuant to this section or is in violation of probation from an another case and is arrested on a probation violation warrant, a violation of written condition or release pursuant to this section, or a violation or a prior protection order, the court shall consider revocation of probation, conditional release, or bail. Should the court order continue probation, conditional release, or bail, the court shall order additional conditions imposed on the defendant to provide protection to the victim of domestic violence or the person protected by a protection order. Additional conditions shall be included in a written order."

"(e) A person who willfully violates a condition of pretrial release provided in this section, when the original arrest was for an act of domestic violence as defined in Section 13A-6-139.1, shall be subject to the penalties provided in Section 13A-6-142, and shall receive an enhanced penalty and additional sentence of imprisonment in accordance with Section 13A-6-142."

Protection Orders and Domestic Violence

Section 30-5-1 - Short title; construction; purposes.

"(a) This chapter shall be known as and may be cited as the Protection From Abuse Act."

"(b) This chapter shall be liberally construed and applied to promote all of the following purposes:

- (1) To assure victims of domestic violence the maximum protection from abuse that the law can provide.
- (2) To create a flexible and speedy remedy to discourage violence and harassment against family members or others with whom the perpetrator has continuing contact.
- (3) To expand the ability of law enforcement officers to assist victims, to enforce the law effectively in cases of domestic violence, and to prevent further incidents of abuse.

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(4) To facilitate equal enforcement of criminal law by deterring and punishing violence against family members and others who are personally involved with the perpetrators.

(5) To recognize that domestic violence is a crime that will not be excused or tolerated.

(6) To provide for protection orders to prevent domestic violence and provide for court jurisdiction and venue; to provide for court hearing for petitions for relief; and to provide for the contents and the issuance of protection orders."

Section 30-5-2 Definitions. "In this chapter, the following words shall have the following meanings unless the context clearly indicates otherwise:

(1) ABUSE. An act of domestic violence committed against a victim, which is any of the following:

a. Arson. Arson as defined under Sections 13A-7-40 to 13A-7-43, inclusive.

b. Assault. Assault as defined under Sections 13A-6-20 to 13A-6-22, inclusive.

c. Attempt. With the intent to commit any crime under this section or any other criminal act under the laws of this state, performing any overt act towards the commission of the offense.

d. Child abuse. Torture or willful abuse of a child, aggravated child abuse, or chemical endangerment of a child as provide in Chapter 15, commencing with Section 26-15-1, or Title 26, known as the Alabama Child Abuse Act.

e. Criminal coercion. Criminal coercion as defined under Section 13A-6-25.

f. Criminal trespass. Entering or remaining in the dwelling or on the premises of another after having been warned not to do so either orally or in writing by the owner of the premises or other authorized person as defined under Sections 13A-7-2 to 13A-7-4.1, inclusive.

g. Harassment. Harassment as defined under Section 13A-11-8.

h. Kidnapping. Kidnapping as defined under Sections 13A-6-43 and 13A-6-44.

i. Menacing. Menacing as defined under Section 13A-6-23.

j. Other conduct. Any other conduct directed toward a plaintiff covered by this chapter that could be punished as a criminal act under the laws of this state.

k. Reckless endangerment. Reckless endangerment as defined under Section 13A-6-24.

l. Sexual abuse. Any sexual offenses included in Article 4, commencing with Section 13A-6-60, of Chapter 6 of Title 13A.

m. Stalking. Stalking as defined under Sections 13A-6-90 to 13A-6-94, inclusive.

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n. Theft. Knowingly obtaining or exerting unauthorized control or obtaining control by deception over property owned by or jointly owned by the plaintiff and another. Theft includes theft as defined under Sections 13A-8-1 to 13A-8-5, inclusive.

o. Unlawful imprisonment. Unlawful imprisonment as defined under Sections 13A-6-41 and 13A-6-42."

"(2) COURT. A circuit court judge, a district court judge, or a special circuit court judge appointed pursuant to Section 12-1-14 or 12-1-14.1. A district court judge may be designated by a written standing order from the presiding circuit court judge to handle protection from abuse cases."

(3) DATING RELATIONSHIP.

"a. A significant relationship of a romantic or intimate nature characterized by the expectation of affectionate or sexual involvement over a period of time and on a continuing basis during the course of the relationship."

"b. A dating relationship includes the period of engagement to be married."

"c. A dating relationship does not include a casual or business relationship or a relationship that ended more than 12 months prior to the filing of the petition for a protection order."

"(4) PLAINTIFF. An individual who has standing to file a petition under Section 30-5-5."

"(5) PROTECTION ORDER. Any order of protection from abuse issued under this chapter for the purpose of preventing acts of abuse as defined in this chapter."

"(6) THREAT. Any word or action, expressed or implied, made to cause the plaintiff to fear for his or her safety or for the safety of another person."

"(7) VICTIM. An individual who is related to the person who commits an act of abuse in any of the following ways:

a. Is related by marriage to the defendant, including a common law marriage.

b. Had a former marriage or common law marriage with the defendant.

c. Has a child in common with the defendant regardless of whether the victim and defendant have ever been married and regardless of whether they are currently residing or have in the past resided together in the same household.

d. Has or had a dating relationship with the defendant.

e. Is a current or former household member. A household member is a person maintaining or having maintained a living arrangement with the defendant where he or she is in, or was engaged in, a romantic or sexual relationship.

f. A relative of a current or former household member as defined in paragraph e. who also lived with the defendant.

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g. An individual who is a parent, stepparent, child or stepchild and who is in or has maintained a living arrangement with the defendant."

Section 30-5-3 - Jurisdiction; request for protection order; venue; other actions; residency.

"(a) The courts, as provided in this chapter, shall have jurisdiction to issue protection orders."

"(b) A protection order may be requested in any pending civil or domestic relations action, as an independent civil action, or in conjunction with the preliminary, final, or post-judgment relief in a civil action."

"(c) A petition for a protection order may be filed in any of the following locations:

(1) Where the plaintiff or defendant resides.

(2) Where the plaintiff is temporarily located if he or she has left his or her residence to avoid further abuse.

(3) Where the abuse occurred.

(4) Where a civil matter is pending before the court in which the plaintiff and the defendant are opposing parties."

"(d) When custody, visitation, or support, or a combination of them, of a child or children has been established in a previous court order in this state, or an action containing any of the issues above is pending in a court in this state in which the plaintiff and the defendant are opposing parties, a copy of any temporary ex parte protection order issued pursuant to this chapter and the case giving rise thereto should be transferred to the court of original venue for further disposition as soon as practical taking into account the safety of the plaintiff and any children."

"(e) A minimum period of residency of a plaintiff is not required to petition the court for an order of protection."

Section 30-5-4 - Remedies and relief; duty to inform court of pending proceedings, litigation, etc.; previous court orders; issuance of orders.

"(a) The plaintiff's right to relief under this chapter shall not be affected by his or her leaving the residence or household to avoid further abuse."

"(b) At any hearing in a proceeding to obtain a protection order, each party has a continuing duty to inform the court of each pending proceeding in this state or any other state for a protection order, any pending civil litigation in this state or any other state, each pending proceeding in any family or juvenile court of this state or any other state, each pending criminal case involving the parties in this state or any other state, and any existing child custody or support order, including the case name, the file number, and the county and state of the proceeding, if that information is known to the party."

"(c) The remedies and procedures provided in this chapter are in addition to and not in lieu of any other available civil or criminal remedies. Plaintiffs shall not be barred from relief under this chapter because of other proceedings or judgments involving the parties in a court of this state or any other state."

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“(d) If child custody, visitation, or support have been ordered previously by a court of this state or any other state prior to the filing of an action under this chapter, the terms of the previous court order concerning these matters may be incorporated into a protection order as long as the Uniform Child Custody Jurisdiction and Enforcement Act, Chapter 3B, and the Uniform Interstate Family Support Act, Chapter 3A, are followed if an order was issued in another state.”

“(e) Any protection order issued in this state pursuant to this chapter shall be effective throughout this state.”

“(f) Any protection order issued by the court of another state shall be accorded full faith and credit and enforced as if it were an order of this state.”

Section 30-5-5 - Petition for relief, disclosure of information, costs and fees.

“(a) The following persons have standing to file a sworn petition for a protection order under this chapter as a plaintiff:

(1) A person who is at least 18 years old or is otherwise emancipated and is the victim of abuse, as defined in Section 30-5-2, or has reasonable cause to believe he or she is in imminent danger of becoming the victim of any act of abuse.

(2) A parent, legal guardian, next friend, or the State Department of Human Resources may petition for relief on behalf of the following:

a. A minor child.

b. Any person prevented by physical or mental incapacity from seeking a protection order.”

“(b) Standardized petitions for actions pursuant to this chapter shall be made available through the circuit clerks' offices around the state. The circuit clerk shall not be required to provide assistance to persons in completing the forms or in presenting their case to the court.”

“(c) A sworn petition shall allege the incidents of abuse, the specific facts and circumstances that form the basis upon which relief is sought, and that the plaintiff genuinely fears subsequent acts of abuse by the defendant. With respect to a minor child who is living at home, the parent, legal guardian, or next friend seeking the protective order on behalf of the child shall:

(1) Have been an eyewitness to, or have direct evidence or affidavits from eyewitnesses of, the specific facts and circumstances that form the basis upon which relief is sought, if the party against whom the protection order is sought is also a parent, stepparent, or legal guardian of the minor child; or

(2) Have a reasonable cause to believe that the minor child is a victim of abuse to form the basis upon which relief is sought, if the party against whom the protection order is sought is a person other than a parent, stepparent, or legal guardian of a minor child.”

“(d) The court shall not enter mutual orders. The court shall issue separate orders that specifically and independently state the prohibited behavior and relief granted in order to protect the victim and the victim's immediate family to clearly provide law enforcement with sufficient directives.”

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"(e) Any plaintiff who files a petition under this chapter may do so through an attorney or may represent himself or herself pro se throughout the legal process outlined in this chapter, including, but not limited to, the filing of pleadings, motions, and any other legal documents with any court, and the appearance in ex parte and formal court proceedings on his or her behalf."

"(f)(1) The following information shall not be contained on any court document made available to the public and the defendant by the circuit clerk's office: The plaintiff's home address and, if applicable, business address; a plaintiff's home telephone number and, if applicable, business telephone number; the home or business address or telephone number of any member of the plaintiff's family or household; or an address that would reveal the confidential location of a shelter for victims of domestic violence as defined in Section 30-6-1."

"(2) If disclosure of the plaintiff's address, the address of any member of the plaintiff's family or household, or an address that would reveal the confidential location of a shelter for victims of domestic violence is necessary to determine jurisdiction or to consider a venue issue, it shall be made orally and in camera."

"(3) If the plaintiff has not disclosed an address or telephone number under this section, the plaintiff shall satisfy one of the following requirements:

a. Designate and provide to the court an alternative address.

b. Elect to substitute the business address and telephone number of his or her attorney of record in place of the address of the plaintiff on any court document."

"(g) No court costs and fees shall be assessed for the filing and service of a petition for a protection order, for the issuance or registration of a protection order, or for the issuance of a witness subpoena under this chapter. Costs and fees may be assessed against the defendant at the discretion of the court."

Section 30-5-6 - Hearing on petition; temporary orders.

"(a) The court shall hold a hearing after the filing of a petition under this chapter upon the request of the defendant or within 10 days of the perfection of service. A final hearing shall be set at which the standard of proof shall be a preponderance of the evidence. If the defendant has not been served, a final hearing may be continued to allow for service to be perfected."

"(b) The court may enter such temporary ex parte protection orders as it deems necessary to protect the plaintiff or children from abuse, or the immediate and present danger of abuse to the plaintiff or children, upon good cause shown. The court shall grant or deny a petition for a temporary ex parte protection order filed under this chapter within three business days of the filing of the petition. Any granted temporary ex parte protection order shall be effective until the final hearing date."

"(c) If a final hearing under subsection (a) is continued, the court may make or extend temporary ex parte protection orders under subsection (b) as it deems reasonably necessary."

Section 30-5-7 - Ex parte orders or modification of protection order.

"(a) If it appears from a petition for a protection order or a petition to modify a protection order that abuse has occurred or from a petition for a modification of a protection order that a modification is warranted, the court may do any of the following:

- (1) Without notice or hearing, immediately issue an ex parte protection order or modify an ex parte protection order as it deems necessary.
- (2) After providing notice as required by the Alabama Rules of Civil Procedure, issue a final protection order or modify a protection order after a hearing whether or not the defendant appears."

"(b) A court may grant any of the following relief without notice and a hearing in an ex parte protection order or an ex parte modification of a protection order:

- (1) Enjoin the defendant from threatening to commit or committing acts of abuse, as defined in this chapter, against the plaintiff or children of the plaintiff, and any other person designated by the court.
- (2) a. Restrain and enjoin the defendant from harassing, stalking, annoying, threatening, or engaging in conduct that would place the plaintiff, minors, children of the plaintiff, or any other person designated by the court in reasonable fear of bodily injury or from contacting the plaintiff or children of the plaintiff.
b. For the purposes of this subdivision, "contacting" includes, but is not limited to, communicating with the victim verbally or in any written form, either in person, telephonically, electronically, or in any other manner, either directly or indirectly through a third person.
- (3) Restrain and enjoin the defendant from having physical or violent contact with the plaintiff or the plaintiff's property, or from going within a minimum of 300 feet of the plaintiff's residence, even if the residence is shared with the defendant, school, or place of employment of the plaintiff, any children, or any other person designated by the court, or order the defendant to stay away from any specified place frequented by the plaintiff, any children, or any person designated by the court where the court determines the defendant has no legitimate reason to frequent.
- (4) Award temporary custody of any children of the parties.
- (5) Enjoin the defendant from interfering with the plaintiff's efforts to remove any children of the plaintiff or from removing any children from the jurisdiction of the court, and direct the appropriate law enforcement officer to accompany the plaintiff during the effort to remove any children of the plaintiff as necessary to protect the plaintiff or any children from abuse or child abuse.
- (6) Enjoin the defendant from removing any children from the individual having legal custody of the children, except as subsequently authorized by a custody or visitation order issued by a court of competent jurisdiction.
- (7) Remove and exclude the defendant from the residence of the plaintiff, regardless of ownership of the residence.

This document does not constitute legal advice and is for educational purposes only. The information is based upon a review of the newly passed legislative Acts. Readers should consult the Code of Alabama 1975 and Alabama case law for the most current information.

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(8) Order possession and use of an automobile and other essential personal effects, regardless of ownership, and direct the appropriate law enforcement officer to accompany the plaintiff to the residence of the parties or to other specified locations as necessary to protect the plaintiff or any children from abuse.

(9) Order other relief as it deems necessary to provide for the safety and welfare of the plaintiff or any children and any person designated by the court.

(10) Prohibit the defendant from transferring, concealing, encumbering, or otherwise disposing of specified property mutually owned or leased by the parties."

"(c) The court may grant any of the following relief in a final protection order or a modification of a protection order after notice and a hearing, whether or not the defendant appears:

(1) Grant the relief available in subsection (b).

(2) Specify arrangements for visitation of any children by the defendant on a basis that gives primary consideration to the safety of the plaintiff or any children, or both, and require supervision by a third party or deny visitation if necessary to protect the safety of the plaintiff or any children, or both.

(3) Order the defendant to pay attorney's fees and court costs.

(4) When the defendant has a duty to support the plaintiff or any children living in the residence or household and the defendant is the sole owner or lessee, grant to the plaintiff possession of the residence or household to the exclusion of the defendant by evicting the defendant or restoring possession to the plaintiff, or both, or by consent agreement allowing the defendant to provide suitable alternate housing.

(5) Order the defendant to pay temporary reasonable support for the plaintiff or any children in the plaintiff's custody, or both, when the defendant has a legal obligation to support such persons. The amount of temporary support awarded shall be in accordance with Child Support Guidelines found in Rule 32 of the Alabama Rules of Judicial Administration.

(6) Order the defendant to provide temporary possession of a vehicle to the plaintiff, if the plaintiff has no other means of transportation of his or her own and the defendant either has control of more than one vehicle or has alternate means of transportation."

"(d) (1) Any temporary ex parte order issued pursuant to this chapter shall remain in effect as provided in Section 30-5-6. While the final protection order is in effect, the court may amend its order at any time upon subsequent petition being filed by either party and a hearing held pursuant to this chapter."

"(2) Any final protection order is of permanent duration unless otherwise specified or modified by a subsequent court order."

"(e) No order or agreement under this chapter shall in any manner affect title to any real property, except final subsequent proceedings available by law."

"(f) A temporary or final judgement on a protective order entered pursuant to this section shall indicate all of the following:

- (1) That the injunction is valid and enforceable in all counties in the state.
- (2) That law enforcement officers may use their arrest powers pursuant to Section 15-10-3 to enforce the terms of the injunction.
- (3) That the court had jurisdiction over the parties and matter under the laws of the state and that reasonable notice and opportunity to be heard was given to the person against whom the order is sought sufficient to protect that person's right to due process."

Section 30-5-8 - Copies of order issued to certain persons; format of order.

"(a)(1) A copy of the notice of hearing or any order under this chapter shall be sent to the plaintiff, within 24 hours of issuance, provided the plaintiff provides the court with current and accurate contact information, and to the law enforcement officials with jurisdiction to enforce the order. The clerk of the court may furnish a certified copy of the notice of hearing or final protection order, if any, electronically."

"(2) A copy of any notice of hearing or order under this chapter shall be issued to the defendant as soon as possible pursuant to Rule 4 of the Alabama Rules of Civil Procedure."

"(3) Certain information in these orders shall be entered in the Protection Order Registry of the Administrative Office of Courts and shall be electronically transmitted to the Alabama Law Enforcement Agency for entry into the National Crime Information Center (NCIC), the National Law Enforcement Telecommunication System (Nlets), and the Law Enforcement Tactical System (LETS). Such information shall include, but is not limited to, information as to the existence and status of any protection orders for verification purposes."

"(b) Ex parte and final protection orders shall be in a format as provided by the Administrative Office of Courts. If a court wishes to provide additional information in these standardized court orders, the court may attach additional pages containing this additional information."

"(c) Within 24 hours after issuance of a protection order, the clerk of court shall forward the written proof of service of process and a copy of the protection order to the law enforcement agency with jurisdiction over the residence of the plaintiff. The information shall be entered into the Protection Order Registry of the Administrative Office of Courts and shall be electronically transmitted to the Alabama Law Enforcement Agency for entry into the National Crime Information Center (NCIC), the National Law Enforcement Telecommunication System (Nlets), and the Law Enforcement Tactical System (LETS)."

"(d) If a court vacates or modifies a protection order, notice shall be sent within 24 hours to the plaintiff, provided that the plaintiff provides the court with current and accurate contact information, to the defendant, and to the law enforcement officials with jurisdiction to enforce the order."

"(e)(1) The Alabama Law Enforcement Agency shall develop an automated process by which a plaintiff may request notification of service of the protection order and other court actions related to the protection order. The automated notice shall be made within 12 hours after a law enforcement officer serves a protection order upon the defendant.

The notification shall include, at a minimum, the date, time, and where the protection order was served. This information identifying the plaintiff referenced under subsection (2) shall be exempt from public records requirement in section 36-12-40."

"(2) Upon implementation of the automated process, information held by the clerks and law enforcement agencies in conjunction with this process that reveals a home or employment telephone number, cellular telephone number, home or employment address, electronic mail address, or other electronic means of identification of a plaintiff requesting notification of service of a protection order or other court actions is exempt from Section 36-12-40. Notwithstanding the provisions of this subsection, any state or federal agency that is authorized to have access to such information by any provision of law shall be granted access in the furtherance of the agency's statutory duties."

"(f) In addition to any other fine or penalty provided by law, the defendant shall pay an additional fine of fifty dollars (\$50) for a violation of a protection order. On a monthly basis, the clerk of the court shall transfer the additional fines collected pursuant to this subdivision to the State Treasury for deposit in the Domestic Violence Trust Fund, established by Section 30-6-11."

Rule 4. Process: General and miscellaneous provisions

"(c) Upon whom process served. Service of process, except service by publication as provided in Rule 4.3, shall be made as follows:

(1) Individual. Upon an individual, other than a minor or an incompetent person, by serving the individual or by leaving a copy of the summons and the complaint at the individual's dwelling house or usual place of abode with some person of suitable age and discretion then residing therein or by delivering a copy of the summons and the complaint to an agent authorized by appointment or by law to receive service of process;

(i) Methods of service. Service under this rule shall include the following:

(1) Delivery by a process server. (A) By sheriff or constable. When process issued from any court subject to the provisions of these rules is to be delivered personally within this state, the clerk of the court shall deliver or mail the process and sufficient copies of the process and complaint, or other documents to be served, to the sheriff or constable of the county in which the party to be served resides or may be found. (B) By designated person. As an alternative to delivery by the sheriff, or when process is to be delivered personally outside this state, process issued from any court governed by these rules may be served by any person not less than eighteen (18) years of age, who is not a party.

(C) How served and returned. The person serving process shall locate the person to be served and shall deliver a copy of the process and accompanying documents to the person to be served. When the copy of the process has been delivered, the person serving process shall endorse that fact on the process and return it to the clerk, who shall make the appropriate entry on the docket sheet relating to the action. The return shall clearly indicate the name, address, and telephone number of the person serving process. The return of the person serving process in the manner described herein shall be prima facie evidence that process has been served.

(D) Failure of service. When the person serving process is unable to serve a copy of the process within thirty (30) days, the person serving process shall endorse that fact and the reason therefor on the process and return the process and copies to the clerk, who shall make the appropriate entry on the docket sheet of the action. In the event of failure of service, the clerk shall forthwith notify, by mail, the attorney of record or, if there is no attorney of record, the party at whose instance process was issued. The clerk shall enter the fact of notification on the docket sheet of the action. Failure to make service within the thirty-(30)-day period and failure to make proof of service do not affect the validity of service."

"(2) Service by certified mail. (A) When proper. When the plaintiff files a written request with the clerk for service by certified mail, service of process shall be made by that method. Alternatively, the attorney or party filing the process and complaint may initiate service by certified mail as provided in this rule.

(B) How served. (i) In the event of service by certified mail by the clerk, the clerk shall place a copy of the process and complaint or other document to be served in an envelope and shall address the envelope to the person to be served with instructions to forward. In the case of an entity within the scope of one of the subdivisions of Rule 4(c), the addressee shall be a person described in the appropriate subdivision. The clerk shall affix adequate postage and place the sealed envelope in the United States mail as certified mail with instructions to forward, return receipt requested, with instructions to the delivering postal employee to show to whom delivered, date of delivery, and address where delivered. The case number of the case in which the pleading has been filed shall be included on the return receipt. The clerk shall forthwith enter the fact of mailing on the docket sheet of the action and make a similar entry when the return receipt is received. (ii) Alternatively, the attorney or party filing the process and complaint or other document to be served may obtain a copy of the filed pleading from the clerk or, if the pleading was filed electronically, use the copy returned electronically by the clerk. The attorney or party shall then place that copy of the process and complaint or other document to be served in an envelope and address the envelope to the person to be served with instructions to forward. In the case of an entity within the scope of one of the subdivisions of Rule 4(c), the addressee shall be a person described in the appropriate subdivision. The attorney or party shall affix adequate postage and place the sealed envelope in the United States mail as certified mail with instructions to forward, return receipt requested, with instructions to the delivering postal employee to show to whom delivered, date of delivery, and address where delivered. The return receipt shall be addressed to the clerk of the court issuing the process and shall identify the case number of the case in which the pleading has been filed. Upon mailing, the attorney or party shall immediately file with the court an "Affidavit of Certified Mailing of Process and Complaint." That affidavit shall verify that a filed copy of the process and complaint or other document to be served has been mailed by certified mail in accordance with this rule.

(C) When effective. Service by certified mail shall be deemed complete and the time for answering shall run from the date of delivery to the named addressee or the addressee's agent as evidenced by signature on the return receipt. Within the meaning of this subdivision, "agent" means a person or entity specifically authorized by the addressee to receive the addressee's mail and to deliver that mail to the addressee. Such agent's authority shall be conclusively established when the addressee acknowledges actual receipt of the summons and complaint or the court determines that the evidence proves the addressee did actually receive the summons and complaint in time to avoid a default. An action shall not be dismissed for improper service of process unless the service failed to inform the defendant of the action within time to avoid a default. In the case of an entity included in one of the provisions of Rule 4(c), "defendant," within the meaning of this subdivision, shall be such a person described in the applicable subdivision of 4(c).

(D) Failure of delivery. If the receipt shows failure of delivery to the addressee or the addressee's agent, the clerk shall follow the notification procedure set forth in subdivision (i)(1)(D) of this rule. Failure to make service within the thirty-(30-)day period and failure to make proof of service do not affect the validity of service."

Rule 4.1. Process: Service of other process – "Process other than a summons as provided in Rule 4 or subpoena as provided in Rule 45 shall be served by a sheriff or constable, or a person specially appointed for that purpose, who shall make a proof of service as provided in Rule 4(i)(1)(C). The process may be served anywhere within this state, and, when authorized by law, outside of this state."

Section 36-12-40 - Rights of citizens to inspect and copy public writings; exceptions.

"Every citizen has a right to inspect and take a copy of any public writing of this state, except as otherwise expressly provided by statute. Provided however, registration and circulation records and information concerning the use of the public, public school or college and university libraries of this state shall be exempted from this section. Provided further, any parent of a minor child shall have the right to inspect the registration and circulation records of any school or public library that pertain to his or her child.

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or

systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records the disclosure of which would otherwise be detrimental to the best interests of the public shall be exempted from this section."

"Any public officer who receives a request for records that may appear to relate to critical infrastructure or critical energy infrastructure information, shall notify the owner of such infrastructure in writing of the request and provide the owner an opportunity to comment on the request and on the threats to public safety or welfare that could reasonably be expected from public disclosure on the records."

Section 30-5B-1 - Short title.

"This chapter may be cited as the Alabama Uniform Interstate Enforcement of Domestic Violence Protection Orders Act."

Section 30-5B-2 - Definitions.

"As used in this chapter, the following words have the following meanings:

- (1) COURT. A circuit or district court authorized by statute to issue or modify a protective order.
- (2) FOREIGN PROTECTION ORDER. A protection order issued by a tribunal of another state.
- (3) ISSUING STATE. The state whose tribunal issues a protection order.
- (4) MUTUAL FOREIGN PROTECTION ORDER. A foreign protection order that includes provisions in favor of both the protected individual seeking enforcement of the order and the respondent.
- (5) PROTECTED INDIVIDUAL. An individual protected by a protection order.
- (6) PROTECTION ORDER. An injunction or other order, issued by a tribunal under the domestic violence or family violence laws of the issuing state, to prevent an individual from engaging in violent or threatening acts against, harassment of, contact or communication with, or physical proximity to, another individual.
- (7) RESPONDENT. The individual against whom enforcement of a protection order is sought.
- (8) STATE. A state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States. The term includes an Indian tribe or band that has jurisdiction to issue protection orders.
- (9) TRIBUNAL. A court, agency, or other entity authorized by law to issue or modify a protection order."

Section 30-5B-3 - Judicial enforcement of order.

"(a) A person authorized by the law of this state to seek enforcement of a protection order may seek enforcement of a valid foreign protection order in a court of this state. The court shall enforce the terms of the order, including terms that provide relief that a court of this state would lack power to provide but for this section.

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The court shall enforce the order, whether the order was obtained by independent action or in another proceeding, if it is an order issued in response to a complaint, petition, or motion filed by or on behalf of an individual seeking protection. In a proceeding to enforce a foreign protection order, the court shall follow the procedures of this state for the enforcement of protection orders."

"(b) A court of this state may not enforce a foreign protection order issued by a tribunal of a state that does not recognize the standing of a protected individual to seek enforcement of the order."

"(c) A court of this state shall enforce the provisions of a valid foreign protection order which govern custody and visitation, if the order was issued in accordance with the jurisdictional requirements governing the issuance of custody and visitation orders in the issuing state."

"(d) A court of this state may not enforce under this chapter a provision of a foreign protection order with respect to support."

"(e) A foreign protection order is valid if it meets all of the following criteria:

- (1) Identifies the protected individual and the respondent.
- (2) Is currently in effect.
- (3) Was issued by a tribunal that had jurisdiction over the parties and subject matter under the law of the issuing state.
- (4) Was issued after the respondent was given reasonable notice and had an opportunity to be heard before the tribunal that issued the order or, in the case of an order ex parte, the respondent was given notice and had an opportunity to be heard within a reasonable time after the order was issued, consistent with the rights of the respondent to due process."

"(f) A foreign protection order valid on its face is prima facie evidence of its validity."

"(g) Absence of any of the criteria for validity of a foreign protection order is an affirmative defense in an action seeking enforcement of the order."

"(h) A court of this state may enforce provisions of a mutual foreign protection order which favor a respondent only if both of the following criteria are met:

- (1) The respondent filed a written pleading seeking a protection order from the tribunal of the issuing state.
- (2) The tribunal of the issuing state made specific findings in favor of the respondent."

Section 30-5B-4 - Nonjudicial enforcement of order.

“(a) A law enforcement officer of this state, upon determining that there is probable cause to believe that a valid foreign protection order exists and that the order has been violated, shall enforce the order as if it were the order of a court of this state. Presentation of a protection order that identifies both the protected individual and the respondent and, on its face, is currently in effect constitutes probable cause to believe that a valid foreign protection order exists. For the purposes of this section, the protection order may be inscribed on a tangible medium or may have been stored in an electronic or other medium if it is retrievable in perceivable form. Presentation of a certified copy of a protection order is not required for enforcement.”

“(b) If a foreign protection order is not presented, a law enforcement officer of this state may consider other information in determining whether there is probable cause to believe that a valid foreign protection order exists.”

“(c) If a law enforcement officer of this state determines that an otherwise valid foreign protection order cannot be enforced because the respondent has not been notified or served with the order, the officer shall inform the respondent of the order, and allow the respondent a reasonable opportunity to comply with the order before enforcing the order.”

“(d) Registration or filing of an order in this state is not required for the enforcement of a valid foreign protection order pursuant to this chapter.”

Section 30-5B-5 - Registration of order.

“(a) Any individual may register a foreign protection order in this state. To register a foreign protection order, an individual shall present a certified copy of the order to any circuit or district court clerk in the state and complete an affidavit as provided in subsection (d).”

“(b) The court clerk shall enter, as expeditiously as possible, all necessary information into the State Judicial Information System which shall be electronically transmitted by the Administrative Office of Courts to the Alabama Criminal Justice Information System. After the order is registered, a copy of the order stamped filed by the court clerk shall be provided by the clerk's office to the person registering the order.”

“(c) The Criminal Justice Information Center, as Alabama's central registry of protection orders, shall enter, as expeditiously as possible, an order upon electronic submission from the State Judicial Information System of information concerning a valid protection order filed with a circuit or district court clerk. The Criminal Justice Information Center shall correct inaccurate information upon receipt of notice of inaccuracies or corrections, and shall remove from the registry protection orders not currently in effect.”

“(d) An individual registering a foreign protection order shall file an affidavit by the protected individual stating that, to the best of the protected individual's knowledge, the order is currently in effect.”

“(e) A foreign protection order registered under this chapter shall be entered by the State Judicial Information System, Criminal Justice Information System, and the National Crime Information Center in any existing state or federal registry of protection orders, in accordance with applicable law.”

“(f) A fee may not be charged for the registration of a foreign protection order.”

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Section 30-5B-6 - Immunity.

"In the absence of negligence, or wantonness, or willful misconduct, this state or a local governmental agency, or a law enforcement officer, prosecuting attorney, clerk of court, or any state or local governmental official acting in an official capacity, is immune from civil and criminal liability for an act or omission arising out of the registration or enforcement of a foreign protection order or the detention or arrest of an alleged violator of a foreign protection order if the act or omission was done in an effort to comply with this chapter."

Section 30-5B-7 - Other remedies.

"A protected individual who pursues remedies under this chapter is not precluded from pursuing other legal or equitable remedies against the respondent."

Section 30-5B-8 - Uniformity of application and construction.

"In applying and construing this uniform act, consideration shall be given to the need to promote uniformity of the law with respect to its subject matter among states that enact it."

Section 30-5B-9 - Severability clause.

"If any provision of this chapter or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are severable."

Section 30-5B-10 - Transitional provision.

"This chapter applies to protection orders issued before January 1, 2004, and to continuing actions for enforcement of foreign protection orders commenced before January 1, 2004. A request for enforcement of a foreign protection order made on or after January 1, 2004, for violations of a foreign protection order occurring before January 1, 2004, is governed by this chapter."

Law Enforcement Victim Assistance and Domestic Violence

Section 30-6-9 - Law enforcement officer to advise person of available facility.

"Any law enforcement officer who investigates an alleged incident of domestic violence shall, at the time of the incident, assist the victim with obtaining transportation so that the victim may receive any necessary medical treatment which resulted from the alleged incident to which the officer responds, shall advise the victim that there is a domestic violence center from which the victim may receive services."

Domestic Violence Batterer Intervention Programs

Section 30-7-6

"(a) The director, in consultation with the Alabama Coalition Against Domestic Violence, Incorporated or other qualified entity, as provided in subsection (b) of Section 30-7-2, the Alabama Network of Family Resource Centers, and the Alabama Department of Mental Health, shall establish the content of batterers' intervention programs in order to direct services to those persons who are adjudged to have committed an act of domestic violence, as defined in Section 30-5-2, those against whom an injunction for protection against domestic violence is entered, those referred by the court, and those who volunteer to attend such programs."

"(d) The court making referrals may not refer victims or their family or household members to batterers' intervention programs. The court shall only order an adjudicated perpetrator of domestic violence to batterer's intervention programs."

Municipal Courts and Domestic Violence

Section 11-45-9

"(f) In the enforcement of a Class A misdemeanor, including a domestic violence offense, the fine may not exceed five thousand dollars (\$5,000) and the sentence of imprisonment may not exceed one year."

Tammy Nix

From: Anita L. Kelly <anita.kelly@alacourt.gov>
Sent: Thursday, December 31, 2015 12:42 PM
To: Donald Mims; Tammy Montgomery
Attachments: Mims2PFA12312015.docx

Tammy Nix

From: Meesoon Han <seemeeesoon@akeep.org>
Sent: Wednesday, December 02, 2015 8:02 PM
To: Dan Harris; Elton N. Dean, Sr.; Andrew Hall; Ronda Walker; Jiles Williams, Jr.
Cc: DiDi Henry; Donald Mims; Tammy Nix
Subject: Workforce Skills for Montgomery high school students by A-KEEP [Alabama-Korea Education & Economic Partnership]
Attachments: AKEEP MontgomeryCommissioners 2016.pdf; Dr Cleveland MBJ 2015 to Course 541000.pdf
Importance: High

Dear Honorable Montgomery County Commissioners,

Thanks to your past supports for Alabama-Korea Education & Economic Partnership [A-KEEP]. A-KEEP has a few exciting news to share with you for your continuous support.

- 1) We are moved to Rosa Parks Library & Museum, Suite 329 provided by Troy University's Montgomery campus.
- 2) We have developed a high school ACCESS course, titled, "Working in Multicultural Environments: Korean" for the Montgomery Public School students.
- 3) We are ready to teach the course in Spring 2016 for Montgomery students.

Please support financially so that the Montgomery public school students, especially for Career education students who seek an employment!!

Please read attachments and allow me to make a presentation for any concern or details!

Looking forward to hearing from you!

Sincerely,

Meesoon Han

Executive Director, A-KEEP
Alabama-Korea Education & Economic Partnership
Rosa Parks Library & Museum, Suite 329
252 Montgomery Street, Montgomery, AL 36104
334.328.5695 and [seeMeesoon@akeep.org](mailto:seemeeesoon@akeep.org)



A-KEEP

ALABAMA-KOREA
EDUCATION AND
ECONOMIC PARTNERSHIP



A-KEEP

ALABAMA-KOREA
EDUCATION AND
ECONOMIC PARTNERSHIP

Global Leadership Foundation
Providing multicultural Diversity Education;
Global Partnership Facilitator
Bridging Differences for local Economic Prosperity!

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Chairman of Executive Board
The Superintendent of
Alabama State Department of
Education

Honorable Gerald Dial
Cofounder & Executive Board
Senator, District 13 of
Alabama State Legislation

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US Space & Rocket Center

Dr. John G. Veres, III
Chancellor of
Auburn University Montgomery

Dr. Gwendolyn E. Boyd
President of
Alabama State University

Career Education Counsel:

Dr. Philip Cleveland
Director, Alabama Career &
Technology Education



Ms. Meesoon Han
Executive Director
A-KEEP, Inc.

Physical Office:

Rosa Parks Library & Museum
Suite 329
252 Montgomery Street
Montgomery, AL. 36104

Mailing Address:

P.O. Drawer 4419
Montgomery, AL. 36103-4419

General Contact:

Phone: (334) 625-8515
Fax: (855) 398-2328
info@akeep.org

Date: December 1, 2015

To: Elton N. Dean, Sr., Chairman
Daniel Harris, Jr., Vice Chairman
Ronda M. Walker
Jiles Williams, Jr.,
Andrew Dr. Hall

101 South Lawrence Street
Montgomery, Alabama 36104
334.832.2555

Re: Grant Request of \$10,000 to teach "Working in Multicultural Environments: Korean"

It is an **Accredited High School Course (# 541000)** under the Alabama State Department of Education. A-KEEP is developing the **Workforce Skills course** and wishes to teach to the Montgomery County Public School students especially who seek an employment at a Korean company or a local company doing business with them.

Dear all honorable Montgomery County Commissioners,

Thank you always for your generous support in the past years. We are continuously seeking your support to reach a next benchmark for the Montgomery County students! Please grant the request for following reasons.

The course is a new high school career course via ACCESS [Alabama Connecting Classrooms, Educators & Students Statewide] system with supplemental cultural activities under the guidance of Career Technology Education when financially feasible. It is to teach students the objective cultural differences between Korea, Alabama and the United States in Geography, demography, tradition, culture, history, language, expectations and more. It is to understand the diverse multinational, multicultural environments, to develop interpersonal skills in multilingual Korean workplaces, to apply inferred knowledge and to build their own professional relationships in a dynamically globalizing workplace.

Goals to achieve:

- 1) Increase employment opportunities for high school graduates in Montgomery County
- 2) Increase wages with an Industry Certification
- 3) Increase employee-retention via harmonious multicultural diverse workforce
- 4) Increase high school graduation rate with local career opportunities
- 5) Increase revitalized small business opportunities
- 6) Increase assistance to local Economic development

Necessary Reasons to teach:

Due to diverse cultural barriers, we have to teach them soft-skills in order for them to succeed in the multicultural environments. Therefore, A-KEEP has worked with Dr. Philip Cleveland, Deputy State Superintendent of the Alabama State Department of Education, to meet the necessary standards as an accredited high school course and also worked with local Korean industries to meet their expectation. We are proud of the course development,

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A-KEEP

ALABAMA-KOREA
EDUCATION AND
ECONOMIC PARTNERSHIP

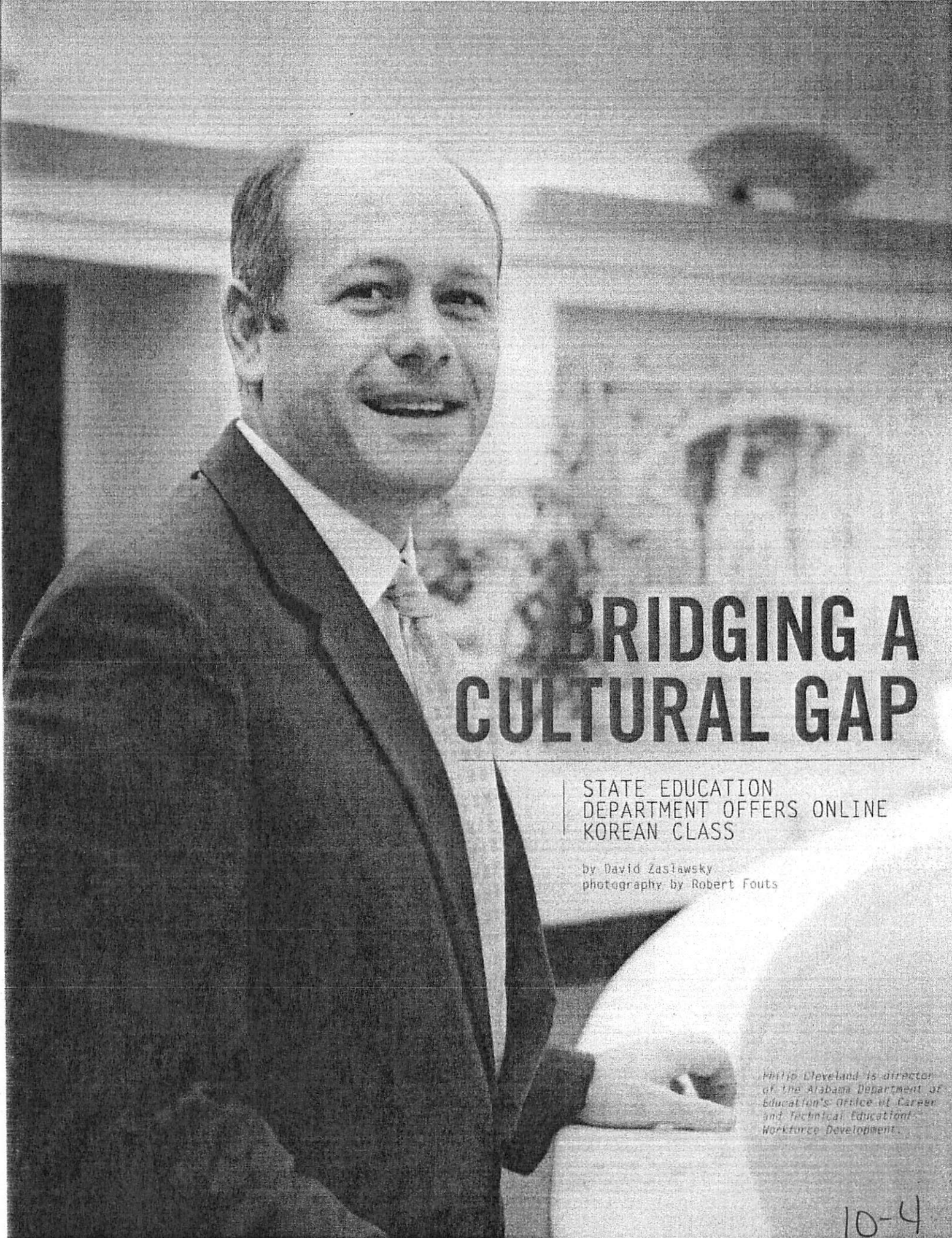
Global Leadership Foundation
Providing multicultural Diversity Education;
Global Partnership Facilitator
Bridging Differences for local Economic Prosperity!

and need your financial support to teach it to Montgomery Public School students. Please consider attached supporting documents, or allow me to make a presentation for it and let me know any concern,

Thank you again for your genuine support. If you have any other concern, please let me know.

Sincerely,

Meesoon Han
Executive Director, A-KEEP, Inc.
Alabama-Korea Education and Economic Partnership
seeMeesoon@akeep.org



BRIDGING A CULTURAL GAP

STATE EDUCATION
DEPARTMENT OFFERS ONLINE
KOREAN CLASS

by David Zaslawsky
photography by Robert Fouts

Philip Cleveland is director
of the Alabama Department of
Education's Office of Career
and Technical Education
Workforce Development.

10-4

If you need another example of the education community working hand-in-hand with the business community consider this:

The Alabama Department of Education in conjunction with the non-profit A-KEEP (Alabama-Korean Educational Exchange Partnership) is developing a Korean language and culture course for students statewide in grades 9-12. The ramifications are far-reaching. With all the Korean companies operating in the River Region and other areas in the state, an online course about the Korean culture will bridge a definite gap. That gap was significant enough that the business community – primarily the automotive sector – requested such a course, said Philip Cleveland, director of the Department of Education's Office of Career and Technical Education/Workforce Development. This is the latest in a series of examples with all entities – government, business community and education – being on the same page for developing today's and tomorrow's workforce.

The Department of Education's goal "is to be industry-driven; to make sure that we are providing our students with tangible skill sets that will help them be successful in the world of work," Cleveland said. "We really want to see that happen."

"The goal of the course is that (participants) have conversational ability, and as importantly, the culture side of the course, where (students) are learning the things that help them interact and be receptive."

-Philip Cleveland, director of the Department of Education's Office of Career and Technical Education/Workforce Development

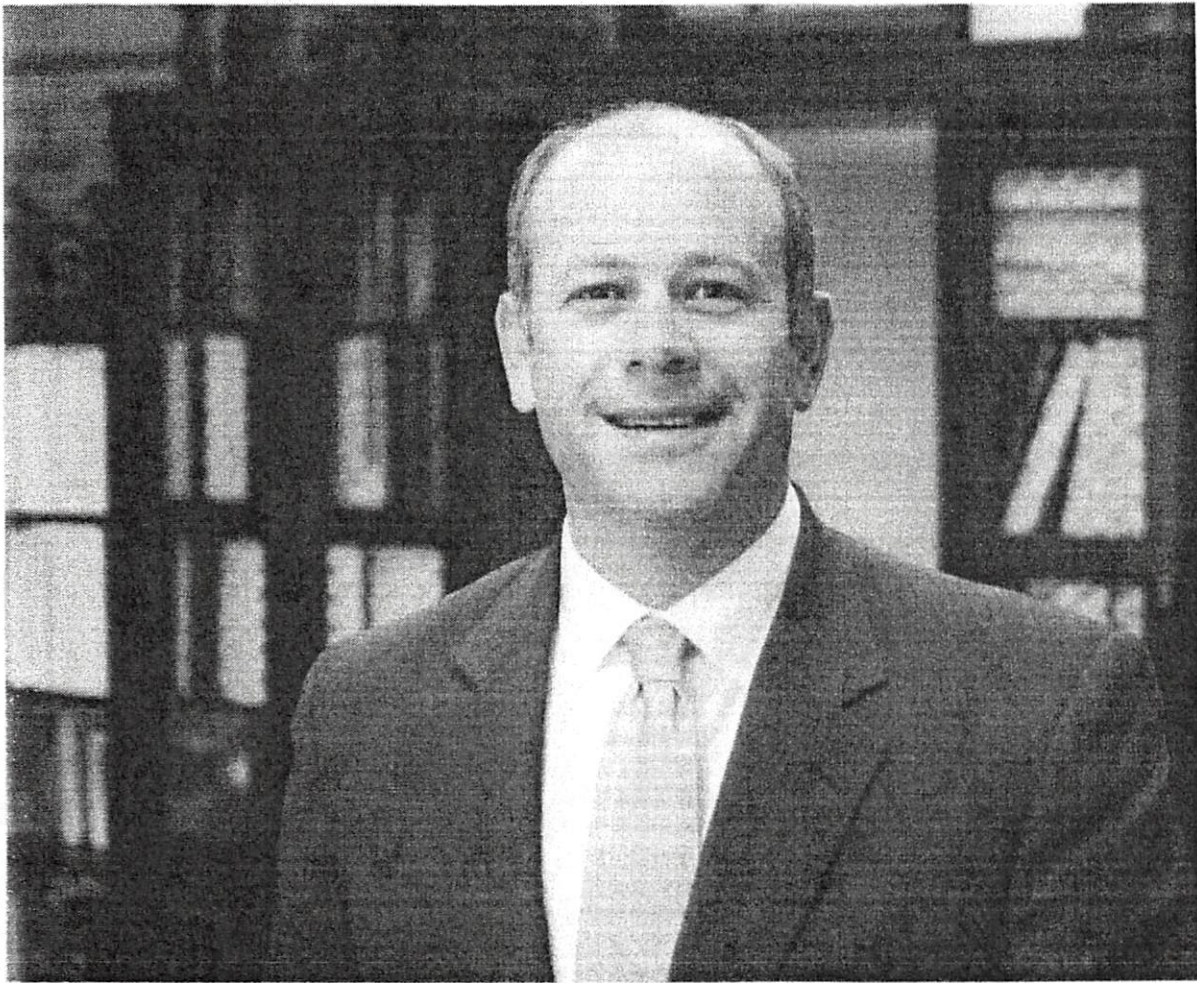
The Korean language/culture class will be taught via the department's online platform – Alabama Connecting Classrooms, Educators & Students Statewide (ACCESS). The course is being developed and is expected to be offered in the fall. A student would sign up for the course and it would be worth one credit. Cleveland hopes 50 students will take the course.

The Department of Education is also working with Troy University and Auburn University at Montgomery as well as A-KEEP, which has contacts with Soongsil University in Seoul that could provide instructors.

"The goal of the course is that (participants) have conversational ability, and as importantly, the culture side of the course, where (students) are learning the things that help them interact and be receptive," Cleveland said.

The course is more focused on cultural differences. "It's helping to create an opportunity to remove obstacles say between a line person and a supervisor that may have different cultural backgrounds," he said. "Sometimes not looking someone in the eye does not mean disrespect. It's a different culture."

Continued on page 52



“It’s helping to create an opportunity to remove obstacles say between a line person and a supervisor that may have different cultural backgrounds.”

-Philip Cleveland, director of the Department of Education's Office of Career and Technical Education/Workforce Development

Continued from page 55

It would make for a seamless transition from a high school student to working at a Korean business and that's the goal. "We feel like this course will impact employee retention; we feel like it will help our industry partners maintain a higher level of efficiency when it comes to productivity," Cleveland said. "We all know that if an employee feels that they are appreciated and they have a good relationship with their supervisor – productivity is going to go up. We think we can help our industry partners create that opportunity through this course."

Increased productivity and efficiency for businesses and industries translate into increased funding for education, "which allows us to do more with our students," Cleveland said.

This class is just the beginning. The goal, according to Cleveland, is a second class. The broader goal is to have similar courses offered to current employees at Korean-owned companies through

the state's community college system or perhaps a university. "That's also been requested by industry," Cleveland said.

There could be some classes taught face-to-face instead of online. "There's nothing that says that can't occur."

Cleveland expects the Montgomery Public Schools district to embrace the state's Korean language/culture course "because of the number of students who transition from MPS to the automotive industry to work," Cleveland said.

A-KEEP will work with companies to pay for instructors, Cleveland said. ■

Bring your plans into focus.

Whether your small business is growing and requires capital to expand, or you need help managing operating cash flow more efficiently, IBERIABANK is there to assist. A team of experienced small business and commercial bankers can help make your business vision a reality. So, dream big, aim high and grow with your business partner from IBERIABANK.

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August 20, 2015

THE UNIVERSITY OF
ALABAMA
CONTINUING STUDIES

To Whom It May Concern:

I am writing this letter to support A-KEEP's ongoing efforts in course development. I have worked with online course development for Alabama high school students since 2002 and have participated or led the development or revision of more than 50 online courses. I am currently serving as the project manager of the ACCESS Course Development team for our first course authored in partnership with A-KEEP, *International Workforce Skills for Korean Companies*. Meesoon Han and the team of subject matter experts at A-KEEP have been among the most driven and enthusiastic course authors I have worked with.

The courses proposed by A-KEEP will provide industry-specific and academic knowledge and skills not currently offered to Alabama high school students. Students who successfully complete these courses will be better equipped to work in multicultural environments, further encouraging growth and partnership between Alabama and Korean companies.

Over the past seven months, the ACCESS Course Development team has worked with A-KEEP to provide instructional design support in early course planning phases, resulting in the development of concrete, measurable objectives for an *International Workforce Skills for Korean Companies* course, one that is unique not only to Alabama high schools but also to post-secondary schools as well. This innovative course will provide students with cross-cultural knowledge to succeed in multicultural workplaces, basic foreign language skills, and the opportunity to practice career- and college-readiness skills (such as analysis of the impact of historical events on current culture, interpretation of Alabama's role in a global society, and evaluation of common values across societies) in contexts that apply directly to their lives and future. The ACCESS Course Development team is now working with A-KEEP on the course design itself and is currently on-track to offer this course to interested students in the Spring 2016 semester. We plan to not only offer this course through ACCESS, but to also make the course available (through A-KEEP) to post-secondary and business groups who could also benefit from these materials, allowing this project to reach a much broader audience.

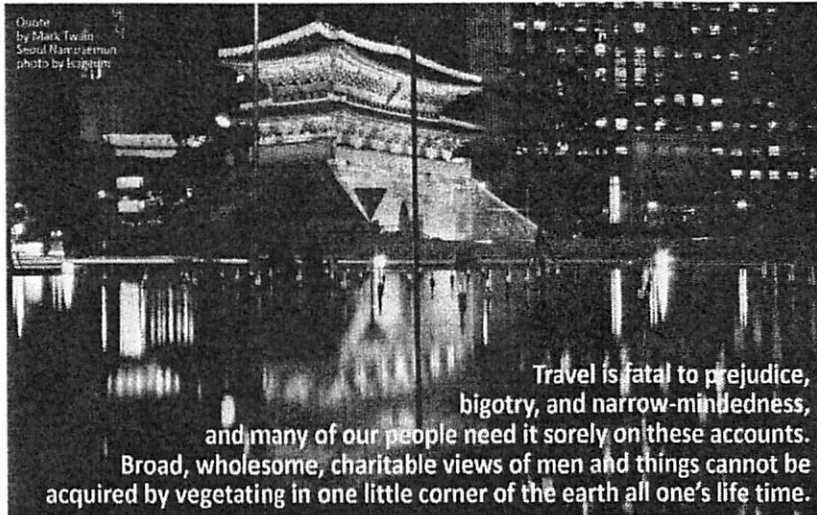
We hope that A-KEEP can continue to build support for the course development projects. We look forward to collaborating with them on future offerings.

Sincerely,



Rachel S. Walker
Manager, Teacher Development and Curriculum Management

Introduction to Course title, "Working in Multicultural Environments: Korean"
An approved course #541000 by the Alabama State Department of Education



You know the term "global economy" and you will be entering the workforce in an era when corporations reach across oceans, deserts, language barriers, customs and cultures. The presence of international companies in Alabama is the result of deliberate and determined recruiting. Economic development teams from the State, County and City level recruit companies, both large and small, with the goal of securing industry and jobs for the region to

provide secure living wages for the families and workforce of Alabama.

You can be a part of this global, yet local workforce. One successful recruitment factor for any international company is the presence and availability of a highly qualified workforce. As a high school student in Alabama, you are a part of this future workforce. Your career may be in finance, accounting, engineering, machine maintenance, human resources, public relations, communications, law or assembly. Whatever your chosen field, there are opportunities for you in the extensive network of Korean industries that have already chosen to invest and produce in Alabama.

The **"Working in Multicultural Environments: Korean"** course provides a valuable introduction – and a competitive advantage – for those students seeking employment with any of the companies in the large Korean industrial complex now densely established across the I-85 corridor in central Alabama. This course will allow you to distinguish yourself on your application and in your interview. You will learn about the geography and demographics of the Korean peninsula and will understand the role of geography in the war-torn history of South Korea. You will come to understand the division and differences between North and South Korea and how the residual effects of the Korean War fought 60 years ago still impacts the lives of citizens on both sides of the armed border at the 38th parallel. The history, politics and military legacy of the Korean peninsula have shaped the work ethic, policies, procedures and expectations of Korean companies. Any applicant with an understanding of this background will succeed in a career with a Korean company in Alabama.

You will be introduced to communication strategies in a multi-lingual environment. This is *not* a foreign language course, but can lead you to explore learning Korean to enhance your career opportunities. As a native English speaker, working in a bilingual environment can be confusing and occasionally frustrating. This course will provide skills for successful communication – in English – with colleagues and supervisors.

You will explore how idioms, humor, slang, gestures, hand-shaking and bowing differ from country to country, and why awareness of these differences can provide an advantage, and avoid an unintentional insult.

Welcome to the first course in a series designed to provide knowledge, skills and aptitudes that will allow you to excel in the international business arena!

Provided by **Alabama-Korea Education and Economic Partnership [A-KEEP]**
www.akeep.org

10-9

MONTGOMERY
AREA CHAMBER OF COMMERCE

December 23, 2015

Members of the Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting for Chamber representatives to appear before the Montgomery County Commission on Monday January 4, 2016 in executive session. Please be advised that we have reviewed the commerce or trade matter which the Montgomery County Commission proposes to discuss in executive session. It is our opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

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

Sincerely,



Ellen G. McNair, CEcD
Senior Vice President
Corporate Development



ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1818

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

December 31, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Land and Water Conservation Fund (LWCF) Grant

The Montgomery County Commission, at its meeting on December 21, 2015, agreed to place on the next agenda consideration of authorizing a grant application to the Alabama Department of Economic and Community Affairs for a Land and Water Conservation Fund (LWCF) Grant for the development of the County ponds on Highway 231.

Attached is a memorandum from Grant Manager Regina Walker requesting the withdrawal of this LWCF grant application from the agenda due to additional research concerning this grant. Ms. Walker's memorandum outlines the reasons for the recommended withdrawal of the grant.

After talking with Sheriff Derrick Cunningham, I am requesting that the Commission table this item since it has been placed on the agenda as per the authorization of the County Commission.

DLM/tn

Attachment

December 30, 2015

MEMORANDUM

TO: Elton Dean, Chair, Montgomery County Commission

FROM: Regina Walker, Grant Manager
Montgomery County Sheriff's Office

Subject: Land and Water Conservation Fund (LWCF) Grant

After the December 21, 2015 County Commission meeting, James Williams and I did some additional research into the LWCF grant. Several requirements listed in the grant are of concern to us. Among them are, the mandatory designation as a public park, staffing the park, hours of operation, and project sustainability. Requirements of this nature doesn't seem feasible at this time. Also, the grant requires the property be designated as a public (LWCF) assisted site in perpetuity. Considering these restrictions, we would like to withdraw the LWCF grant for development of the county ponds item from the January 4th agenda.

We believe the county ponds are still a "value added" resource for the county. They can be utilized to host district fishing days, county employee fishing day, youth fishing workshops and parks and recreation summer programs, etc. When used for youth events, we will follow the standard adult/child ratio guidelines, 1:6.

It is our plan to continue working with Dixie electric and county engineering to explore our options for adding electricity, as well as, working with Goodwyn, Mills and Cawood to acquire a comfort station.

RW

Donald Mims

From: Ronda Walker
Sent: Wednesday, December 30, 2015 9:05 PM
To: Andrew Hall
Cc: Donald Mims; Elton Dean; Elton N. Dean, Sr.; Dan Harris; Jiles Williams, Jr.; bapti108@bellsouth.net; Andrew Hall; Derrick Cunningham
Subject: Re: Assessment Notification HHS regarding a possible assessment of a facility to house unaccompanied children at Gunter Annex.

We have no jurisdiction over this whatsoever. But we need to be aware of the goings on since most Montgomery Countians will assume we have a say. Our Federal delegation is aware of the HHS plan and are working the issue. If our opinions are in concert we could send a letter to our five senate/house members.

Ronda M. Walker
Commissioner
Montgomery County Commission
Cell (334) 201-7608

On Dec 30, 2015, at 7:03 PM, "Andrew Hall" <andrew.hall1@me.com> wrote:

Do we have any say over this? I would think not.

Andrew Hall

On Dec 30, 2015, at 5:17 PM, Donald Mims <DonaldMims@mc-ala.org> wrote:

Please read the following email from HHS regarding a possible assessment of a facility to house unaccompanied children at Gunter Annex.

Donnie

From: Williams, Carlis (ACF) [<mailto:carlis.williams@acf.hhs.gov>]
Sent: Wednesday, December 30, 2015 2:24 PM
To: Donald Mims
Cc: Roshell, Pamela (HHS/IEA); Williams, Carlis (ACF)
Subject: Fw: Script for Assessment Notifications
Importance: High

Administrator Mims,

The information below is to inform you of a possible assessment of a facility to house unaccompanied children at Gunter Annex.

The Office of Refugee Resettlement (ORR) at HHS is expanding its capacity to provide shelter for the current influx of Unaccompanied Children at the U.S. Southern Border.

This temporary increased shelter capacity is a prudent step needed to ensure ORR meets its statutory responsibility to provide shelter for the unaccompanied children referred to its care and to assist CBP in ensuring that the US Border Patrol continues its vital national security mission to prevent illegal migration and trafficking, and to protect the borders of the United States.

To ensure sufficient capacity to provide shelter to unaccompanied children referred to HHS, HHS is activating the following federal facilities for use as temporary shelters:

Homestead Job Corps, Homestead, FL

Estimated operational start date: February 2016
Estimated capacity: 800 beds

Denver Federal Campus, Lakewood, CO

Estimated operational start date: April 2016
Estimated capacity: 1,000 beds

In addition, HHS is scheduling site assessments of 6 DoD facilities, beginning the week of January 4. These site assessments will include representatives from the HHS Office of Refugee Resettlement, the military installation, and safety officials and will assess the viability of the facility for use as a temporary shelter for unaccompanied children. Please note this is only a preliminary assessment – no final decision has been made regarding the use of any of these facilities.

- Gunter Annex – Maxwell Air Force Base, AL (nearest city: Montgomery, AL)
- Tyndall Air Force Base, FL (nearest city: Panama City, FL)
- Grand Forks Air Force Base, ND (nearest cities: Emerado, ND and Grand Forks, ND)
- Naval Support Activity Philadelphia, PA (nearest city: Philadelphia, PA)
- Hanscom Air Force Base, MA (nearest city: Bedford, MA)
- Travis Air Force Base, CA (nearest city: Fairfield, CA)

Please contact Pamela Roshell, HHS Regional Director, at the email address above if you have any questions.

Carlis V. Williams
SE Regional Administrator
Administration for Children and Families
Dept. of Health and Human Services
61 Forsyth St. Ste 4M60
Atlanta, GA 30303
404-562-2900
404-562-2980 (fax)
carlis.williams@acf.hhs.gov

Tammy Nix

From: Nancy Thomas <nthomas@tsccenter.org>
Sent: Monday, December 28, 2015 5:52 PM
To: Donald Mims
Subject: Demographics for Samaritan Counseling Center
Attachments: DOC122815.pdf

Dear Donnie:

I have scanned and forwarded you demographic reports for all "new clients" for the year thus far in 2015. Unfortunately, we do not keep statistics on race or ethnicity, but we do have gender, age and zip code which may be helpful. The gender is somewhat deceiving because those who come for marital or family counseling are listed under the name of the person who initiates the call. Many times it is the wife, but her husband or family may be included in the appointment. However, national statistics are very similar to ours in the ratio of females seeking counseling over males.

I looked at the statistics for "new clients" for 2014 and 2015 and the statistical % were very much the same, so I gave you the 2015 new clients to give you a clearer idea of 2015.

I also have the total number of sessions provided for this year as of November 23rd. We will not have the yearly analysis available until mid-January. The total number of client sessions as of November 23, 2015 was 6323. This is slightly down from 2014 due to the retirement of two of our busier clinicians. Because we are a non-profit, our clinicians are paid on a percentage of fees earned rather than salary. It takes time for new clinicians to build up a practice, but I anticipate that our total number of sessions will increase next year.

We strive to serve a diverse population through the different clinicians, client assistance funds, and the internship programs we have with graduate students. We have had several African American interns since I have been here in 2005 and we also have a native Spanish speaking clinician who started with us as a student who provides bilingual counseling to our Hispanic population. We currently have an African American administrative assistant and have had a native Spanish speaking administrative assistant in the past.

Samaritan Counseling Center is a preferred provider for many local businesses, health care facilities and governmental employers that are very diverse in nature.

I hope this document is helpful to you.

Warmest regards,

Nancy

Nancy W. Thomas, MA, NCC, CCMHC, LPC
Executive Director of Clinical Services
The Samaritan Counseling Center
2911 Zelda Road
Montgomery, AL 36106
334-262-7787 ext. 204
334-262-7795 fax
nthomas@tsccenter.org

www.tsccenter.org

Professional counseling and care for the mind, body and spirit.

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-----Original Message-----

From: Toshiba Scans [<mailto:absscantool@gmail.com>]

Sent: Monday, December 28, 2015 3:45 PM

To: Nancy Thomas

Subject: Scanned from MFP-05382683 12/28/2015 15:45

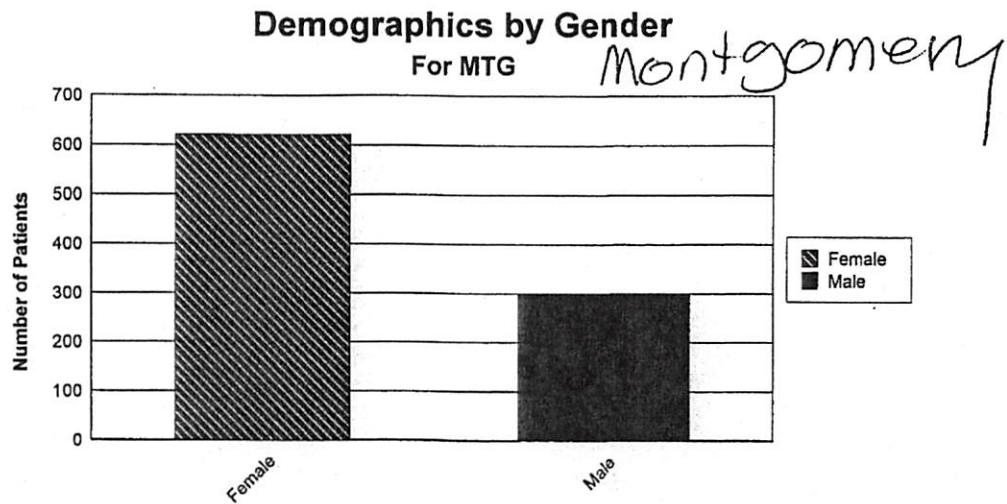
Scanned from MFP-05382683.

Date: 12/28/2015 15:45

Pages:9

Resolution:400x400 DPI

Location: MTG

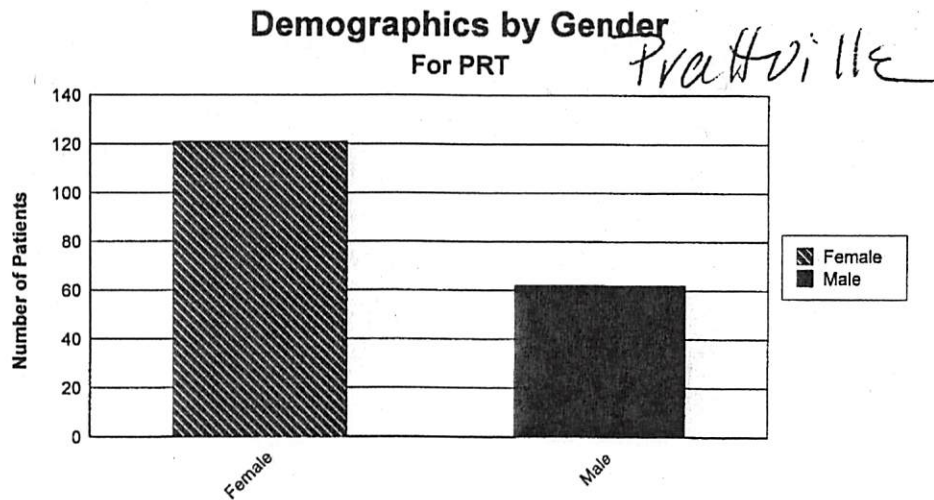


Gender	# of Patients	% to Total
Female	622	68%
Male	299	32%

Total for Location: MTG

921

Location: PRT



Gender	# of Patients	% to Total
Female	121	66%
Male	62	34%

Total for Location: PRT

183

Total Patients All Locations:

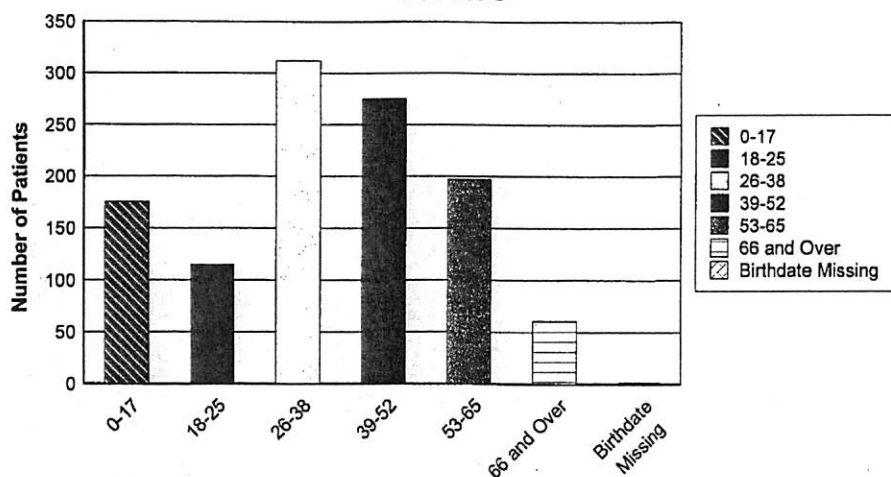
1,104

14-4

Location: MTG

Montgomery

Demographics by Patient Age For MTG



Patient Age	# of Patients	% to Total
0-17	175	15%
18-25	115	10%
26-38	312	27%
39-52	275	24%
53-65	197	17%
66 and Over	61	5%
Birthdate Missing	1	0%

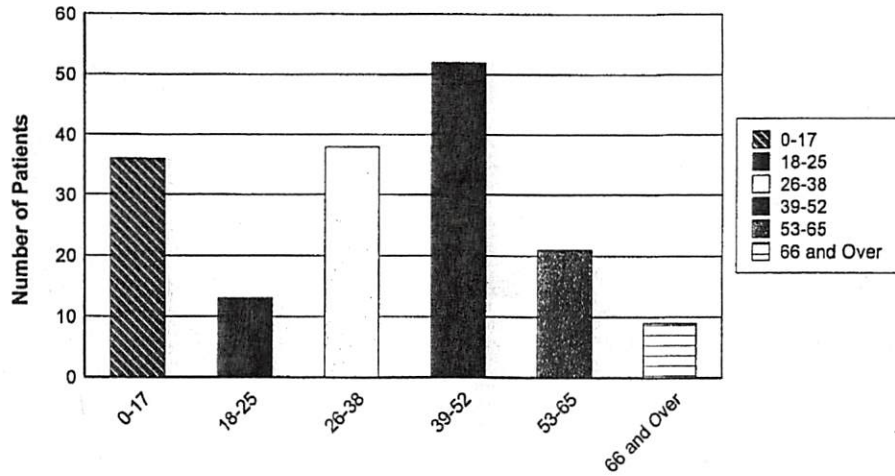
Total for Location: MTG 1,136

14-5

Location: PRT

Prattville

**Demographics by Patient Age
For PRT**



Patient Age	# of Patients	% to Total
0-17	36	21%
18-25	13	8%
26-38	38	22%
39-52	52	31%
53-65	21	12%
66 and Over	9	5%

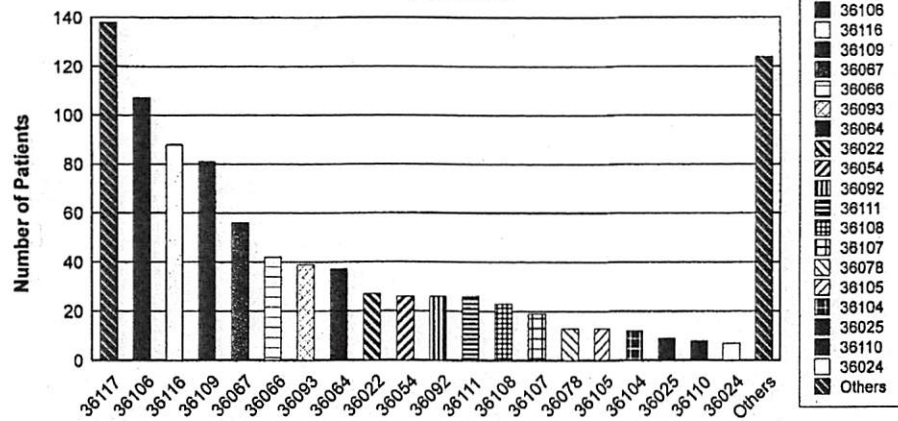
Total for Location: PRT 169

Total Patients All Locations: 1,305

14-6

Demographics by Patient Zip Code

For MTG



Patient Zip	# of Patients	% to Total
32548	1	0%
35045	4	0%
35046	3	0%
35080	2	0%
35136	1	0%
35161	1	0%
35216	1	0%
35218	1	0%
36005	1	0%
36009	1	0%
36010	1	0%
36022	27	3%
36024	7	1%
36025	9	1%
36029	1	0%
36032	1	0%
36033	2	0%
36036	1	0%
36037	7	1%
36041	3	0%
36043	6	1%

14-7

36046	3	0%
36047	1	0%
36049	4	0%
36051	4	0%
36052	1	0%
36054	26	3%
36064	37	4%
36066	42	5%
36067	56	6%
36068	2	0%
36069	2	0%
36075	1	0%
36078	13	1%
36079	2	0%
36080	1	0%
36081	7	1%
36087	1	0%
36089	6	1%
36092	26	3%
36093	39	4%
36094	1	0%
36102	2	0%
36103	1	0%
36104	12	1%
36105	13	1%
36106	107	12%
36107	19	2%
36108	23	2%
36109	81	9%
36110	8	1%
36111	26	3%
36113	2	0%
36115	7	1%
36116	88	10%
36117	139	15%

14-8

36119	1	0%
36123	1	0%
36124	3	0%
36274	1	0%
36322	1	0%
36330	1	0%
36343	1	0%
36374	1	0%
36420	2	0%
36532	1	0%
36567	1	0%
36701	1	0%
36703	2	0%
36726	2	0%
36750	2	0%
36752	2	0%
36783	1	0%
36801	1	0%
36804	1	0%
36830	3	0%
36832	2	0%
36853	1	0%
36866	2	0%
37135	1	0%
83815	1	0%
92069	1	0%

Total for Location: MTG

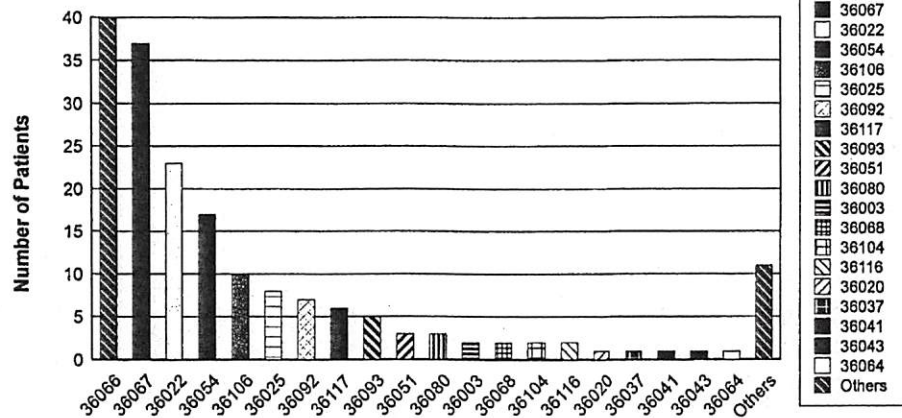
921

14-9

Prattville

Demographics by Patient Zip Code

For PRT



Patient Zip	# of Patients	% to Total
36003	2	1%
36020	1	1%
36022	23	13%
36025	8	4%
36037	1	1%
36041	1	1%
36043	1	1%
36051	3	2%
36054	17	9%
36064	1	1%
36066	40	22%
36067	37	20%
36068	2	1%
36071	1	1%
36080	3	2%
36089	1	1%
36092	7	4%
36093	5	3%
36104	2	1%
36106	10	5%
36107	1	1%

14-10

36108	1	1%
36109	1	1%
36111	1	1%
36112	1	1%
36115	1	1%
36116	2	1%
36117	6	3%
36701	1	1%
36703	1	1%
39702	1	1%

Total for Location: PRT 183

Total Patients All Locations: 1,104

14-11

Form **990**Department of the Treasury
Internal Revenue Service**Return of Organization Exempt From Income Tax**
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Information about Form 990 and its instructions is at www.irs.gov/form990

OMB No. 1545-0047

2014

Open to Public Inspection

A For the 2014 calendar year, or tax year beginning

and ending

B Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization**THE SAMARITAN COUNSELING CENTER, INC.**

Doing business as

Number and street (or P.O. box if mail is not delivered to street address)

2911 ZELDA ROAD

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

MONTGOMERY, AL 36106**F** Name and address of principal officer: **NANCY THOMAS****2911 ZELDA ROAD, MONTGOMERY, AL 36106****D** Employer identification number**63-1189418****E** Telephone number**334-262-7787****G** Gross receipts \$**748,447.****H(a)** Is this a group returnfor subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. (see instructions)

H(c) Group exemption number ▶**I** Tax-exempt status: ☒ 501(c)(3) ☐ 501(c)() (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: **WWW.THESAMARITANCOUNSELINGCENTER.ORG****K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶**L** Year of formation: **1998****M** State of legal domicile: **AL****Part I Summary**

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: A MINISTERING CENTER FOR PROVIDING PROFESSIONAL MENTAL HEALTH SERVICES AND COUNSELING,		
	2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	24
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	24
	5 Total number of individuals employed in calendar year 2014 (Part V, line 2a)	5	18
	6 Total number of volunteers (estimate if necessary)	6	28
	7 a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, line 34	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	145,034.	65,009.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	547,426.	587,299.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	552.	500.
	12 Total revenue - add lines 8 through 11 - (must equal Part VIII, column (A), line 12)	68,779.	68,034.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	761,791.	720,842.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0.	0.
	16 a Professional fundraising fees (Part IX, column (A), line 11e)	650,087.	676,949.
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.	0.	0.
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	123,012.	75,492.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	773,099.	752,441.
Net Assets or Fund Balances	19 Revenue less expenses. Subtract line 18 from line 12	-11,308.	-31,599.
	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	159,748.	125,016.
22 Net assets or fund balances. Subtract line 21 from line 20	5,747.	4,808.	
		154,001.	120,208.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer		Date		
	NANCY THOMAS, EXECUTIVE DIRECTOR				
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
	MARK BAKER	MARK BAKER	05/13/15		P00746854
	Firm's name ▶ JACKSON THORNTON & CO., P.C.	Firm's EIN ▶ 63-1035228			
	Firm's address ▶ P. O. BOX 96 MONTGOMERY, AL 36101-0096	Phone no. (334) 834-7660			

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

432001 11-07-14 LHA For Paperwork Reduction Act Notice, see the separate instructions.

Form 990 (2014)

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

14-12

Form **990**Department of the Treasury
Internal Revenue Service**Return of Organization Exempt From Income Tax**
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter Social Security numbers on this form as it may be made public.

Information about Form 990 and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2013Open to Public
Inspection**A** For the 2013 calendar year, or tax year beginning

and ending

B Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Terminated
☐ Amended return
☐ Application pending

C Name of organization

THE SAMARITAN COUNSELING CENTER, INC.

Doing Business As

Number and street (or P.O. box if mail is not delivered to street address)

2911 Zelda Road

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

Montgomery, AL 36106

F Name and address of principal officer: Alice Williams

2911 Zelda Road, Montgomery, AL 36106

D Employer identification number

63-1189418

E Telephone number

334-262-7787

G Gross receipts \$

770220.

H(a) Is this a group returnfor subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. (see instructions)

H(c) Group exemption number**I** Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (Insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: www.thesamaritancounselingcenter.org**K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other**L** Year of formation: 1998 **M** State of legal domicile: AL**Part I Summary**

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: A MINISTERING CENTER FOR PROVIDING PROFESSIONAL MENTAL HEALTH SERVICES AND COUNSELING,		
	2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	25
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	25
	5 Total number of individuals employed in calendar year 2013 (Part V, line 2a)	5	17
	6 Total number of volunteers (estimate if necessary)	6	0
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
	b Net unrelated business taxable income from Form 990-T, line 34	7b	0.
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	154935.	145034.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	548691.	547426.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	105.	552.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	45107.	68779.
		748838.	761791.
	Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.
14 Benefits paid to or for members (Part IX, column (A), line 4)		0.	0.
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		598678.	650087.
16a Professional fundraising fees (Part IX, column (A), line 11e)		0.	0.
b Total fundraising expenses (Part IX, column (D), line 25)		0.	
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)		138115.	123012.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)		736793.	773099.
Net Assets or Fund Balances	19 Revenue less expenses. Subtract line 18 from line 12	12045.	-11308.
	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	169443.	159748.
	22 Net assets or fund balances. Subtract line 21 from line 20	4134.	5747.
		165309.	154001.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date			
	Alice Williams, Exec. Director of Operations				
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check if self-employed	PTIN
	Julia L. Stevenson	<i>Julia Stevenson</i>	5/14/14	☐	P00361616
	Firm's name	PARKER, GILL, EISEN & STEVENSON, P.C.		Firm's EIN	63-1003744
	Firm's address	4228 Lomac Street Montgomery, AL 36106		Phone no.	334-270-8061

May the IRS discuss this return with the preparer shown above? (see instructions)

☒ Yes ☐ No

332001 10-29-13

LHA For Paperwork Reduction Act Notice, see the separate instructions.

Form 990 (2013)

See Schedule O for Organization Mission Statement Continuation

14-13

Form **990**Department of the Treasury
Internal Revenue Service**Return of Organization Exempt From Income Tax**Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung
benefit trust or private foundation)

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

OMB No. 1545-0047

2012Open to Public
Inspection**A** For the 2012 calendar year, or tax year beginning

and ending

B Check if
applicable:

- ☐ Address
change
- ☐ Name
change
- ☐ Initial
return
- ☐ Termin-
ated
- ☐ Amend-
ed return
- ☐ Applica-
tion
pending

C Name of organization**THE SAMARITAN COUNSELING CENTER, INC.**

Doing Business As

Number and street (or P.O. box if mail is not delivered to street address)

2911 Zelda Road

Room/suite

City, town, or post office, state, and ZIP code

Montgomery, AL 36106**F** Name and address of principal officer: **Alice Williams****2911 Zelda Road, Montgomery, AL 36106****D** Employer identification number**63-1189418****E** Telephone number**334-262-7787****G** Gross receipts \$**759274.****H(a)** Is this a group returnfor affiliates? ☐ Yes ☒ No**H(b)** Are all affiliates included? ☐ Yes ☐ No

If "No," attach a list. (see instructions)

H(c) Group exemption number ▶**I** Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: ▶ **www.thesamaritancounselingcenter.org****K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶**L** Year of formation: **1998****M** State of legal domicile: **AL****Part I Summary**

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: A MINISTERING CENTER FOR PROVIDING PROFESSIONAL MENTAL HEALTH SERVICES AND COUNSELING,			
	2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3 Number of voting members of the governing body (Part VI, line 1a)	3	24	
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	24	
	5 Total number of individuals employed in calendar year 2012 (Part V, line 2a)	5	23	
	6 Total number of volunteers (estimate if necessary)	6	0	
	Revenue	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, line 34		7b	0.	
8 Contributions and grants (Part VIII, line 1h)		Prior Year	Current Year	
9 Program service revenue (Part VIII, line 2g)		150956.	154935.	
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		523532.	548691.	
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11a)		622.	105.	
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)		65188.	45107.	
		740298.	748838.	
Expenses		13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
		14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	624913.	598678.	
	16a Professional fundraising fees (Part IX, column (A), line 11a)	0.	0.	
	b Total fundraising expenses (Part IX, column (D), line 25) ▶	0.		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	121012.	138115.	
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	745925.	736793.	
	19 Revenue less expenses. Subtract line 18 from line 12	-5627.	12045.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year	
	21 Total liabilities (Part X, line 26)	158148.	169443.	
	22 Net assets or fund balances. Subtract line 21 from line 20	4884.	4134.	
		153264.	165309.	

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	▶ Signature of officer		Date
	▶ Alice Williams, Exec. Director of Operations		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date
	Julia L. Stevenson		
	Firm's name ▶ PARKER, GILL, EISEN & STEVENSON, P.C.	Check ☐ if self-employed	PTIN P00361616
	Firm's address ▶ 4228 Lomac Street	Firm's EIN ▶ 63-1003744	
	Montgomery, AL 36106	Phone no. 334-270-8061	

May the IRS discuss this return with the preparer shown above? (see instructions)

☒ Yes ☐ No

232001 12-10-12 LHA For Paperwork Reduction Act Notice, see the separate instructions.

Form 990 (2012)

See Schedule O for Organization Mission Statement Continuation

14-14

Form **990**Department of the Treasury
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

OMB No. 1545-0047

2011Open to Public
Inspection

A For the 2011 calendar year, or tax year beginning and ending

B Check if applicable:
☐ Address change
☐ Name change
☐ Initial return
☐ Terminated
☐ Amended return
☐ Application pending

C Name of organization
THE SAMARITAN COUNSELING CENTER, INC.
 Doing Business As
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
2911 Zelda Road
 City or town, state or country, and ZIP + 4
Montgomery, AL 36106

D Employer identification number
63-1189418

E Telephone number
334-262-7787

G Gross receipts \$ **740298.**

H(a) Is this a group return for affiliates? ☐ Yes ☒ No
H(b) Are all affiliates included? ☐ Yes ☐ No
 If "No," attach a list. (see instructions)
H(c) Group exemption number ▶

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ **www.thesamaritancounselingcenter.org**

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶ **L** Year of formation: **1998** **M** State of legal domicile: **AL**

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: **A MINISTERING CENTER FOR PROVIDING PROFESSIONAL MENTAL HEALTH SERVICES AND COUNSELING,**

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a) **3** **22**

4 Number of independent voting members of the governing body (Part VI, line 1b) **4** **22**

5 Total number of individuals employed in calendar year 2011 (Part V, line 2a) **5** **20**

6 Total number of volunteers (estimate if necessary) **6** **0**

7a Total unrelated business revenue from Part VIII, column (C), line 12 **7a** **0.**

b Net unrelated business taxable income from Form 990-T, line 34 **7b** **0.**

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h) 8	158737.	150956.
9 Program service revenue (Part VIII, line 2g) 9	515986.	523532.
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d) 10	-714.	622.
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) 11	63586.	65188.
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12) 12	737595.	740298.
13 Grants and similar amounts paid (Part IX, column (A), lines 1-3) 13	0.	0.
14 Benefits paid to or for members (Part IX, column (A), line 4) 14	0.	0.
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) 15	561003.	624913.
16a Professional fundraising fees (Part IX, column (A), line 11e) 16a	0.	0.
b Total fundraising expenses (Part IX, column (D), line 25) ▶ 10442.		
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e) 17	125536.	121012.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25) 18	686539.	745925.
19 Revenue less expenses. Subtract line 18 from line 12 19	51056.	-5627.

	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16) 20	170424.	158148.
21 Total liabilities (Part X, line 26) 21	11533.	4884.
22 Net assets or fund balances. Subtract line 21 from line 20 22	158891.	153264.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here ▶ Signature of officer **Blake Horne, Executive Director** Date

Paid Preparer Use Only

Print/Type preparer's name **Julia L. Stevenson** Preparer's signature *Julia Stevenson* Date **5/3/12** Check ☐ if self-employed PTIN **P00361616**

Firm's name ▶ **PARKER, GILL, EISEN & STEVENSON, P.C.** Firm's EIN ▶ **63-1003744**

Firm's address ▶ **4228 Lomac Street** Phone no. **334-270-8061**
Montgomery, AL 36106

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

14-15

Life Time Resolutions

A Holistic Center for Women

415 South Decatur Street

Montgomery, AL 36106

Phone: 334-669-0211

FINANCIAL BUDGET FOR 2016

Revenue:

Grants: \$40,000.00

Donor Donations: \$10,000.00

Total Revenue: \$50,000.00

Expenses:

Rent \$ 6,000.00

Administrative Stipends: \$12,000.00

Office Supplies/Expenses: \$ 6,000.00

Client Important Documents: \$ 2,500.00

Client Transportation: \$ 3,600.00

Client Special Assistant Fund: \$19,900.00

(i.e., groceries, utilizes, rent, etc.)

Total Expenses: \$50,000.00

Form **990-EZ****Short Form****Return of Organization Exempt From Income Tax**

OMB No. 1545-1150

2015**Open to Public Inspection**Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Information about Form 990-EZ and its instructions is at www.irs.gov/form990.**A** For the 2015 calendar year, or tax year beginning , 2015, and ending , 20**B** Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization

Life Time Resolutions

Number and street (or P.O. box, if mail is not delivered to street address)

Room/suite

415 South Decatur St.

City or town, state or province, country, and ZIP or foreign postal code

Montgomery, AL 36104

D Employer identification number

45-3146371

E Telephone number

334-513-8311

F Group Exemption
Number ▶**G** Accounting Method: ☐ Cash ☒ Accrual Other (specify) ▶**I** Website: ▶ www.lifetimeresolutions.org**J** Tax-exempt status (check only one) — ☐ 501(c)(3) ☐ 501(c) () ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527**H** Check ☐ if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).**K** Form of organization: ☐ Corporation ☐ Trust ☐ Association ☐ Other**L** Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets

(Part II, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ ▶ \$

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)Check if the organization used Schedule O to respond to any question in this Part I ☐

Revenue	1	Contributions, gifts, grants, and similar amounts received	1	62782
	2	Program service revenue including government fees and contracts	2	0
	3	Membership dues and assessments	3	0
	4	Investment income	4	0
	5a	Gross amount from sale of assets other than inventory	5a	0
	b	Less: cost or other basis and sales expenses	5b	0
	c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c	0
	6	Gaming and fundraising events		
	a	Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	0
Expenses	b	Gross income from fundraising events (not including \$ 0 of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b	3250
	c	Less: direct expenses from gaming and fundraising events	6c	1202
	d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d	2048
	7a	Gross sales of inventory, less returns and allowances	7a	0
	b	Less: cost of goods sold	7b	0
	c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c	0
	8	Other revenue (describe in Schedule O)	8	0
	9	Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶	9	64830
	Net Assets	10	Grants and similar amounts paid (list in Schedule O)	10
11		Benefits paid to or for members	11	0
12		Salaries, other compensation, and employee benefits	12	17565
13		Professional fees and other payments to independent contractors	13	0
14		Occupancy, rent, utilities, and maintenance	14	7200
15		Printing, publications, postage, and shipping	15	0
16		Other expenses (describe in Schedule O)	16	0
17		Total expenses. Add lines 10 through 16 ▶	17	24765
18	Excess or (deficit) for the year (Subtract line 17 from line 9)	18	40065	
19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	0	
20	Other changes in net assets or fund balances (explain in Schedule O)	20	0	
21	Net assets or fund balances at end of year. Combine lines 18 through 20 ▶	21	40065	

For Paperwork Reduction Act Notice, see the separate instructions.

Cat. No. 106421

Form **990-EZ** (2015)

15-2

Part II Balance Sheets (see the instructions for Part II)Check if the organization used Schedule O to respond to any question in this Part II ☐

	(A) Beginning of year	(B) End of year
22 Cash, savings, and investments	0	22 0
23 Land and buildings	0	23 0
24 Other assets (describe in Schedule O)	0	24 0
25 Total assets	40065	25 40065
26 Total liabilities (describe in Schedule O)	0	26 0
27 Net assets or fund balances (line 27 of column (B) must agree with line 21)	40065	27 40065

Part III Statement of Program Service Accomplishments (see the instructions for Part III)Check if the organization used Schedule O to respond to any question in this Part III ☐What is the organization's primary exempt purpose? Benevolent Charity

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

Expenses
(Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)

28 <u>Organization provides access for the underserved to obtain needed documents to allow them access to public services such as applying for SSI (state IDs, driver licenses, birth certificates, etc.) Clients Served 72</u>		
(Grants \$) If this amount includes foreign grants, check here ☐	28a	1800
29 <u>Organization provides transportation to the underserved through bus passes, transport or volunteer. Number of client served 107. (bus passes plus .56 mileage reimbursement for 3500 miles)</u>		
(Grants \$) If this amount includes foreign grants, check here ☐	29a	1960
30 <u>Organization provides emergency assistance to those who qualify (utilities, food, clothes, shelter, emergency transportation to safety, etc) Number of clients served 176</u>		
(Grants \$) If this amount includes foreign grants, check here ☐	30a	36305
31 <u>Other program services (describe in Schedule O)</u>		
(Grants \$) If this amount includes foreign grants, check here ☐	31a	
32 <u>Total program service expenses (add lines 28a through 31a)</u>	32	40065

Part IV List of Officers, Directors, Trustees, and Key Employees (list each one even if not compensated—see the instructions for Part IV)Check if the organization used Schedule O to respond to any question in this Part IV ☐

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC) (If not paid, enter -0-)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
Brenda Allen				
CEO/Founder	45	5000		
Keiaua White				
Administrative Officer	30	5000		
Antonio Hall				
Chaplain, Case Manager	30	5000		
Terry Townsend				
Volunteer Mentor	30			565
Keyosha Jones/Shufford				
Financial Officer	12	2000		
Frank Brown				
Board Chairman	2	0		
Lecretia Snow Jackson				
Board Sec/Trea	4	0		
Pastor Jeffer Watson				
Board Member	2	0		
Pastor Clifton McMillan				
Board Member	2			
Pastor Alvin Dixon				
Board Member	10	0		

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V) Check if the organization used Schedule O to respond to any question in this Part V ☐

	Yes	No
33 Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O	☐	☒
34 Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions)	☐	☒
35a Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?	☐	☒
b If "Yes," to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O	☐	☒
c Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III	☐	☒
36 Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N	☐	☒
37a Enter amount of political expenditures, direct or indirect, as described in the instructions ▶ 37a 0	☐	☐
b Did the organization file Form 1120-POL for this year?	☐	☒
38a Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?	☐	☒
b If "Yes," complete Schedule L, Part II and enter the total amount involved	☐	☐
39 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on line 9	☐	☐
b Gross receipts, included on line 9, for public use of club facilities	☐	☐
40a Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ 0 ; section 4912 ▶ 0 ; section 4955 ▶ 0	☐	☐
b Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	☐	☒
c Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958	☐	☐
d Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization	☐	☐
e All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T	☐	☒
41 List the states with which a copy of this return is filed ▶ AL		
42a The organization's books are in care of ▶ <u>Keysoha Jones/Shufford</u> Telephone no. ▶ <u>334-221-9310</u> Located at ▶ <u>415 South Decatur St. Montgomery AL 36104</u> ZIP + 4 ▶		
b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: ▶	☐	☒
See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
c At any time during the calendar year, did the organization maintain an office outside the U.S.? If "Yes," enter the name of the foreign country: ▶	☐	☒
43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 —Check here and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 43	☐	☐
44a Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	☐	☒
b Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	☐	☒
c Did the organization receive any payments for indoor tanning services during the year?	☐	☒
d If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	☐	☒
45a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	☐	☒
b Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions)	☐	☒

	Yes	No
46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	46	☒

Part VI Section 501(c)(3) organizations only

All section 501(c)(3) organizations must answer questions 47–49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI ☐

	Yes	No
47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II	47	☒
48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	48	☒
49a Did the organization make any transfers to an exempt non-charitable related organization?	49a	☒
b If "Yes," was the related organization a section 527 organization?	49b	☒

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
NONE				

f Total number of other employees paid over \$100,000 **0**

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
NONE		

d Total number of other independent contractors each receiving over \$100,000 **0**

52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations must attach a completed Schedule A ☐ Yes ☐ No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	<i>Brenda Allen</i>	05/10/2014
	Signature of officer	Date
	Brenda Allen, CEO	
	Type or print name and title	

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
	Firm's name	Firm's EIN			
	Firm's address	Phone no.			

May the IRS discuss this return with the preparer shown above? See instructions ☐ Yes ☐ No

Life Time Resolutions
415 South Decatur St.
Montgomery, AL 36104
Lifetimeresolutions2@gmail.com
224-669-0211

December 2, 2015

To: Montgomery County Commissioners
RE: Life Time Resolutions
From: Brenda Allen

Honorable Commissioners,

Life Time Resolutions, as a residential holistic treatment center for women and children served over 800 women and approximately 1600 children since its inception in 2009. Life Time Resolutions continues the work of making Montgomery County a better place for our underserved population. In our current capacity as we are serving 127 clients to keep them out of the system and off the streets. Over the last year Life Time Resolutions has assisted and mentored 102 women and 138 children who graduated from the LTR Holistic Healing Center by providing services that have kept them free from drugs, employed or in school while teaching them to provide food, shelter, love and guidance for their children. Over the last year Life Time Resolutions has partnered with other ministries to provide housing for 17 men and five women with children. Other services included rental and utility assistance, transportation, filing of SS disability claims, with several receiving benefits in the first six months after filing, GED, and assistance in obtaining birth certificates, SS cards, State IDs and driver licenses. The most memorable client we worked with is a 35 year-old woman who is confined to a wheelchair. She has a seven year old son who has some challenges and has to be home schooled. She moved to this county because her 19 year old son was awarded a scholarship to Faulkner University. She has no support system except her two children. This family came to our attention at the request of Faulkner who at the time was allowing the mother and seven year old son to live in a room on campus next to her son. Faulkner demonstrated so much love and compassion for this family and exhibited through actions what the college stands for. Life Time Resolutions was able to provide this family a home for six months. During this time Life Time worked with the family on life skills and budgeting while providing transportation and assistance that allowed the mother to maintain her independence. The mother's vision was to purchase a mobile home for her and her young son. Life Time Resolutions was able to assist in finding a trailer and having it set up so that it is handicapped accessible.

We are appreciative of our partnership with the Montgomery County Commission. The partnership has helped us to provide many much needed services. The citizens of this county have many needs. Life Time Resolutions wants to respond to those needs. We respectfully request \$50,000 from the Commission to help Life Time Resolutions continue to serve Montgomery County's underserved citizens.

Sincerely

Brenda Allen

Brenda Allen

Brenda Allen, CEO
334-669-0211

2015 DEC 23 AM 8:25

15-6

MONTGOMERY WORKING WOMEN NETWORK OF THE NATIONAL ASSOCIATION FOR FEMALE EXECUTIVES (MWWN)

December 24, 2015

EIN: 47-0848825

County Commissioner's Elton Dean, Dan Harris, Ronda Walker, Jiles Williams, and Andrew Hall
in C/O Mr. Donald Mims, County Administrator
Montgomery County Commission
PO Box 1667
101 S. Lawrence Street
Montgomery, Alabama 36104

Dear County Commissioners:

Subject: Requesting \$1,295 to Purchase Instruction and Curriculum Material for Extended Day Program

The Montgomery Working Women Network of the National Association for Female Executives (MWWN) is requesting \$1,295 of funding this fiscal year 2015-2016 of Contingency and County appropriations funds to help MWWN to purchase Instruction and Curriculum Material for the students.

MWWN realizes the need to support the struggling working families in Montgomery County who have children that attend the Pre-K-12th grade School Systems.

All responsible parents do want their children to have access to an excellent pre-K-12th grade School System; therefore, MWWN is requesting that the County of Montgomery play a **Major** role in making sure that this is one of the County's top priorities for its Citizens that reside in Montgomery, Alabama.

Please refer to the attached Pro Forma Invoice dated 12/24/2015.

PO Box 242005
Montgomery, Alabama 36124-2005

Office Phone: (334) 279-7184
Email: niet59@hotmail.com
Local Website: www.mwwn.org, under re-construction
Website: www.nafe.com

16-1

County Commissioner's Elton Dean, Dan Harris, Ronda Walker, Jiles Williams and Andrew Hall
In C/O Mr. Donald Mims, County Administrator
Page 2
December 24, 2015

If you have further questions concerning the above request, please email me at: niet59@hotmail.com or contact me at: (334) 279-7184.

Thank you'll for your kind consideration and cooperation in the above matters.

Best regards.

Sincerely yours,

Debra Warren

Debra Warren, MWWN, Inc., (EIN: 47-0848825)

MONTGOMERY WORKING WOMEN NETWORK OF THE NATIONAL ASSOCIATION FOR FEMALE EXECUTIVES (MWWN), INC.

PO BOX 242005

MONTGOMERY, AL 36124-2005

PHONE: (334) 279-7184

PRO-FORMA INVOICE INVOICE NO.: 001

PAGE: 001

INVOICE DATE: 12/24/2015

REQUESTED AMOUNT: \$1,295

ITEM DESCRIPTION

TOTAL PRICE

Learning game software & license, Teacher Handbooks 1 & 2,
Student Handbooks (20), Memoir reading & writing project,
manipulative & supply kit, initial teacher training, and ongoing
teacher coaching and support

\$2,995

SALE AMOUNT

\$2,995

TOTAL RECEIVED

(1,700)

TOTAL AMOUNT STILL NEEDED

\$1,295

16-3

STATE OF ALABAMA)
MONTGOMERY COUNTY)

CONTRACT AGREEMENT

WITNESS THIS AGREEMENT by and between the Montgomery County Commission, a body corporate and political, hereinafter referred to as the County and the Montgomery Working Women Network of the National Association for Female Executives, hereinafter referred to as Montgomery Working Women Network of the National Association for Female Executives for and in consideration of the mutual covenants herein contained the receipt and sufficiency whereof being hereby acknowledged as follows:

The County agrees to pay the Montgomery Working Women Network of the National Association for Female Executives the sum of one-thousand hundred dollars (\$1,000.00) payable upon request. The contract services are to be provided from May 1, 2013 through September 30, 2013.

The Montgomery Working Women Network of the National Association for Female Executives will use the appropriation for program operations. Montgomery Working Women Network of the National Association for Female Executives will provide an Extended Day Program which will include tutoring services for at-risk students at the Pre-K through 12th grade levels within Montgomery County. The program will be held Monday through Friday with before and after school hours and the tutoring services will also be offered on Saturdays. The program is designed to help the students with their daily class work, homework and prepare for the next day's assignment in advance focusing on all of their core academic subjects.

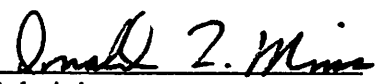
Each of the parties recognizes and assesses the need in Montgomery County for the promotion of educational programs within the County and that these services are essential to the youth in Montgomery County.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on the 12th day of April, 2013.

Montgomery Working Women Network of the
National Association for Female Executives

By: 
Its: President
P.O. Box 242005
Montgomery, Alabama 36124-2005

Montgomery County Commission

By: 
Its: Administrator
P. O. Box 1667
Montgomery, Alabama 36102-1667

Miscellaneous Appropriation Approved by the Montgomery County Commission on 12/17/12.
Miscellaneous Appropriation Number C-2013-49.

16-4

MONTGOMERY COUNTY COMMISSION

Budget

- FY 2016 Total Budget \$108 million
 - An increase of \$6 million from 2015.
 - \$4.8 from employee wages and health care benefits, over \$1 million for Montgomery County School projects
- General Fund \$73 million

Major Revenue Sources

- Sales Tax Collections-
 - 40% of total revenues
 - FY 2015 \$43.3 million, \$1.7 million over FY 2014
- Ad Valorem Tax-
 - 19% of total revenues
 - FY 2015 \$19 million, slightly above 2014 collections
- Lodging Tax-
 - Current rate \$2.25 per night
 - FY 2015 collections \$2.6 million
 - 22% appropriated to Montgomery Area Chamber of Commerce with a cap of \$420,000 per year

Appropriations/Expenditures

- Employee Salaries & Benefits
 - FY 2015 \$46.3 million – funded a 3% COLA for employees
 - Approximately 875 full time employees budgeted for, vacancy about 8%
 - Hiring Freeze began in 2009, no layoffs or furloughs
- Retiree Benefits
 - Approximately 435 retirees receive retirement benefits and health care coverage
- Public Safety
 - FY 2016 Budget includes \$35 million for public safety - 32% of the budget
 - Includes the Sheriff's Office, Detention Facility, Youth Facility, Coroner's office and direct funding for the 8 Volunteer Fire Departments in the County
 - FY 2016 provides \$850,000 for purchasing public safety vehicles and law enforcement equipment
 - Funds 131 full time deputies and another 8 part time deputies
- District Attorney
 - The County General budget includes \$3.8 million for DA operations
 - 22 Deputy District Attorneys and 8 Investigators
 - Additional DA funding is provided by the State and other sources
 - The County and City purchased the facility for the One Place Family Justice Center
- Not for Profit/Agency Funding
 - Montgomery County Humane Shelter \$500,000
 - Montgomery County Public Libraries \$2.2 million
 - Montgomery Museum of Fine Arts \$1.5 million
 - Health Department \$469,000
 - Indigent Health Care \$246,000

Highways and Roads

- The County maintains 543 miles of paved roads, 24 miles of unpaved roads and 207 Bridges
- The total budget for 2016 is \$13.4 million funded by state and federal gas tax and Ad Valorem tax collections
- In 2015, 11 road resurfacing projects were completed for \$3.19 million and 6 projects are planned for 2016

Education Funding

➤ Sales Tax

- 1% Sales and Use tax for Montgomery County Public School Educational purposes was levied in 2003
- Since 2003 over \$322 million has been collected for Montgomery County Public Schools
- For fiscal year 2015 over \$28 million was collected from the 1% sales tax

➤ Debt Service

- In 2007 the County issued \$28 million in General Obligation Warrants to provide funds for school capital projects
- The annual debt service of over \$2 million is paid by the County
- In 2015 the County issued \$16 million in Limited Obligation Revenue Bonds to fund School Construction and Renovation projects at One Center for LAMP and the Montgomery Technical Education Center and at Park Crossing High School
- The total project is estimated at over \$27 million with the City of Montgomery and MPS providing the other funding

Youth Programs

- The County funds a School Coop program to provide after school employment opportunities for Montgomery County High School students
 - 13 students are employed FY 2015
- In 2014 the County implemented a Summer Youth Apprentice Program for high school and college employment opportunities at the County
 - 37 students were employed in the 2015 program
- County Parks and Recreation served approximately 185 youth with enrichment programs at Flatwood, Madison Park, Hope Hull, Ramer and Pine Level in summer 2015.
- More than 200 youth participated in organized team sports (flag football, basketball and T-ball/co-ed softball) at Ramer in 2015.
- The County recently contributed \$100,000 for Youth City

Construction Renovation Projects

- In 2013 renovation of new offices for Probate and Revenue were completed at a cost of \$545,000
- 2014 and 2015 projects completed:
 - Probate Judge offices \$1.5 million
 - Montgomery County Youth Facility \$8.6 million
 - District Attorney offices \$3.5 million
 - Public Defender's Office \$525,000
 - Renovations to add handicapped accessible restrooms at Probate/Revenue West \$125,000
- Projects in the Works:
 - New offices for Probate/Revenue South on McGehee Road in the old Pier One building \$1.4 million

Debt Service

- At 9/30/15 the total outstanding principal debt was \$133 million.
- \$37 million of the outstanding principal is for Montgomery County Public Schools
- Annual debt service requirements are over \$11 million
- Current Debt Rating- Standards and Poor's **AA** Moody's **Aa1**

Economic Development

Over the last 4 years, the County has partnered with the Montgomery Area Chamber of Commerce and the City of Montgomery to bring new businesses into our area adding over 4,800 new jobs and an overall capital investment of \$677.3 million to the County.

Tammy Nix

From: Donald Mims
Sent: Tuesday, November 17, 2015 4:34 PM
To: Elton N. Dean, Sr.; Elton Dean; Dan Harris; Andrew Hall; Ronda Walker; Jiles Williams, Jr.;
Cc: bapt108@bellsouth.net
Florence Cauthen
Commissioner Information sheet
Commissioner Information sheet.docx
Subject:
Attachments:

Commissioners,

Attached is a two page summary of important information concerning the operations of Montgomery County. As information changes, we will update this summary.
Should you have any questions, please contact me.

Donnie

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Rebid Date</u>
<u>FEBRUARY</u>						
	51901-15B-014	Toner Cartridges	Support Service	The Office Pal	February 28, 2016	February 28, 2018
	51901-13B-038	Delivery- Election Equipment	Election Systems	Pro Movers & Storage		February 28, 2017
	51965-13B- 001	Computer Hardware	Information Systems	Alternative Maint. Solutions		February 28, 2016
<u>MARCH</u>						
	52200- 14B-003	Inmate Food Service	Detention Facility	A' viands Food Service		March 31, 2016
	52110-13B-003	Transmission Service	Sheriff's Office	Alabama Precision Transmission		March 31, 2016
<u>APRIL</u>						
	51901-12B-007	Paint & Paint Supplies	Support Services	Denson's Paint & Floor Covering	April 30, 2016	April 30, 2018
	51988-13B-033	Vending Machines	County Commission	Automatic Food Svc.	April 30, 2016	April 30, 2017
<u>MAY</u>						
	52200-13B-007	Inmate Laundry Service	Detention Facility	CLS Services		May 31, 2016
	52200-13B-008	Hygiene Admission Kits	Detention Facility	American Amenities		May 31, 2016
	51901-14B-004	HVAC	Detention Facility	Jail II	May 31, 2016	May 31, 2017
	52110-14B-007	Graphics Letters & Sheriff	Sheriff's Office	Signs Now	May 18, 2016	May 18, 2017