REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

MAY 24, 2010

AGENDA

INFORMATION SESSION

Call to Order, Welcome at 8:00 a.m.

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer

Comments from Scheduled Attendees:

Probate Judge Reese McKinney, Jr.
Juvenile Detention Director Michael Provitt
District Attorney Ellen Brooks
Community Corrections Executive Director Paul Brown

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Vice Chairman Ingram

Pledge of Allegiance Led By Commissioner Polizos

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of May 10, 2010

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

PUBLIC HEARING:

Public Hearing Regarding Application to the Department of Justice, for Justice Assistance Grant for FY 2010, Sheriff's Office

NEW BUSINESS:

1. Consider Approval of Grant Application and Related Interlocal Cooperation Agreement with the City of Montgomery for the Edward Byrne Memorial Justice Assistance Grant for Fiscal Year 2010, Sheriff's Office

2. Consider Approval of Cooperative Agreement for State Homeland Security Grant Program with State of Alabama Department of Homeland Security, Sheriff's Office

3. Consider Approval of 2010 Memorandum of Agreement with the City of Montgomery and Hausted Patient Handling Systems, LLC, County Commission

4. Consider Approval of Miscellaneous Appropriations Reprogramming Requests, County Commission

5. Consider Approval of Bid Award for Truck Mounted Asphalt Distributor, Bid Award 53100-10B-016, Engineering Department

6. Consider Approval of Bid Award for Admission Kits and Indigent Hygiene Kits, Bid Award 52200-10C-014, Detention Facility

7. Consider Approval of Budget Change Request Number 21, County Commission Appropriations

8. Consider Approval of Position Fill Request for Clerk Typist II, Personnel Department

9. Consider Approval of Travel/Training Requests (11)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Jennifer Anderson, Planner, Central Alabama Regional Planning and Development Commission
Superintendent Barbara Thompson

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

MAY 24, 2010	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
MAY 31, 2010	County Holiday (National Memorial Day)
JUNE 14, 2010	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
JUNE 28, 2010	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
JULY 5, 2010	County Holiday (Independence Day)
JULY 12, 2010	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
JULY 26, 2010	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.

PERSONNEL ACTIONS

Fill action continues for 1 Clerk Typist II – County Commission Office
Fill action continues for 1 Computer Operation Manager – Information Systems Department
Fill action continues for 1 Grant Specialist – Public Affairs Department
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 Painter I – Support Services Department
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney's Child Support Unit
Fill action continues for 5 Correction Officer Trainee's – Detention Facility
Fill action continues for 1 Correction Officer Sergeant – Detention Facility
Fill action continues for 1 Correction Officer Corporal's – Detention Facility
Fill action continues for 1 Clerk II – Detention Facility
Fill action continues for 1 County Road Equipment Operator I – Engineering Department
Fill action continues for 1 Civil Engineer Tech I – Engineering Department
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 2 Customer Service Clerk's – Probate Judge's Office
Fill action continues for 1 Probate Court Clerk – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Deputy Sheriff Trainee – Sheriff's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility

May 24, 2010

Agenda

MAY 24 2010

05-24-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 05-07-10

Check Number	To	Check Number
207431		207449
Total Checks Paid		$45,440.63

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

Agenda

MAY 24 2010

05-24-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 05-14-10

Check Number	To	Check Number
207450		207604
Total Checks Paid		$912,371.05

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

Agenda

MAY 2 4 2010

05-24-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 05-14-10

Check Number	To	Check Number
207605		207753
Total Checks Paid		$401,742.15

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

Agenda

MAY 24 2010

05/24/10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 05/21/10

Payroll Check Number	103379	To	Payroll Check Number	103549	$ 124,200.18
Direct Deposits					$ 801,575.96
Payroll Check Number	103550	To	Payroll Check Number	103580	$ 274,137.40
Direct Deposits					$ 332,576.33
Federal Deposits					$ 325,514.06
Total Payroll Paid					$ 1,858,003.93

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

PUBLIC HEARING LEGAL NOTICE

The Montgomery County Sheriff's Office will be holding public hearing to discuss application to the Department of Justice, Justice Assistance Grant for the FY2010. Montgomery County will consider the issue at the County Commission meeting scheduled for 9:00 A.M. on Monday, May 24, 2010. The County Commission will meet at the Montgomery County Administrative Building, 101 S. Lawrence Street. Those wishing to comment may do so at that time.

Mont. Adv. 5/21/10

885199

D.T. MARSHALL, SHERIFF

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

20 May, 2010

Agenda
MAY 24 2010

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : Edward Byrne Memorial Justice
Assistance Grant

This is to advise you that the Sheriff's Office will be applying for the Edward Byrne Memorial Justice Assistance Grant (JAG Local) for fiscal year 2010. As required, we are notifying our local unit of government of our intention of applying for this grant along with the City of Montgomery. Please place this on the agenda for the 24th of May, 2010 County Commission meeting for public comment on use of the grant monies and final approval by the County Commission. The total amount of this grant is $ 151,521.00 which will be split with the City of Montgomery receiving 60% ($90,912.60) of the grant and the County of Montgomery receiving 40% ($60,608.40) of the grant. This grant requires no matching funds.

If you are in need any additional information, please do not hesitate to call on me.

DTM/tb

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

MONTGOMERY COUNTY SHERIFFS OFFICE
2010 Edward Byrne Memorial Justice Assistance Grant (Local)

The award for this grant totals $151,521.00 to be shared between the City of Montgomery Police Department and Montgomery County Sheriff's Office at levels that are established in the Memorandum of Understanding that is in effect. The Monies will be divided based upon 60% City and 40% County shares. The Montgomery County Sheriff's Office will be the recipient of 40% of the Assistance Grant Award totaling $60,608.40. The County has submitted a list of equipment they would like to purchase with JAG Funds.

The Sheriffs Office has requested the below listed replacement equipment for the Sheriffs Office.

PATROL VEHICLE EQUIPMENT			
SHOTGUN & RIFLE MT	$189.00	54	$10,206.00
PRINTERS	$499.00	23	$11,477.00
SWIPES	$399.75	25	$9,993.75
FLOOR JACKS	$24.99	30	$749.70
TOTAL			**$32,426.45**

OFFICE COMPUTER EQUIPMENT			
TIME STAMP	$745.00	1	$745.00
PRINTERS	$7,389.20	2	$14,778.40
COMPUTER/PRINTER	$1,200.00	1	$1,200.00
TOTAL			**$16,723.40**

COURT SECURITY EQUIPMENT			
RACC BELTS	$995.00	2	$1,990.00
TOTAL			**$1,990.00**

OFFICER SAFETY EQUIPMENT			
VESTS	$376.00	26	$9,776.00
TOTAL			**$9,776.00**

TOTAL EXPENSES **$ 60,918.85**

GMS Application Number 2010-H4782-AL-DJ

The State of Alabama

County of Montgomery

INTERLOCAL COOPERATAION AGREEMENT

by and between

THE CITY OF MONTGOMERY, ALABAMA

and

MONTGOMERY COUNTY, ALABAMA

RELATING TO

2010 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Interlocal Cooperation Agreement is made and entered into this the ___ day of May 2010, by and between Montgomery County, Alabama, a body corporate and politic of the State of Alabama (hereinafter referred to as "the County") and the City of Montgomery, Alabama, an Alabama municipal body corporate and politic (hereinafter referred to as "the City"), both of whom witnesseth as follows:

WHEREAS, this Agreement is made under the applicable laws of the State of Alabama to enter into agreements setting forth the powers, authorities and responsibilities to be exercised by each of them pursuant to the terms of this Agreement. Each of the City and the County are duly organized, under the laws of the State of Alabama, and each has full power and authority to execute, deliver and perform this Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City agrees to pay the County approximately $60,608.40, which represents 40 percent of the Award.

WHEREAS, the City and the County believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the parties hereto, intending to be bound by the terms and conditions set forth herein, do hereby agree hereto as follows:

A. Purpose and Findings

This Agreement is made and entered into by the parties hereto in order to define the responsibilities of the City and the County in connection with the 2010 Edward Byrne Memorial Justice Assistance Grant (JAG).

B. Payment of Funds

The City agrees to pay the County approximately $60,608.40 of the JAG funds awarded. Both parties agree that public notification cost might be deducted from the total amount of the JAG Award. The Award will be issued to the City. The City can then reduce the total award by the cost of public notification, then issue a check made payable to the County for 40 percent of the remaining JAG Award. The disbursement of this award to the County should take place no later than one week of the City's receipt of the JAG Award.

C. Period of Agreement

This Agreement shall remain in effect for one year beginning with the 2010 Byrne Memorial Justice Assistance Grant distribution.

D. Responsibilities

The City is responsible for their use of their portion of the JAG Award. The City is responsible for the administration of their portion of the JAG Award including the disbursement of the funds, monitoring their portion of the award, submitting reports including performance measure and program assessment data. The County has no responsibility or liability as to the City's portion of the JAG Award.

The County is responsible for their use of their portion of the JAG Award. The City is responsible for the administration of their portion of the JAG Award including the disbursement of the funds, assessment data, performance measures and program assessment data. The City shall have no responsibility or liability as to the County's portion of the JAG Award. The County is responsible for sending copies of all receipts and invoices for JAG purchases to the City for auditing purposes. These receipts should be sent as soon as received.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishings of the services by the other party.

E. Administrating Funds

The City agrees not to use any of the JAG Award for costs associated with administering the grant. The City further agrees not to charge the County any fee for administering the JAG Award. The only cost to be deducted from the entire JAG Award is that of public notification.

F. Disparate Certification

The parties both agree that the County is entitled to a disparate allocation.

G. Accounting

Each party shall be responsible for all required accounting of their portion of the JAG Award. The City shall submit all quarterly reports as required by the US Department of Justice, Office of Management and Budget for both City and County Agencies for the entire grant period as well as performance reports.

H. Public Notification

The City is responsible for proper advertising of the receipt of the JAG Award consistent with all applicable rules, statutes and regulations.

I. Imposition of Liability

Nothing in the performance of this Agreement shall impose any liability for claims against the County.

Nothing in the performance of this Agreement shall impose any liability for claims against the City.

J. Third Parties

Nothing herein shall be construed to provide any rights to any third party. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

K. Entire Agreement

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

L. Miscellaneous

If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other paragraph or portion of this Agreement.

This Agreement shall ensure to the benefit of the City and the County and shall be binding upon the City and the County and their respective successors and assigns.

This Agreement shall be governed as to its validity, construction and performance by the laws of the State of Alabama.

GMS Application Number 2010-H4782-AL-DJ

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall, when taken together, constitute but one and the same agreement.

The descriptive headings of the several paragraphs of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement;

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

ATTEST: CITY OF MONTGOMERY, ALABAMA

City Clerk 5/18/10

APPROVED AS TO FORM

City Attorney

By: Mayor

ATTEST: MONTGOMERY COUNTY, ALABAMA

Administrator, Montgomery County Commission

By: Chairman, Montgomery County Commission

GMS Application Number 2010-H4782-AL-DJ

ACKNOWLEDGMENT BY THE CITY

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Todd Strange and Brenda Blalock whose names, as Mayor and City Clerk, respectively, of the City of Montgomery, are signed to the foregoing Agreement, and who are known to me, as such Mayor and City Clerk, respectively, and with full authority, executed the same voluntarily for and the act of City of Montgomery.

Given under my hand and seal on this the _______ day of May, 2010.

____
Notary Public
My commission expires: _________

GMS Application Number 2010-H4782-AL-DJ

ACKNOWLEDGMENT BY THE COUNTY

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that _______________ and _______________ whose names, as Chairman and County Administrator, respectively, of the County Commission of Montgomery County, Alabama, are signed to the foregoing Agreement, and who are known to me, acknowledged before me, that being informed of the contents of said Agreement, they, as such Chairman and County Administrator, respectively, and with full authority, executed the same voluntarily for and the act of County Commission of Montgomery County, Alabama.

Given under my hand and seal on this the _______ day of May, 2010.

____
Notary Public
My commission expires: _________

D.T. MARSHALL, SHERIFF

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

Agenda
MAY 24 2010

2010 MAY 13 AM 9:17

May 12, 2010

MEMORANDUM

TO	:	Mr. Donnie Mims County Administrator
FROM	:	Chief Deputy Derrick Cunningham D.C Montgomery County Sheriff's Office
SUBJECT	:	Homeland Security Grant 7GSL

Please find enclosed a Letter of Agreement from the State Homeland Security Grant Program which requires Mr. Elton Dean's signature in the two locations as marked. This is a Homeland Security reimbursement grant that does not require any funding from Montgomery County.

This must be signed by June 1, 2010. I am requesting that it be approved at the next County Commission meeting on May 24, 2010, and returned to me as soon as possible.

If you have any questions concerning this agreement, please do not hesitate to let me know.

DC/tb

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COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION - LETTER OF AGREEMENT

1. **Grantee Name & Address:**	2. **Issuing Office & Address:**
Montgomery County Sheriff's Department 115 S. Perry St Montgomery , AL 36104	Alabama Department of Homeland Security PO Box 304115 Montgomery, AL 36130-4115

3. **FY**	4. **Amount of**	5. **Effective Dates**	6. **Agreement Number**
2007	Federal $ 20,150.00 Total $ 20,150.00	Begin: May 1, 2010 End: June 1, 2010	ALDHS-10-1047 **Grant Numbers (Reporting Categories):** 7GSL $ 20,150.00

Montgomery County Sheriff's Department is herein referred to as the Sub-grantee, the Alabama Department of Homeland Security is herein referred to as AL DHS, and FY2007 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations: The Subgrantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Subgrantee must comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
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 OMB Circulars referenced above.
3. Audit Requirements: The subgrantee agrees to comply with the requirements of OMB Circular A-133. OMB Circular A-133 indicates that non-federal entities that expend $500,000.00 or more in a year in Federal awards shall have a single audit conducted for that year. If this expenditure threshold is met or exceeded, you are required to forward a copy of the audit to Alabama Department of Homeland Security no later than nine months after the completion of the fiscal year. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by federal or AL state auditors, AL DHS personnel and/or any of its duly authorized representatives. The audit report must specifically cite that the report was done in accordance with OMB Circular A-133. The subgrantee agrees to accept these requirements.
4. Non-Supplanting Agreement: The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subgrantee must stop charging the grant for the new position. Upon filling the vacancy, the subgrantee may resume charging for the grant position.

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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

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

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

8. Bidding Requirements: The sub-grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6.

9. Personnel and Travel Costs: Personnel and travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. In the absence of agency regulations, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. *However, at no time can the agency's travel rates exceed the federal rate established by the Internal Revenue Service.*

10. Terms of Grant Period: Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.

11. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the subgrantees approved project plan and budget. Items must be in the sub-grantee's approved grant budget and documented in the budget detail worksheet in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.

12. Recording and Documentation of Receipts and Expenditures: Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

13. Financial Responsibility: The financial responsibility of sub-grantees must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

   a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;

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Initial Here D.C.

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;

c. The accounting system should provide accurate and current financial reporting information; and,

d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

14. <u>Property Control</u>:

a. Effective control and accountability must be maintained for all personal property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should exercise caution in the use, maintenance, protection and preservation of such property.

b. Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

c. Use and Disposition: Equipment shall be used by the sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to AL DHS immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable.

d. Vehicles: The AEL, section 12 (CBRNE Response Vehicles/Prime Movers) indicates that special-purpose vehicles may be purchased and used <u>only</u> for the transport of CBRNE terrorism response equipment and personnel to the incident site. <u>*These vehicles may not be used for routine administration or daily operations*</u>. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.

e. Equipment: The sub-grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Stickers displaying the AL DHS logo and the correct verbiage may be obtained by contacting the Alabama Department of Homeland Security.

15. <u>Performance</u>: This grant may be terminated or fund payments discontinued by AL DHS where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by AL DHS. In the event the sub-grantee fails to perform the services described herein and has previously received financial assistance from AL DHS, the sub-grantee shall reimburse AL DHS the full amount of the payments made. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, the sub-grantee shall proportionally reimburse AL DHS for payments made.

16. <u>Deobligation of Grant Funds</u>: All expenditures of grant funds must be completed and the grant closed out within thirty (30) calendar days of the end of the grant period. Failure to close out the grant in a timely manner will result in an automatic deobligation of the remaining grant funds by AL DHS.

17. <u>Americans with Disabilities Act of 1990 (ADA)</u>: The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

2-4

Initial Here D.C.

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.

19. Utilization of Minority Businesses: Sub-grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

21. Debarment Certification: With the signing of the grant application, the sub-grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.

22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub-grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when AL DHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant, or government-wide suspension or debarment.

23. Publications: The sub-grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The sub-grantee also agrees that one copy of any such publication will be submitted to AL DHS to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. AL DHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.

24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

25. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by AL DHS Guidelines or "Special Conditions" placed on the grant award.

26. Compliance Agreement: The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by AL DHS. Failure to comply could result in a "Stop Payment" being placed on the grant.

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with AL DHS at annual program briefings and documented/approved in budget detail worksheets.

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

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Initial Here D.C.

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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

c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with AL DHS. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the grant (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (AL DHS). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for space. Please note that the grant can only be charged for the grant's portion of rental costs. The grant cannot be used for mortgage payments as this is unallowable.

28. Suspension or Termination of Funding: AL DHS may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a sub-grantee for any of the following reasons:

a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.

b. Failure to adhere to the requirements, standard conditions or special conditions of this grant, including property accountability and vehicle usage.

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

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

e. Filing a false certification in this application or other report or document.

f. Other good cause shown.

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

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

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

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Initial Here D.C.

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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

31. Budget Detail Worksheet:

a. The sub-grantee agrees to submit a Budget Detail Worksheet to the Alabama Department of Homeland Security (AL DHS) and must await formal approval of the worksheet in writing from AL DHS prior to obligating funds, making commitments, or purchasing any of the items requested. The worksheet submitted by the sub-grantee will provide a complete and detailed description of the items (equipment, training, and exercises) to be purchased and will also provide a valid estimate of the actual quantities and costs involved. Care should be taken to ensure the items requested on the worksheet are allowable in accordance with the US DHS grant guidance, and if equipment, listed on the current version of the Authorized Equipment List (AEL). Copies of the fiscal year grant guidance and the current version of the AEL are available on the AL DHS web site at www.homelandsecurity.alabama.gov. Additionally, a revised worksheet must be submitted for addition or deletion of items from the original worksheet. If additions, deletions, or changes in cost total $1000.00 or more, a new sign-off sheet by stakeholders is also required.

b. Electronic copies of budget detail worksheet must be submitted within 60 days of receipt of this grant. The electronic budget detail worksheet is a requirement in addition to the paper copies that may have been submitted previously.

c. Special Instructions: The sub-grantee agrees to spend the appropriate percentages of this grant in compliance with US DHS grant guidance and AL DHS special instructions with regard to law enforcement and the US DHS highest priorities. Additionally, the amount to be spent and the percentage for the expenditures will be documented in a letter and attached to the budget detail worksheet for law enforcement and the US DHS highest priorities (i.e., addressing capability requirements and measuring progress in achieving the national preparedness guidelines, strengthening preparedness planning, maximizing info sharing through the network of Fusion Centers, enhancing health and medical readiness and preparedness, strengthening IED attack deterrence, prevention, and protection and strengthening preventive radiological/nuclear detection).

32. Metropolitan Medical Response System (MMRS):

a. For MMRS grants, councils must be established and meet on an appropriate periodic basis in accordance with the council charter. In addition to appropriate local officials and stakeholders, the council membership must also include a representative from the State Department of Public Health.

b. Detailed budget worksheets will document program expenses as prescribed in other sections of the grant guidance. Detailed budget worksheets will be prepared and provided to AL DHS for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.

c. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State and Urban Area Homeland Security Strategies. Critical factors in planning are to ensure that (a) the MMRS Jurisdiction has an applicable and up to date plan for responding to a mass casualty incident caused by any hazards; and (b) applicable procedures and operational guides to implement the response actions are within the local plan.

33. Homeland Security Exercises: All exercises conducted with HSGP funding must be NIMS compliant and must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The Alabama Emergency Management Agency serves as the single point of contact for homeland security and emergency management related exercises within the state. All exercises must be coordinated in advance with Sam Guerrera or the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP grant guidance, grant recipients must ensure that an After Action

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Initial Here D.C.

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

Report and an Improvement Plan are prepared for each exercise conducted with US DHS and FEMA support (grant funds and direct support). The two reports must be submitted to the FEMA secure portal within 60 days following each exercise.

34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in FY09 HSGP grant guidance (e.g., Part IV, E, pages 34-41; Part VIII, pages 63-65; and pages 76-80). A summary of the funding restrictions pertaining to overtime is provided below. All requests for overtime must be coordinated in advance and approved by AL DHS.

a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency*. Allowable costs are limited to overtime associated with Federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of increased security (under the present system, this is defined as Orange or Red threat levels). Subject to these elevated threat level conditions, FY 2009 HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites (see page 37, FY09 HSGP grant guidance). Consumable costs, such as fuel expenses are *not allowed* except as part of the standard National Guard deployment package.

35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with AL DHS at annual program briefings and documentation/approved in budget detail worksheets. Additionally, subgrantees must provide to the SAA (AL DHS) appropriate documentation required by HSGP grant guidance for forwarding to FEMA prior to draw down of funds. Subgrantees must also refer to and comply with FEMA information bulletin #271, Environmental Planning and Historic Preservation Requirements for Grants.

36. Special Instructions: These funds are to be used to purchase (8) Laptop MDT's.

Initial Here D.C.

CERTIFICATION BY COUNTY HOMELAND SECURITY POINT OF CONTACT (POC)

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

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address: 115 South Perry St Montgomery, AL 36104

Phone Number: (334) 832-1646

Fax Number: (334) 832-7113

Mobile Number: (334) 850-1329

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

Signature: [signature] Date: 5/5/10

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name:

Title:

Agency Address:

Phone Number:

Signature: Date:

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: James M. Walker, Jr.

Title: Director, Alabama Department of Homeland Security

Signature: [signature] Date:

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Initial Here D.C

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending	

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

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

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by AL DHS, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your grant award being delayed and/or cancelled.

Form Completed By
Name: Title:

Signature:

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Initial Here: DC

Agenda
MAY 24 2010

2010 MEMORANDUM OF AGREEMENT

among

MONTGOMERY COUNTY COMMISSION

CITY OF MONTGOMERY, ALABAMA

and

HAUSTED PATIENT HANDLING SYSTEMS, LLC

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This **2010 MEMORANDUM OF AGREEMENT** is hereby made and entered into on this the ____ day of ____________, 2010 by and among **MONTGOMERY COUNTY COMMISSION, MONTGOMERY, ALABAMA** (the "County"), the **CITY OF MONTGOMERY** (the "City") **and HAUSTED PATIENT HANDLING SYSTEMS, LLC** ("**HAUSTED**"), a Delaware corporation.

WHEREAS, the County and the City enthusiastically support and encourage business and industrial development; and,

WHEREAS, **HAUSTED** has determined to open corporate offices in Montgomery, Alabama; and,

WHEREAS, this 2010 Memorandum of Agreement is expected to result in the creations of 45 full time jobs; and,

WHEREAS, the County and the City have made specific proposals to **HAUSTED**; and,

WHEREAS, the parties hereto are desirous of having such proposals set forth in this valid, binding and enforceable agreement to set forth the framework for establishing a working partnership among the County, the City and **HAUSTED**; and,

WHEREAS, the County and the City have determined that it is in the best public interest of each to enter into this Agreement with **HAUSTED**; and,

WHEREAS, on the Effective Date the commitments contained in this Agreement shall become legally binding obligations of the County and the City, which commitments are made in consideration for **HAUSTED** creating 45 full time jobs in Montgomery, Alabama.

NOW, THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. SCHEDULE AND TERM FOR PAYMENT OF INCENTIVE INSTALLMENTS

1.1 Payment of Incentive Installments. The County and the City agree to jointly contribute an incentive payments for a total amount of $150,000 to **HAUSTED.** The County will be responsible for 40% of the incentive payment and the City will be responsible for 60% of the incentive payment at the following times:

(a) The County and the City each hereby agree to pay an initial incentive in the total amount of $50,000 to be funded at project announcement as determined by **HAUSTED**; and

(b) **HAUSTED** shall certify by letter to the County and the City at the time that **HAUSTED** reaches employment of 45 full time jobs in Montgomery. At that time, the County and the City each hereby agree to pay a second incentive in the total amount of $100,000.

1.2 Term of Full Time Employment. **HAUSTED** must maintain the employment of at least 45 full time jobs in Montgomery for a period of twenty-four (24) months.

2. REPAYMENT OF INCENTIVE INSTALLMENTS

For purposes of the 2010 Memorandum of Agreement, failure of **HAUSTED** to comply with the terms set out above in paragraph 1.2, shall result in the cancellation of the 2010 Memorandum of Agreement and **HAUSTED** shall be required to repay all incentive monies to the County and the City within one hundred eighty (180) days. By mutual agreement, the County and City may extend the term and requirements of this agreement to **HAUSTED** for a period of twelve months.

3. MISCELLANEOUS

3.1 Governing Law. The governing law of this Agreement shall be the law of the State of Alabama.

3.2 Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event any such provision is held to be invalid, illegal or unenforceable, the parties hereto shall make their best efforts to agree on a provision in substitution for such invalid, illegal or unenforceable provision that is as near in economic benefit as possible to the provision found to be invalid, illegal or unenforceable.

3.3 Notices. All communications and/or notices expressly provided herein shall be sent, by registered first class mail, postage prepaid or by a nationally recognized overnight courier for delivery on the following business day or by facsimile (to be confirmed promptly in writing sent by mail or overnight courier as aforesaid), as follows:

HAUSTED PATIENT HANDLING:

Jerry G. Silvertooth
President & CEO
Hausted Patient Handling Systems, LLC
2511 Midpark Road
Montgomery, AL 36109

MONTGOMERY COUNTY COMMISSION:

Honorable Elton N. Dean
Donald Mims, Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102
Fax: (334) 832-2533

CITY OF MONTGOMERY: Mayor Todd Strange
City of Montgomery
Post Office Box 1111
Montgomery, Alabama 36101

With copies to: Ellen McNair
Senior Vice President, Corporate Development
Montgomery Area Chamber of Commerce
P.O. Box 79
Montgomery, Alabama 36101
Fax: (334) 265-4745

City Attorney
City of Montgomery
Post Office Box 1111
Montgomery, Alabama 36101

3.4 No Consequential Damages. Neither the County nor the City shall be liable to **HAUSTED** in any event for any indirect, incidental, punitive, special or consequential damages, including loss of revenue or profit, cost of capital, regardless of how such damages arise.

3.5 Entire Agreement. This 2010 Memorandum of Agreement, and any addendums to this Agreement shall constitute the entire agreement and understanding among the parties and no other offers, agreements, understandings, warranties, or representations exist between the County and the City and **HAUSTED.**

3.6 Term of Agreement. The term of the 2010 Memorandum of Agreement shall commence on ______________________ and continue in effect through _________________ unless otherwise extended as agreed upon by the parties as provided above in paragraph 2.

WHEREFORE, the parties hereto have executed this Agreement as of the date first written above.

(Signature and notary pages following)

CITY OF MONTGOMERY, ALABAMA

DATE: 5/12/10

By ______________________
Todd Strange
Mayor

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Todd Strange, as Mayor of the City of Montgomery, Alabama whose name is signed to the foregoing 2010 Memorandum of Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said City of Montgomery, Alabama on this date.

Subscribed and sworn to before me on this the 12th day of May, 2010.

____
Notary Public

My Commission Expires: RUSSELL E. ELEBASH
Notary Public, State of Alabama At Large
My Commission Expires December 15, 2010

MONTGOMERY COUNTY COMMISSION

DATE:______________

By:________________________________
Honorable Elton N. Dean
Chairman

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Honorable Elton N. Dean of the Montgomery County Commission, whose name is signed to the foregoing 2010 Memorandum of Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said Montgomery County Commission on this date.

Subscribed and sworn to before me on this the ___ day of __________________, 2010.

____
Notary Public

My Commission Expires: ______________________

HAUSTED PATIENT HANDLING SYSTEMS, LLC

DATE: 5/12/2010

By: [signature]
Jerry G. Silvertooth
President & CEO

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared before me, as President/CEO of **HAUSTED PATIENT HANDLING SYSTEMS, LLC** whose name is signed to the foregoing 2010 Memorandum of Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said limited liability company on this date.

Subscribed and sworn to before me on this the 12 day of May, 2010.

[signature]
Paul J. Redhead
Notary Public

My Commission Expires: August 2011

Elton N. Dean, Sr.
Chairman

Reed Ingram
Vice Chairman

Dimitri Polizos
Jiles Williams, Jr.
Ham Wilson, Jr.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

Donald L. Mims, CPA, MPA
Administrator
John A. Mitchell, Sr.
Deputy Administrator
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda
MAY 24 2010

May 24, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator DLM

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) to:

NC-2010-102: BOE, for Academic Banquet for Senior High Schools - $500; (Dean)

NC-2010-103: City of Montgomery, for Wilson YMCA Playground - $800; (Ingram)

DLM/tll

Agenda
MAY 24 2010

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services PS

DATE: May 14, 2010

SUBJECT: Invitation to Bid No. 53100-10B-016,
Truck Mounted Asphalt Distributor

Request approval of award on the above referenced Invitation to Bid to low bid of Southland International Trucks, in the amount of $139,799.00, be placed on the agenda for the County Commission meeting on May 24, 2010. (copy of spread sheet attached)

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

Attachment

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO. 53100-10B-016 ISSUED: APRIL 28, 2010 BID OPENING DATE: MAY 12, 2010 ENGINEERING TERMS OF PAYMENT / DISCOUNT:				SOUTHLAND INTERNATIONAL TRUCKS; ATTN: TIM BAGENTS; PHONE#832-4102; FAX#832-4941		COWIN EQUIPMENT CO.; ATTN: DON MCLEOD; PHONE#262-6642; FAX#834-2272		TRACTOR & EQUIPMENT CO.; ATTN: DOUG STONE; PHONE #288-6580; FAX#288-6584		NO BIDS RECEIVED: INGRAM EQUIP.; EQUIPMENT & PARTS SPEC.;SOUTHLAND MACHINERY; FRENCH'S TRACTOR			
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	TRUCK MOUNTED	EA	1	$139,799.00	$139,799.00	$143,896.00	$143,896.00	$144,600.00	$144,600.00				
	ASPHALT												
	DISTRIBUTOR												
	MAKE & Model												
	Bid			2011 International		2011 International		Lee Boy Maximizer 3					
				Truck w/Etnyer		Truck w/Etnyer							
				Centennial Series		Centennial Series							
				S2000		S2000							
	29 BIDS MAILED												
TOTAL BID AMOUNTS					$139,799.00		$143,896.00		$144,600.00				

Notes:
5-2

SPRTSHTASPHALTDISTRIBUTOR

Agenda
MAY 24 2010

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services PS

DATE: May 13, 2010

SUBJECT: Invitation to Bid No. 52200-10C-014,
Admission Kits and Indigent Hygiene
Kits

Request approval of award to low bid, ICS Jail Supplies, Inc., in the amount of $69.75 per case of 100 for the Admission Kits and $67.00 per case of 100 for the Indigent Hygiene Kits, based on unit pricing, be placed on the agenda for the County Commission meeting on May 24, 2010. (copy of spread sheet attached)

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

Coordination of award made with Sheriff D.T. Marshall and Colonel Wanda Robinson.

Attachment

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO. 52200-10C-014 ISSUED: APRILG 20, 2010 BID OPENING DATE: MAY 5, 2010 DETENTION FACILITY TERMS OF PAYMENT / DISCOUNT:				ICS JAIL SUPPLIES, INC. - ATTN: MICHELLE MARKEUM; PHONE#800-524 5427; FAX#254-751-0299		BOB BARKER COMPANY, INC. - ATTN: ALLISON WILMESMETER - PHONE800-334-9880 - FAX#800-322-7537		TURENNE PHARMED CO. - BRYAN CRAVEN - PHONE #244-0200 - FAX 279-6688		NO BID RECEIVED: SUPREME MEDICA			
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	ADMISSION KITS	CS	100	$69.75	$6,975.00	$118.00	$11,800.00	$489.00	$48,900.00				
2	INDIGENT KITS	CS	100	$67.00	$6,700.00	$117.00	$11,700.00	$469.00	$46,900.00				
	27 BIDS MAILED												
TOTAL BID AMOUNTS					**$13,675.00**		**$23,500.00**		**$95,800.00**				

Notes:
6-2

SPRTSHTSADMISSIONKITS

Agenda

MAY 24 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 21

DEPARTMENT: County Commission Appropriations	REVIEWED:	S. Thomas	5/19/2010
DATE: 5/19/2010	Finance Director		Date
REQUESTED BY: Donald Mims, Administrator	APPROVED:		
Elected Official/Dept. Head	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
City of Montgomery	008-57200.418	0	28,445	28,445
East Montgomery Baseball	008-57200.450	0	7,500	7,500
Park Improvements	008-57200.532	75,000	-35,945	39,055
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		75,000	0	75,000

JUSTIFICATION:

To provide funding to the City of Montgomery for parking lot improvements at Catoma Park ball field, and to East Montgomery Baseball & Softball Inc. for field lights at Angels field.

7-1

Agenda
MAY 24 2010

Via email and hand mail

MONTGOMERY CITY-COUNTY PERSONNEL BOARD

2010 MAY 18 AM 8:52
MONTGOMERY COUNTY COMMISSION

MEMORANDUM

To: Donnie Mims, County Administrator
From: Barbara M. Montoya, Personnel Director
Subject: Clerk Typist II Vacancy
Date: May 17, 2010

As we discussed on May 10, 2010, we now have three vacant positions in our office. The first, Employee Relations and Training Specialist, remains authorized, but unfunded. A Clerk Typist II, Tina Harris, resigned in January to accept another position. Although that position is authorized and funded, we did not request to fill the position at that time. A third position, Administrative Secretary, is funded and is vacant as of May 11, 2010. We are not asking to fill that position at this time. In our effort to maintain the level of service to our customers in the most cost efficient way, we are asking to fill the vacant and funded Clerk Typist II position.

I have spoken with Lloyd Faulkner, City Finance Director, and received his approval to go forward. The city will actually fund 80% of this position. The approximate cost to Montgomery County is $7,256 annually. Thank you very much for your consideration of this request.

8-1

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: Personnel

DEPARTMENT HEAD: Barbara M. Montoya

SUPERVISOR: Karen Cason

1. POSITION TITLE: Clerk Typist II (0012)

POSITION NUMBER: 700012026

PROPOSED EFFECTIVE DATE: 5/3/10

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A03 24,414 Step 1

Barbara M. Montoya ______________________ ____________
Department Head Date

2 ADMINISTRATIVE REVIEW
() APPROVED
() DISAPPROVED

____
Funding Authority

3 CERTIFICATION
Promotional ________ Candidates
Open-Competitive ________ Candidates
Transfer ________ Candidates
____

______________________ ____________
Personnel Director Date

4 SELECTEE: ______________________

____
Appointing Authority Date ____________

5 () Manpower data entered by ________ Date ____________
() Payroll entered by ________ Date ____________

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Appendix C

Agenda

MAY 24 2010

Montgomery County Commission
Travel / Training Request Approval

Request # 24

Date: May 18, 2010

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: July 15, 2010 Return Date: July 16, 2010

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: To Attend: ADAA Summer Conference

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

Check Mode of Transportation: County Vehicle [X] Commercial Air [ ]
Private Vehicle [X] Other (Specify) [ ]

Total (est.) Cost: $270.00 Advance Registration Required: $0.00

Department Name: District Attorney Fund Name: 001-51261-265

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

---

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 05/24/10 reimbursement of actual and necessary expenses in the approximate amount of $270.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51261-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$2,000.00
Approved Requests:	$60.00
Budget Available:	$1,940.00
Current Requests:	$270.00
Budget Balance:	$1,670.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/19/2010

cc: Finance Director / Buyer

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Revised October 12, 2005

Appendix C

Agenda

MAY 24 2010

Montgomery County Commission
Travel / Training Request Approval

Request # 25

Date: May 18, 2010

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: July 15, 2010 Return Date: July 18, 2010

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: To Attend: ADAA Summer Conference

Traveler (s) Name:
1. Daryl Bailey
2. Cameron McEwen
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle	[ ]	Commercial Air	[ ]
Private Vehicle	[X]	Other (Specify)	[ ]

Total (est.) Cost: $2,846.00 Advance Registration Required: $750.00

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

Additional Comments:

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 05/24/10 reimbursement of actual and necessary expenses in the approximate amount of $2,846.00 and advance registration of $750.00 is authorized.

To be completed by the Finance Department

Fund Code:	760-51260-265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$44,380.00	
Approved Requests:	$10,044.00	
Budget Available:	$34,336.00	
Current Requests:	$2,846.00	
Budget Balance:	$31,490.00	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/19/2010

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda
MAY 24 2010

Request # 26

Date: May 18, 2010
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: July 15, 2010 Return Date: July 18, 2010
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To Attend: ADAA Summer Conference

Traveler (s) Name:
1. John L Kachelman, III
2. Calvin L Williams
3.
4.
5.
6.

Check Mode of Transportation:
County Vehicle [ ] Commercial Air [ ]
Private Vehicle [X] Other (Specify) [ ]

Total (est.) Cost: $2,846.00 Advance Registration Required: $750.00
Department Name: District Attorney Fund Name: 760-51260-292
Additional Comments: Weed & Seed Grant

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

The above request is app. 05/24/10 reimbursement of actual and necessary expenses in the approximate amount of $2,846.00 and advance registration of $750.00 is authorized.

To be completed by the Finance Department	
Fund Code:	760-51260-292 (ex: 000-00000-000)
Description:	Grant Expense
Current Budget:	$168,000.00
Approved Requests:	$16,829.76
Budget Available:	$151,170.24
Current Requests:	$2,846.00
Budget Balance:	$148,324.24

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 5/19/2010
cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda
MAY 24 2010

Request # 13

Date: May 18, 2010

To: Donald L. Mims, Administrator

From: Judge Reese McKinney, Jr.

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: June 20, 2010   Return Date: June 23, 2010

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: to attend the Alabama Probate Judges Association 2010 Summer Conference

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

Check Mode of Transportation:
County Vehicle [ ]
Private Vehicle [X]
Commercial Air [ ]
Other (Specify) [ ]

Total (est.) Cost: $3,038.00   Advance Registration Required: $650.00

Department Name: Probate   Fund Name: General/Motor Vehicle

Additional Comments:

To: Judge Reese McKinney, Jr.

From: Donald L. Mims, Administrator

The above request is app. 05/24/10 reimbursement of actual and necessary expenses in the approximate amount of $3,038.00 and advance registration of $650.00 is authorized.

To be completed by the Finance Department		
Fund Code:	001-51300-265	783-51350-265
Description:	Registration & Training	Registration & Training
Current Budget:	$4,000.00	$3,000.00
Approved Requests:	$3,512.00	$450.00
Budget Available:	$488.00	$2,550.00
Current Requests:	$488.00	$2,550.00
Budget Balance:	$0.00	$0.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/19/2010

cc: Finance Director / Buyer

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Appendix C

Agenda

MAY 24 2010

Montgomery County Commission
Travel / Training Request Approval

Request # 8

Date: May 13, 2010

To: Donald L. Mims, Administrator

From: Lou Ialacci

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: AUM Advanced Training Group

Departure Date: June 28, 2010 Return Date: July 2, 2010

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: Training for Microsoft SCCM server

Traveler (s) Name: 1. Michael Nummy 4.
2. 5.
3. 6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [X] Other (Specify) [ ]

Total (est.) Cost: $1,600.00 Advance Registration Required: $0.00

Department Name: Information Systems Fund Name: General

Additional Comments:

To: Lou Ialacci

From: Donald L. Mims, Administrator

The above request is app. 05/24/10 reimbursement of actual and necessary expenses in the approximate amount of $1,600.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department	
Fund Code:	001-51965-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$20,000.00
Approved Requests:	$13,331.08
Budget Available:	$6,668.92
Current Requests:	$1,600.00
Budget Balance:	$5,068.92

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/17/2010

cc: Finance Director / Buyer

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Appendix C

Agenda

MAY 24 2010

Montgomery County Commission
Travel / Training Request Approval

Request # 26

Date: May 13, 2010

To: Donald L. Mims, Administrator

From: Sheriff D. T. Marshall

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Gulf Shores, Alabama

Departure Date: September 19, 2010 Return Date: September 22, 2010

Conference Leave (Days / Hours): 4 days

Purpose of Travel: 2010 Alabama FBI NAA Statewide Conference

Traveler (s) Name: 1. Derrick Cunningham 4.
2. 5.
3. 6.

Check Mode of Transportation: County Vehicle [X] Commercial Air [ ]
Private Vehicle [ ] Other (Specify) [ ]

Total (est.) Cost: $725.00 Advance Registration Required: $130.00

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

Additional Comments:

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 05/24/10 reimbursement of actual and necessary expenses in the approximate amount of $725.00 and advance registration of $130.00 is authorized.

To be completed by the Finance Department	
Fund Code:	001-52110-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$20,000.00
Approved Requests:	$10,712.84
Budget Available:	$9,287.16
Current Requests:	$725.00
Budget Balance:	$8,562.16

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/13/2010

cc: Finance Director / Buyer

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Revised October 12, 2005

Appendix C

Agenda

MAY 24 2010

Montgomery County Commission
Travel / Training Request Approval

Request # 27

Date: May 14, 2010

To: Donald L. Mims, Administrator

From: Sheriff D. T. Marshall

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Anniston, AL

Departure Date: June 13, 2010 Return Date: June 17, 2010

Conference Leave (Days / Hours): 40 hours

Purpose of Travel: Pandemic Influenza Planning and Preparedness

Traveler (s) Name: 1. Corporal Fred Johnson 4. ______

2. ______ 5. ______

3. ______ 6. ______

Check Mode of Transportation:

County Vehicle	[ ]	Commercial Air	[ ]
Private Vehicle	[X]	Other (Specify)	[ ]

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

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

Additional Comments: There will be no expenses involving this travel.

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 05/24/10 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-52110-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$20,000.00
Approved Requests:	$11,437.84
Budget Available:	$8,562.16
Current Requests:	$0.00
Budget Balance:	$8,562.16

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/17/2010

cc: Finance Director / Buyer

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Appendix C

Montgomery County Commission
Travel / Training Request Approval

Agenda
MAY 24 2010

Request # 28

Date: May 14, 2010
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Meridian, MS
Departure Date: June 8, 2010 Return Date: June 11, 2010
Conference Leave (Days / Hours): 4 days
Purpose of Travel: Proactive Criminal Patrol

Traveler (s) Name:
1. Deputy Timothy Heath
2.
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle	X	Commercial Air	
Private Vehicle		Other (Specify)	

Total (est.) Cost: $35.00 Advance Registration Required: $0.00
Department Name: Sheriff's Office Fund Name: General (001-52110-265)
Additional Comments:

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

The above request is app. 05/24/10 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-52110-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$20,000.00
Approved Requests:	$11,437.84
Budget Available:	$8,562.16
Current Requests:	$35.00
Budget Balance:	$8,527.16

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 5/17/2010
cc: Finance Director / Buyer

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Revised October 12, 2005

Appendix C

Agenda

MAY 24 2010

Montgomery County Commission
Travel / Training Request Approval

Request # 11

Date: May 12, 2010

To: Donald L. Mims, Administrator

From: Wanda J. Robinson, Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: October 12, 2010 Return Date: October 15, 2010

Conference Leave (Days / Hours): 3 days

Purpose of Travel: Alabama Jail Association Fall Conference

Traveler (s) Name:
1. Wanda Robinson
2. Teresa Matthews
3.
4.
5.
6.

Check Mode of Transportation: County Vehicle [X] Commercial Air [ ] Private Vehicle [ ] Other (Specify) [ ]

Total (est.) Cost: $450.00 Advance Registration Required: $30.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: Registration will be paid from the 2010 budget, other costs from 2011 budget.

To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is app. 05/24/10 reimbursement of actual and necessary expenses in the approximate amount of $450.00 and advance registration of $30.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-52200-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$20,000.00
Approved Requests:	$12,297.00
Budget Available:	$7,703.00
Current Requests:	$30.00
Budget Balance:	$7,673.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/12/2010

cc: Finance Director / Buyer

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Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Agenda
MAY 24 2010

Request # 13

Date: May 13, 2010

To: Donald L. Mims, Administrator

From: Bruce R. Howell

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, Al.

Departure Date: May 25, 2010 Return Date: May 26, 2010

Conference Leave (Days / Hours): 2 days

Purpose of Travel: attend JDAI (Casey Foundation) Probation Workshop, Mobile Juvenile Court

Traveler (s) Name:

1. Beverly Riddle Wise
2. Ron McKitt
3. Patricia Strickland
4. Annie Smalls
5. Wade Morgan
6. Jamie Burnett

Check Mode of Transportation:

County Vehicle	XX	Commercial Air	
Private Vehicle	XX	Other (Specify)	

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

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: This is paid for out of the JDAI training money received from AOC

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 05/24/10 reimbursement of actual and necessary expenses in the approximate amount of $2,500.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-52603-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$10,000.00
Approved Requests:	$1,346.00
Budget Available:	$8,654.00
Current Requests:	$2,500.00
Budget Balance:	$6,154.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/13/2010

cc: Finance Director / Buyer

9-10

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda
MAY 24 2010

Request # 7

Date: May 11, 2010

To: Donald L. Mims, Administrator

From: Barbara M. Montoya, Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Seattle, Washington

Departure Date: October 2, 2010 Return Date: October 7, 2010

Conference Leave (Days / Hours): 4 days

Purpose of Travel: 2010 IPMA-HR International Training Conference

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

Check Mode of Transportation:

County Vehicle	[ ]	Commercial Air	[X]
Private Vehicle	[ ]	Other (Specify)	[ ]

Total (est.) Cost: $1,995.00 Advance Registration Required: $600.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration will be paid from the 2010 budget, other from the 2011 budget.

To: Barbara M. Montoya, Director

From: Donald L. Mims, Administrator

The above request is app. 05/24/10 reimbursement of actual and necessary expenses in the approximate amount of $1,995.00 and advance registration of $600.00 is authorized.

To be completed by the Finance Department

Fund Code:	123-51961-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$15,000.00
Approved Requests:	$3,531.00
Budget Available:	$11,469.00
Current Requests:	$600.00
Budget Balance:	$10,869.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/11/2010

cc: Finance Director / Buyer

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Revised October 12, 2005