REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

November 7, 2011

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:

Cassandra Crosby and Ron Drinkard with Crosby Drinkard Group, LLC
Revenue Commissioner Janet Buskey and Property Tax Division Director Bill Bass with Alabama Department of Revenue
Director of Elections Justin Aday and Board of Registrars Chairman Jim Wilson
Probate Chief Clerk Wells Robinson

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Polizos

Pledge of Allegiance Led By Commissioner Williams

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of October 24, 2011

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

RESOLUTION:

Consider Resolution Proclaiming November 6-12, 2011, as "Military Appreciation Week"

NEW BUSINESS:

1. Consider County Commission Meeting Schedule for 2012, County Commission

2. Consider Resolution Authorizing the County's Thanksgiving Holiday Observance on Friday, November 25, 2011, County Commission

3. Consider Board Member Appointments to the Southeast Alabama Emergency Medical Services Council, Inc., County Commission

4. Consider Cooperative Agreements with Alabama Department of Homeland Security Regarding State Homeland Security Grant Program, Sheriff's Office

5. Consider Third Amendment to Lease Agreement for Eastmont Plaza Probate Judge's and Revenue Commissioner's Offices, County Commission

6. Consider Marketing Agreement with Financial Marketing Concepts, Inc., Regarding Coast2Coast Rx Consumer Prescription Card Program, Risk Management

7. Consider Payment of 2012 Membership Dues to National Association of Counties, County Commission

8. Consider Payment of 2012 Membership Dues to Public Relations Council of Alabama for Manager of Public Affairs DiDi Henry, Office of Public Affairs

9. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission

10. Consider Bid Award for Exterior Weatherization for Montgomery County Courthouse, Annex I – PH&J #0818-GVF, Bid Number 51100-11B-028, County Commission

11. Consider Bid Award for Landscape Maintenance at Montgomery Industrial Park, Bid Number 53100-11B-031, Engineering Department

12. Consider Bid Award for Security Guard Services for Inmates, Bid Number 52200-11B-032, Detention Facility and Youth Facility

13. Consider Bid Award for Sheriff's Office Uniforms, Accessories and Leather, Bid Number 52200-11B-034, Sheriff's Office

14. Consider Budget Change Request Numbers 2 and 4, County Commission Appropriations

15. Consider Budget Change Request Number 1, Information Systems

16. Consider Position Fill Request for an Administrative Secretary, Position Number to be Determined, Personnel Department

17. Consider Position Fill Requests – Detention Facility (5)

    1. Corrections Officer Trainee / Corrections Officer – Position Number 045
    2. Corrections Officer Trainee / Corrections Officer – Position Number 180
    3. Corrections Officer Trainee / Corrections Officer – Position Number to be Determined
    4. Corrections Officer Sergeant – Position Number 061
    5. Corrections Officer Corporal – Position Number to be Determined

18. Consider Position Fill Requests – Youth Facility (4)

    1. Juvenile Detention Officer – Position Number 900300004
    2. Juvenile Detention Officer – Position Number 900300007
    3. Relief Juvenile Detention Officer – Position Number 910300003
    4. Relief Juvenile Detention Officer – Position Number 910300004

19. Consider Travel/Training Requests (2)

OLD BUSINESS:

20. Consider Board Member Appointment to the Montgomery City/County Personnel Board, County Commission

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Executive Session

EXECUTION SESSION

Presentation by Montgomery Area Chamber of Commerce Senior Vice President of Corporate Development Ellen McNair

Recess to Information Session

INFORMATION SESSION

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

NOVEMBER 7, 2011	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.
NOVEMBER 11, 2011	County Holiday (Veterans Day)
NOVEMBER 21, 2011	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.
NOVEMBER 24, 2011	County Holiday (Thanksgiving Day)
DECEMBER 5, 2011	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.
DECEMBER 19, 2011	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.
DECEMBER 26, 2011	County Holiday (Christmas Day)

PERSONNEL ACTIONS

Fill action continues for 2 Programmer Analyst II – Information Systems
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 Assistant Revenue Manager – Tax & Audit 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 1 Dept. District Attorney Level 1 – District Attorney's Child Support Unit
Fill action continues for 1 Pre-Trial Director – District Attorney Pre-Trial
Fill action continues for 21 Correction Officer Trainee's – Detention Facility
Fill action continues for 1 Clerk II – Detention Facility
Fill action continues for 1 Stores Clerk 1 – 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 2 District Maintenance Superintendents #1 – Engineering Department
Fill action continues for 1 Clerk IV – Personnel Department
Fill action continues for 1 Assistant Chief Clerk – Probate Judge's Office
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 3 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 Typist II – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 2 Deputy Sheriff Trainee/Deputy Sheriff – Sheriff's Office
Fill action continues for 1 Court Security Officer – Sheriff's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Probation Officer – Youth Facility
Fill action continues for 2 Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Detention Officer I – Youth Facility

November 7, 2011

Agenda

NOV - 7 2011

11-07-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 10-28-11

Check Number	To	Check Number
220678		220735
Total Checks Paid		$181,454.30

CHECK #	PAYEE	AMOUNT	DATE
220677	Faulkner University	$ 8,520.00	10/25/11

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

Agenda

NOV - 7 2011

11-07-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 10-28-11

Check Number	To	Check Number
220736		220826
Total Checks Paid		$261,087.60

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

Agenda

NOV - 7 2011

11-07-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 11-04-11

Check Number	To	Check Number
220828		220890
Total Checks Paid		$113,999.97

CHECK #	PAYEE	AMOUNT	DATE
220827	Steelcase	$ 4,568.40	10/28/11

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

Agenda

NOV - 7 2011

11-07-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 11-04-11

Check Number	To	Check Number
220891		220966
Total Checks Paid		$353,864.51

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

Agenda

NOV - 7 2011

11/07/11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED
11/4/2011

Payroll Check Number	110384	To	Payroll Check Number	110507	$ 92,656.16
Direct Deposits					$ 777,265.25
Payroll Check Number	110508	To	Payroll Check Number	110532	$ 247,334.03
Direct Deposits					$ 318,327.19
Federal Deposits					$ 289,046.28
Total Payroll Paid					$ 1,724,628.91

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

Agenda

NOV - 7 2011

RESOLUTION

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

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

WHEREAS, we take pride in the invaluable contributions of the families of our servicemen and women and recognize their great sacrifices, as they support their loved ones' courageous efforts to preserve liberty, justice and equality both at home and on foreign soil; and

WHEREAS, the military community contributes significantly to the economic well-being of Montgomery County and its quality of life and are valued members of our community; and

WHEREAS, the Montgomery County Commission desires to express its deep appreciation to the active and retired servicemen and women in Montgomery County, the State of Alabama and throughout the world and honor those who have fallen in the line of duty,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby proclaim November 6-12, 2011, as ***MILITARY APPRECIATION WEEK*** in Montgomery County, Alabama.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 7th day of November, 2011.

Agenda

NOV - 7 2011

2012 Montgomery County Commission Meeting Schedule

January	July
Monday, January 9th	Monday, July 9th
Monday, January 23th	Monday, July 23rd
February	**August**
Monday, February 13th	Monday, August 13th
Monday, February 27th	Monday, August 27th
March	**September**
Monday, March 12th	Monday, September 10th
Monday, March 26th	Monday, September 24th
April	**October**
Monday, April 9th	*Tuesday, October 9th
Monday, April 23th	Monday, October 22th
May	**November**
Monday, May 14th	**Monday, November 5th
*Tuesday, May 29th	**Monday, November 19th
June	**December**
Monday, June 11th	**Monday, December 3rd
Monday, June 25th	**Monday, December 17th

The Information Session begins at 8:00 a.m. at the Commissioner's Conference Room. The Formal Session begins at 9:30 a.m., in the Commissioners' Court. All sessions are held on the first floor of the Montgomery County Administration Building, Courthouse Annex III, located at 101 S. Lawrence Street.

* In keeping with the County Commission policy, adopted November 12, 2008, which provides for Tuesday meetings when either the second or fourth Monday falls on a holiday, there will be two (2) Tuesday meetings in 2012: 5/29/12 (for Memorial Day) and 10/9/12 (for Columbus Day).

** November and December 2012 meetings have been moved to the 1st and 3rd Mondays of the month due to holiday scheduling conflicts during those two months.

92m

Agenda
NOV - 7 2011

RESOLUTION

WHEREAS, Alabama Code § 11-1-8 authorizes that the county commission of any county in the state of Alabama may by resolution close the offices in the county courthouse or other county buildings on legal holidays set pursuant to Section 1-3-8, or for special circumstances deemed necessary or appropriate; and,

WHEREAS, the Montgomery County Commission wishes to close the county courthouse on Friday, November 25, 2011, to allow county employees to spend time with their families;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Friday, November 25, 2011, to coincide with the holiday closing of state office buildings on that date, as authorized in a memo from Governor Robert Bentley, dated October 28, 2011.

I hereby certify that the above resolution was adopted by the Montgomery County Commission, on this, the 7th day of November, 2011.

ATTEST:

____
Elton N. Dean, Jr., Chairman
Montgomery County Commission

____
Donald L. Mims, Administrator

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
NOV - 7 2011

November 3, 2011

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Reappointments to the Southeast Alabama Emergency Medical Services Council, Inc.

Attached is a list of eight individuals who are currently serving on the Southeast Alabama Emergency Medical Services Council, Inc. Assistant Fire Chief Marvin "Bill" Petrey desires to replace former Assistant Fire Chief Mike Smith. The remaining Council members have been contacted and would like to be reappointed to another full term.

Thank you for your consideration.

DLM/tn

Attachment

Southeast Alabama Emergency
Medical Services Council, Inc.

Members:	**Term Expires:**
Asst. Fire Chief Mike Smith Medic Division Montgomery Fire Department P.O. Box 1111 Montgomery, AL 36101-111 Home Address: 3801 Cedar Avenue Montgomery, AL 36109 Home: (334) 356-8680 Cell: (334) 309-5182	11/3/2011
Annitta Love 134 Cantabury Lane Millbrook, AL 36054 Work: (334) 420-4483 Cell: (334) 467-4857	11/3/2011
Mike Green 47 Honeysuckle Lane Cecil, AL 36013 Home: (334) 277-2153 Cell: (334) 309-5026	11/3/2011
Patti Brown Haynes Ambulance 2530 East Fifth Street Montgomery, AL 36107 Work: (334) 241-5259	11/3/2011
John Treat P.O. Box 441 Hope Hull, AL 36043 Cell: (334) 318-9924	11/3/2011
Keith Bryan 110 Zolman Road Ramer, AL 36069 Home: (334) 284-6307 Cell: (334) 303-3840	11/3/2011
Doug Tisdale CARE Ambulance 1150 Panama Street Montgomery, AL 36107 Cell: (334) 850-2636 Work: (334) 386-3802	11/3/2011

Southeast Alabama Emergency
Medical Services Council, Inc.

Kitty Harris
120 West Rosemary Road
Montgomery, AL 36109
Home: (334) 272-5690
Work: (334) 286-2723

11/3/2011

Term: 1 year

D.T. MARSHALL, SHERIFF

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

Agenda
NOV - 7 2011

October 31, 2011

MEMORANDUM

TO	:	Mr. Donnie Mims County Administrator
FROM	:	Chief Deputy Derrick Cunningham D.C Montgomery County Sheriff's Office
SUBJECT	:	Request for Signature Emergency Operations Center City of Montgomery

Please find enclosed a grant for the Emergency Operations Center for the City of Montgomery that requires the signature of Mr. Elton Dean. Your assistance in this matter will be appreciated.

DC/tb

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COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

1. Grantee Name & Address: Montgomery Co. 115 S Perry St Montgomery, AL 36104-4243		**2. Issuing Office & Address:** Alabama Department of Homeland Security P. O. Box 304115 Montgomery, AL 36130-4115	
3. FY	**4. Amount of:**	**5. Effective Dates**	**6. Grant Number:**
2010	Federal: $8,881.29 Total: $8,881.29	Begin: 10/19/2011 End: 12/31/2011	0ICL

Montgomery Co. is herein referred to as the Sub-grantee, the Alabama Department of Homeland Security is herein referred to as AL DHS, and FY 2010 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

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Initial Here D.C.

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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

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

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

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

9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all homeland security related financial matters, including personnel and travel costs. Subgrantees must comply with the provisions in this guide. This guide has been distributed by AL DHS annually during the past several years and is available upon request. Personnel and travel costs must also be consistent with the jurisdiction's policies and procedures, and must be applied uniformly to both federally financed and locally financed activities of the agency. In the absence of jurisdictional requirements, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. *However, at no time can the agency's travel and lodging expenses rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are normally not allowable and food/beverage expenses are restricted.

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

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

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

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

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Initial Here _______

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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

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

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

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

14. Property Control:

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

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

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

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

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

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

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

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Initial Here D.C.

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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Initial Here D.C.

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

f. Other good cause shown.

29. National Incident Management System (NIMS): The State met the NIMS compliance requirements in order to receive FY10 homeland security grant funding. The jurisdictions and agencies that established NIMSCAST accounts and submitted their annual rollups no later than September 2, 2009, are also eligible to receive FY10 homeland security grant funding.

a. County subgrantees of FY10 homeland security grants (i.e., those that met the NIMS compliance requirements) may only allocate or use HS funding for those cities, towns, and agencies that also met the September 2, 2009 NIMS deadline. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If a County allocates or uses FY10 HS funding for a city, town or agency that is not NIMS compliant, then AL DHS will not be able to process the reimbursement request and it will be returned without action.

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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 all items from the original worksheet. If additions, deletions, or changes in cost total $5000.00 or more, a new sign-off sheet by stakeholders is also required.

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. 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.

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's Homeland Security Strategies. Critical factors in planning are to ensure that MMRS jurisdictions have:

- Applicable and up to date plans for responding to a mass casualty incidents caused by any hazards
- Applicable procedures and operational guides to implement the response actions are within the local plan including patient tracking that addresses identifying and tracking children and keeping families intact where possible
- Identified 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

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

34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in 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. Overtime will not normally be authorized and all requests for overtime must be coordinated in advance and approved by AL DHS.

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

b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. 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 documented/approved in budget detail worksheets. Additionally, subgrantees must provide to the SAA (AL DHS) appropriate documentation required by HSGP grant guidance for forwarding to FEMA prior to draw down of funds. Subgrantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants.

36. Special Instructions: N/A.

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CERTIFICATION BY COUNTY HOMELAND SECURITY POINT OF CONTACT (POC)

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

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address:

Phone Number:

Fax Number:

Mobile Number:

E-Mail Address:

Signature: Derrick Cunningham Date: 10/28/11

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name:

Title:

Agency Address:

Phone Number:

Signature: Date:

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Director, Alabama Department of Homeland Security

Signature: J. S. Collier Date:

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

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

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- **APPLICABLE TO GRANTEES RECEIVING $50,000 OR MORE.**
As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees --

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

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

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending	

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

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

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

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

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

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

Form Completed By
Name: Title:

Signature:

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COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

<table>
<tr><td colspan="2">1. Grantee Name & Address:
Montgomery Co.
115 S Perry St
Montgomery, AL 36104-4243</td><td colspan="2">2. Issuing Office & Address:
Alabama Department of Homeland Security
P. O. Box 304115
Montgomery, AL 36130-4115</td></tr>
<tr><td>3. FY
2009</td><td>4. Amount of:
Federal: $3,118.71
Total: $3,118.71</td><td>5. Effective Dates
Begin: 10/19/2011
End: 12/31/2011</td><td>6. Grant Number:
9ICL</td></tr>
</table>

Montgomery Co. is herein referred to as the Sub-grantee, the Alabama Department of Homeland Security is herein referred to as AL DHS, and FY 2009 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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

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

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

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

9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all homeland security related financial matters, including personnel and travel costs. Subgrantees must comply with the provisions in this guide. This guide has been distributed by AL DHS annually during the past several years and is available upon request. Personnel and travel costs must also be consistent with the jurisdiction's policies and procedures, and must be applied uniformly to both federally financed and locally financed activities of the agency. In the absence of jurisdictional requirements, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. *However, at no time can the agency's travel and lodging expenses rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are normally not allowable and food/beverage expenses are restricted.

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

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

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

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

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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;

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

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

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

14. Property Control:

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

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

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

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

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

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

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

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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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17. Americans with Disabilities Act of 1990 (ADA): The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

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

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

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

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

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

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

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

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

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

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

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Initial Here D.C.

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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

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

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

28. <u>Suspension or Termination of Funding</u>: 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. <u>National Incident Management System (NIMS)</u>: The State met the NIMS compliance requirements in order to receive FY10 homeland security grant funding. The jurisdictions and agencies that established NIMSCAST accounts and submitted their annual rollups no later than September 2, 2009, are also eligible to receive FY10 homeland security grant funding.

a. County subgrantees of FY10 homeland security grants (i.e., those that met the NIMS compliance requirements) may only allocate or use HS funding for those cities, towns, and agencies that also met the September 2, 2009 NIMS deadline. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If a County allocates or uses FY10 HS funding for a city, town or agency that is not NIMS compliant, then AL DHS will not be able to process the reimbursement request and it will be returned without action.

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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 all items from the original worksheet. If additions, deletions, or changes in cost total $5000.00 or more, a new sign-off sheet by stakeholders is also required.

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. 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.

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's Homeland Security Strategies. Critical factors in planning are to ensure that MMRS jurisdictions have:

- Applicable and up to date plans for responding to a mass casualty incidents caused by any hazards
- Applicable procedures and operational guides to implement the response actions are within the local plan including patient tracking that addresses identifying and tracking children and keeping families intact where possible
- Identified 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

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Initial Here D.C.

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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

34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in 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. Overtime will not normally be authorized and all requests for overtime must be coordinated in advance and approved by AL DHS.

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

b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. 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 documented/approved in budget detail worksheets. Additionally, subgrantees must provide to the SAA (AL DHS) appropriate documentation required by HSGP grant guidance for forwarding to FEMA prior to draw down of funds. Subgrantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants.

36. Special Instructions: N/A.

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Initial Here D.C.

CERTIFICATION BY COUNTY HOMELAND SECURITY POINT OF CONTACT (POC)

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

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address:

Phone Number:

Fax Number:

Mobile Number:

E-Mail Address:

Signature: [signature] Date: 10/28/11

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name:

Title:

Agency Address:

Phone Number:

Signature: Date:

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Director, Alabama Department of Homeland Security

Signature: [signature] Date:

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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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Initial Here D.C

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

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

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

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

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

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

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

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

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

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

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

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

B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- **APPLICABLE TO GRANTEES RECEIVING $50,000 OR MORE.**
As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees --

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

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

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Initial Here D.C.

ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending	

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

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

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

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

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

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

Form Completed By
Name: Title:

Signature:

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Initial Here ______

Agenda

NOV - 7 2011

JOHN STANLEY
&
ASSOCIATES

COMMERCIAL
REAL ESTATE

September 8, 2011

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

RE: EASTMONT PLAZA
MONTGOMERY, ALABAMA

Dear Mr. Mims,

Please find enclosed three (3) Third Amendments to the Lease Agreement for the above referenced Property.

In accordance with your request, as well as the request of Mr. John Mitchell and Mr. Wells Robinson, I have attached the Master Lease and the first two Amendments, as Exhibit A-1, to the enclosed Third Amendment.

The terms of this Amendment are basically the same terms as the previous Amendment which Faulkner has verbally approved. It is however customary for the Tenant to sign first.

Please present this Third Amendment to the Montgomery County Commission for approval and signature and return all three (3) copies to me for signature by the Landlord. Upon the Landlord's signature, I will return one (1) fully executed original to you for your files.

Please let me know if there is anything else I can do. Thank you.

Sincerely,

JOHN STANLEY & ASSOCIATES, INC.

Lee W. Meriwether, III, CCIM
Associate Broker

Enclosures

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THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (the "Third Amendment") is made and entered into as of the _____ day of __________, 2011, by and between FAULKNER UNIVERSITY, as successor in interest to COMMERCIAL PROPERTIES, INC. ("Landlord") and MONTGOMERY COUNTY COMMISSION ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have previously entered into that certain Lease Agreement dated October 1, 1995, as amended November 19, 2001 and March 5, 2007 (the "Lease"), a copy of which is hereby attached as Exhibit A-1, pursuant to which Landlord leased and demised to Tenant and Tenant leased from Landlord the premises (the "Premises") as more particularly described in the Lease and Amendment; and

WHEREAS, Landlord and Tenant mutually desire to modify and amend the Lease pursuant to the terms hereinafter set forth.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF Ten and No/100ths Dollars ($10.00), the Agreements hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Except as is otherwise set forth herein, all defined terms and terms of art hereinafter set forth in the Third Amendment shall have the same meaning as and when such terms of art and defined terms are used in the Lease.**

2. **The Premises is identified in Yellow on the attached Exhibit B-1 and contains approximately ± 7,200 S.F.**

3. **The Fixed Minimum Rent for the Additional Lease Term and Option Terms as described in the Lease for the Premises, as highlighted in Yellow on the attached Exhibit B-1 is hereby amended as follows:**

	ADDITIONAL LEASE TERM	FIXED MINIMUM RENT	FIXED MINIMUM RENT/S.F.
A.			
	May 1, 2012 – April 30, 2015	$4,550.00/month	$7.58

	FIRST OPTION TERM	FIXED MINIMUM RENT	FIXED MINIMUM RENT/S.F.
B.			
	May 1, 2015 – April 30, 2016	$4,550.00/month	$7.58

	SECOND OPTION TERM	FIXED MINIMUM RENT	FIXED MINIMUM RENT/S.F.
C.			
	May 1, 2016 – April 30, 2017	$4,550.00/month	$7.58

4. **In addition to the Fixed Minimum Rent, for the Premises as highlighted in Yellow, Tenant will be responsible for its pro-rata share of common area maintenance (currently $.57/S.F. - $342.00 per month) and ad valorem taxes (currently $.45/S.F. - $270.00 per month) for the Premises.**

5. **Landlord hereby agrees to pay John Stanley & Associates, Inc. (Lee Meriwether) a monthly fee equal to six percent (6%) (currently $309.72) of the gross rental (to include pass thru income from common area maintenance, ad valorem taxes and insurance) to be paid during the term of this Third Amendment. In the event of an expansion of Lessee's space or renewal(s) of the Lease, Lessor, and/or its assigns, agrees to pay John Stanley & Associates, Inc. (Lee Meriwether) an additional lump sum fee equal to six percent (6%) of the gross rental (to include pass thru income from common area maintenance, ad valorem taxes and insurance) to be paid for such expansion space or applicable renewal term.**

6. **Except as is otherwise modified herein, the Lease is hereby ratified and affirmed, in full force and effect and there are no defaults by Landlord there under.**

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7. Time is of the essence of this Third Amendment.

8. This Third Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of Alabama.

9. Except as expressly amended herein, all other terms and conditions of the Lease Agreement dated October 1, 1995 as amended November 19, 2001 and March 5, 2007 will remain the same and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first above written.

Witness:	LANDLORD: FAULKNER UNIVERSITY
____________________	By:____________________________
	Its: President
	Date Executed: __________ ____, 2011
Witness:	TENANT: MONTGOMERY COUNTY COMMISSION
____________________	By:____________________________
	Its: ____________________________
	Date Executed: __________ ____, 2011
Witness:	AGENT: JOHN STANLEY & ASSOCIATES, INC.
____________________	By:____________________________ Lee W. Meriwether, III, CCIM
	Its: Associate Broker
	Date Executed: __________ ____, 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
NOV - 7 2011

October 19, 2011

MEMORANDUM

TO: Donald L. Mims
County Attorney

FROM: Scott Kramer SK
Risk Manager

SUBJECT: Marketing Agreement with Financial Marketing Concepts, Inc. - Coast2Coast Rx Consumer Prescription Card Program

Over the last few months, I have reviewed the Coast2Coast discounted prescription card program for Montgomery County residents. While this program provides a great benefit for those without health insurance coverage, it can be utilized by all Montgomery County residents with high deductibles or co-payments to receive prescription discounts.

In addition to the prescription discounts which are averaging approximately 50% received by participants, the Montgomery County Commission will also receive a monthly royalty in the amount of $1 on all paid prescriptions filled. This amount could increase to $1.25 per prescription if the number of scripts filled exceeds 1% of the County population. All of the marketing costs will be absorbed by Coast2Coast.

The requirements of the Montgomery County Commission include signing an agreement with Coast2Coast. This agreement has already been reviewed by Attorney Gallion. In addition, we would need to put a link on the Montgomery County Commission website in order that our residents will have easy access and have a press conference promoting the program.

This Coast2Coast discounted prescription card program is already being used by Mobile, Houston, Elmore Geneva and Autauga Counties. In addition, on September 21st, the ACCA Board of Directors entered into a marketing partnership with Coast2Coast. I would like to discuss this item (which is no cost to the county or to taxpayers) with the County Commission at the next meeting.

CC: John Mitchell, Sr.

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Coast2Coast Rx / FMC & County Marketing Agreement

THIS MARKETING AGREEMENT dated this ____ day of ________, 2011, by and between **Financial Marketing Concepts, Inc.**, hereinafter "**FMC**" a Florida corporation, with its principal place of business at: 100 Executive Way, Suite 214, Ponte Vedra Beach, St. Johns County, Florida 32082, and the Montgomery County Commission, a **County** located in the United States, hereinafter "**COUNTY**" headquartered at 101 South Lawrence Street, PO Box 1667, Montgomery, AL 36102.

WITNESSETH:

WHEREAS, FMC has created a discount prescription card, to-wit: the ***Coast2Coast Rx*** card, which provides discounts on prescription drugs, lab tests and imaging tests to individuals, families, and county residents at no cost, and

WHEREAS, FMC can provide **COUNTY** the opportunity to offer the ***Coast2Coast Rx*** discount prescription card to its residents at no cost to the **COUNTY**, and

WHEREAS, COUNTY is desirous of providing the ***Coast2Coast Rx*** discount prescription card to its residents.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, it is agreed as follows:

1. **Benefits**. **FMC** will provide its ***Coast2Coast Rx*** discount prescription card at no cost to **COUNTY,** and will pay **COUNTY** a Royalty for each prescription filled under its unique code that results in a paid claim as listed on Schedule "A" hereof. In addition to the discounts on prescriptions, the card also offers discounts on imaging and lab tests through an arrangement with Prepaid Lab, LLC and Prepaid Imaging, LLC.

2. **Term**. This Agreement is for a period of one year and will automatically renew for additional one-year terms, unless **COUNTY** gives **FMC** at least thirty (30) days written notice to terminate. Royalty to **COUNTY** will continue to be paid by **FMC** as long as its residents continue to fill prescriptions under this program, as long as **FMC** receives its compensation for those prescriptions, and as long as this Agreement has not been terminated by **COUNTY** (see Schedule "A").

3. **FMC's Obligations**. **FMC** will provide to **COUNTY** the opportunity to provide its residents the free ***Coast2Coast Rx*** discount prescription card at no cost and will pay a Royalty to **COUNTY** based on the use thereof for the ***Coast 2Coast Rx*** card. The Royalty will

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be paid at its full rate as listed on Schedule "A" so long as **COUNTY** has not endorsed another discount prescription card after the execution of this Agreement. In the event **COUNTY** does execute an agreement with another discount prescription card after the execution of this Agreement, **FMC** will reduce the Royalty listed in Schedule "A" to twenty-five cents ($.25) for every prescription filled which results in a paid claim to **FMC**.

a. **FMC** will print and distribute the prescription cards for the **COUNTY** at **FMC**'s sole cost.

b. **FMC** will handle all administration of the card including the providing of monthly usage reports to **COUNTY**. **FMC** will assign a unique Group Code to **COUNTY** for cards printed by **FMC** so that **COUNTY'S** Royalty can be tracked when the card is used at participating pharmacies by **COUNTY** residents.

c. **FMC** will distribute its ***Coast2Coast Rx*** cards to participating pharmacies in the **COUNTY** and to other such governmental offices (such as libraries, health departments, etc.) designated by the **COUNTY**.

d. **FMC** will create a private label website for the **COUNTY** to link to from its website that will describe the ***Coast2Coast Rx*** card program, and **COUNTY** residents will have the ability to print a card from such website.

e. **FMC** will promote the card for the **COUNTY** in all media formats, including newspaper, radio, and the internet through press releases and in conjunction with the **COUNTY'S** efforts to promote the card to its residents.

f. **FMC** agrees to keep all information confidential and use it only in connection with this Agreement and the purposes intended hereunder.

4. **County's Obligations**: **COUNTY** will provide the opportunity for its residents to receive **FMC's** ***Coast2Coast Rx*** discount prescription card and will assist **FMC** in promoting the card to its residents through local media. **COUNTY** will conduct itself in such a manner as to reflect only the highest standards of honesty, integrity and responsibility in the promotion and representation of the ***Coast2Coast Rx*** card.

5. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, and venue for any proceedings shall be in Montgomery County, Alabama.

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6. **Notice**. Any notice required by this Agreement shall be in writing, by certified mail, to the address of each party first set forth above, or at such other address as may hereafter be designated by either party in writing.

7. **Entire Agreement**. This Agreement contains all the rights, duties and obligations of each party, and this Agreement may not be modified or amended except in writing, signed by both parties.

8. **Use of County Seal**. For the consideration to be paid by **FMC** under this Agreement, **COUNTY** grants to **FMC**, and **FMC** accepts, a nonexclusive, nontransferable, limited and revocable license to use the **County Seal** in connection with the ***Coast2Coast Rx*** discount prescription card program as described in this agreement, and specifically, but not by way of limitation, that **FMC** has the right to use the **County Seal** on the discount card, the private label website for the **COUNTY** created by **FMC**, and in **FMC's** marketing materials, including the letter to participating pharmacies and pick up locations.

9. **Hold Harmless and Indemnification.** The Contractor shall hold the County harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this agreement.

10. **Initial Dispute Resolution.** If a dispute arises out of or relates to this **AGREEMENT** or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution.

11. **Final Dispute Resolution.** Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the **MONTGOMERY COUNTY COMMISSION** and FMC.

6-4

12. **IN WITNESS WHEREOF** the parties have hereunto signed this Agreement on behalf of the corporate entity for which they have legal authority to enter into.

Financial Marketing Concepts, Inc.	MONTGOMERY COUNTY
By:________________________	By:________________________
Edward W. Rahn	________________________
Its: President	Its: ____________________

6.5

Schedule "A"
ROYALTY

1. ***Coast2Coast Rx* Card**. **FMC** has offered the opportunity for **COUNTY** to provide its residents, at no cost to **County**, with **FMC's** ***Coast2Coast Rx*** free discount card, and **FMC** agrees to pay **County** a royalty as listed in (2) below.

2. **Royalty Paid to County**. Except as provided in paragraph 3 hereof, every time a member purchases a prescription through a participating pharmacy that results in a paid claim using the **County's** unique code and **FMC** receives compensation for that prescription ("paid claims"), **FMC** will pay **COUNTY $1.00 ($1.00)** on monthly paid claims; When the monthly paid claims exceed 1% net of the county population, **FMC** will pay **COUNTY one dollar and twenty-five cents ($1.25)** on monthly paid claims.

The Royalty will be paid at its full rate as listed above, so long as **COUNTY** has not endorsed another discount prescription card after the execution of this Agreement, or terminated this Agreement. In the event **COUNTY** does execute an agreement with another discount prescription card after the execution of this Agreement, or does terminate this agreement, then **FMC** will reduce the Royalty listed in Schedule "A" to twenty-five cents ($.25) for every prescription filled that results in a paid claim to **FMC** under the **County** code.

Royalties will be paid in the month following the month in which the prescriptions were filled, so that prescriptions filled during September will be paid at the end of October, and so on.

FMC Initials ______

County Initials ______

6-6

NACO National Association of Counties
The Voice of America's Counties

Agenda
NOV - 7 2011

Date: 09/12/2011

Invoice #: 79153

ID: 000001101O

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

REMITTANCE ADDRESS:

P.O. BOX 79007
Baltimore, MD 21279-0007
EIN# 53-0190321
Please Contact NACo with questions about this charge at (202)942.4291 / Fax: (202)393.2630

INVOICE

DATE	DESCRIPTION	AMOUNT
	Montgomery County **County Membership Dues** **01/01/2012 - 12/31/2012** *2012 Dues remain the same for a fifth year in a row per the NACo Board of Directors. Thank you for your membership in NACo!* *NACo Membership is a tremendous value! Take advantage of the many ways that NACo membership saves you money, time and resources including the NACo Prescription Discount Card Program and free information, education and training through free webinars which allow any county staff member to attend a session without leaving their office. NACo even offers all publications free exclusively to our members! NACo also offers County News, eNews, Conferences, Grants Information, Research, and so much more!* *If you need additional information, please contact Ilene Manster, Membership Coordinator, at 888.407.NACo (6226) x291 or e-mail imanster@naco.org.*	
	Total:	$4,745.00
	Less Amount Paid:	$-0.00
	TOTAL	$4,745.00

▼ PLEASE RETURN WITH PAYMENT ▼

ID: 000001101O

Montgomery County
P.O. Box 1667
Montgomery, AL 36102-1667

Date: 9/12/2011

Invoice #: 79153

$4,745.00

NACo
P.O. BOX 79007
BALTIMORE, MD 21279-0007

7-1

MONTGOMERY COUNTY COMMISSION
Office of Public Affairs
101 S. Lawrence Street, Montgomery, AL 36104 Tel. (334) 832-1270 Fax (334)-832-2533

Agenda
NOV - 7 2011

October 18, 2011

To: Donald L. Mims

From: DiDi Henry

Re: Public Relations Council of Alabama – Montgomery Chapter Dues

I am requesting that the Commission approve the payment of my annual dues to PRCA-Montgomery for 2012. The membership includes online webinars, newsletters, conferences and information for public relations professionals that can only be obtained through membership to the organization. The dues are $285.00 a year. I have attached an invoice.

Thank you for your consideration.

8-1

INVOICE

PRCA
Public Relations Council of Alabama

Montgomery Chapter

P.O. Box 242758

Montgomery, AL 36124

INVOICE # 12-003
DATE: OCTOBER 17, 2011

TO DiDi Henry
Montgomery County Commission

VP OF MEMBERSHIP	JOB	PAYMENT TERMS	DUE DATE
Meg Lewis	2012 Membership Dues	Due on receipt	Upon Receipt

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	PROFESSIONAL DEVELOPMENT MEMBERSHIP DUES - PRCA 2012 Please mail your payment to: PRCA Montgomery Chapter P.O. Box 242758 Montgomery, AL 36124		$285.00
		SUBTOTAL	285.00
		SALES TAX	
		TOTAL	285.00

Make all checks payable to PRCA.

THANK YOU FOR YOUR MEMBERSHIP!

8-2

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
NOV - 7 2011

November 7, 2011

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:

**C-2012-6: Rescind Appropriation to Have a Heart for Special Children, Inc., for Annual Christmas Party, for Special Needs Children - $3,000; (Dean-$500, Ingram-$500, Polizos-$1,000 and Williams-$1,000)

NOTE: **To change the initial authorization to the correct Corporate name.**

C-2012-14: Have a Heart 4 Children, Inc., for Annual Christmas Party, for Special Needs Children - $3,000; (Dean-$500, Ingram-$500, Polizos-$1,000 and Williams-$1,000)

C-2012-15: Renascence, Inc., to Help Non-Violent, Male Ex-Offenders Make a Successful Transition from Prison into the Community - $500; (Wilson)

NC-2012-5: Senior Citizens Christmas Luncheon at King Hill Community Center - $975.00; (Williams)

NC-2012-6: Senior Citizens Christmas Luncheon for Richardson Terrace - $975.00; (Williams)

NC-2012-7: Senior Citizens Christmas Dinner at Gibbs Village Community Center - $487.50; (Williams)

NC-2012-8: Senior Citizens Christmas Luncheon at Flatwood Community Center, for Flatwood Seniors - $975.00; (Williams)

9-1

NC-2012-9:	Senior Citizens Christmas Dinner at Flatwood Community Center, for Montgomery Community Action Agency - $975.00; (Williams)
NC-2012-10:	Montgomery County Recreation Department, for Expenses Regarding the Snowdoun Park Dedication - $300; (Ingram)
NC-2012-11:	BOE, Robert E. Lee High School, for Choral Program - $500; (Dean)
NC-2012-12:	BOE, Carver Elementary School, for Principal's Discretionary Fund - $500; (Dean)
NC-2012-13:	BOE, Floyd Middle Magnet School, for Principal's Discretionary Fund - $500; (Dean)
NC-2012-14:	BOE, Floyd Elementary School, for Principal's Discretionary Fund - $500; (Dean)
NC-2012-15:	BOE, Davis Elementary School, for Principal's Discretionary Fund - $500; (Dean)
NC-2012-16:	BOE, Catoma Elementary School, for Principal's Discretionary Fund - $500; (Dean)
NC-2012-17:	BOE, Martin L. King Elementary School, for Principal's Discretionary Fund - $500; (Dean)
NC-2012-18:	BOE, Southlawn Elementary School, for Principal's Discretionary Fund - $500; (Dean)
NC-2012-19:	BOE, Southlawn Middle School, for Principal's Discretionary Fund - $500; (Dean)
NC-2012-20:	BOE, Hayneville Road Elementary School, for Principal's Discretionary Fund - $500; (Dean)
NC-2012-21:	BOE, Sidney Lanier High School, for Principal's Discretionary Fund - $500; (Dean)

NC-2012-22: BOE, Pintlala Elementary School, for Principal's Discretionary Fund - $500; (Dean)

NC-2012-23: BOE, Carver Senior High School, for Principal's Discretionary Fund - $500; (Dean)

NC-2012-24: BOE, Bellingrath Junior High School, for Principal's Discretionary Fund - $500; (Dean)

NC-2012-25: BOE, E. D. Nixon Elementary School, for Choir; c/o Sandra Ware - $500; (Dean)

NC-2012-26: BOE, Johnnie R. Carr Junior High School, for Principal's Discretionary Fund; -$500; (Dean)

NC-2012-27: Alabama State University, Department of Athletics, for Baseball Camp, Attn: Coach Larry Watkins - $500; (Dean)

NC-2012-28: Alabama State University, Department of Athletics, for Tennis Camp, Attn: Coach Bernard Sewell - $500; (Dean)

NC-2012-29: Alabama State University, Department of Athletics, for Men's Basketball Camp, Attn: Lewis Jackson - $500; (Dean)

NC-2012-30: Alabama State University, Department of Athletics, for Ladies' Basketball Camp, Attn: Coach Freda Jackson - $500; (Dean)

NC-2012-31: Alabama State University, for Alabama State University Marching Band Camp, Attn: James Oliver - $500; (Dean)

NC-2012-32: Alabama State University, Department of Athletics, for Football Camp, Attn: Coach Reggie Barlow - $500; (Dean)

NC-2012-33: Alabama State University, Department of Athletics, for Track Camp, Attn: Track Coach - $500; (Dean)

** Rescind

DLM/tll

9.3

Agenda

NOV - 7 2011

MEMORANDUM

TO: Donald L. Mims, Administrator

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

DATE: November 2, 2011

SUBJECT: Invitation to Bid No. 51100-11B-028, Exterior Weatherization for Montgomery County Courthouse, Annex I – PH&J #0818-GVF

Request approval of award on the above referenced bid to low bid of Summit Waterproofing, Inc., for the amount of $149,000.00, be placed on the agenda for the County Commission meeting on November 7, 2011. (copy of spread sheet attached)

Coordination of award made with Mr. Patrick T. Addison, AIA, PH&J Architects, Inc.

Attachment

10-1

PH&J architects inc.
Founded 1957 Pearson, Humphries, & Jones Architects
P.O. Box 215 Montgomery, Alabama 36101
807 S. McDonough Street Montgomery, Alabama 36104
Telephone (334) 265-8781 Fax (334) 265-9208

PH&J # 0818GVF

TABULATION OF BIDS

Project: Exterior Weatherization For
Montgomery County Courthouse Annex 1 Montgomery, AL

Time & Date: 2:00 PM (local prevailing time), Thursday October 20, 2011

Place: Purchasing Department in the Montgomery County
Courthouse Annex 1, Montgomery, Alabama

CONTRACTOR	BASE BID	REMARKS
E Marshall LTD	NO BID	
J.J. Morley Enterprises*	$ 198,711.00	None
Pemberton, Inc.	$ 385,000.00	None
Phoenix Coatings, Inc.*	$ 389,000.00	None
Summit Waterproofing, Inc.*	$ 149,000.00	No corporate seal on Proposal Form
The Lathan Company, Inc.	$ 349,163.00	None

We certify that sealed bids for this project were publicly opened and read aloud at the time and place indicated, and that this is a true and correct tabulation of bids received.

*** Attended pre-bid conference 10/13/11**

By: Patrick Addison
Patrick Addison, Vice President

Notary: Kristie D. Hutto
Kristie Hutto

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 10, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

10.2

PH&J architects inc.
Founded 1957 • Pearson, Humphries & Jones Architects
807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA
Harrell G. Gandy, AIA
J. Roland Pond, AIA
Renis O. Jones, III, AIA
E. Griffin Harris, AIA
C. Curtis Russell, AIA
John R. Gandy, AIA
Patrick T. Addison, AIA

Wednesday, November 02, 2011

Mr. John Mitchell
Montgomery County Commission, Alabama
Post Office Box 1667
Montgomery, AL 36102-1667

RE: Exterior (Stone) Weatherization at the Montgomery County Courthouse Annex I for the Montgomery County Commission - Montgomery, Alabama
PH&J #0818-GVF

Mr. Mitchell:

On Thursday October 20, 2011, bids were received and publicly opened and read for the Exterior (Stone) Weatherization at the Montgomery County Courthouse – Annex I. The result of these bids had Summit Waterproofing, Inc. being the lowest bidder.

We feel we had a very successful bid, the bids were good and clean and we would recommend that the County enter into a contract with **Summit Waterproofing, Inc.** for the above referenced project in the amount of $149,000.00 for the work shown in the construction documents.

If you have any questions, I will be happy to discuss these recommendations further.

Sincerely,

Patrick T. Addison, AIA

Cc: Patricia Silas, File

Agenda

NOV - 7 2011

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: October 28, 2011

SUBJECT: Invitation to Bid No. 53100-11B-031,
Landscape Maintenance at Montgomery
Industrial Park (Engineering)

Request approval of award on the above referenced bid to the low bid of Central Alabama Landcare, for an annual amount of $11,995.00, be placed on the agenda for the County Commission meeting on November 7, 2011. (copy of spread sheet attached)

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

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

Attachment

11-1

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 53100-11B-031 ISSUED: OCTOBER 4, 2011 OPENED: OCTOBER 20, 2011 ENGINEERING DEPT. TERMS OF PAYMENT / DISCOUNT:				CENTRAL ALABAMA LANDCARE; ATTN: BRIAN SANDERSON; PHONE#299-5390; FAX#279-5472		VINSON LANDSCAPE; ATTN: JEREMY VINSON; PHONE#202-3322; FAX#270-4289		RUDOLPHS LAWN & JANITORIAL - ATTN: RAYMOND RUDOLPH; PHONE #286-0006- FAX #356-1974		OUTDOOR OBSESSIONS - CRAIG JOHNSON - PHONE#850-0651; FAX#562-3420		DAVIS ENTERPRISES - ATTN: ROBERT DAVIS - PHONE #201-5530; FAX#290-3412	
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
	LANDSCAPE	YR	1	$11,995.00	$11,995.00	$16,140.00	$16,140.00	$17,686.00	$17,686.00	$25,950.00	$25,950.00	$35,225.00	$35,225.00
	MAINTENANCE												
	MONTGOMERY												
	INDUSTRIAL												
	PARK												
	ANNUAL PRICE												
	46 BIDS MAILED												
TOTAL BID AMOUNTS					$11,995.00		$16,140.00		$17,686.00		$25,950.00		$35,225.00

Note PAGE 1

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Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 6		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 53100-11B-031				BTOPS LANDSCAPING, INC. - JAMES BENNETT - PHONE #262-2307; FAX#262-4544									
ISSUED: OCTOBER 4, 2011													
OPENED: OCTOBER 20, 2011													
ENGINEERING DEPT.													
TERMS OF PAYMENT / DISCOUNT:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	LANDSCAPE	YR	1	$78,500.00	$78,500.00								
	MAINTENANCE												
	MONTGOMERY												
	INDUSTRIAL												
	PARK												
	ANNUAL PRICE												
	46 BIDS MAILED												
TOTAL BID AMOUNTS					$78,500.00								

Note PAGE 2

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SPRTSHTLANDSCAPEINDUSTRIALPAGE2

Agenda
NOV - 7 2011

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: October 31, 2011

SUBJECT: Invitation to Bid No. 52200-11B-032,
Security Guard Services for Inmates
(Detention & Youth Facility)

Request approval of award on the above referenced bid to the over-all low bid of M.A.S.T.E.R.S. Security Forces, Inc., for an amount of $41.22, based on hourly prices for regular ($13.74), unscheduled ($13.74), and holiday ($13.74) hours be placed on the agenda for the County Commission meeting on November 7, 2011. (copy of spread sheet attached)

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

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

Attachment

12-1

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				**BID # 1**		**BID # 2**		**BID # 3**		**BID # 4**		**BID # 5**	
BID NO. 52200-11B-032				VETS SECURING AMERICA - ATTN: GERALD A. GREGORY - PHONE #(210) 299-7623; FAX#(210) 299-7624		DSI SECURITY - ATTN: BOYD CLARK - PHONE#(334) 793-5720; FAX#(334) 793-9111		MSF, INC. - ATTN: JACQUES L. MARSH - PHONE#(334) 414-4444; FAX#(334) 649-2759		TWIN CITY SECURITY, LLC - ATTN: JASON S. JENKINS - PHONE#(334) 749-8385; FAX#(334) 749-3746		WORKABLE SOLUTIONS - ATTN: TYRON WORKS - PHONE#(334) 262-0432; FAX#(334) 262-0432	
ISSUED: OCTOBER 7, 2011													
OPENED: OCTOBER 25, 2011													
SHERIFF AND YOUTH FACILITY													
TERMS OF PAYMENT / DISCOUNT:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	REGULAR AND												
	SCHEDULED												
	APPOINTMENTS	EA	1	$11.94	$11.94	$13.00	$13.00	$13.74	$13.74	$14.25	$14.25	$20.00	$20.00
2	UNSCHEDULED APPT												
	AFTER HRS/WKENDS	EA	1	$13.98	$13.98	$14.53	$14.53	$13.74	$13.74	$15.50	$15.50	$25.00	$25.00
3	HOLIDAYS	EA	1	$16.71	$16.71	$19.50	$19.50	$13.74	$13.74	$15.50	$15.50	$25.00	$25.00
	INMATE GUARD												
	SERVICE - SHERIFF												
	AND YOUTH FAC.												
	19 BIDS MAILED												
TOTAL BID AMOUNTS					**$42.63**		**$47.03**		**$41.22**		**$45.25**		**$70.00**

Note PAGE 2

12.2

Agenda
NOV - 7 2011

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: November 2, 2011

SUBJECT: Invitation to Bid No. 52200-11B-034,
Sheriff's Office Uniforms, Accessories
and Leather

Request approval of award on the above referenced bid to the over-all low bid and only bidder quoting all items, Azar's Uniforms, for an amount of $54,006.25, based on quantities of 25 each, be placed on the agenda for the County Commission meeting on November 7, 2011. (copy of spread sheet attached)

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

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

Attachment

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 52200-11B-034 ISSUED: OCTOBER 14, 2011 OPENED: OCTOBER 27, 2011 SHERIFF'S OFFICE TERMS OF PAYMENT / DISCOUNT:				AZAR'S UNIFORMS - ATTN: MARK AZAR - PHONE #244-1133; FAX #244-9995		GULF STATES DISTRIBUTORS - ATTN: THERESA FLOYD - PHONE# 271-2010; FAX#299-9267		SUPERIOR UNIFORM - NO BID					
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
	UNIFORMS												
1	SHIRT: LS	EA	25	$48.00	$1,200.00	NO	BID						
2	SHIRT - SS	EA	25	$45.00	$1,125.00								
3	TROUSER: MEN	EA	25	$49.00	$1,225.00								
4	SHIRT: LS	EA	25	$48.00	$1,200.00								
5	SHIRT: SS	EA	25	$45.00	$1,125.00								
6	TROUSER: WOMEN	EA	25	$49.00	$1,225.00								
7	JACKET: BRN/BLK	EA	25	$99.00	$2,475.00								
8	JACKET: BLACK	EA	25	$94.00	$2,350.00								
9	GOLF SHIRTS LS	EA	25	$39.75	$993.75								
10	GOLF SHIRTS SS	EA	25	$44.50	$1,112.50								
11	TACTICAL SHIRT: SS	EA	25	$44.50	$1,112.50								
12	TACTICAL SHIRT: LS	EA	25	$44.50	$1,112.50								
13	TACTICAL SHIRT: SS	EA	25	$44.50	$1,112.50								
14	TACTICAL SHIRT; LS	EA	25	$44.50	$1,112.50								
15	TACTICAL PANTS	EA	25	$44.50	$1,112.50								
16	WINDBREAKER;	EA	25	$26.00	$650.00								
17	T-SHIRTS	EA	25	$12.50	$312.50								
TOTAL BID AMOUNTS													

Note PAGE 1

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Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 52200-11B-034				AZAR'S UNIFORMS - ATTN: MARK AZAR - PHONE #244-1133; FAX #244-9995		GULF STATES DISTRIBUTORS - ATTN: THERESA FLOYD - PHONE# 271-2010; FAX#299-9267		SUPERIOR UNIFORM - NO BID					
ISSUED: OCTOBER 14, 2011													
OPENED: OCTOBER 27, 2011													
SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
18	UTILITY UNIFORM;	EA	25	$22.50	$562.50	NO	BID						
19	SHIRTS: TWO POCK	EA	25	$44.50	$1,112.50								
20	SHIRTS: TWO POCK	EA	25	$44.50	$1,112.50								
21	BDU PANTS	EA	25	$40.00	$1,000.00								
	UNIFORM ACCESS												
1	TIES: MEN	EA	25	$6.00	$150.00								
2	HATS: STRAW	EA	25	$84.00	$2,100.00								
3	BALLCAPS	EA	25	$13.50	$337.50								
4	BADGE; ALA SEAL	EA	25	$72.00	$1,800.00	$58.90	$1,472.50						
5	BADGE: ALA SEAL	EA	25	$72.00	$1,800.00	$68.90	$1,722.50						
6	NAME TAG	EA	25	$21.00	$525.00	$15.90	$397.50						
7	COLLAR BRASS	EA	25	$20.00	$500.00	$14.90	$372.50						
8	BOOTS: MEN	EA	25	$88.00	$2,200.00	$65.00	$1,625.00						
9	BOOTS: WOMEN	EA	25	$88.00	$2,200.00	$65.00	$1,625.00						
10	SHOES: MEN	EA	25	$84.00	$2,100.00	$83.00	$2,075.00						
11	SHOES: WOMEN	EA	25	$84.00	$2,100.00	$83.00	$2,075.00						
12	SHOES: MEN	EA	25	$69.00	$1,725.00	NO	BID						
13	SHOES: WOMEN	EA	25	$69.00	$1,725.00								
TOTAL BID AMOUNTS													

Note PAGE 2

13-3

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 52200-11B-034 ISSUED: OCTOBER 14, 2011 OPENED: OCTOBER 27, 2011 SHERIFF'S OFFICE TERMS OF PAYMENT / DISCOUNT:				AZAR'S UNIFORMS - ATTN: MARK AZAR - PHONE #244-1133; FAX #244-9995		GULF STATES DISTRIBUTORS - ATTN: THERESA FLOYD - PHONE# 271-2010; FAX#299-9267		SUPERIOR UNIFORM - NO BID					
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
	LEATHER												
14	BELT:	EA	25	$42.00	$1,050.00	$29.00	$725.00						
15	BELT:	EA	25	$22.00	$550.00	$7.75	$193.75						
16	HOLSTER: DUTY	EA	25	$119.00	$2,975.00	$92.00	$2,300.00						
17	MAGA. CARRIER	EA	25	$36.00	$900.00	$25.90	$647.00						
18	BATON HOLDER	EA	25	$18.00	$450.00	$14.90	$372.00						
19	FLASHLIGH CARR	EA	25	$12.00	$300.00	$7.90	$197.50						
20	FLASHLIGH CARR	EA	25	$36.00	$900.00	$5.90	$147.50						
21	HANDCUFF CASE	EA	25	$26.00	$650.00	$18.90	$472.50						
22	MACE HOLDER	EA	25	$22.00	$550.00	$25.50	$637.50						
23	BELT: PLAIN BLAC	EA	25	$13.00	$325.00	$9.80	$245.00						
24	OUTER BELT	EA	25	$34.00	$850.00	$19.50	$487.50						
25	HANDCUFF CASE	EA	25	$18.00	$450.00	$14.90	$372.50						
26	MACE HOLDER	EA	25	$18.00	$450.00	$18.50	$462.50						
TOTAL BID AMOUNTS					54006.25		18625.25						

Note PAGE 3

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SPRTSHTSHERIFFUNIF#4

Agenda

NOV - 7 2011

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 2

DEPARTMENT:	County Comm Appropriatio	REVIEWED:	S. Thomas	10/13/2011
DATE:	10/13/2011	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
City of Montgomery	001-56300.426	108,063	52,500	160,563
Envision 2020	001-51955.438	15,000	-15,000	0
Misc In-House Appropriations	001-59310.498	93,383	-37,500	55,883
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	216,446	0	216,446

JUSTIFICATION:

Appropriation to the City of Montgomery for Indigent Health Care.

14-1

Agenda

NOV - 7 2011

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 4

DEPARTMENT: County Commission Appropriations	REVIEWED:	S. Thomas	10/13/2011
DATE: 10/13/2011	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
River Region Health Care Center	001-56301.498	0	295,762	295,762
Fund Balance	001.35900		-295,762	
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	0	0	295,762

JUSTIFICATION:
In 2010 the County budgeted it's $1,000,000 commitment for the construction of the River Region Health Care Center. During FY 2010 and 2011 $704,238 was expended on the project. This budget change is to carryover the unspent portion to the 2012 budget for the project expenditures.

14.2

Agenda
NOV - 7 2011

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 1

DEPARTMENT:	Information Systems	REVIEWED: S. Thomas	10/7/2011
DATE:	10/7/2011	Finance Director	Date
REQUESTED BY:	Lou Ialacci	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Other Communication Service	001-51965.256	0	65,675	65,675
Fund Balance	001.35900		-65,675	
	TOTAL	0	0	0

JUSTIFICATION:
Balance of funds for the development of the Sheriff's Office Public Safety computer system. This project was budgeted in 2011 from NEC settlement proceeds, this represents the balance not expended in 2011.

15-1

Agenda
NOV - 7 2011

MEMORANDUM

TO: Donald Mims
County Administrator

FROM: Barbara M. Montoya BM
Personnel Director

DATE: October 20, 2011

SUBJECT: Position Fill Request

In July of this year we requested your approval to fill the vacant Administrative Secretary position in our office with a Clerk IV. Unfortunately, the employee we planned to promote decided to accept a job with another department. We now have four vacant positions, or 25% of our total staff. While we have been able to accomplish the day to day responsibilities through existing staff, this leaves us extremely shorthanded when we have to give tests, attend job fairs or have more than one or two of our support staff out for any length of time. The Administrative Secretary is responsible for all Personnel Board agendas and minutes and checking all personnel forms and payrolls for conformance to Personnel Rules and Regulations. This employee also oversees all records management, including supervising the records clerk. This employee conducts administrative research in response to lawsuits or public records requests.

We believe it is critical to the future efficient operation of this department that we fill this key job in our organization. Therefore, I am requesting your approval to fill the vacant Administrative Secretary position as soon as possible. This position was approved in our current budget, with a salary range of $34,563 - $49,201.

Thank you for your continued support and assistance.

C: Lloyd Faulkner

16-1

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 Montoya

SUPERVISOR: ______________________________

1. POSITION TITLE: ___ Administrative Secretary

POSITION NUMBER: _________ Class Code 0008

PROPOSED EFFECTIVE DATE: _ 11/14/2011

TYPE OF APPOINTMENT X Permanent ____Temporary

RECRUITING

____ PROMOTIONAL REGISTER ____ TRANSFER

X OPEN COMPETITIVE ____ REEMPLOYMENT

PAY GRADE: A06 step 1

Barbara M. Montoya 10.20.11

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 ________

16-2

POSITION FILL REQUEST ORIGINAL

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

Agenda
NOV - 7 2011

1. Position Title Corrections Officer

   Position Number 045

   Proposed Effective Date October 3, 2011

   Type of Appointment (X) Permanent ( ) Temporary

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

   Pay Grade Corrections Officer Trainee - $28,393 PCT
   Corrections Officer - $29,569 - $42,093 Grade PC1

D T Marshall
Department Head KH

Date September 29, 2011

---

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 __________

17-1

POSITION FILL REQUEST ORIGINAL

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

Agenda
NOV - 7 2011

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer

   Position Number 180

   Proposed Effective Date October 3, 2011

   Type of Appointment (X) Permanent ( ) Temporary

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

   Pay Grade Corrections Officer Trainee - $28,393 PCT
   Corrections Officer - $29,569 - $42,093 Grade PC1

D T Marshall
Department Head RH

Date September 29, 2011

---

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 ____________

17-2

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

Agenda

NOV - 7 2011

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer

   Position Number ____________________

   Proposed Effective Date October 3, 2011

   Type of Appointment (X) Permanent ( ) Temporary

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

   Pay Grade Corrections Officer Trainee - $28,393 PCT
   Corrections Officer - $29,569 - $42,093 Grade PC1

D. T. Marshall

Department Head Date September 29, 2011

---

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 ____________

17-3

POSITION FILL REQUEST ORIGINAL

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

Agenda

NOV - 7 2011

1. Position Title Corrections Officer, Sergeant

   Position Number 061

   Proposed Effective Date October 3, 2011

   Type of Appointment (X) Permanent ( ) Temporary

   Recruiting

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

   Pay Grade $37,035 - $52,721 (PC3)
   Pay Step to be based upon City and County of Montgomery Personnel Board Rules and Regulations, Rule VI, Section 10 (A-promotions)

D T Marshall
Department Head

Date September 29, 2011

---

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 ________

17-4

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

Agenda

NOV - 7 2011

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer, Corporal

   Position Number ______________________

   Proposed Effective Date October 3, 2011

   Type of Appointment (X) Permanent ( ) Temporary

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

   Pay Grade $31,837 - $45,321 (PC2)
   Pay Step to be based upon City and County of Montgomery Personnel Board Rules and Regulations, Rule VI, Section 10 (A-promotions)

D T Marshall
Department Head XH Date September 29, 2011

---

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 ____________

17-5

Montgomery County
Youth Facility

Agenda
NOV - 7 2011

Memo

To: Mr. Donnie Mims

From: Bruce R. Howell, Juvenile Court Administrator BRH

Date: November 3, 2011

Re: Youth Facility Vacancies

We currently have a Detention Officer vacancy created by the recent retirement of Mrs. Marion Giles. This is a critical position in our detention area and I am asking that this position be placed on the 11/7/11 formal agenda for approval.

There is also a need to refill a detention officer (rover) position which was created by the retirement of Mr. Grover Carter last fiscal year. This position is essential in filling day-to-day "holes" when detention staff takes leave. I am asking that this position be placed on the 11/7/11 formal agenda for approval.

Additionally, I am asking to fill two part-time relief detention officer positions. These positions were approved in May of 2011 (see attached memo). This will help eliminate overtime hours our current part-timers are working. I am asking that these positions be placed on the 11/7/11 formal agenda for approval.

Finally, we have a cook vacancy in detention. This position is our swing position which fills in when one schedule or the other is on their two or five days off. I am requesting that I be allowed to promote our part-time cook to fill this full-time vacancy. This is a necessary position as we only have two part-time cooks and one is currently working 40 hours to fill this vacancy. I am asking that this position be placed on the 11/7/11 working agenda.

Thank you for your consideration!

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 Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Detention Director

1. POSITION TITLE: Juvenile Detention Officer

POSITION NUMBER: 900300004

PROPOSED EFFECTIVE DATE: 10/31/2011

TYPE OF APPOINTMENT () Permanent (X) Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: PC1 ($29,569/$1,137.28/$14.2160)

______________________ 10/18/2011
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 ______

18-2

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 Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Detention Director

1. POSITION TITLE: Juvenile Detention Officer

POSITION NUMBER: 900300007 (to replace Marion Giles)

PROPOSED EFFECTIVE DATE: 10/31/2011

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: PC1 ($29,569/$1,137.28/$14.2160)

Bruce R. Howell

Department Head ________ 10/18/2011 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 ________

18-3

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 Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Detention Director

1. POSITION TITLE: Relief Juvenile Detention Officer

POSITION NUMBER: 910300003

PROPOSED EFFECTIVE DATE: 10/31/2011

TYPE OF APPOINTMENT () Permanent (X) Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: PC1 ($29,569/$1,137.28/$14.2160)

Bruce R. Howell

Department Head

10/18/2011
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 ________

18.4

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 Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Detention Director

1. POSITION TITLE: Relief Juvenile Detention Officer

POSITION NUMBER: 910300004

PROPOSED EFFECTIVE DATE: 10/31/2011

TYPE OF APPOINTMENT () Permanent (X) Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: PC1 ($29,569/$1,137.28/$14.2160)

Bruce R. Howell
Department Head

10/18/2011
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

NOV - 7 2011

Montgomery County Commission
Travel / Training Request Approval

Request # 3

Date: October 31, 2011

To: Donald L. Mims, Administrator

From: Janet Buskey, Revenue Comm

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: February 8, 2012 Return Date: February 10, 2012

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: Tax Sales and Redemptions

Traveler (s) Name:
1. Janet Buskey
2. Allyson Holland
3.
4.
5.
6.

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

Total (est.) Cost: $400.00 Advance Registration Required: $400.00

Department Name: Revenue Fund Name: General Fund

Additional Comments: Cost includes registration.

To: Janet Buskey, Revenue Comm

From: Donald L. Mims, Administrator

The above request is app. 11/07/11 reimbursement of actual and necessary expenses in the approximate amount of $400.00 and advance registration of $400.00 is authorized.

To be completed by the Finance Department	
Fund Code:	001-51500.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$3,400.00
Approved Requests:	$800.00
Budget Available:	$2,600.00
Current Requests:	$400.00
Budget Balance:	$2,200.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/31/2011

cc: Finance Director / Buyer

19-1

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C
Agenda
NOV - 7 2011

Request # 3

Date: November 1, 2011
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Guntersville, AL
Departure Date: January 24, 2012 Return Date: January 27, 2012
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend ACCMA 2012 Winter Conference

Traveler (s) Name:
1. Scott Kramer
2.
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	X	Other (Specify)	

Total (est.) Cost: $734.27 Advance Registration Required: $225.00
Department Name: Risk Management Fund Name: General Liability
Additional Comments: Mileage - $174.27; Registration - $225.00; Hotel - $260.00; Meals- 75.00

To: Scott Kramer, Risk Manager
From: Donald L. Mims, Administrator

The above request is app. 11/07/11 reimbursement of actual and necessary expenses in the approximate amount of $734.27 and advance registration of $225.00 is authorized.

To be completed by the Finance Department

Fund Code:	007-51120.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$15,000.00
Approved Requests:	$481.07
Budget Available:	$14,518.93
Current Requests:	$734.27
Budget Balance:	$13,784.66

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 11/1/2011
cc: Finance Director / Buyer

19-2

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

NOV - 7 2011

November 3, 2011

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Consider Board Member Appointment to the City/County Personnel Board

At the last County Commission meeting, the Board Member Appointment to the City/County Personnel board was on the agenda and the Commission agreed to carry over this item to the next meeting.

This item has been placed on the agenda for November 7, 2011.

DLM/tn

20-1

Updated 10/2010

Personnel Board, City-County

Members:		**Term Expires:**
* Charles Paterson 2611 Fernway Drive Montgomery, AL 36111 Home: 265-1411 Work: 834-6500	(County)	10/1/2016
Johnny Baker 2277 Semmes Drive Montgomery, AL 36106 Home: 272-9405 Work: 262-7773	(Courts)	10/1/2011
Benita Froemming (Chairman)	(City)	10/1/2001

NOTE: Although Ms. Froemming's term expired 10/1/2001, she will continue to serve on the Board as the City's Representative until the city deems it appropriate to take action on this matter.

Term: 6 years

20-2