

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

OCTOBER 22, 2012

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:

Community Economic Development Coordinator Clare Watson with the City of
Montgomery
Public Information Officer Robert M. Horton, Jr. with the Alabama Department of
Veterans Affairs
Alabama Red Ribbon Coalition Executive Director David Peterson
President Randy George with the Montgomery Area Chamber of Commerce

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Vice Chairman Ingram

Pledge of Allegiance Led By Commissioner Polizos

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of October 9, 2012

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

PRESENTATION:

Presentation by President of Montgomery Area Chamber of Commerce Randy George

NEW BUSINESS:

1. Consider Resolution Authorizing the Organization Meeting of the Montgomery County Commission on Wednesday, November 14, 2012, County Commission
2. Consider Continuation of Previous Grant with ADECA, for the Montgomery County Violence Against Women Prosecution Unit, Interagency Agreement, Agency Match Agreement, and Related Resolution of Applicant for Matching Funds, District Attorney's Office
3. Consider Professional Services Contracts for the E.V.E.N. Program Providers, Community Corrections
4. Consider Amendment Number 4 to Contract Number 51100-09C-018 with Callen Montgomery, dba/B.A.T.S. Security Regarding Security Guard Service for Probate/Revenue Offices, County Commission
5. Consider Agreement with District Attorney, 15th Judicial Circuit, Montgomery County Commission, Montgomery County Department of Human Resources and the Department of Human Resources of the State of Alabama, Regarding Child Support Enforcement, District Attorney's Office
6. Consider Verizon Wireless In-Building Agreement, Information Systems
7. Consider Payment of 2012-2013 Membership Dues to the Association of County Commissions of Alabama (ACCA), County Commission
8. Consider Payment of 2013 Membership Dues to the Association of County Administrators of Alabama (ACAA) for Administrator Donald L. Mims and Deputy Administrator John A. Mitchell, Sr., County Commission
9. Consider Payment of 2012-2013 Membership Dues to the Alabama City/County Management Association (ACCMA) for Administrator Donald L. Mims, Deputy Administrator John A. Mitchell, Sr. and Risk Manager Scott Kramer, County Commission
10. Consider Payment of 2013 Membership Dues to the National Association of Counties (NACo), County Commission

11. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
12. Consider Bid Award for Clean Saturday Trash Pick-Up Service, Bid Number 51100-12B-024, County Commission
13. Consider Budget Change Request Number 3, County Commission Appropriations
14. Consider Budget Change Request Number 4, County Commission Appropriations
15. Consider Position Fill Request for Corrections Officer Trainee/Corrections Officer, Position Number 205, Detention Facility
16. Consider Travel/Training Requests (10)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Frank Litchfield with Seay, Seay & Litchfield, P.C
Juvenile Court Administrator Bruce Howell
Grant Writer Leslie York with Central Alabama Regional Planning and Development
Commission

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

OCTOBER 22, 2012

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 5, 2012

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 12, 2012

County Holiday (Veterans Day)

NOVEMBER 19, 2012

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 22, 2012

County Holiday (Thanksgiving Day)

DECEMBER 3, 2012

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 17, 2012

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

PERSONNEL ACTIONS

Fill action continues for 2 Programmer Analyst II's – Information Systems
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 Community Corrections Officer – Community Corrections
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 Case Manager II – 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 18 Correction Officer Trainees – Detention Facility
Fill action continues for 3 Clerk II's – Detention Facility
Fill action continues for 1 Corrections Officer – Detention Facility
Fill action continues for 1 Inmate Grievance/Disciplinary Clerk – Detention Facility
Fill action continues for 1 County Road Equipment Operator III's – Engineering Department
Fill action continues for 1 Road Maintenance Supervisor – Engineering Department
Fill action continues for 1 Bridge Maintenance Supervisor – Engineering Department
Fill action continues for 3 Service Maintenance Worker I's – Personnel Department
Fill action continues for 1 Clerk Typist II – 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 County Archivist – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 5 Deputy Sheriff/Deputy Sheriff Trainee's – Sheriff's Office
Fill action continues for 1 Clerk Typist II – Sheriff's Office
Fill action continues for 1 Fingerprint Classifier – Sheriff's Office
Fill action continues for 2 Emergency Communications Operator I/II – Sheriff's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 1 Relief Cook – Youth Facility
Fill action continues for 1 Clerk Typist II – Youth Facility

October 22, 2012

10-22-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 09-28-12

Check Number	To	Check Number
229472		229517
Total Checks Paid		\$920.00

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

10-22-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-05-12

Check Number	To	Check Number
229520		229589
Total Checks Paid		\$1,125,381.04

CHECK #	PAYEE	AMOUNT	DATE
229518	Postmaster Bulk Mailing	\$ 23,046.71	10/01/12
229519	Postmaster Bulk Mailing	\$ 13,394.22	10/02/12

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

Agenda

OCT 22 2012

10-22-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-05-12

Check Number	To	Check Number
229590		229650
Total Checks Paid		\$422,464.81

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

10-22-12 Meeting

MONTGOMERY COUNTY COMMISSION**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID****CHECKS ARE DATED 10-12-12**

Check Number	To	Check Number
229653		229725
Total Checks Paid		\$400,095.78

CHECK #	PAYEE	AMOUNT	DATE
229651	Stivers Ford Lincoln Mercury	\$ 188,392.00	10/09/12
229652	Montgomery Humane Society	\$ 109,375.00	10/09/12

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

10-22-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-12-12

Check Number	To	Check Number
229727		229848
Total Checks Paid		\$325,174.93

CHECK #	PAYEE	AMOUNT	DATE
229726	WW Grainger	\$ 70.56	10/11/12

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

10-22-12 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 10-19-12

Check Number	To	Check Number
229850		229922
Total Checks Paid		\$972,295.78

CHECK #	PAYEE	AMOUNT	DATE
229849	Capitol Chevrolet Inc.	\$ 33,495.20	10/15/12

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

Agenda

OCT 22 2012

10-22-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-19-12

Check Number	To	Check Number
229923		230014
Total Checks Paid		\$334,306.78

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

MONTGOMERY COUNTY COMMISSION

10/22/12 Meeting

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

Agenda

OCT 22 2012

CHECKS ARE DATED
10/19/12

Payroll Check Number	114129	To	Payroll Check Number	114248	\$ 87,812.24
Direct Deposits					\$ 795,229.10
Payroll Check Number	114249	To	Payroll Check Number	114270	\$ 248,467.24
Direct Deposits					\$ 323,482.28
Federal Deposits					\$ 301,145.27
Total Payroll Paid					\$ 1,756,136.13

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

RESOLUTION

WHEREAS, Alabama Code § 11-3-1 provides that the term of office for county commissioners “shall commence at 12:00 a.m. on the second Wednesday following the general election at which he or she is elected”; and

WHEREAS, in accordance with Alabama Code § 11-3-1, the county commission elected on Tuesday, November 6, 2012, will take office on Wednesday, November 14, 2012, at 12:00 a.m. and;

WHEREAS, in accordance with Alabama Code § 11-3-1 and the Open Meetings Law, the Commission shall establish its regular meeting schedule at the first meeting following the election of county commissions;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize that the organizational meeting of the County Commission shall be held on Wednesday, November 14, 2012, with the Information Session starting at 1:30 p.m. and the Formal Session at 2:00 p.m. This meeting shall serve as a regular county commission meeting.

I hereby certify that the above resolution
was adopted by the Montgomery County Commission,
on this, the 22nd day of October, 2012.

ATTEST:

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

Donald L. Mims, Administrator



DARYL D. BAILEY
CHIEF DEPUTY DISTRICT ATTORNEY

RHONDA B. CAPE
ADMINISTRATIVE ASSISTANT

JERRY N. BLOODSWORTH
CHIEF INVESTIGATOR

Offices of Ellen Brooks

District Attorney Fifteenth Judicial Circuit of Alabama

MONTGOMERY COUNTY COURTHOUSE
251 SOUTH LAWRENCE STREET
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667



(334) 832-2550
FAX (334) 832-1615
www.mc-ala.org/da

Agenda

OCT 22 2012

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Rhonda B. Cape
Administrative Assistant

DATE: October 17, 2012

RE: Violence Against Women Prosecution Grant

The Montgomery County District Attorney's Office is applying to ADECA for a continuation of the Violence Against Women Prosecution Grant. The County Commission serves as the sub grantee. The grant start date will be January 1, 2013. The District Attorney's Office provides the matching funds so there is no cost to the County General Fund.

Please place this grant application request on the Montgomery County Commission agenda for Monday, October 22.

Thank you for your continued support for the VAW Prosecution Unit.

attachment

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">GRANT APPLICATION</td> <td style="width: 50%; text-align: right;">Page 1</td> </tr> <tr> <td colspan="2"> Date Received by LETS Grant # Assigned (Leave Blank) </td> </tr> <tr> <td colspan="2" style="text-align: right;">Form Revised January 10, 2004</td> </tr> </table>	GRANT APPLICATION	Page 1	Date Received by LETS Grant # Assigned (Leave Blank)		Form Revised January 10, 2004	
GRANT APPLICATION	Page 1						
Date Received by LETS Grant # Assigned (Leave Blank)							
Form Revised January 10, 2004							
Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application							
1. Applicant Name Montgomery County Commission Address 101 South Lawrence Street Montgomery, AL 36104 Phone #: (334) 832-1259 Fax # (334) 832-2533 E-Mail	3. Authorizing Official Name Elton N. Dean, Sr., Chairman Title Montgomery County Commission Address 101 South Lawrence Street Montgomery, AL 36104 Phone # (334) 832-1259 Fax # (334) 832-2533 E-Mail						
2. Implementing Agency Name Montgomery County District Attorney Phone # (334) 832-2550	Signature _____ Date: _____						
4. Project Director Name Rhonda B. Cape, Administrative Assistant Address 251 South Lawrence Street Montgomery, AL 36104 Phone # (334) 832-2550 Fax # (334) 832-1615 E-Mail rhondacape@mc-ala.org Signature <i>Rhonda B. Cape</i> Date: 10/17/12	5. Financial Officer Name Sherrill Thomas, Finance Director Address 101 South Lawrence Street Montgomery, AL 36104 Phone # (334) 832-1268 Fax # (334) 832-2533 E-Mail sherrillthomas@mc-ala.org Signature <i>Sherrill R. Thomas</i> Date: 10-18-12						
6. Type of Application ☐ Original ☒ Continuation of Previous Grant Number: 11-WF-PR-007	7. Program Under Which Application is Made Violence Against Women Act						
8. Project Start Date (Estimated) 1-Jan-13	9. Project Ending Date (Estimated) 31-Dec-13						
10. Does this application require a prior cost approval? ☒ Yes ☐ No							
11. Name of the Project (Brief Descriptive Title) Montgomery County Violence Against Women Prosecution Unit	12. Grant Funds Requested \$ 90,000.00						
13. Will other Federal Support be available for any part of this project? ☐ Yes ☒ No (If yes, identify and explain on Page 9)	14. Total Project Duration (in Months) 12						
15. Project Summary: (Suitable for a news release pertaining to this project) (Attached)							

PROJECT SUMMARY

The mission of the Violence Against Women Prosecution Unit reflects the specific missions of the Violence Against Women Act (VAWA): (1) reformation of the criminal justice system; (2) change in public attitudes; and (3) the establishment of a community-based response.

The Violence Against Women Prosecution Unit includes a Deputy District Attorney who serves as the vertical prosecutor on violent crimes against women in District Court and Circuit Court, and a Victim Services Officer who assists the victim throughout the legal process, including providing information immediately after the crime, attending court with the victim and coordinating meetings with the victim and prosecutor. The Victim Services Officer also assists the Montgomery County Task Force on Domestic Violence (Task Force) and the Sexual Assault Response Team of Montgomery (SART).

The Montgomery Municipal Court continues to be overloaded with domestic violence cases. Through the efforts of the Unit, the Target Program diverts cases from Municipal Court to District Court. The Target Program identifies domestic violence misdemeanor cases that involve a female victim and a firearm. Since implementation on May 1, 2002, the Target Program has diverted over 446 cases from Municipal Court to District Court. The Unit continues to accept misdemeanor cases from Municipal Court and prosecute them in an expedited manner.

The continuation of the Violence Against Women Prosecution Unit will solidify the changes so urgently needed in community attitudes and in the criminal justice system. Aggressive prosecution of crimes involving violence against women is the primary objective of the Unit, along with ensuring the safety and well being of the victim. The Unit will collaborate with the Task Force, SART and One Place Family Justice Center to carry out policies and procedures that redirect and reform the criminal justice system to respond more effectively to violence against women crimes; provide educational and victim services to change public attitudes and the criminal justice system itself; and utilize the community-based concept to assure a long range commitment to reformation within the system and the community.

Resolution of Applicant for Matching Funds

Whereas, the State of Alabama, through the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, under the Omnibus Crime Control and Safe Streets Act of 1968, (PL 90-351 as amended and other appropriate federal authorizations, is offering financial aid to combat rising crime, improve the criminal justice system, assist victims of crime, and assist in the problems of juvenile justice; and

Whereas, the **Montgomery County Commission** hereinafter referred to as Applicant, is of the opinion that it would be beneficial to make application for such assistance and

Whereas, said applicant agrees to be accountable for providing the cash match toward the total cost of said project,

NOW, THEREFORE, BE IT RESOLVED by the Applicant

that, Elton N. Dean, Sr., in his/her official capacity

as Chairman, be authorized to make

application to the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, for said financial Assistance.

Adopted this the _____ day of _____ 2012

I, Donald L. Mims, County Administrator
(Name) (Title)

In and for the **Montgomery County Commission**

Do hereby certify that the above is a true and correct copy of a resolution adopted at their regular meeting of _____, 2012, and the same appears in the minutes of said meeting.

Witness by hand and official seal of the **Montgomery County Commission**

This the _____ day of _____, 2012.

(Name)

(Title)

Agency Match Agreement

Whereas, the State of Alabama, through the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, administers the STOP Violence Against Women Act (VAWA) Formula Grant to combat rising crime, improve the criminal justice system, and assist victims of crime; and

Whereas, the Montgomery County Commission (Name of Subgrantee) is aware that the VAWA Reauthorization exempts victim service agencies from the federal 25 percent match requirement under the STOP Formula Grant Program;

Whereas, the Montgomery County Commission (Name of Subgrantee) is aware that the VAWA Reauthorization does require the State of Alabama to provide the 25 percent match toward the Victim Service allocation under the STOP Formula Grant Program;

Whereas, the Montgomery County Commission (Name of Subgrantee) is voluntarily offering to provide an in-kind and/or cash match of \$ 30,000 toward the 25 percent match required from the State of Alabama by the VAWA Reauthorization;

Whereas, it is the sole decision of the board of directors of the Montgomery County Commission (Name of Subgrantee) to offer a match toward the STOP requirement, and the Montgomery County Commission (Name of Subgrantee) is not being forced or coerced to provide this match;

Whereas, the Montgomery County Commission (Name of Subgrantee) is aware that volunteering to provide match is not a factor in the grant award process by ADECA;

NOW, THEREFORE, BE IT RESOLVED that the person below, in his/her official capacity as head of the board of directors, is authorized to offer a voluntary match to the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, toward the 25 percent match requirement under the STOP Formula Grant Program.

By: _____
(Name)

Chairman
(Title on Board of Directors)

Montgomery County Commission
(Agency)

(Date)

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690				GRANT APPLICATION 20. Project Narrative Detailed Budget Explain computations in the Budget Narrative on Page 8. Form Revised January 10, 2004		Page 6	
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A. Personnel:
List each individual with salary

Name of Employee	Position / Title	Salary	Rate Of Pay (BW, SM)	% of Time Devoted to Project	Annual Income / Unit Cost	Category Total
Carrie Gray	Deputy District Attorney	\$ 2,742.54	24	100%	\$ 65,820.96	\$ 65,820.96
Crystal Taylor	Victim Services Officer	\$ 1,473.42	24	100%	\$ 35,362.08	\$ 35,362.08
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
See Attachment 1 (Personnel)					\$ -	\$ -
					Salaries Sub-Total	\$ 101,183.04

Fringe Benefit Computation

Item	Amount	Rate	Percentage	Amount
FICA	\$ 101,183.04		7.650%	\$ 7,740.50
SUI	\$ 101,183.04		0.000%	\$ -
W/C	\$ 101,183.04		0.000%	\$ -
Health Insurance	\$ 1,530.00	0	100.00%	\$ -
Health Insurance	\$ -	0	0.00%	\$ -
Retirement	\$ 75,887.28	1	10.12%	\$ 7,679.79
Other	\$ 25,295.76	1	12.02%	\$ 3,040.55
Other	\$ -	0	100.00%	\$ -
Other	\$ -	0	100.00%	\$ -
				Fringe Sub-Total
				\$ 18,460.84

Total Personnel Expenditures **\$ 119,643.88**

B. Confidential Expenditures:
Prior approval of procedures is required

1. Purchase of Services	\$ -
2. Purchase of Evidence	\$ -
3. Purchase of Specific Information	\$ -
Total Confidential Expenditures \$ -	

Professional Services:
Must be itemized
List by individual or type of individual, with fee basis limited to a reasonable rate not to exceed \$450 per day.

1. Individual Consultants and/or Contracting of Service Organizations	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Total Professional Services \$ -	

INTERAGENCY AGREEMENT

This agreement between the agencies below is entered into on this _____ day of __October_____, 2012, as required by the Office on Violence Against Women and the Alabama Department of Economic and Community Affairs.

WHEREAS, Montgomery County Commission (Subgrantee) is applying to ADECA for a subgrant under the STOP Violence Against Women Act (VAWA) Formula Grant Program; and

WHEREAS, the subgrantee applicant has consulted with the appropriate victim service organizations during the course of the development of our subgrant application in order to ensure that proposed activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking and dating violence;

IN WITNESS WHEREOF, the parties acknowledge this Agreement as evidenced by their signatures below.

BY: _____
(Signature)

Elton N. Dean, Sr., Chairman
(Print Name & Title)

Montgomery County Commission
(Subgrantee Agency Name)

BY: Karen B. Sellers 
(Signature)

Karen B. Sellers, Executive Director
(Print Name & Title)

Montgomery Area Family Violence Program, Inc
(dba Family Sunshine Center)
(Victim Service Agency Name)

**MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY**
301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667

Agenda

OCT 22 2012

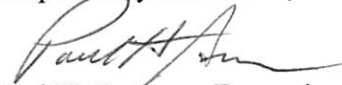
DATE: September 4, 2012
TO: Donnie Mims – County Administrator
FROM: Paul H. Brown – Executive Director
Montgomery County Community Corrections
SUBJECT: Future Commission Agenda Item - Request for Commission to Consider
Reissuing Annual Professional Services Contracts for E.V.E.N. Providers

Mr. Mims:

Please find attached an original and a copy of proposed new contracts for Professional Services for each of the six incumbent E.V.E.N. Program facilitators. The proposed contracts are for one year commencing the beginning of the 2012-2013 fiscal year and are exactly the same in every respect to the contracts which have been previously vetted and approved by the County Attorney. I am requesting that the only E.V.E.N. provider who is making entry level compensation be raised to the same level of his peers based on his acquired experience with the program. The Provider whose proposed contract is being recommended to be raised is that of Derrick Sanders.

The MCCPCA Board is scheduled to meet on Tuesday, October 9, 2012 to review my request for issuing these renewed contracts. I would appreciate a moment of the Commission's time to make my recommendations and to answer any questions regarding the E.V.E.N. Program. Should the MCCPCA approve my recommendation for the issuance of the new contracts, I will then request that the Commission place this item on the next Commission Agenda for consideration.

Respectfully submitted,


Paul H. Brown – Executive Director

PAUL BROWN - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176
JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE
PROGRAM GPS ELECTRONIC OFFENDER MONITORING • COMMUNITY SERVICE RESTITUTION • PRE-
TRIAL RELEASE

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission desires to enter into a Professional Services Contract with (also referred to as Provider). to provide offender Domestic Violence Education and related services (tutoring, orientation, Court advocacy, intake, collection of participant fees, taking attendance, documenting and reporting participant progress, etc.). Participants in said services shall be individuals who self refer or are referred by area and regional Courts to the Montgomery County Community Corrections Department for the E.V.E.N. (End Violence Effectively Now) domestic violence education/intervention program. These services shall be funded by participant/referral fees and all provisions of this contract shall be contingent on the Montgomery County Community Corrections Department receiving sufficient numbers of fee paying referrals to operate and sustain the program. Unless directed by the Executive Director of the Department and with the exception of Court advocacy services, all services performed under this Professional Services Contract shall be performed on the premises of the Montgomery County Community Corrections Department, 301, Adams Avenue, Montgomery Alabama, 36104. The Montgomery County Community Corrections Department shall be responsible for providing adequate classroom and workspace as well as materials necessary for the participants in the program. This is a Professional fee of Services Contract and compensation for materials purchased by the provider shall not be reimbursed.

Provider agrees to work with the Montgomery County Commission, the Montgomery County Community Corrections Department and consultants from the Montgomery, Alabama, Family Sunshine Center to provide the services mentioned herein and shall attend and participate in assigned in-service training to maintain minimum professional competency in the subject matter being provided to participants. It is understood that in-service training to maintain minimum level competency shall be determined by the Executive Director of the Montgomery County Community Corrections Department with consultation provided by the Montgomery, Alabama Family Sunshine Center. It is understood that failure to maintain a minimum level of proficiency and competency in the subject matter being provided to participants, as determined by participation in either assigned or substantially similar training may constitute grounds for termination of this Professional Services Contract.

The Montgomery County Commission agrees to pay to the provider a fee, of \$25.00 per hour for all services rendered under this Professional Services Contract. Fees shall be invoiced in increments of a quarter hour (15 minute periods), a half hour (30 minute periods) and/or whole hours. Only services that are scheduled and pre-approved by the Executive Director of the Montgomery County Community Corrections Department shall be compensated under this Professional Services Contract. Modifications to the monthly schedule must be approved by the Executive Director and made in writing to be compensated.

A monthly schedule of services and assignments shall be posted or otherwise made available at the office of the Montgomery County Community Corrections Department at 301 Adams Avenue, Montgomery, Alabama, 36104.

Invoicing for services charged under this Professional Services Contract shall be submitted to the Montgomery County Community Corrections Department Executive Director on an approved Monthly Invoice Form to be provided by the Montgomery County Community Corrections Department and shall contain: The name and mailing address of the provider, the Federal Tax I.D. Number or Social Security Number of the provider, the date of service, the amount of time charged, the nature of the service rendered (class instruction, tutoring, orientation, intake, Court advocacy, reporting, etc.), a total calculation or amount invoiced for each service, an aggregate total of all charges for the month, and the providers signature attesting that the invoice is accurate and correctly reflects services actually performed and the date signed. Invoice forms may be submitted no more than twice per month. Invoice Forms for any preceding month's services are due no later than the fifth business day of the month following the month services are rendered. Upon verification of the accuracy of any invoice by the Executive Director, the invoice shall be forwarded to the Montgomery County Commission for payment. Payment shall be disbursed according to the course of normal business by the Montgomery County Finance Department (presently disbursements are made twice per month). Requests for expedited payment or exceptional disbursements will not be honored.

The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2013. Actual services to be compensated under this Contract shall commence no earlier than October 1st, 2012. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

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, the parties shall select a local mediator that is agreeable between the parties and 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 first 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. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this _____ Day of _____, 2012.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

M.C.C.P.C.A Board Chair or Representative

BY: _____

Agenda

OCT 22 2012

MEMORANDUM

To: Donald L. Mims, Administrator

From: Pat Silas, Purchasing Manager *ps*

Date: October 3, 2012

Subject: Amendment No. 4 to Contract No. 51100-09C-018,
Security Guard Service for Probate/Revenue Offices

Request approval of Amendment No. 4 of the above referenced contract, extending the contract for two (2) months, with the beginning date of November 1, 2012 and the ending date of December 31, 2012, be placed on future agenda for a County Commission meeting. The price of \$9.93 per hour and \$14.89 for time and half will remain the same during this period.

After bidding for a new contract and opening of bids, it was recommended by Mr. Scott Kramer, Risk Manager, that general liability and workers compensation insurance should be required from the successful contractor.

In view of this, a revised invitation to bid will be advertised with the required insurance added to the specifications.

Attachment

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

AMENDMENT
TO
CONTRACT NO. 51100-09C-018

Amendment No. 4

Date: November 1, 2012

Amendment No. 4 to Contract No. 51100-09C-018, Security Guard Service for Probate Offices, is hereby amended as follows:

-Contract is extended for an additional two (2) month period, beginning November 1, 2012 and ending December 31, 2012.

-The hourly price of \$9.93 per hour and \$14.89 for time and half will remain the same during this period.

All other provisions of the Contract will remain the same.

WITNESS:

CALLEN MONTGOMERY, dba/
B.A.T.S. SECURITY

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY
COMMISSION

BY: _____

TITLE: _____



DARYL D. BAILEY
CHIEF DEPUTY DISTRICT ATTORNEY

RHONDA B. CAPE
ADMINISTRATIVE ASSISTANT

JERRY N. BLOODSWORTH
CHIEF INVESTIGATOR

Offices of Ellen Brooks

District Attorney Fifteenth Judicial Circuit of Alabama

MONTGOMERY COUNTY COURTHOUSE
251 SOUTH LAWRENCE STREET
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667



(334) 832-2550
FAX (334) 832-1615
www.mc-ala.org/da

Agenda

OCT 22 2012

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Rhonda B. Cape *RBC*
Administrative Assistant

DATE: October 17, 2012

SUBJECT: Child Support Enforcement Agreement

As discussed with the Commission at their last meeting, attached is the Child Support Enforcement Agreement DA-15-51-23 with the Alabama Department of Human Resources (DHR) for a period of three years beginning October 1, 2012 and ending September 30, 2015. The agreement required the approval, signature and completion of Exhibit F of the Montgomery County Commission. Please place this on the October 22, 2012 agenda for approval.

Thank you for your help in this matter.

Attachment

**AGREEMENT BETWEEN
and
DISTRICT ATTORNEY, 15TH JUDICIAL CIRCUIT
and
MONTGOMERY COUNTY COMMISSION
and
MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES
and
THE DEPARTMENT OF HUMAN RESOURCES
OF THE STATE OF ALABAMA**

AGREEMENT NO. DA-15-51-23

The purpose of this agreement is to implement and conform to the child support enforcement provisions of Title IV-D of the Social Security Act (PL 93-647, 42 U.S.C. 651, et seq.); Title 45 Code of Federal Regulations; other applicable federal statutes; Title 38 Chapter 10 of Code of Alabama 1975 and other applicable Alabama statutes; the Alabama State Title IV-D Plan; the Child Support Policy and Procedures Manual, and Child Support Enforcement Division policy directives.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree to the terms and conditions set forth below:

To effect this purpose, the above-mentioned parties, in consideration of the mutual covenants and promises hereinafter contained, hereby agree to the following definitions and duties:

I. Definitions: The term "support" shall mean: 1) spousal support which is incidental to a child support case in which child support payments are owed or as

required by federal regulations, 2) child support, and /or3) medical support obligations, including medical insurance, except where more specifically defined, and shall include interest, if any accrued thereon. The term "interest" shall mean any accrued interest on such support as allowable under Alabama statute.

II. DUTIES OF THE COUNTY DEPARTMENT OF HUMAN RESOURCES

The County Department(s) of Human Resources agree(s) to:

A. Accept and fulfill those services and responsibilities delineated in Exhibit B, and such Exhibit B is incorporated in this Agreement by specific reference.

B. Refer to the District Attorney appropriate cases in which:

- (1) Legal action is necessary to establish paternity;
- (2) Legal action is necessary to enforce ordered support;
- (3) Legal action is necessary to establish child support and/or health insurance and/or medical support;
- (4) Legal action is needed for determination of "Controlling Order" in interstate cases;
- (5) Legal action is needed to redirect payments
- (6) Legal action is needed to have a divorce or other decree modified in regard to child support or medical support obligations required in cases in which the County Department has evidence that one or more of the following conditions exists:

- (a) a child needs to be added to an existing order;

- (b) child support was not previously ordered;
- (c) child support was set temporarily at a reduced amount with the express intention of being increased at a later date;
- (d) the original order for health insurance and/or medical insurance is no longer in the best interest of the child based on changed circumstances of the parties;
- (e) there are grounds for modification under Rule 32, Alabama Rules of Judicial Administration;
- (f) where administrative reviews completed pursuant to federal requirements indicates that the amount of the support order should be increased or decreased.

(7) Legal action is necessary to establish a judgment amount for support arrears and accrued interest.

- C. Provide the District Attorney with available information needed to establish paternity and secure, enforce, or modify support orders on cases referred; including interest calculation where appropriate.
- D. Provide staff as witnesses in court when necessary for prosecution of the County Department's cases.
- E. Secure genetic testing through administrative procedures or as ordered by the court in Title IV-D paternity cases.
- F. Retain administrative responsibility for all cases including responsibility for enforcement through administrative mechanisms, as required under Title IV-D of the Social Security Act, including but not limited to income tax intercept.

- G. Provide other appropriate and available information requested by the District Attorney.

III. DUTIES OF THE DISTRICT ATTORNEY

The District Attorney agrees to:

- A. Accept and fulfill those services and responsibilities delineated in Exhibit C, and such Exhibit C is hereby incorporated in this Agreement in its entirety by specific reference.
- B. Provide legal services related to child support in cases referred by the County Department in accordance with all applicable state and federal laws and regulations including, but not limited to, Title IV-D of the Social Security Act. The District Attorney, his or her representative retained to initiate legal proceedings at the request of the Department of Human Resources to establish or enforce child support, spousal support, medical support, and/or any other support services pursuant to the provisions of Title IV-D of the Social Security Act and the laws of this State shall represent the State of Alabama, Department of Human Resources exclusively in said cases pursuant to Code of Alabama 1975, § 38-10-7.1. This provision of legal services includes representation at administrative hearings as requested by the County Department and representation in Bankruptcy Court hearings.
- C. In accordance with the terms of the Agreement, establish paternity and support obligations and make attempts to enforce: 1) spousal support which is incidental to a child support case in which the child support

payments are delinquent or as required by federal regulations; 2) child support; 3) medical support obligations; and 4) accrued interest related to such support. This includes the institution of appropriate civil actions to modify or enforce divorce orders for child support, as provided for in Article II, Section B (6). The District Attorney expressly retains the right to decline to modify any case which does not meet the criteria outlined in Article II, Section B (6)a-f.

D. Maintain documentation, including time sheets and/or attendance records meeting certification requirements, in accordance with Chapter 15, Legal Services, Child Support Policy and Procedures Manual and Office of Management and Budget Circular A-87 May 17, 1995 for all charges against the Department under this Agreement.

IV. The District Attorney and/or County Commission agree to:

A. Maintain the books, records and documents of the District Attorney and/or County Commission, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted principles for a period of three (3) full years from the date of the final payment or from termination of the Agreement. Federal and State auditors including the Department's auditors and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the

action are resolved or until the end of the three-year period, whichever is later.

- B. Assume full financial liability for audit exceptions ruled as final. The District Attorney and/or County Commission will receive notice of audit findings prior to final disposition and be offered the opportunity to participate in review of the audit exceptions with the State Department or, in the case of a federal audit, federal officials, if request for such opportunity has been received within 30 days of receipt of audit findings. Claims made by the District Attorney and/or County Commission for payment which are paid by the State Department and which are subsequently determined to be erroneous shall be reimbursed to the State Department by the District Attorney within 60 days after receipt of notification of erroneous payment.

The payment of any invoice by the State Department shall not prejudice the State's right to object to or question such invoice or matter in relation thereto. Such payment by the State Department shall neither be construed as acceptance of any part of the work nor as an approval of any of the costs invoiced therein. District Attorney's invoices shall be subject to reduction for amounts included in any invoice or payments theretofore made which are determined by the State Department, on a basis of audits conducted in accordance with the terms of the Agreement, not to constitute allowable costs. Any payment shall be reduced for overpayments. Allowable expenses, which were not claimed on submitted

reimbursements during the review period, may be claimed according to federal policy within a period of two years from the close of the quarter in which the underpayment occurred.

The State Department may deduct from reimbursements, or any other amounts which are or shall become due and payable to the District Attorney and/or County Commission under this or any other Agreement between the parties, any amounts which are or shall become due and payable to the State Department by the District Attorney. Any amounts due and payable to the County Commission by the State Department which are reduced by amounts due and payable to the State Department by the District Attorney shall be reported to the District Attorney by the County Commission and reimbursed by the District Attorney to the County Commission General Fund. Cooperate fully with any collection and evaluation activities carried out by the County Department or State Department in connection with the services performed under this Agreement.

- C. Ensure that all information recorded, collected, and maintained pursuant to this Agreement shall be available upon reasonable notice to inspection, review, and/or audit by authorized personnel of the state and the federal governments.
- D. Have and make available to the State Department job descriptions for staff providing services under this Agreement and submit them along with the yearly budget for approval.

- E. Maintain strict standards of confidentiality of records in accordance with the law. The District Attorney further agrees that any information provided by the Department relative to applicants or recipients of Family Assistance or recipients of child support services is to be used only for the administration of services of this Agreement or in any other specified releases as authorized by the Department. The District Attorney agrees to provide safeguards to restrict the use or disclosure of any information concerning such applicants or recipients to purposes as stated and in accordance with state and federal law.
- F. Utilize the child support computer system to the extent required to comply with reporting requirements of the Federal Office of Child Support Enforcement (OCSE); and update information on the child support computer system as needed to reflect legal activities in a timely manner, as instructed by the Child Support Enforcement Division. The District Attorney and/or County Commission agrees to provide the following information for all staff who will have access to DHR computer systems:
- a. Name
 - b. Social security number
 - c. Location
 - d. Computer terminal device identification
 - e. Notification of change in employment
- G. Insure that all staff providing services pursuant to this Agreement have read and understands responsibilities as outlined.

V. MUTUAL OBLIGATIONS OF THE PARTIES

The District Attorney, County Commission, and the Department mutually agree that they will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial participation.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, the Americans with Disabilities Act, and any applicable Department of Health and Human Services regulations, which prohibits discrimination on the basis of physical or mental disability in programs and activities receiving or benefiting from federal financial participation.
- C. Title IX of the Education Amendments of 1972, as amended, “20 U.S.C., 1981 et seq.”, which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial participation.
- D. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial participation.
- E. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial participation.

- F. Federal statute 31 U.S.C. 1352, which prohibits the use of federal funds related to lobbying. Furthermore, the District Attorney and/or County Commission agrees to execute annually the Certification Regarding Lobbying, a copy of which is attached hereto as Exhibit D and which is incorporated and made part of this Agreement as if set out in full herein.
- G. The Drug-Free Workplace Act of 1988, PL 100-690, Title V, Subtitle D that specifies requirements for handling employees with drug related problems.
- H. The Internal Revenue Service provisions contained in Exhibit 7 of IRS Publication 1075, attached as Exhibit E, which represents the present IRS requirements for the proper handling of federal tax information, including criminal and civil penalties for improper disclosure, notices to employees of sanctions for improper disclosure, and the IRS right of inspection and audit for compliance.
- I. The District Attorney and/or County Commission will comply with the privacy regulations of the federal Health Insurance Portability and Accountability Act ("HIPPA") (Public Law 104-191) as follows:
1. Not use or further disclose the Protected Health Information other than as permitted by the Agreement or as required by law;
 2. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for in the Agreement;

3. Report to the covered entity any use or disclosure of the Protected Health Information not provided for by its Agreement of which it becomes aware;
4. Ensure that any agents, including a subcontractor, to whom it provided Protected Health Information received from, or created or received by the business associate on behalf of, the covered entity agrees to the same restrictions and conditions that apply to the business associate with respect to such information;
5. Make available Protected Health Information in accordance with 45 C.F.R. Section 164.524;
6. Make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. Section 164.526;
7. Make available Protected Health Information required to provide an accounting of disclosures in accordance with 45 C.F.R. Section 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by the business associate on behalf of the covered entity

available to the Secretary for purposes of determining the covered entity's compliance with this subpart; and

9. Upon termination of the Agreement, for any reason, return or destroy all Protected Health Information received from, or created or received by the business associate on behalf of the covered entity unless unfeasible or illegal to do so or that the business associate for any reason decided not to return or destroy the Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of business associates.
10. Extend the protections of this Agreement to such Protected Health Information for so long as business associate maintains such Protected Health Information.
11. Assure that in order for this Agreement and Addenda to be consistent with and in compliance with HIPPA, agree that this Agreement may be amended from time to time upon written notice from the State Department to the District Attorney and County Commission as to any revisions required to make this Agreement consistent with and in compliance with HIPPA.

12. Authorize termination of the Agreement by the covered entity if the covered entity determines that the business associate has violated the material terms of the Agreement.

J. All regulations, guidelines, and standards lawfully adopted under the above statutes.

K. It is further understood and agreed that the District Attorney shall not be required to provide any service which is prohibited by or inconsistent with the existing laws of the State of Alabama or the Alabama Rules of Professional conduct for attorneys.

L. The State Department agrees to provide through the Child Support Enforcement Division (CSED) technical assistance and advice to the District Attorney and/or County Commission. The State Department CSED will monitor and evaluate the Child Support Enforcement Program and services under this Agreement.

VI. AGREEMENT PERIOD AND BUDGET

It is further agreed that:

A. This Agreement shall be for a period of three years beginning October 1, 2012 and ending September 30, 2015. the projected cost for the three year period is 2,166,541.68 and the total agreement price shall not exceed that amount. Said three year projected cost includes any possible cost of living increases and inflation as it relates to the other line items in the budget in the same format as Exhibit A. The District Attorney will submit

a proposed annual budget at least forty-five (45) days prior to the beginning of the State fiscal year (October 1). If approved by the State Department, the proposed budget will be signed by all parties prior to the beginning of the fiscal year that the budget encompasses and then attached to this Agreement and incorporated herein. The cumulative total of the actual three budgets shall not exceed the total Agreement price.

- B. Any modification of this Agreement must be made by written amendments thereto, except that budget increases or decreases of up to 10% of the total budgeted amount for a fiscal year may be made through a letter of request from the District Attorney and/or County Commission with the approval of the county director(s) and the State Department of Human Resources or from the county director(s) or State Department of Human Resources with the concurrence of the District Attorney and/or County Commission. Said 10% increase or decrease may not cause the total Agreement price to exceed the amount specified herein.
- C. The District Attorney shall submit monthly requests to the Department for reimbursement of expenses approved by the Department for services provided. A combined monthly reimbursement request may be submitted in a multi-county circuit. Documentation, such as invoices and time records, should be maintained at the site where the request is prepared. Monthly reimbursements will be made in accordance with the approved annualized budget. The total amounts paid in a fiscal year shall not exceed the approved budget total for that fiscal year.

- D. The County Commission will be fiscal agent for the reimbursement of allowable expenses approved by the Department. The Department agrees to reimburse the district attorney or County Commission for approved expenses submitted to the Department for services rendered subject to the provisions of Chapter 15 Legal Services, Child Support Policy and Procedures Manual.
- E. Acquisition and ownership of equipment with a cost over \$500.00 under 100% reimbursement funding will be governed by the Child Support Policy and Procedures Manual, Chapter 15. Inventory documentation must be maintained by the District Attorney for audit verifications.
- F. Certification of costs shall be submitted within ninety (90) days from the last day of the month in which costs were incurred. Reimbursement will not be made by the Department for costs submitted later than thirty (30) days following the end of a fiscal year, except where the period is reopened as the result of an audit. The parties further agree that reimbursement of approved expenses will be made to the District Attorney and/or County Commission no later than forty (40) working days after the reimbursement is submitted by the County Commission and approved by the Department.
- G. The Department will reimburse the District Attorney or County Commission for attending training sessions which are approved by the Department up to the approved State per diem and/or mileage rates currently in effect at the time training occurs in accordance with

procedures in Chapter 15, Legal Services, Child Support Policy and Procedures Manual. The District Attorney must obtain prior written approval from the Department before seeking reimbursement for travel to training and/or conference attendance, but will be determined based on State funding when the expenditure is sought to be made. Travel expenses in the budget are conditional and are not approved, but will be subject to consideration and approval or disapproval at the time the travel request is made.

- H. Certain items that may not be purchased or leased with money from the State General Fund or earmarked funds but are otherwise permissible will be reimbursed only up to the amount of federal matching funds.
- I. The District Attorney and/or County Commission shall not impose any fees for services provided under this Agreement other than those prescribed by the State Department. The District Attorney must also obtain prior written approval for any item not contained in the approved budget.

VII. MISCELLANEOUS

- A. It is understood and agreed by the parties that neither the District Attorney and/or County Commission nor their employees are entitled to receive Merit System benefits from the State of Alabama. pursuant to this Agreement.
- B. The District Attorney and/or County Commission acknowledge and understands that this Agreement is not effective until it has received all

requisite state government approvals and the District Attorney and/or County Commission shall not begin performing work under this Agreement until notified to do so by the Department. The District Attorney is entitled to no compensation for work performed prior to the effective date of this agreement.

- C. The District Attorney and/or County Commission warrants and represents to the State Department that neither the District Attorney and/or county Commission nor any of the District Attorney's trustees, officers, directors, agents, servants and employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension".
- D. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this Cooperative Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Cooperative Agreement, be enacted, then that confliction provision in the Cooperative Agreement shall be deemed null and void. The District Attorney's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the governor and attorney general, when considering settlement of such dispute including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

- E. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

VII. TERMINATION

- A. This agreement may be terminated by any party upon thirty (30) days written notice to the other parties.

In the event of the proration of the fund from which payment under this Cooperative Agreement is to be made, the Cooperative Agreement will be subject to termination. Non-availability of funds, either State or federal, to DHR at any time shall cause this Agreement to become void and unenforceable and no liquidated damages shall accrue to the State as a result. The State shall not incur liability beyond payment for services provided prior to the time funds became unavailable.

The State Department, the District Attorney, the Montgomery County Commission and the County Department of Human Resources have caused this agreement to be executed by their duly authorized representative as follows:

BY: _____
STATE DEPARTMENT OF HUMAN RESOURCES

BY: Elu & Brook
DISTRICT ATTORNEY
15TH JUDICIAL CIRCUIT

BY: _____
MONTGOMERY COUNTY COMMISSION

BY: _____
MONTGOMERY COUNTY DEPARTMENT OF
HUMAN RESOURCES

APPROVED FOR CONTENT:

BY: _____
DIRECTOR
CHILD SUPPORT ENFORCEMENT DIVISION

EXHIBIT A

BUDGET

Agency: Montgomery County District Attorney's Child Support Enforcement Unit, 15th Judicial Circuit
Address: Physical: 1111 Airbase Blvd, Montgomery, AL 36108 Mailing: PO Box 1667, Montgomery, AL 36102-1667
Project : Child Support Enforcement

Contract Allocation: \$ 722,180.56 The amount set forth as "contract allocation"
 is the maximum amount to be expended under the cooperative agreement by the state.

Federal Share: \$ _____ **Local Share:** \$ _____

Source of Local Funding State of Alabama Department of Human Resources

Budget Period: October 1, 2012 to ##### **Fiscal Year:** 2013

COST CATEGORY	TOTAL COST
1. PERSONNEL 641,256.56 ✓	\$643,007.74
2. SUBCONTRACTED SERVICES	\$0.00
3. TRAVEL	\$12,987.00
4. SPACE	\$5,000.00
5. SUPPLIES	\$24,362.00
6. EQUIPMENT	\$2,900.00
7. OTHER	\$35,675.00
TOTAL PROJECT FUNDING (sum lines 1 through 7)	<u>722,180.56</u> \$723,931.74
TOTAL COST CATEGORIES 1, 2	<u>641,256.56</u> \$643,007.74
TOTAL COST CATEGORIES 3, 4, 5, 6, 7:	\$80,924.00 ✓
ESTIMATED COST BY COUNTY	\$0.00

DHR USE ONLY

Approved: Joye Nelson

9/14/12
Date

Carol Moseley 8-27-12

Budget Period: **October 1, 2012** **to** #####

5-22

Agency: Montgomery County District Attorney's Child Support Enforcement Unit, 15th Judicial Circuit

Budget Period: October 1, 2012 to #####

3. TRAVEL		Describe by major purpose. Specify in-state or out-of-state. Out-of-state travel requires prior DHR approval.	
In-state			
Mileage	1950	avg miles/mo x 12 mos @ .555	\$12,987.00
TOTAL TRAVEL:			\$12,987.00
4. SPACE			
Telephone			\$5,000.00
Rent Requires "statement of comparable rent" forms			
Utilities			
Upkeep janitorial, buildings/grounds, etc.			
Minor Repairs to building			
Other (specify)			
TOTAL SPACE:			\$5,000.00
5. SUPPLIES		Itemize by major type	
Office Supplies			\$12,062.00
Other (Specify)		Postage	\$12,000.00
		Books	\$300.00
TOTAL SUPPLIES:			\$24,362.00
6. EQUIPMENT			
Equipment Rental/Lease (specify)		copier	\$2,500.00
Repairs			\$400.00
Other (specify)			
TOTAL EQUIPMENT:			\$2,900.00
7. OTHER		Training, Workshops, Conferences, etc, requires prior DHR approval	
Liability Insurance		Surity Bonds & Other	\$1,175.00
Printing			
Other (specify)		Legal Services (Accurint, etc)	\$2,000.00
Indirect cost Reimb for services by Admin Asst @\$50/hr			\$3,000.00
Indirect cost Reimb to County Commission for misc serv			\$25,000.00
Dues, Registration & Training Fees			\$4,500.00
TOTAL OTHER:			\$35,675.00

EXHIBIT B

Under the terms of this agreement the County Department shall comply with the following responsibilities:

- (1) Interview all IV-D applicants to determine the extent of services needed and provide and have executed by all IV-D applicants at the time of the interview the "Important Legal Notice", DHR-CSD-1652.
- (2) Advise appropriate Family Assistance applicants that by receiving or authorizing receipt of Family Assistance, they thereby assign their support rights to the Department by operation of law, and that their eligibility for Family Assistance depends upon their cooperation in attempts to secure support from the responsible parent(s).
- (3) Prepare and transmit to the District Attorney complete, detailed referral documents including such information as the following: the names of the applicant, children and the noncustodial parent(s); sufficient identifying data on all parties to be used in the location and support process; pertinent legal information relative to marital status and orders for support; complete data relative to the noncustodial parent's whereabouts and employment; a copy of the Important Legal Notice and assignment of support rights (if any); other available information which may relate to the support process, including, but not limited to, a birth certificate when required by the District Attorney in paternity actions.
- (4) Refer cases in need of legal action to the District Attorney pursuant to program time standards.
- (5) Provide pertinent information relative to changes of status in appropriate cases.
- (6) Provide a parent location service, which will utilize appropriate inter/intrastate location resources and the Federal Parent Location Service. In cases which were previously referred to the District Attorney and in which action is being deferred pending location of the noncustodial parent, information regarding verified location of the noncustodial parent will be sent to the District Attorney within two (2) calendar days of DHR'S receipt of such information.
- (7) Provide the District Attorney with information on cases referred regarding delinquencies within five (5) calendar days of the end of the month in which the delinquency occurred.
- (8) Utilize the Child Support Computer System to generate Case Summaries and other documents needed by the District Attorney. Use legal screens to reflect referrals made to the District Attorney.
- (9) Take such administrative actions as may be necessary pursuant to state and federal law and regulation.

EXHIBIT C

Under the terms of this contract, the District Attorney shall comply with the following criteria:

(1) Ensure that child support legal services are made available and are performed for all Title IV-D cases referred by DHR to the District Attorney, whether such cases originate within or outside the state. Services include but are not limited to:

A. INTAKE: Upon receipt of a referral, the District Attorney shall review the case and establish a working file which protects confidential information, and attorney work products. The District Attorney shall ensure that referred IV-D child support enforcement cases are:

- a. Reviewed for completeness and, if the information is complete, acknowledge receipt of the case;
- b. If additional information is needed, notify the County Department within 20 calendar days of receipt by utilizing the PSD- CSD-581 form;
- c. If court action is appropriate to the case situation, the case is to be filed with the appropriate court within 28 calendar days of receipt of a complete referral. Income Withholding Orders shall be filed with the appropriate court within 3 working days of receipt. Prior to the date the action is filed the County Department is to be provided a written assessment through use of the PSD-CSD-581 form of case action determined by the District Attorney to be necessary and appropriate.
- d. If it is determined that legal action is inappropriate, the case will be closed and returned to the County Department within 20 calendar days of receipt of a complete referral from DHR. The reasons for such determination or conclusion must be included in the returned package.

B. ESTABLISHING PATERNITY AND LEGAL OBLIGATIONS TO SUPPORT:

a. After receipt and review of the referral, the District Attorney shall initiate activities that include the use of appropriate legal remedies to secure orders of support and, where appropriate, the legal determination of paternity for children born out of wedlock whether through voluntary acknowledgments, genetic testing, and/or trial. Activities include but are not limited to:

1. Converting voluntary agreements into court orders;
2. Undertaking efforts which will lead to the legal determination of a child support obligation through the use of guidelines established by Rule 32 of the Alabama Rules of Judicial Administration;
3. Request when appropriate the retroactive support due in compliance with Rule 32 of the Alabama Rule of Judicial Administration and *Ala. Code 1975, §30-3-114.*

4. Conducting general discovery as necessary including the use of interrogatories, requests for admissions, pretrial depositions, etc. when necessary;

5. Petitioning the court for reimbursement of genetic test costs upon request by the County Department in cases where paternity is being legally established and where the Department of Human Resources has borne the cost of genetic testing, however, this responsibility is limited to the final disposition of the paternity case and does not include separate actions for the collection and enforcement of this debt;

6. To the extent to which it is the responsibility of the District Attorney, insure that all actions filed are processed and disposed of within the time frames under 45 CFR 303.101 and Alabama Rules of Judicial Administration.

b. To the extent that the following actions are the responsibility of the District Attorney as designated in this Agreement, the following time standards will be observed by the District Attorney in regard to the establishment of paternity and the establishment of support obligations.

1. Paternity of a child must be established within one (1) year of the date the alleged parent (who is subsequently determined to be the legal parent) is successfully served.

2. In accordance with the terms of the Uniform Parentage Act, the District Attorney must seek to have a support obligation established at the same time as paternity is adjudicated.

3. Within 90 calendar days of locating a noncustodial parent regardless of whether paternity has been established, establish an order for support, or complete service of process necessary to commence proceedings to establish a support order, and if necessary paternity, (or document unsuccessful attempts to serve process, in accordance with the State's guidelines defining diligent efforts);

C. ESTABLISHING OBLIGATION FOR MEDICAL SUPPORT: In court actions for child support, the District Attorney shall petition for and attempt to secure an order requiring the noncustodial parent to provide medical support for the children when such is requested by the County Department.

D. ENFORCING SUPPORT ORDERS: Take necessary legal action to enforce orders of support. Such actions shall include, but not be limited to, the following:

a. Income withholding in every case with a delinquency where income exists. It is to be used immediately and as first choice of method of enforcement in cases where the noncustodial parent is one month delinquent in support owed. Effective 11/1/90 income withholding is to be used immediately regardless of whether the noncustodial parent is delinquent unless there is an agreement by the parties which is approved by the court or as otherwise

- mandated by state law. This expressly includes initial orders of support where there is no arrearage at the time the order is entered;
- b. Contempt proceedings;
 - c. Attachment of real and personal property;
 - d. Garnishment;
 - e. Bonds;
 - f. Executing judgments;
 - g. Utilization of the federal court system in appropriate cases.

Other than (a.) above, in jurisdictions where the District Attorney is responsible for all enforcement actions, the District Attorney is to take an appropriate enforcement action no later than thirty (30) calendar days from the date a delinquency has been identified or the location of the noncustodial parent, whichever is later. Delinquency is defined as being one month or more in arrears on ordered payments. Appropriate enforcement action is defined as the legal enforcement action available to the Department of Human Resources which the District Attorney, in his/her professional judgment, believes is appropriate to the specific circumstances of the case in question.

In jurisdictions where the District Attorney is responsible only for remedies which require court action, service of process needed for enforcement actions must be completed (or unsuccessful attempts to serve process must be documented in accordance with the State's guidelines defining diligent efforts) and enforcement action taken if process is served within no later than 60 calendar days of identifying a delinquency or other support related non compliance with the order or location of the noncustodial parent, whichever occurs later. DHR will notify the District Attorney of delinquencies under this section in sufficient time to enable the District Attorney to comply with these time frames.

E. MODIFYING SUPPORT ORDERS:

(1) Activities include filing appropriate actions referred by the County Department in which it has been determined that there have been changes in circumstances in the child support case which warrant modification of the support order.

(2) Maintain a working file on each recipient of service. At a minimum the following are to be included in the working file:

- a. A record of significant case activity.
- b. A record of action resulting in an order.

(3) In order to perform the services stated in (1) above, the District Attorney agrees to prepare cases in advance of scheduled hearings and to be present during all hearings in which the Department of Human Resources is a party and which have been referred to the District Attorney under Title IV-D. Preparation of cases may include

scheduled conferences with the County Department on a regular basis prior to scheduled court hearings.

(4) Provide or make available to the County Department within a sufficient time to allow appeal, if needed, copies of court orders or official notices received on any referred case.

(5) Obtain negotiated agreements. The Department agrees that negotiated settlements of child support issues are acceptable, such as where current support is set pursuant to the provisions of Rule 32 of the Alabama Rules of Judicial Administration and arrearage and/or debt due the State or the IV-D client is not reduced nor payment thereof unreasonably extended. If the IV-D client and the Department disagree on settlement terms, the DA should represent the Department's position while allowing the IV-D client the opportunity to present his/her position to the court.

(6) Secure signed order on any and all court actions to which the Department is a party. The District Attorney also agrees to:

- a. Notify the County Department of any inaccuracies discovered in support orders and take whatever corrective action the District Attorney deems necessary;
- b. Request that all court orders for support obtained pursuant to the provisions of this agreement shall direct support payments be made through the State Disbursement Unit;
- c. Provide or make available to the County Department a copy of such support orders on date received to enable an appeal, if necessary;

(7) Refer any cases of suspected fraud related to child support or Family Assistance to the County Department.

(8) Advise the County Department if any recipient of Family Assistance fails or refuses to cooperate in establishing paternity and/or securing support.

(9) Evaluate orders of paternity, support, and/or enforcement or any other order as to whether it presents a question of law and/or is a decision warranting an appeal. The District Attorney shall:

- a. Notify via telephone the State Department of Human Resources Legal Office of any case that in the District Attorney's opinion warrants an appeal to the Alabama Court of Civil Appeals;
- b. Notify via telephone State DHR Legal Office of any appeals to the Court of Civil Appeals filed by the opposing counsel within 24 hours of notification of appeal. Written follow-up is to be provided within 5 days of said verbal notice;

- c. Provide the State Legal Office with case information and documentation as requested;
 - d. Provide assistance to the Department in filing Notice of Appeal to the Court of Civil Appeals when requested to do so.
- (10) Meet with the local child support enforcement staff, upon request or as needed, to discuss problems and/or mutual constraints involving legal services procedures, forms, scheduling, etc. Also provide consultation and training as mutually agreed upon by the District Attorney and the County Department and the State Department.
- (11) Any new staff attorney(s) of the District Attorney's Child Support unit will be expected to attend the Department's basic Child Support training at least once. Staff members of the unit may attend such other Department workshops and conferences as the District Attorney deems necessary.
- (12) Notify the County Department in writing within 14 calendar days of the date in which the District Attorney initiates subsequent legal action on a IV-D case without a referral from the County Department. A copy of said action will satisfy this requirement.
- (13) Provide a corrective action plan within 30 days of the date of any letter or report from the State Department which specifies a program deficiency and requests a Corrective Action Plan. After submission of a corrective action plan, take the necessary corrective action within specified time frames. Any matter regarding an alleged program deficiency which is disputed will be subject to negotiation prior to the submission of the corrective action plan.
- (14) Utilize the Legal Referral Set of the Child Support Computer System in a timely manner such that regular monthly reports reflect IV-D legal actions in the Circuit.
- (15) File for separation of issues when matters (such as custody) other than child support arise as a result of a child support legal action.
- (16) The District Attorney agrees to utilize AOC/DHR prescribed forms. These forms are available within the child support computer system provided by DHR to DA staff. The District Attorney also agrees to insure that his staff members adhere to this policy.



DARYL D. BAILEY
CHIEF DEPUTY DISTRICT ATTORNEY

RHONDA B. CAPE
ADMINISTRATIVE ASSISTANT

JERRY N. BLOODSWORTH
CHIEF INVESTIGATOR

Offices of
Ellen Brooks

District Attorney
Fifteenth Judicial Circuit of Alabama

MONTGOMERY COUNTY COURTHOUSE
251 SOUTH LAWRENCE STREET
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667



(334) 832-2550
FAX (334) 832-1615
www.mc-ala.org/da

October 17, 2012

To Whom It May Concern:

Pursuant to the signing of the Child Support Enforcement Agreement for the three year period from October 1, 2012 to September 31, 2015, I am attaching and submitting Standard Form LLL, "Disclosure Form to Report Lobbying". I am not certain it is required in our case; however, out of an abundance of caution, it is being attached.

The District Attorneys' Association hired a Lobbying Firm to assist us in obtaining federal monies to continue to fight methamphetamine and establish forensic computer labs across the state. No federal funds were used to pay the portion my office was required to submit for this purpose.

Sincerely,

Eleanor I. Brooks
District Attorney

EIB/rbc

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☒ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☒ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☒ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, if known: District Attorney Ellen Brooks PO Box 1667 Montgomery, AL 36102-1667 Congressional District, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency: Department of Justice Department of Health & Human Services	7. Federal Program Name/Description: Family Support Administration CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): Cauthen, Forbes & Williams 1099 New York Avenue, NW Suite 625 Washington, DC 20001-3888	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Ellen Brooks</u> Print Name: <u>Ellen Brooks</u> Title: <u>District Attorney</u> Telephone No.: <u>(334) 832-2550</u> Date: <u>10/17/2012</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

EXHIBIT "D"

CERTIFICATIONS REGARDING LOBBYING

Department of Health and Human Services
Family Support Administration

PROGRAM: Child Support Enforcement

PERIOD: October 01, 2012 to September 30, 2015

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. 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 in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 1352, Title 31, U.S.C. any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

Montgomery County District Attorney's Office

15th Judicial Circuit

Agency/Organization

District Attorney

Title

EXHIBIT E
EXHIBIT 7

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

1. All work will be done under the supervision of the contractor or the contractor's employees.
2. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
4. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
5. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
6. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
7. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

8. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
9. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS:

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
3. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is

made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

State of _____)

EXHIBIT F

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or
Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____(a)The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

_____(b)The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on

this _____ day of _____ 20____.

WITNESS: _____

Printed Name of Witness

Agenda

OCT 22 2012

Interoffice Memo

To: Donnie Mims

From: Lou Ialacci

Cc: Pat Silas, John Mitchell

Date: August 28, 2012

RE: Verizon Agreement for In Building Service

I have attached a copy of a Verizon Wireless In-building Agreement (IBA). The services being provided will significantly improve the Verizon cell phone coverage in Annex I and Annex III. Currently there are areas where coverage is poor due to the amount of concrete in the walls in Annex III and the underground construction in Annex I.

I am requesting the attached documents be reviewed by the County Attorney and that he/she adds a statement that the work will be done at "no cost" to the County. After the attorney's review I can present it to the Commissioners at their work session.

Thank you

Verizon Wireless In-building Agreement

This In-building Agreement ("Agreement") between Celco Partnership, d/b/a Verizon Wireless, a Delaware General Partnership, having an office and principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920, on behalf of itself and for the benefit of its affiliates ("Verizon Wireless") and Montgomery County Commission at 100 South Lawrence Street, Montgomery, AL 36104 ("Customer") governs the installation, maintenance and operation by Verizon Wireless of an In-building coverage system for use with Verizon Wireless Service pursuant to the Agreement.

1. In-building Equipment is defined as follows:
Radio distribution equipment including, repeaters, amplifiers, base station equipment, antennae, cables, wiring, and associated network devices, provided by Verizon Wireless and installed in the Premises (as defined below) for use with Wireless Service provided by Verizon Wireless. Unless specifically stated otherwise, references to Equipment throughout the Agreement shall include In-Building Equipment.
2. Customer grants Verizon Wireless a license ("License"), during the Term to install, maintain and operate In-building Equipment in the buildings where premises owned or leased by Customer are located ("Premises"). The Premises are further identified in Attachment 1 as may be amended from time to time. The License may be terminated only as provided in this Agreement or Amendment. For purposes of this Agreement, "Term" shall be defined as that period of time when the customer continues to occupy the space which is the subject of this Agreement and continues to utilize Verizon Wireless services there in accordance with the terms of this Agreement or Amendments thereto.
3. Customer will provide Verizon Wireless access to or use of facilities and services in the Premises, as required by Verizon Wireless for the installation and operation of In-building Equipment in accordance with local codes and the National Electrical Code. Such facilities and services may include but are not limited to, exterior or rooftop antenna placement, use of ducts, conduit, cables and conductors and electrical power with suitable terminals and power surge protection devices and metallic grounds.
4. Customer grants Verizon Wireless access to premises 24 hours per day, seven days per week as necessary to install, test, upgrade, maintain and/or repair In-building Equipment, to test radio frequency coverage or to investigate or remediate interference with Verizon Wireless' network or services. Customer acknowledges that in the event that such 24 hour access cannot be provided, there may be instances where service may be interrupted or adversely effected because of delays in authorizing access for emergency repairs/maintenance.
5. ~~Verizon Wireless will deliver, install, test, operate and maintain the In-building Equipment. Verizon Wireless may act under this Agreement either directly or using such subcontractors or representatives as Verizon Wireless may select. If Customer is vacating all or part of the Premises, Customer shall give Verizon Wireless thirty (30) days prior written notice and shall make all arrangements with the landlord, or other tenants necessary for Verizon Wireless to remove the In-building Equipment from the Premises being vacated.~~
See Attachment 2, Paragraph 5.
6. Except as disclosed to and acknowledged in writing by Verizon Wireless, Customer represents and warrants that (i) no lead paint, asbestos or other hazardous substance as defined by any applicable state, federal or local law or regulation, is present at any Premises; (ii) Customer owns or leases the Premises or otherwise has the right to grant the License and has obtained all required consents or approvals from any landlord, mortgagee or other person or entity ("Party In Interest") having an interest therein; (iii) Customer has or will obtain all required building permits, inspections or other approvals; (iv) Customer does not have any other radio distribution equipment including, repeaters, amplifiers, base station equipment, antennae, cables, wiring, and associated network devices installed on the Premises, (v) Customer has no knowledge of any equipment (such as equipment that may be sensitive to RF signals), wiring or other conditions on the Premises that may be adversely affected by, or may adversely affect, installation or operation of the In-building Equipment. At its sole discretion, Verizon Wireless may cease installation or operation of In-building Equipment, until such time as Customer corrects any condition that would be a breach of the above representations and warranties. Customer shall indemnify, defend and hold Verizon Wireless harmless from any cost, claim, damage or liability (including but not limited to reasonable attorneys' fees and costs) resulting from any breach of the representations and warranties in this paragraph.
7. In consideration of this License, Customer receives the benefit of enhanced coverage provided by the In-building Equipment in connection with Wireless Service provided under separate Agreement. In the event that Customer ceases to be a Verizon Wireless Subscriber, Customer shall immediately discontinue all use of In-building Equipment and shall promptly allow its removal by Verizon Wireless. In-building Equipment remains Verizon Wireless property, shall be operated and maintained solely by Verizon Wireless, and shall not become a fixture or a part of the real property where it is installed. Customer shall so inform any current or future Party in Interest.
8. Verizon Wireless or its local affiliate is the exclusive FCC licensee of certain radio frequencies on which its services are provided. If Verizon Wireless determines that any customer equipment interferes with the In-building Equipment or with Verizon Wireless' network or services, then upon oral or written notice from Verizon Wireless, Customer shall disconnect or deactivate such equipment until such interference is remedied. If Verizon Wireless determines in its sole discretion that interference caused by such equipment cannot be otherwise remedied, Verizon Wireless shall have the right to remove In-building Equipment or to require Customer to remove customer provided equipment.
9. This Agreement shall become effective when signed by both Parties.
10. See Attachment 2, Paragraph 10.

July 18, 2012

Verizon Wireless Matter 850-146775-2012

Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

By: _____

Name: Todd Loccisano

Title: Exec. Dir. – E&G Contract MGMT

Date: _____

MONTGOMERY COUNTY COMMISSION -
MONTGOMERY, AL

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 1 to In-building Agreement

Customer Name:

Montgomery County Commission
100 South Lawrence Street
Montgomery, AL 36104

Premises Address:

100 South Lawrence Street
Montgomery, AL 36104

IN-BUILDING SYSTEM TO BE INSTALLED IN THE PREMISES

Type	Manufacturer	Model	Description	Qty
Antenna	Andrew	CELLMAX-O-CPUSE	Cell-Max In-Building Omnidirectional Antenna System - 698-960 MHz and 1710-2700 MHz - N-Female	29
Antenna	Andrew	26T-1900-1	21 dBi Gain - 1700-2100 MHz - Mag Grid Sectional Parabolic Antenna	2
Antenna	Cellular Specialties, Inc	CSI-AY/746-896/11 (11dBi YAGI 698-896MHz)	Yagi Antenna / 698-896 MHz / 11 dBi	1
Cable	TE Connectivity	RG-6	75 Ohms Coax Cable - 18 AWG Solid Copper	4000 feet
Cable	Andrew	F4-PNMNM-0.5M	Jumper Cable - 0.5m - FSJ4-50B N-Male / N Male	57
Cable	Fiber	288 Strand, SM, Riser Rated	Fiber, SM, 288 Strand, Ribbon, Riser Rated	700 feet
Cable	Andrew	LDF4-50A	HELIAX® Low Density Foam Coaxial Cable, corrugated copper, 1/2 in, black PE jacket	200 feet
Cable	Trilogy	AP012J50	50 ohms - 1/2" AirCell Plenum Cable	1500 feet
Cable	Andrew	F4-PNMNM-1M	Jumper Cable - 1m - FSJ4-50B N-Male / N Male	1
Connector	TE Connectivity	F Male	F Male Connector for 75 ohm CATV Cable	30
Connector	Corning	SC-APC-M	SC-APC Male Connector - 0.5 dB loss	8
Connector	Trilogy	NMP01250	Connector N-male for APC012J50 and AQ012J50 - Plenum Cables	56
Connector	Andrew	L4TNM-PS	N Male Positive Stop for LDF4-50A Low Density Foam Dielectric Cable	4
EHUB	TE Connectivity	FSN-EH-2	[InterReach Fusion] Expansion Hub	2

July 18, 2012

Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Verizon Wireless Matter 850-146775-2012

6-4

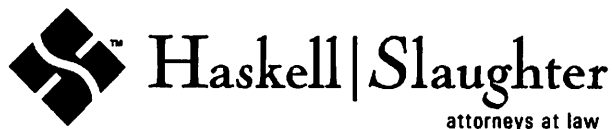
Fiber BDA Hub	TE Connectivity	FSN-2-MH-1	[InterReach Fusion] Main Hub - 700 LTE (Upper C) / 850 / 1900 MHz MultiBand	1
Filter	Cellular Specialties, Inc	700MHz Upper C Diplexer	700MHz Diplexer	1
Filter	Cellular Specialties, Inc	CSI-CBC/700/800-2K/N (Combiner)	Cross Band Coupler / Tri-Band	15
Filter	Advanced RF Technologies	Axiom-25-NMS [Part 1/2 (Left Side- Donor)]	[Axiom-25] Chassis, Network Management System, Power Supply Unit, Passive Components, Cable Assembly, and Accessories for Axiom-25	1
Filter	Advanced RF Technologies	Axiom-100-NMS [Part 2/2 (Left Side- Server)]	[Axiom-100] Chassis, Network Management System, Power Supply Unit, Passive Components, Cable Assembly, and Accessories for Axiom-100	1
Filter	Cellular Specialties, Inc	CSI-CBC/698-900	Cross Band Coupler, Multiband 740-795MHz/820-900MHz, 150W	1
Filter	Cellular Specialties, Inc	CSI Cell Full DIPLEXER	CELL FULL	1
Filter	Cellular Specialties, Inc	CSI PCS DIPLEXER	PCS DIPLEXER (30MHz)	1

ATTACHMENT 2

5. At no cost to Montgomery County Commission, Verizon Wireless will deliver, install, test, operate and maintain the In-building Equipment. Verizon Wireless may act under this Agreement either directly or using such subcontractors or representatives as Verizon Wireless may select. If Customer is vacating all or part of the Premises, Customer shall give Verizon Wireless thirty (30) days prior written notice and shall make all arrangements with the landlord, or other tenants necessary for Verizon Wireless to remove the In-building Equipment from the Premises being vacated. _____

10. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Cellco Partnership, d/b/a Verizon Wireless. _____

DLM



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

MEMORANDUM
October 3, 2012

TTG

TO: Donnie Mims
FROM: Tommy Gallion
RE: Verizon Wireless In-building Agreement

I have reviewed your October 2, 2012 memorandum, the August 28, 2012 interoffice memo from Lou Ialacci to you, and the Verizon Wireless In-building Agreement.

I agree with both Lou and you. Under 5., I suggest you add at the beginning of the sentence the following, "At no cost to Montgomery County Commission," Verizon Wireless will deliver, install, test, operate and maintain ... Further, I suggest that 9. be added and make that paragraph Montgomery County's standard legal dispute resolution verbiage. This will make the current 9. now paragraph 10.

I am of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this agreement should not be executed if it is the desire of the Commissioners.

50051-317
4660156_1

62-1118-10-1002102

6-7

Agenda

OCT 22 2012



September 20, 2012

INVOICE

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

2012-2013 Association Dues

\$13,796

Please make checks payable to ACCA and mail to:
P.O. Box 5040
Montgomery, AL 36103-5040

Payment Due October 1, 2012!



P.O. Box 5040 • Montgomery, Alabama 36103

Telephone 334-263-7594 • Fax 334-263-7678

www.alabamacounties.org

Hon. Ricky Harcrow, DeKalb County, President

Sonny Brasfield, Executive Director

September 20, 2012

Hon. Elton Dean, Chairman
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Chairman Dean:

The Association of County Commissions of Alabama has concluded another successful year. I join the Board of Directors in expressing appreciation for your county's support for the Association. Financial support as well as the personal involvement of county commission members and county employees are what have made the Association strong and realize its successes. The continuation of the combination of financial and personal support will ensure that the Association remains strong.

The Association's Board of Directors has established the dues for the year beginning October 1, 2012. We are aware your budget preparations are underway and, therefore, we are enclosing your county's 2012-2013 membership dues invoice so it might be included in your plans. Please note: the 2012-2013 membership dues are due October 1, 2012.

Please know we are very grateful for your participation in and support of this important Association. Please contact me if you have any questions, concerns or suggestions.

Sincerely,

Sonny Brasfield
Executive Director

RDB/mkc
Enclosure

CC: County Commission Administrator

79-0-14-17-0367102

ACAA MEMBERSHIP APPLICATION & RENEWAL FORM

**For 2013 Membership Year
(January 1 - December 31, 2013)**

County: Montgomery County Website: www.mc-ala.org

Address/City/Zip: P.O. Box 1667, Montgomery, AL 36102-1667

Telephone: 334/832-1210 Fax: 334/832-2533

In order to continue to receive all Association of County Administrators of Alabama (ACAA) mailings, persons must be current ACAA members. Please add the names below of all eligible members from your county, along with their titles and email addresses, who wish to join ACAA. Eligible members include county commission Administrators; Assistant Administrators; and any other persons, by whatever title designated, who performs the duties of Administrators or Assistant Administrators to the various governing bodies of the State of Alabama. Renewal of membership in ACAA for 2013 is due by November 30, 2012. Direct any questions regarding ACAA renewal to Paulette Williams at 334-263-7594.

Name: Donald L. Mims Title: Administrator Email: donaldmims@mc-ala.org

Name: John A. Mitchell, Sr. Title: Deputy Administrator Email: johnmitchell@mc-ala.org

Name: _____ Title: _____ Email: _____

Name: _____ Title: _____ Email: _____
(use additional paper, if needed)

Total Amount Enclosed: \$ 75.00 (\$50 Administrator + \$25 each Asst. Admin. and Others)

Payment Due Upon Receipt

Please make check **payable to ACAA** and mail to:

ACAA - P.O. Box 5040 - MONTGOMERY, AL 36103

ID: 0000011010

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: (866)467.1825

INVOICE

DATE	DESCRIPTION	AMOUNT
	Montgomery County County Membership Dues 01/01/2013 - 12/31/2013 <i>2013 dues remain the same for a sixth year in a row per the NACo Board of Directors. Thank you for your membership in NACo!</i> <i>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 and Dental Discount Programs, free information, and 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 along with research, grants information and so much more!</i> <i>If you need additional information, please contact Ilene Manster, Membership Coordinator, at 1-888-407-NACo (6226) x291 or e-mail imanster@naco.org.</i> Total: \$4,745.00 Less Amount Paid: \$-0.00	
TOTAL		\$4,745.00

▼ PLEASE RETURN WITH PAYMENT ▼

ID: 0000011010

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

Date: 9/6/2012

Invoice #: 87574

\$4,745.00

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



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

OCT 22 2012

October 22, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator *DLM*

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

**NC-2012-127: Rescind Appropriation to BOE, Jefferson Davis High School, for Basketball Program - \$1,000; (Wilson)

NC-2013-34: BOE, Jefferson Davis High School, for Baseball Program - \$1,000; (Wilson)

NOTE: Since a check has been issued to BOE, Jefferson Davis High School in the proper amount, a replacement check is not to be issued but that it is to be noted in the Finance Department's records that the purpose of the appropriation is to be changed from Basketball Program to Baseball Program as requested by the school.

** NC-2013-10: Rescind Appropriation to BOE, Hayneville Road School, for Principal's Discretionary Fund - \$500; (Dean)

NOTE: This school has been closed down.

C-2013-21: Montgomery Area Chamber of Commerce, for the Promotion of Minority-Owned Businesses Located in the West Side of Montgomery, for The Lacey-Boyd Annual New Year's Day Parade 2013 - \$250; (Wilson)

C-2013-22: Iron Men Outdoor Ministries, Inc., for Various Outdoor Activities Assisting Children in Need, Handicap Citizens and the Homeless - \$1,800; (Ingram)

MEMORANDUM
Montgomery County Commission
October 22, 2012
Page 2

- C-2013-23: Council on Substance Abuse-NCADD, for the Youth Advisory Board's PSA Contest Regarding the Dangers of Tobacco, Alcohol, and Other Drugs - \$250; (Wilson)
- C-2013-24: Montgomery County Recreation Department, Cleveland Avenue YMCA, for Youth Program - \$200; (Wilson)
- C-2013-25: Alabama Dance Theatre, for Free Admission for Title One Economically Disadvantaged School Children and Twenty Montgomery Area Outreach Organizations to the Production of "Celebration of the Season", Also to Fund a Teacher Workbook Preparing Each Student for the Performances - \$3,000; (Wilson)
- NC-2013-35: City of Montgomery, to be used by BONDS to Support the Brighton Area Homeowner's Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Wilson)

****Rescind**

DLM/tll

Agenda

OCT 22 2012

MEMORANDUM

To: Donald L. Mims, Administrator

From: Pat Silas, Purchasing Manager *ps*

Date: October 3, 2012

Subject: Invitation to Bid No. 51100-12B-024,
Clean Saturday Trash Pick-Up Service

Request that approval of award on the above referenced Invitation to Bid, to the only bid received, Advanced Disposal, based on Part I of the bid, in the amount of \$53,430.00, be placed on future agenda for a County Commission meeting. (copy of spread sheet attached)

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO. 51100-12B-024				ADVANCED DISPOSAL - ATTN: LYNN GOWAN- PHONE#866-252-0458; FAX#334-283-2670		NO BID RECEIVED - DAVID JORDAN & CO.						PRICE PAID TO ADVANCED DISPOSAL - LAST YEAR	
ISSUED: SEPT. 11, 2012													
BID OPENING DATE: SEPT. 27, 2012													
DEPT: COUNTY COMMISSION													
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
PI	COMPACTOR TRUCKS												
1	PIKE ROAD	MO	12	\$590.00	\$7,080.00							\$520.20	\$6,242.40
2	HOPE HULL	MO	12	\$590.00	\$7,080.00							\$520.20	\$6,242.40
3	PINTALA SCHOOL	MO	12	\$590.00	\$7,080.00							\$520.20	\$6,242.40
4	RAMER TRANSFER	MO	12	\$590.00	\$7,080.00							\$520.20	\$6,242.40
5	PINE LEVEL PARK	MO	12	\$590.00	\$7,080.00							\$520.20	\$6,242.40
6	MOUNT MEIGS	MO	12	\$590.00	\$7,080.00							\$520.20	\$6,242.40
	LANDFILL-25T/MO	TN	300	\$36.50	\$10,950.00							\$36.00	\$10,800.00
PII	30 YD ROLL-OUTS												
1	PIKE ROAD	MO	12	\$590.00	\$7,080.00							\$520.20	\$6,242.40
2	HOPE HULL	MO	12	\$590.00	\$7,080.00							\$520.20	\$6,242.40
3	PINTALA SCHOOL	MO	12	\$590.00	\$7,080.00							\$520.20	\$6,242.40
4	RAMER TRANSFER	MO	12	\$590.00	\$7,080.00							\$520.20	\$6,242.40
5	PINE LEVEL PARK	MO	12	\$590.00	\$7,080.00							\$520.20	\$6,242.40
6	MOUNT MEIGS	MO	12	\$590.00	\$7,080.00							\$520.20	\$6,242.40
	LANDFILL-25T/MO	TN	300	\$36.50	\$10,950.00							\$36.00	\$10,800.00
	11 BIDS MAILED												
TOTAL BID AMOUNTS				\$106,860.00								\$96,508.80	

Notes:

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OCT 22 2012

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 3

DEPARTMENT: County Comm Appropriatio REVIEWED: S. Thomas 10/1/2012
DATE: 10/1/2012 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	68,000	-37,500	30,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		191,063	0	191,063

JUSTIFICATION:

Appropriation to the City of Montgomery for Indigent Health Care.

OCT 22 2012

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 4

DEPARTMENT:	County Commission	REVIEWED:	S. Thomas	10/17/2012
DATE:	10/17/2012	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
Mont Area Chamber of Commerce	001-59320.483	300,000	10,000	310,000
Misc In-House Appropriations	001-59310.498	30,500	-10,000	20,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		330,500	0	330,500

JUSTIFICATION:

To provide funds for the inaugural 2013 College Football All-Star Game to take place January 19, 2013 , under the auspices of the Chamber's mission to foster economic growth through the recruitment of visitors to Montgomery County and improve the quality of life for County residents.

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

CONTRACT AGREEMENT

WITNESS THIS AGREEMENT by and between the Montgomery County Commission, a body corporate and political, hereinafter referred to as the County, and Montgomery Area Chamber of Commerce, Inc. hereinafter referred to as The Chamber, for and in consideration of the mutual covenants herein contained the receipt and sufficiency whereof being hereby acknowledged as follows:

The County agrees to pay the Chamber, the sum of ten thousand dollars (\$10,000) payable upon request.

The Chamber will direct these funds to the launch and implementation of the inaugural 2013 College Football All-Star Game to take place on January 19, 2013, under the auspices of the Chamber's mission to foster economic growth through the recruitment of visitors to Montgomery County and improve the quality of life for County residents.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on this 7th day of September 2012.

Montgomery Area Chamber of Commerce

Montgomery County Commission

By: _____
Its: RANDALL L. GEORGE
President, Montgomery Area
Chamber of Commerce
P.O. Box 79
Montgomery, Alabama 36101

By: _____
Its: ELTON N. DEAN, SR.
Chairman, County Commission
P.O Box 1667
Montgomery, Alabama
36102-1667

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

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ESTABLISHED 1816

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TDD (334) 265-3568
www.mcoale.org

Agenda

OCT 22 2012

October 18, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Detention Facility

During the October 9, 2012 County Commission meeting, the Commission agreed to place a Position Fill Request for Corrections Officer Trainee/Corrections Officer, Position Number 205 on the next agenda for the Detention Facility.

I am requesting approval of this item.

DLM/tn

Attachment

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number 205

Proposed Effective Date October 1, 2012

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

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

D T Marshall
Department Head KH

Date September 26, 2012

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 _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Agenda

OCT 22 2012

Date: October 9, 2012
To: Donald L. Mims, Administrator
From: John A. Mitchell, Sr.
Re: Travel / Training Request



Request approval to be granted for the following:

Destination: Jacksonville, Al
Departure Date: November 1, 2012 Return Date: November 2, 2012
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Alabama Trails Conference (ATC)

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

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

Total (est.) Cost: \$486.66 Advance Registration Required: \$150.00

Department Name: County Commission Fund Name: General

Additional Comments: Meals - \$150; Lodging - \$97.01; Registration - \$150.00; Mileage - \$89.65

To: John A. Mitchell, Sr.

From: Donald L. Mims, Administrator

The above request is app. 10/22/12 reimbursement of actual and necessary expenses in the
approximate amount of \$486.66 and advance registration of \$150.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$22,500.00</u>	
Current Requests:	<u>\$486.66</u>	
Budget Balance:	<u>\$22,013.34</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/10/2012

cc: Finance Director / Buyer

16-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda

OCT 22 2012

Date: October 18, 2012
To: Donald L. Mims, Administrator
From: John A. Mitchell, Sr. *JAM*
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Clanton, Al
Departure Date: November 14, 2012 Return Date: November 14, 2012
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: 13th Annual Public Employees Safety Council of Alabama Conference

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

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

Total (est.) Cost: \$43.40 Advance Registration Required: \$0.00

Department Name: County Commission Fund Name: General

Additional Comments: Mileage - \$43.40

To: John A. Mitchell, Sr.
From: Donald L. Mims, Administrator

The above request is app. 10/22/12 reimbursement of actual and necessary expenses in the
approximate amount of \$43.40 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$22,500.00</u>	
Current Requests:	<u>\$530.06</u>	
Budget Balance:	<u>\$21,969.94</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/18/2012

cc: Finance Director / Buyer

16-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 22 2012

Request # 1

Date: October 16, 2012
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, Alabama
Departure Date: November 6, 2012 Return Date: November 7, 2012

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Attend 2012 Auburn University Tax Seminar

Qualifies toward 40 hours of CPE required annually for CPA license.

Traveler (s) Name: 1. Sherrill Thomas 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$294.32 Advance Registration Required: \$150.00

Department Name: Finance Fund Name: General

Additional Comments: Registration \$150 Mileage \$124.32 Lunch \$20

To: Sherrill R. Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 10/22/12 reimbursement of actual and necessary expenses in the
approximate amount of \$294.32 and advance registration of \$150.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51110-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$3,000.00</u>	
Current Requests:	<u>\$294.32</u>	
Budget Balance:	<u>\$2,705.68</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/16/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 22 2012

Request # 2

Date: October 15, 2012
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, Alabama

Departure Date: December 6, 2012 Return Date: December 7, 2012

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Attend 2012 AMROA Winter Conference in Auburn, AL.
Attendee will earn 12 CPE Hours toward her annual 40 hour CRE continuing education certification requirement.

Traveler (s) Name: 1. Te'Rea Smith 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$270.00 Advance Registration Required: \$195.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fee of \$195.00 to be direct billed to Montgomery County Commission
Tax & Audit Department by Auburn University Center for Governmental Services.
Meals \$12. Lodging \$0. Mileage \$63.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 10/22/12 reimbursement of actual and necessary expenses in the
approximate amount of \$270.00 and advance registration of \$195.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51800.265 (ex: 000-00000-000)
Description: Registration & Training
Current Budget: \$8,000.00
Approved Requests: \$600.00
Budget Available: \$7,400.00
Current Requests: \$270.00
Budget Balance: \$7,130.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/16/2012

cc: Finance Director / Buyer

16-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Agenda

OCT 22 2012

Date: October 2, 2012
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, Al.
Departure Date: October 10, 2012 Return Date: October 12, 2012
Conference Leave (Days / Hours): three days
Purpose of Travel: Attend Alabama council on crime and delinquency

Traveler (s) Name: 1. Preston Frazier 4. _____
2. Alex Thomas 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$500.00 Advance Registration Required: _____

Department Name: Youth Facility Fund Name: 001-52604-265

Additional Comments: _____

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 10/22/12 reimbursement of actual and necessary expenses in the
approximate amount of \$500.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52604.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$5,000.00</u>	
Current Requests:	<u>\$500.00</u>	
Budget Balance:	<u>\$4,500.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/16/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 22 2012

Request # 2

Date: October 2, 2012
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach
Departure Date: October 23, 2012 Return Date: October 26, 2012
Conference Leave (Days / Hours): three days
Purpose of Travel: 2012 Court Referral/community corrections conference

Traveler (s) Name: 1. Melinda McGarry 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Youth Facility Fund Name: 001-52604-265

Additional Comments: ADMINISTRATIVE LEAVE ONLY

To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 10/22/12 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52604.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$5,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$5,000.00</u>
Current Requests:	<u>\$500.00</u>
Budget Balance:	<u>\$4,500.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/16/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 22 2012

Request # 3

Date: October 2, 2012
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, Al.
Departure Date: November 1, 2012 Return Date: November 1, 2012
Conference Leave (Days / Hours): one day
Purpose of Travel: Attend Toxic people; living and working with high-conflict individuals

Traveler (s) Name: 1. Lois Caffey 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$79.00 Advance Registration Required: _____

Department Name: Youth Facility Fund Name: 001-52604-265

Additional Comments: _____

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 10/22/12 reimbursement of actual and necessary expenses in the
approximate amount of \$79.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52604.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$5,000.00</u>	
Current Requests:	<u>\$579.00</u>	
Budget Balance:	<u>\$4,421.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/16/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 22 2012

Request # 1

Date: October 17, 2012
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

SKM

Request approval to be granted for the following:

Destination: Clanton, AL
Departure Date: November 14, 2012 Return Date: November 14, 2012
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: 13th Annual Public Employees Safety Council of Alabama Conference

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

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

Total (est.) Cost: \$43.40 Advance Registration Required: -0-

Department Name: Risk Management Fund Name: Liability

Additional Comments: Mileage - \$43.40

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

The above request is app. 10/22/12 reimbursement of actual and necessary expenses in the
approximate amount of \$43.40 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$2,258.00</u>	
Budget Available:	<u>\$12,742.00</u>	
Current Requests:	<u>\$43.40</u>	
Budget Balance:	<u>\$12,698.60</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 10/17/2012
cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

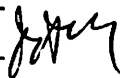
Appendix C

Agenda

OCT 22 2012

Request # 1

Date: October 9, 2012
To: Donald L. Mims, Administrator
From: James Williams
Re: Travel / Training Request



Request approval to be granted for the following:

Destination: Jacksonville, Al
Departure Date: November 1, 2012 Return Date: November 2, 2012
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Alabama Trails Conference (ATC)

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

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

Total (est.) Cost: \$397.01 Advance Registration Required: \$150.00

Department Name: Parks & Recreation Fund Name: Parks & Recreation

Additional Comments: Registration- \$150; Meals - \$150; Lodging - \$97.01

To: James Williams

From: Donald L. Mims, Administrator

The above request is app. 10/22/12 reimbursement of actual and necessary expenses in the
approximate amount of \$397.01 and advance registration of \$150.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>008-57200.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$1,500.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$1,500.00</u>	
Current Requests:	<u>\$397.01</u>	
Budget Balance:	<u>\$1,102.99</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/9/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 22 2012

Request # 6

Date: October 11, 2012
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Eufaula, AL
Departure Date: October 23, 2012 Return Date: October 23, 2012
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: To Attend: Criminal Law Update Seminar

Traveler (s) Name: 1. Blake Trammer 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

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

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 10/22/12 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$45,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$45,000.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$45,000.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/12/2012

cc: Finance Director / Buyer