

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

NOVEMBER 5, 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:

Risk Manager Scott Kramer
Executive Director Melanie McClure with the Council on Substance Abuse-NCADD
Alabama Red Ribbon Coalition Executive Director David Peterson
Sharon Richards with Catch Coalition

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Polizos

Pledge of Allegiance Led By Commissioner Williams

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of October 22, 2012

RESOLUTION:

Consider Resolution Proclaiming November 11-17, 2012, as Military Appreciation Week
in Montgomery County, Alabama

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. **Consider Board Member Appointments to the Southeast Alabama Emergency Medical Services Council, Inc., County Commission**
2. **Consider Resolution to Adopt the Alabama Department of Economic and Community Affairs, Community Development Block Grant Standards of Conduct and Methods of Procurement, County Commission**
3. **Consider Resolution to Adopt the Community Development Block Grant Housing Rehabilitation Program Housing Policy Statement and Procedures, County Commission**
4. **Consider Resolution to Commit Matching Funds in the amount of \$35,000 for Eastwood Villa, CDBG Project Number CY-CM-RR-12-005, County Commission**
5. **Consider Resolution Authorizing the County's Thanksgiving Holiday Observance on Friday, November 23, 2012, Contingent on the Governor Authorizing the Closing of State Offices, County Commission**
6. **Consider Resolution Authorizing the County's Christmas Holiday Observance on Monday, December 24, 2012, Contingent on the Governor Authorizing the Closing of State Offices, County Commission**
7. **Consider Resolution Authorizing the County's New Year's Day Holiday Observance on Monday, December 31, 2012, Contingent on the Governor Authorizing the Closing of State Offices, County Commission**
8. **Consider Mid-Alabama Coalition for the Homeless (MACH) Emergency Solution Grant Program located in Montgomery County proposed by the Montgomery Area Coalition for the Homeless, Inc., County Commission**
9. **Consider Victims of Domestic Violence Emergency Solutions Grant Program located in Montgomery County proposed by the Alabama Coalition Against Domestic Violence, County Commission**
10. **Consider Administrative Agreement with Central Alabama Regional Planning and Development Commission to Render Administration Services Regarding the Housing Rehabilitation Improvements for Eastwood Villa, CDBG Project No. CY-CM-RR-12-005 and Related Resolution, County Commission**

11. Consider Replacement Statutory Warranty Deed for the Conveyance of the Decatur Street Property to the Board of Education as Previously Approved April 17, 2006, County Commission
12. Consider Vehicle Allowance for Purchasing Manager Pat Silas, Support Services
13. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
14. Consider Budget Change Request Number 7, County Commission Appropriations
15. Consider Position Fill Request for County Road Equipment Operator III, Position Number 620553009, Engineering Department
16. Consider Position Fill Request for Juvenile Probation Officer I, Position Number 900304007, Youth Facility
17. Consider Travel/Training Requests (3)

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:

Managing Director Mike Dunn with Merchant Capital
Revenue Commissioner Janet Y. Buskey and Chief Appraiser Clay Henley

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

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 14, 2012

Organizational County Commission Meeting
1:30 p.m. - Information Session
2:00 p.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

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 Deputy 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 1 Traffic Control Technician – 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 3 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

November 5, 2012

RESOLUTION

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby proclaim November 11-17, 2012, as MILITARY APPRECIATION WEEK in Montgomery County, Alabama.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 5th day of November, 2012.

11-05-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-26-12

Check Number	To	Check Number
230015		230060
Total Checks Paid		\$148,039.49

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

Agenda

NOV - 5 2012

11-05-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-26-12

Check Number	To	Check Number
230061		230153
Total Checks Paid		\$828,949.21

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

**THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID**

**CHECKS ARE DATED
11/02/12**

Payroll Check Number	114271	To	Payroll Check Number	114384	\$	80,817.84
Direct Deposits					\$	771,042.75
Payroll Check Number	114385	To	Payroll Check Number	114407	\$	246,210.23
Direct Deposits					\$	321,065.15
Federal Deposits					\$	282,894.47
Total Payroll Paid					\$	1,702,030.44

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

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

NOV - 5 2012

November 1, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

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

During the October 22, 2012, the Commission discussed the reappointments of the eight individuals who serve on the Southeast Alabama Emergency Medical Services Council, Inc., whose terms expire November 3, 2012. These members have been contacted and they would like to be reappointed to another full term on this Council.

I am requesting approval of these reappointments.

Thank you for your consideration.

DLM/tn

Attachment

Southeast Alabama Emergency
Medical Services Council, Inc.

Members:**Term Expires:**

Asst. Fire Chief Bill Petrey
Medic Division
Montgomery Fire Department
P.O. Box 1111
Montgomery, AL 36101-1111
1055 Holley Mill Road
Eclectic AL 36024
Work: (334) 625-2960
Cell: (334) 354-6426

11/3/2012

Annitta Love
134 Cantabury Lane
Millbrook, AL 36054
Work: (334) 420-4483
Cell: (334) 467-4857

11/3/2012

Mike Green
47 Honeysuckle Lane
Cecil, AL 36013
Home: (334) 277-2153
Cell: (334) 309-5026

11/3/2012

Patti Brown
Haynes Ambulance
2530 East Fifth Street
Montgomery, AL 36107
Work: (334) 241-5259

11/3/2012

John Treat
P.O. Box 441
Hope Hull, AL 36043
Cell: (334) 318-9924

11/3/2012

Keith Bryan
110 Zolman Road
Ramer, AL 36069
Home: (334) 284-6307
Cell: (334) 303-3840

11/3/2012

Doug Tisdale
CARE Ambulance
1150 Panama Street
Montgomery, AL 36107
Cell: (334) 850-2636
Work: (334) 386-3802

11/3/2012

Southeast Alabama Emergency
Medical Services Council, Inc.

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

11/3/2012

Term: 1 year

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

George McCain
Chairman

Greg Clark
Executive Director

October 17, 2012

Agenda

NOV - 5 2012

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

RE: CDBG Project No. CY-CM-RR-12-005 / Housing Rehabilitation Improvements for Eastwood Villa

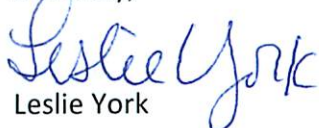
Dear Commissioners:

I would like to again congratulate the County on conditional approval of the CDBG project referenced above. This is a tremendous opportunity for residents in the Eastwood Villa community and the first housing rehabilitation project I am aware of that has ever been awarded under the County Competitive Fund. In order to meet several of the conditions in the Letter of Conditional Commitment (LCC) from ADECA dated September 14, 2012, it will be necessary for the County to approve and adopt three separate resolutions relating to specific items addressed in the letter. These resolutions, attached for your review, along with a brief description, are provided below:

- *1) Resolution to adopt ADECA/CDBG's Standards of Conduct and Methods of Procurement – the LCC Bidding and Contracting Compliance Questionnaire that must be executed for this grant references these two documents and when they were adopted. Both of these documents pertain to this CDBG project and simply cover the conduct governing employees engaged in administration of the grant and procurement (small purchase/sealed bids/negotiations/price-cost analysis), respectively.
- 2) Resolution to adopt the Program's Housing Policy Statement and Procedures (which were provided in draft form to ADECA in the application) – this document provides all parameters of the housing application/rehabilitation process. This policy pertains strictly to this CDBG project.
- 3) Resolution to Commit Matching Funds (\$35,000) in the event homeowner match does not materialize – this is requested by ADECA as a precaution and back-up guarantee that the project will include sufficient matching funds based on the amount of grant funds that are awarded. I do not anticipate any problem with the homeowner match commitment because we will not rehabilitate a home where the owner does not provide required matching funds.

In addition to the resolutions that will need to be approved and adopted, there will be other standard forms and documentation that will require execution by the Chairman and Donnie Mims. One of the forms will also require notarization. I will be at the Commission meeting on Monday, October 22, 2012 to discuss further and answer any questions you may have. Thank you in advance for your consideration of these resolutions.

Sincerely,


Leslie York

Enclosures

RESOLUTION NO. _____

WHEREAS, the Montgomery County Commission has been awarded Community Development Block Grant (CDBG) funds from the Alabama Department of Economic and Community Affairs (ADECA), and

WHEREAS, implementation of any CDBG project requires the Montgomery County Commission to comply with all regulations in accordance with the Housing and Community Development Act of 1974, as amended, along with associated programmatic guidelines as adopted by ADECA, and

WHEREAS, one such requirement is that the Montgomery County Commission implement said CDBG program(s) in accordance with written Standards of Conduct (Attachment A to this Resolution) and Methods of Procurement (Attachment B to this Resolution).

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Commission as follows:

SECTION 1. That the attached Standards of Conduct (Attachment A to this Resolution) and Methods of Procurement (Attachment B to this Resolution) are adopted for use with any and all CDBG projects implemented by the County.

SECTION 2. That the Alabama State Bid Law and the Public Works Bid Law be followed, in conjunction with the Federal Common Rule (as adopted by ADECA).

SECTION 3. That said policies are hereby adopted by the Montgomery County Commission for the purpose of implementation of current CDBG projects, and will remain in effect for that purpose and future CDBG projects, until said policies are otherwise amended.

PASSED, ADOPTED AND APPROVED this 5th day of November, 2012.

Elton N. Dean, Sr.
Chairman

ATTEST:

Donald Mims
County Administrator

Attachment A

STANDARDS OF CONDUCT

No employee, officer, or agent of the Montgomery County Commission shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved (such a conflict would arise when: the employee, officer, or agent; or any member of his immediate family, his partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The officers, employees, or agents of the Montgomery County Commission, will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. (The Montgomery County Commission may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.)

To the extent permitted by state (Title 36, Chapter 25, Alabama Code) or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the officers or employees of the Montgomery County Commission, or agents, or by contractors or their agents.

Attachment B

METHODS OF PROCUREMENT

The Montgomery County Commission will follow the procurement methods described below and will ensure that all contracts will be in writing, include the appropriate state, federal, and local clauses, and that all contracts will be authorized by the Montgomery County Commission. Further, the Commission will ensure that the procurement of labor, services, or materials will be conducted in accordance with these local written procedures that conform to 24 CFR 85.36 (Common Rule), Title 41, Code of Alabama (Bid Law), and Title 39, Code of Alabama (Public Works Law). All procurement follows one of the following methods:

1. SMALL PURCHASE

- a. See State Bid Law (Title 41, Code of Alabama) Common Rule (24CFR85.36),
 1. Price or rate quotations for purchases or contracts with an aggregate cost \$15,000 or less must be obtained from at least three (3) qualified sources. (No purchase or contract involving an amount in excess of \$15,000 shall be divided into parts involving amounts \$15,000 or less for the purpose of avoiding the requirements of the Bid Law.) File documentation is required.
- b. See Public Works Law (Title 39, Code of Alabama) and Common Rule (24CFR85.36),
 1. Price or rate quotations for professional services with an aggregate cost of \$100,000 or less must be obtained from at least three (3) qualified sources. File documentation and contract for professional services are required.
 2. Contracts for public works involving \$50,000 or less may be let without advertising or sealed bids. Price or rate quotations must be obtained from at least three (3) sources. (No public work involving a sum in excess of \$50,000 shall be split into parts involving sums of \$50,000 or less for the purposes of evading the Public Works Law.) File documentation is required.

2. SEALED BIDS

- a. See State Bid Law (Title 41, Code of Alabama),
 - 1. All purchases in excess of \$15,000 shall be advertised by posting notice thereof on a bulletin board maintained outside the purchasing office and in any other manner and for any length of time as may be determined. Sealed bids shall also be solicited by sending notice by mail or other electronic means to all persons, firms, or corporations who have filed a request in writing that they be listed for solicitation on bids for the particular items that are set forth in the request. All bids shall be sealed when received and shall be opened in public at the hour stated in the notice.
 - 2. All original bids together with all documents pertaining to the award of the contract shall be retained in accordance with a retention period of at least seven years established by the Local Government Records Commission and shall be open to public inspection.
- b. See Public Works Law (Title 39, Code of Alabama),
 - 1. Definition of Public Works: The construction, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, repaired, renovated, or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise.
 - 2. Before entering into any contract for a public works involving an amount in excess of \$50,000, the awarding authority shall advertise for sealed bids. If the awarding authority is the state or a county, or an instrumentality thereof, it shall advertise for sealed bids at least once each week for three consecutive weeks in a newspaper of general circulation in the county or counties in which the improvement or some part thereof, is to be made. If the awarding authority is a municipality, or an instrumentality thereof, it shall advertise for sealed bids at least once in a newspaper of general circulation published in the municipality where the awarding authority is located. If no newspaper is published in the municipality, the awarding authority shall advertise by posting notice thereof on a bulletin board maintained outside

the purchasing office and in any other manner and for the length of time as may be determined. In addition to bulletin board notice, sealed bids shall also be solicited by sending notice by mail to all persons who have filed a request in writing with the official designated by the awarding authority that they be listed for solicitation on bids for the public works contracts indicated in the request. For all public works contracts involving an estimated amount in excess of \$500,000, awarding authorities shall also advertise for sealed bids at least once in three newspapers of general circulation throughout the state.

3. The advertisements shall briefly describe the improvement, state that plans and specifications for the improvement are on file for examination in a designated office of the awarding authority, state the procedure for obtaining plans and specifications, state the time and place in which bids shall be received and opened, and identify whether prequalification is required and where all written prequalification information is available for review. All bids shall be opened publicly at the advertised time and place.

3. COMPETITIVE NEGOTIATIONS

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- a. See Common Rule (24CFR85.36)
- b. Requests for proposals will be publicized and identify all evaluation factors and their relative importance.
- c. Proposals will be solicited from an adequate number of qualified sources.
- d. Grantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees.
- e. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

- f. Grantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

4. NONCOMPETITIVE NEGOTIATIONS

Procurement by noncompetitive proposals or "sole source" is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies: the item is available only from a single source; the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; the awarding agency authorizes noncompetitive proposals; and after solicitation of a number of sources, competition is determined inadequate.

- a. Proper documentation that one or more of the above circumstances existed.
- b. There is no conflict of interest by the parties involved.
- c. Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

5. PRICE/COST ANALYSIS

Grantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals.

- a. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts.

- b. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation.
- c. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.
- d. Grantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed.
- e. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- f. Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.
- g. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

George McCain
Chairman

Greg Clark
Executive Director

October 17, 2012

Agenda

NOV - 5 2012

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

RE: CDBG Project No. CY-CM-RR-12-005 / Housing Rehabilitation Improvements for Eastwood Villa

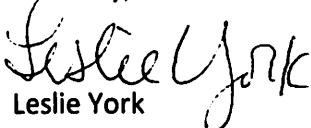
Dear Commissioners:

I would like to again congratulate the County on conditional approval of the CDBG project referenced above. This is a tremendous opportunity for residents in the Eastwood Villa community and the first housing rehabilitation project I am aware of that has ever been awarded under the County Competitive Fund. In order to meet several of the conditions in the Letter of Conditional Commitment (LCC) from ADECA dated September 14, 2012, it will be necessary for the County to approve and adopt three separate resolutions relating to specific items addressed in the letter. These resolutions, attached for your review, along with a brief description, are provided below:

- 1) Resolution to adopt ADECA/CDBG's Standards of Conduct and Methods of Procurement – the LCC Bidding and Contracting Compliance Questionnaire that must be executed for this grant references these two documents and when they were adopted. Both of these documents pertain to this CDBG project and simply cover the conduct governing employees engaged in administration of the grant and procurement (small purchase/sealed bids/negotiations/price-cost analysis), respectively.
- * 2) Resolution to adopt the Program's Housing Policy Statement and Procedures (which were provided in draft form to ADECA in the application) – this document provides all parameters of the housing application/rehabilitation process. This policy pertains strictly to this CDBG project.
- 3) Resolution to Commit Matching Funds (\$35,000) in the event homeowner match does not materialize – this is requested by ADECA as a precaution and back-up guarantee that the project will include sufficient matching funds based on the amount of grant funds that are awarded. I do not anticipate any problem with the homeowner match commitment because we will not rehabilitate a home where the owner does not provide required matching funds.

In addition to the resolutions that will need to be approved and adopted, there will be other standard forms and documentation that will require execution by the Chairman and Donnie Mims. One of the forms will also require notarization. I will be at the Commission meeting on Monday, October 22, 2012 to discuss further and answer any questions you may have. Thank you in advance for your consideration of these resolutions.

Sincerely,


Leslie York

Enclosures

RESOLUTION NO. _____

WHEREAS, the Montgomery County Commission has been awarded PY 2012 Community Development Block Grant (CDBG) funds from the Alabama Department of Economic and Community Affairs (ADECA) in order to make housing rehabilitation improvements to eligible and approved houses in the Eastwood Villa community of Montgomery County; and

WHEREAS, implementation of said CDBG project requires the Montgomery County Commission to establish a policy that sets forth priorities, procedures, and guidelines under which the rehabilitation program will be conducted; and

WHEREAS, the attached "Policy Statement and Procedures" has been developed specifically for CDBG Project No. CY-CM-RR-12-005 and will be used for implementation of this project alone.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Commission as follows:

SECTION 1. That the attached "Policy Statement and Procedures" is adopted for use with CDBG Project No. CY-CM-RR-12-005, as implemented by the County, and establishes a policy that sets forth priorities, procedures, and guidelines under which the rehabilitation program will be conducted.

SECTION 2. That said policy is hereby adopted by the Montgomery County Commission for the purpose of implementation of CDBG Project No. CY-CM-RR-12-005 and will remain in effect for that purpose or until said policy is otherwise amended.

PASSED, ADOPTED AND APPROVED this 5th day of November, 2012.

Elton N. Dean, Sr.
Chairman

ATTEST:

Donald Mims
County Administrator

MONTGOMERY COUNTY COMMISSION

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

**Housing Rehabilitation Program for
Eastwood Villa Community
CDBG Project No. CY-CM-RR-12-005**

**Administered By:
MONTGOMERY COUNTY COMMISSION**

POLICY STATEMENT AND PROCEDURES

**Financial Assistance Provided Through:

THE ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS**

Overview

The Montgomery County Commission is undertaking efforts to provide financial assistance to qualified homeowners and owners of rental property, where income and tenure qualify the unit for partial financing, to partially or fully rehabilitate the housing units to meet housing priorities established by the County. The defined project area is in the Eastwood Villa community and can be generally defined as those housing units from Plaza Drive west. It is expected that a minimum of eighteen (18) dwelling units will be partially to fully rehabilitated through the program.

The overall objective of the program is the partial to full rehabilitation of those qualified housing units located in the project area that are suitable for rehabilitation, and the implementation of improvements required to bring first and foremost the most critical health and safety concerns in the individual units up to compliance with established housing rehabilitation priorities. This policy sets forth the priorities, procedures and guidelines under which the rehabilitation program will be conducted, and is within the eligibility guidelines set out by the U.S. Department of Housing and Urban Development, the Alabama Department of Economic and Community Affairs and the Housing and Community Development Act of 1974, as amended.

Rehabilitation – Definition & Eligibility

The term "rehabilitation" as used herein is defined as:

"Necessary repairs and improvements required to enable a housing unit to meet the established housing rehabilitation priorities as stated under Part A (K.) herein, and Lead Based Paint Regulations at 24 CFR Part 35 in order to be considered a decent, safe and sanitary dwelling in which to reside."

Only those units considered to be suitable for rehabilitation¹ will be considered for the program and only then after a complete inspection by the Rehabilitation/Code Enforcement Officer and the completion of a rehabilitation cost estimate. As used herein the term "suitable for rehabilitation" is defined as:

A housing unit that is economically feasible² to structurally rehabilitate to bring it into general compliance with adopted standards. Said housing unit must not exceed a \$25,000 cap for the hard costs of rehabilitation as defined at 24 CFR 35.915(b). Further, in compliance with ADECA policy letter 13 (revision dated

¹ A unit that is considered not to meet this criteria may be rehabilitated under the program provided the owner provides all financing required above the amounts provided for herein, and does not cause a financial hardship on the owner occupant or tenant, as the case may be, in so doing.

² Feasibility must be considered in light of ADECA Policy Letter 13 (rev 1) and expenses related to lead based paint regulations. Accordingly, as per the April 19, 2001 joint memo from EPA and HUD abatement requirements (which can be cost prohibitive) are triggered at \$25,000 per unit. Abatement as defined by the Alabama Department of Public Health (Per Sect. 420-3-27-.03(1)(d)) does not include renovation or other activities not designed to permanently eliminate lead based paint hazards.

February 27, 2003) the housing unit's present fair market value must be \$5,000 or more and bringing the unit into compliance shall not exceed 75% of the estimated³ 'after rehabilitation value' of the unit.

Eligibility is determined in accordance with ADECA Policy Letter 23 dated December 1, 1997. An individual housing unit may only be rehabilitated through the State CDBG Program if the unit has either not been brought to code using CDBG funds or has not been rehabilitated with CDBG funds in the previous ten years. Exceptions may be made for water or sewer hook ups and handicap accessibility. Other corrections not previously required or allowed by the adopted housing code, may be allowed with prior written approval from the State. Damage to units as the result of natural disasters is an exception to this policy.

Program Administration

The Montgomery County Rehabilitation Program, as mentioned, will be conducted with funds made available through a Community Development Block Grant. By law, the Montgomery County Commission must administer the program, and through direct assignment, has placed the responsibility on specific personnel as supervised by, or directly by, personnel of the Central Alabama Regional Planning and Development Commission (CARPDC) (a.k.a. Program Administrator, CDBG Program Staff and/or CDBG Staff).

Policy Procedures

This program is designed to provide assistance to approximately eighteen (18) owner occupants or owners of tenant properties who qualify by unit and household income that otherwise qualify under the terms of the policy. To facilitate program implementation this policy is set up in two parts that outline the requirements and terms for owner occupied and tenant properties.

Emphasis will be placed on providing partial rehabilitation in conformance with priorities established at Part A (K.) herein. With eighteen (18) units identified, but not yet determined to be economically feasible to be rehabilitated, the Montgomery County Commission will attempt to address as many established priorities per unit as possible. If it is determined that sufficient funds remain to do additional work on some units to bring them to a higher standard, then priority will be given to households with children or members with physical, mobility-limiting, disabilities. This will likely be done through the use of change orders after work on initial priorities has been completed.

³ Estimate can be done by the Rehabilitation/Code Enforcement Officer and/or someone with a reasonable knowledge of housing values such as an appraiser or banker.

PART A – HOMEOWNER REHABILITATION PROGRAM

Policy Procedures

Outlined below are the eligibility and procedural guidelines that will be used in the Montgomery County Homeowner Rehabilitation Program.

A. Eligibility Requirements – In order to participate in the rehabilitation program an applicant must meet all of the following eligibility requirements:

1. Homeowner – The application must be the owner occupant at the subject dwelling, and be able to provide documentation to prove unquestionable ownership and/or life estate interest.
2. Location – The applicant must reside within the project area as delineated by the approved CDBG application mapping.
3. Rehabilitation Feasibility – The housing unit of the applicant must meet the definition of "suitable for rehabilitation" as contained in this policy.
4. Local Compliances – The housing unit must be in compliance with all local codes and ordinances, as deemed necessary and appropriate.
5. Income – An applicant must have total household income from all persons residing in the household that fall, by household size, within the categories that follow:

<u>Persons in Household</u>	<u>Maximum Annual Household Income</u>
1	\$33,700.00
2	38,500.00
3	43,300.00
4	48,100.00
5	51,950.00
6	55,800.00
7	59,650.00
8 or more	63,500.00

The above income limits are qualified Section 8 Housing Assistance limits set by the U.S. Department of Housing and Urban Development as of the time of preparation. Any subsequent income limits issued by DHUD shall automatically supersede the limits set out above upon the published effective date.

B. Rehabilitation Financing – It is the intent of this homeowner program that each participant be required to contribute a minimum amount of 10% to the cost of rehabilitation construction, or in those cases where the grant maximum must be exceeded, the participant will provide all dollars above the maximum grant allowed. Below is a summary of financing procedures to be used.

1. CDBG Financing – Each rehabilitation contract will be financed with direct CDBG funding through a direct grant not to exceed \$18,000.00, but in every case subject to the definition of "suitable for rehabilitation". There is no guaranteed amount of assistance. The direct grant will be based on work identified as necessary to bring the house up to the aforementioned housing rehabilitation priorities with respect to, first and foremost, health and safety concerns.
2. Private Financing – In order to inform the potential recipient of the 10% match requirement, or in the event that estimated rehabilitation costs will exceed the maximum grant allowance set out herein, the affected applicant will be notified in writing and be instructed to provide proof of ability to provide the amount of matching funds stipulated before the dwelling unit can be contracted.

Private financing on the non-CDBG portion of each case may be arranged as follows:

- (a) Cash Funds – Cash funds may be used to pay the non-CDBG portion of the rehabilitation contract.
 - (b) Individually Arranged Private Financing – The homeowner may arrange individual private financing for the non-CDBG portion of the rehabilitation contract. Such arrangements are subject to approval of the CDBG staff, and must otherwise meet all other requirements of this policy.
3. Other Financing Policies
 - (a) The Montgomery County Commission retains the right to waive limits contained in subsections 1 and 2 above, if strong evidence of undue hardships is presented to the CDBG Program Staff, but in no event can the contract amount trigger lead based paint abatement. Such waivers will be granted only upon the recommendation of the CDBG staff and approval of the County Commission. Examples of undue hardship include the death of a household income earner during the past year, a fire and lack of adequate insurance, or medical expenses documented as extreme.
 - (b) No ceiling will be placed on the amount of private financing participation, and program participants may spend as much over their minimum participation as may be desired.

- C. Applications – During program implementation the CDBG Program Staff will announce specific dates for homeowners to submit application. Advertisements, public service announcements and/or other media will be utilized in making the dates and places of application acceptance known. The dates for application submission will be determined by overall program progress and workload. CDBG Program Staff personnel will be available to assist in application preparation, as well as, to answer any question an applicant might have concerning the program. Application forms will be available and each applicant must sign the form acknowledging that the information given is true to the best of his/her knowledge. All applications

will be kept in strictest confidence and used only by the CDBG Program Staff and appropriate financial institutions with the consent of the applicant.

- D. Statement of Understanding – At the time the application is submitted the applicant will be required to sign a Statement of Understanding, which outlines the various parties' responsibilities under the program.
- E. Application Processing – After an application has been submitted the Program Administrator will take preliminary steps to verify data submitted such as income, household size, and home ownership. Upon completion of this process each applicant will be notified as to whether or not he/she is eligible for consideration.
- F. Applicant Rating – Program participation will generally be provided on a "first come – first served" basis. If more applications are received than can be completed under the program, or within a stated application acceptance period, all completed and eligible applications may then be rated using a point system to determine the priority order in which each case will be processed. If rating is necessary, each applicant will then be notified in writing as to the results of the rating within the application grouping. While "first come – first served" is considered to be the least biased means to determine participation, rating may become necessary. Regardless, the Montgomery County Commission and the Program Administrator reserve the right of flexibility to make decisions which ensure project funding eligibility and cost per beneficiary standards as presented in the application. The rating system to be used on eligible applicants follows:

REHABILITATION APPLICATION RATING SYSTEM

<u>Criteria Category</u>	<u>Maximum Possible Points</u>
Cost of Rehabilitation	
Under \$6,000	5
6,001 – 12,000	4
12,001 – 18,000	3
18,001 – 25,000	2
25,001 & Over	1
	5
Age (By Head of Household)	
Age 62 or Over	1
Age 61 and Under	0
	1
Head of Household	
Female Headed	2
Male Headed	0
	2
Disabled or Handicapped	
Disabled or Handicapped	
Head of Household	2
Disabled or Handicapped	
Member of Household	1
	2
Dependent Minors (Number)	
6 and Over	5
4 to 5	4
1 to 3	3
	<u>5</u>
Maximum Total Points Available	15

- G. Priority Number Assignment – The results of the rating system, if necessary, will place a priority number on each rated application to determine the order in which the application will be processed. Otherwise the applications will be processed in the order they are received and determined eligible.
- H. Application Acceptance Suspension – The Program Administrator may terminate or suspend application acceptance and processing when it appears that more applications have been received than can be assisted with funds available. If acceptance is not terminated in order to gauge demand for the program, applicants will be advised that it is highly unlikely that they will receive help because the County has more applications than they can fund.
- I. Detailed Application Case Processing – The procedure to be followed is below:
1. Ownership – Each applicant must provide a copy of the deed (and/or other pertinent information) to the property and subject dwelling for which rehabilitation is being applied for. Provision of a "life estate interest" from the deed holder may also be submitted as long as it is accompanied with a copy of the deed.
 2. Preliminary Review – The Program Administrator will review each completed application to determine if the applicant is a homeowner, and if so, resides in the subject dwelling. Based on information contained in the application the determination will be made if the applicant is income eligible.
 3. Income and Data Verification – Those applicants who pass the preliminary review may be contacted to provide income verification and any other documentation deemed appropriate to verify the application.
 4. Preliminary Dwelling Inspection – Those applicants who pass the preliminary review and income and data verification, will be contacted to arrange for a preliminary inspection of their dwellings by the CDBG Program Staff and/or the Rehabilitation/Code Enforcement Officer to determine feasibility of rehabilitation. Those applicants whose dwellings are determined not to be suitable for rehabilitation will be interviewed regarding the findings and alternatives. The results of the inspection and conference will be put in writing and forwarded to the applicant.
 5. Preliminary Cost Estimate – Based on the preliminary inspection, the Program Administrator and/or Rehabilitation/Code Enforcement Officer will contact each applicant to inform them of the preliminary cost estimate of the work to be required on the dwelling unit with respect to the five housing rehabilitation priorities established by the Rehabilitation/Code Enforcement Officer (see K. Work Write-Up on page 7), and if necessary, broken down into public and private funds required to rehabilitate the dwelling.

6. Private Financing – Should the estimate exceed the grant maximum contained herein the applicant will then have the responsibility of producing written proof of ability to provide the private match amount contained in the letter addressed in paragraph 5 above. Proof will consist of written letter of credit from a financial institution stating an amount of no less than that required; some evidence of cash or savings availability; or other evidence of ability to match deemed acceptable by the Program Administrator.
 7. Final Ranking – Applicants will receive final ranking for construction based on the order in which their eligibility and/or, in the cases where private match is required, the order in which proof of said match is received (with exceptions noted at Section F – Applicant Rating).
 8. Failure to Respond – If, during the application review, income verification and proof of match phases of the application processing, any applicant fails to respond to any request for additional information within 30 days of the date of the request, the application will be declared closed and terminated. Reopening closed files will be contingent upon the status of the program and current applications.
- J. Final Application Approval – Based on the results of the steps outlined above, the final approval of an eligible application will be made by the Program Administrator. When concerns or potential conflicts of interest exist, the Program Administrator will let the Chairman and Commission make the decision.
- K. Work Write-Up – Upon final determination and approval of the application the Rehabilitation/Code Enforcement Officer will compile a detailed work write-up, listing items by the following priority categories, for use in obtaining a contractor for the rehabilitation case. Each write-up will be accompanied by an appropriate drawing of the dwelling unit (if useful) outlining areas where work is to be performed and alterations made.

ORDER OF HOUSING REHABILITATION PRIORITIES

- | | |
|--------------------------------|----------------------------|
| 1. HEALTH and SAFETY | 4. EXTERIOR RENOVATIONS |
| a. Electrical | a. Soffit and Facial Metal |
| b. Plumbing | b. Vinyl Siding |
| c. Steps | c. Underpinning |
| d. Handrails and Porch Railing | d. Shutters |
| | e. Painting |
| 2. WEATHERIZATION | 5. INTERIOR RENOVATIONS |
| a. Roofing | a. Sheetrock |
| b. Doors (Exterior and Storm) | b. Paneling |
| c. Windows | c. Interior Painting |
| d. Insulation | d. Interior Doors |
| e. Heating and Cooling | e. Kitchen Cabinets |
| 3. FLOOR STRUCTURE | f. Underlayment |
| | g. Floorcovering |

- L. Contracting – Each contract will be bid or negotiated for the rehabilitation work. Where the opportunity may present itself, lump bidding to obtain economies of scale will be utilized. In all cases the contractor must be on the current approved contractor list maintained by the Montgomery County Commission. No contract may be entered into where the contract amount is above the cost estimate of the Rehabilitation/ Code Enforcement Officer more than 10%. The warranty period for each rehabilitated unit will be one year from the date of the executed completion certification.

No property owner may serve as his or her own contractor for any part of the work to be undertaken.

At the time of contract award the grant funds for the overall contract price will be escrowed for contract payment. Private funds, if required, will be escrowed upon receipt by the Montgomery County Commission, which must occur no later than the date of contract execution.

During construction, the CDBG Program Staff and/or Rehabilitation/Code Enforcement Officer shall conduct periodic inspections to ensure general contract compliance, but does not guarantee the work of the contractor.

During construction, the contractor may request progress payments based on percent of work items completed. These estimates must be approved by the CDBG Program Staff and/or Rehabilitation/Code Enforcement Officer and will be subject to a 10% retainage. All checks are to be made payable to the owner and contractor jointly. Final payment will be made after the final inspection and work acceptance. Prior to this, the contractor must execute a completion certification. If lead clearance testing is required, and if an acceptable test is not received and the dwelling must be retested, the Contractor will be responsible for one hundred percent (100%) of the retesting amount and all work associated with additional cleanup to allow the unit to pass testing.

If, during construction, a need arises for a change order to increase or decrease the amount of work and/or contract amount, a change order will be negotiated. The cost increase negotiated, if any, will be shared by the program and owner in accordance with Section B above provided the change order does not cause the total CDBG share to exceed the grant maximum of \$18,000.00. In this event the amount in excess of the maximum grant will be paid by the owner.

After completion of construction, issuance of final inspection and contractor payment, any private match deposited in escrow and not required for applicable change orders, will be refunded to the property owner.

PART B – RENTAL REHABILITATION PROGRAM

Policy Procedures

Outlined below are the eligibility and procedural guidelines that will be used in the Montgomery County Rental Rehabilitation Program. It should be noted, however, that owner rehabilitation is preferred over rental rehabilitation and is duly discouraged through the use of a required match.

A. Eligibility Requirements – In order to participate in the rental rehabilitation program a property must meet all of the following requirements:

1. Owner – The applicant must be the fee simple owner of the unit, and the unit must be for rent or rented on the open market at the time of, or after rehabilitation.
2. Location – The property must be located within Montgomery County and specifically within the eligible project area as defined in the CDBG application.
3. Rehabilitation Feasibility – The housing unit, or units, of the applicant must meet the definition of "suitable for rehabilitation" as contained in this policy.
4. Local Compliances – The unit, or units, must be in compliance with all local codes and ordinances, as deemed necessary and appropriate.
5. Displacement – No property will be eligible for program participation where the action would require or cause the tenant to be displaced, or the owner displaces a tenant who is not income eligible for reasons of program participation.
6. Occupant(s) – In order to meet statutory requirements of the program the occupant of a dwelling will be required to be within the low-and-moderate income limits that follow:

<u>Persons in Household</u>	<u>Maximum Annual Household Income</u>
1	\$33,700.00
2	38,500.00
3	43,300.00
4	48,100.00
5	51,950.00
6	55,800.00
7	59,650.00
8 or more	63,500.00

The above income limits are qualified Section 8 Housing Assistance limits set by the U.S. Department of Housing and Urban Development as of the time of preparation.

Any subsequent income limits issued by DHUD shall automatically supersede the limits set out above upon the published effective date.

B. Rehabilitation Financing – The Rental Rehabilitation program is designed to provide financial assistance to property owners 50% of the cost of rehabilitation and subject to the following limitations.

1. Public Financing – The public financing shall be in the form of a direct grant not to exceed \$9,000.00 per unit.
2. Private Financing – Private financing may come from any source and shall consist of no less than 50% of the total cost of rehabilitation.

C. Processing Procedures – Each rehabilitation case shall be processed in a manner based on tasks or steps that are in sequential order. Failure to complete any step may prevent the case from proceeding. The steps follow:

Step 1 Application – The property owner will prepare an application on a furnished application form.

Step 2 Preliminary Review – The application will be reviewed to determine if the case meets all of the eligibility requirements contained in Section A preceding.

Step 3 Preliminary Inspection – Those cases that are determined otherwise eligible are to receive a preliminary inspection to determine occupancy and feasibility of rehabilitation. The owner will be notified as to these determinations and informed that if the case is to proceed he/she may have to produce a title opinion at his/her own expense. The owner will have thirty calendar days to furnish title opinion (if required), or be subject to disqualification.

Step 4 Income Verification – Tenants of occupied units will have to have their incomes verified with the assistance of the property owner.

Step 5 Priorities – When steps 1-4 have been completed a preliminary cost estimate will be prepared by the Rehabilitation/Code Enforcement Officer, and the owner will be notified by letter of the amount, in a range, that is requested for proof of the private match amount. At this point, the cases will be placed in priority order as they are received.

Any owner applicant that fails to respond to a request for additional information or proof of match during Steps 1-5 within 45 days from the date of the request will be terminated and considered closed.

Step 6 Work Write-Up – Upon receipt of proof of match the Rehabilitation/Code Enforcement Officer will then prepare a detailed work write-up and cost estimate based on the housing rehabilitation priorities established under

"Part A – Homeowner Rehabilitation Program, Policy Procedures, K. Work Write-Up".

Step 7 Final Application Approval – Based on the results of the steps outlined above, the final approval of an eligible application will be made by the Program Administrator. When concerns or potential conflicts of interest exist, the Program Administrator will let the Chairman and Commission make the decision.

Step 8 Contracting – Each contract will be bid or negotiated for the rehabilitation work. In all cases the contractor must be on the current approved contractor list maintained by the Montgomery County Commission. No contract may be entered into where the contract amount is above the cost estimate of the Rehabilitation/Code Enforcement Officer more than 10%. The warranty period for each rehabilitated unit will be one year from the date of the executed completion certification.

No property owner may serve as his or her own contractor for any part of the work to be undertaken.

At the time of contract award the private funds for the overall contract price must be escrowed with the Montgomery County Commission for contract payment. Public funds will also be escrowed by the Montgomery County Commission, upon receipt of the drawdown.

During construction the CDBG Program Staff and/or Rehabilitation/Code Enforcement Officer shall conduct periodic inspections to ensure general contract compliance, but does not guarantee the work of the contractor.

If, during construction, a need arises for a change order to increase or decrease the amount of work and/or contract amount, a change order will be negotiated. The cost increase negotiated, if any, will be shared by the program and owner in accordance with Section B above provided the change does not cause the total CDBG share to exceed the grant maximum of \$9,000.00. In this event the amount in excess of the maximum will be paid by the owner.

Step 9 Inspections – During construction the CDBG Program Staff and/or Rehabilitation/Code Enforcement Officer shall conduct periodic inspections to ensure contract compliance.

Step 10 Payment Requests – During construction the contractor may request progress payments based on percent of work items completed. These estimates must be approved by the CDBG Program Staff and Rehabilitation/Code Enforcement Officer and will be subject to a 10% retainage. All checks are to be made payable to the owner and contractor jointly. Final payment will be made after the final inspection and work

acceptance. Prior to this the contractor must execute a completion certification. If lead clearance testing is required, and if an acceptable test is not received and the dwelling must be retested, the Contractor will be responsible for one hundred percent (100%) of the retesting amount and all work associated with additional cleaning to allow the unit to pass testing. Any private match funds remaining in escrow will be refunded to the owner at this time.

D. Other Program Policies

1. Rent Controls – There will be no rent controls imposed by the Montgomery County Commission.
2. Statement of Understanding – At the time an owner submits an application he/she will be asked to sign a statement of understanding that contains a summary of program policies, and the conditions under which his/her application might be tabled or delayed, and acknowledgment that no tenant has or will be evicted for the purpose of renting the unit to a household with an income eligible for program participation. No application can be accepted without this acknowledgment.
3. Participation Agreement – At the time of contract execution the owner will be required to execute an agreement with the Montgomery County Commission that will require him to rent the unit to an income eligible household as defined in Section A.6. above for a period of one (1) year. Should the owner fail to rent to an income eligible household, to the satisfaction of the Montgomery County Commission based on interviews, the owner agrees to repay the grant portion of the rehabilitation cost in an amount equal to that percent of the funds as the percentage of the one year agreement period that remains. The owner will also agree to non-discrimination (i.e., Fair Housing Act) provisions on leases, and to allow the County access to interview tenants.

MOBILE HOMES, MODULAR HOUSING AND OTHER MANUFACTURED HOUSING

1. The rehabilitation of mobile homes, modular homes or other forms of manufactured housing will be discouraged.
2. Only such forms of housing outlined above will be considered for participation if they are classified as fee simple real estate. In addition, mobiles homes must have all axels and towing assembly removed and affixed in some permanent fashion.
3. Only minimum repairs and minimal funds will be made available to the above classifications of housing to meet code with strict enforcement of the "feasible for rehabilitation" definition found on page one herein being enforced.

4. ADECA discourages any participation in excess of \$5,000.00 on a mobile home, modular housing unit, or other manufactured housing unit.

Grievance Procedures

A. General

Any person who believes he/she has been aggrieved by:

1. Determination by Program Staff – A determination by the CDBG Program Staff as to his eligibility for a rehabilitation grant or the amount of such grant; or
2. Failure to Perform – A failure on the part of the CDBG Program Staff and/or Rehabilitation/Code Enforcement Officer to correctly carry out his/her responsibilities in connection with the inspection and work write-up, or eligibility verification process (excluding contractor performance which is to be conducted under contract procedures) may file a complaint and have his case reviewed by the Chairman of the Montgomery County Commission.

B. Methods of Presentation by Claimant

1. Oral: A person may talk over his case either alone or with the assistance of another person with the Chairman within the time limits set forth below. This oral presentation does not preclude the making of a written presentation. The oral presentation will be allowed within the 15 days of the making of such request.
2. Written: If the claimant does not receive satisfaction from an oral presentation, or should he desire to forego the oral presentation, a written statement of his beliefs as to what he desires may be made to the Chairman.

C. Time Limits for Making Complaints

Generally speaking, a complaint may be filed for review no later than three (3) months after the date a person is informed of ineligibility for rehabilitation assistance, a person is informed what work is required on his/her dwelling, or a person declines to accept the terms and conditions offered to him/her in relation to the rehabilitation of his/her dwelling.

Extensions of time limits may be granted for good cause on an individual basis.

D. Review of Complaints

Upon receipt of pertinent information, whether oral or written, relative to the complaint, the Chairman shall consider the information supplied by the complaint in light of:

1. The material upon which the original determination was made, including all applicable criteria set forth in the Rehabilitation Policy; and
2. Any additional information the Chairman may, in his/her discretion, obtain by request, investigation or research to insure a fair and full review of the complaint.

A written determination shall be made by the Chairman and given to the complainant. The written determination shall state:

1. The decision of the Chairman
2. The factual and legal basis for the decision and an explanation thereof
3. The relief, if any, to which the complaint is entitled and how this may be achieved
4. In the event the decision is against the claimant, the statement shall inform the claimant that he/she has a right to appeal to the Montgomery County Commission within thirty (30) days.

The decision of the Montgomery County Commission shall be deemed final.

Other Program Policies

- A. Grievance Procedures Dissemination – Each applicant will be given a copy of the Grievance Procedures at the time he/she submits his/her application.
- B. Policy Amendment – If circumstances arise through program requirement changes or any other factor this policy may be amended in whole or in part by County Commission action.
- C. Maintenance Policy – The Montgomery County Commission is not responsible for future maintenance. Rehabilitation provided under this program is limited to the time specified in the rehabilitation individual contract, and the warranty provisions stipulated therein. Nevertheless, in order to encourage long term maintenance by the homeowners, the Program Administrator and Rehabilitation/Code Enforcement Officer will provide in-home counseling of owners in the proper care & maintenance of their houses at the time of contract completion. Further, the County may also elect to provide group training for homeowners at a location in closer proximity to the Eastwood Villa community.
- D. Use of Other Funds – Pursuant to the Letter of Conditional Commitment from ADECA to the Montgomery County Commission, the County must indicate how the other funds shown in the application will be used with CDBG funds in the implementation of the proposed program. For this project, the County will use local funds to pay for grant administration, lead testing and/or the cost of the Rehabilitation/Code Enforcement Officer.

Adoption

The above stated Rehabilitation Policy Statement and Procedures was officially adopted by duly recorded motion of the Montgomery County Commission on the 5th day of November, 2012.

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

George McCain
Chairman

Greg Clark
Executive Director

October 17, 2012

Agenda

NOV - 5 2012

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

RE: CDBG Project No. CY-CM-RR-12-005 / Housing Rehabilitation Improvements for Eastwood Villa

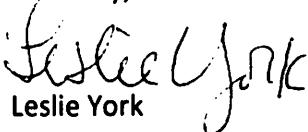
Dear Commissioners:

I would like to again congratulate the County on conditional approval of the CDBG project referenced above. This is a tremendous opportunity for residents in the Eastwood Villa community and the first housing rehabilitation project I am aware of that has ever been awarded under the County Competitive Fund. In order to meet several of the conditions in the Letter of Conditional Commitment (LCC) from ADECA dated September 14, 2012, it will be necessary for the County to approve and adopt three separate resolutions relating to specific items addressed in the letter. These resolutions, attached for your review, along with a brief description, are provided below:

- 1) Resolution to adopt ADECA/CDBG's Standards of Conduct and Methods of Procurement – the LCC Bidding and Contracting Compliance Questionnaire that must be executed for this grant references these two documents and when they were adopted. Both of these documents pertain to this CDBG project and simply cover the conduct governing employees engaged in administration of the grant and procurement (small purchase/sealed bids/negotiations/price-cost analysis), respectively.
- 2) Resolution to adopt the Program's Housing Policy Statement and Procedures (which were provided in draft form to ADECA in the application) – this document provides all parameters of the housing application/rehabilitation process. This policy pertains strictly to this CDBG project.
- 3) Resolution to Commit Matching Funds (\$35,000) in the event homeowner match does not materialize – this is requested by ADECA as a precaution and back-up guarantee that the project will include sufficient matching funds based on the amount of grant funds that are awarded. I do not anticipate any problem with the homeowner match commitment because we will not rehabilitate a home where the owner does not provide required matching funds.

In addition to the resolutions that will need to be approved and adopted, there will be other standard forms and documentation that will require execution by the Chairman and Donnie Mims. One of the forms will also require notarization. I will be at the Commission meeting on Monday, October 22, 2012 to discuss further and answer any questions you may have. Thank you in advance for your consideration of these resolutions.

Sincerely,


Leslie York

Enclosures

RESOLUTION NO. _____

WHEREAS, the Montgomery County Commission has been awarded PY 2012 Community Development Block Grant (CDBG) Project No. CY-CM-RR-12-005, as administered by the Alabama Department of Economic and Community Affairs (ADECA) and overseen by the U.S. Department of Housing and Urban Development, to provide housing rehabilitation improvements to qualified residents in the Eastwood Villa Community of Montgomery County; and

WHEREAS, the project application stated that participating residents of owner occupied homes in Eastwood Villa may be eligible for a maximum grant of \$18,000 with a required minimum 10% cash match and/or any amount above the \$18,000 maximum grant amount; and

WHEREAS, the application also stated that participating owners of tenant occupied homes may be eligible for a maximum grant of \$9,000 and will be responsible for 50% of the cost of all repairs and/or any amount above the \$9,000 maximum grant amount; and

WHEREAS, as a condition of approval of CDBG Project No. CY-CM-RR-12-005, the Montgomery County Commission is required by ADECA, in the event homeowner match does not materialize, to officially commit stated matching funds to the project.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Commission, as follows:

SECTION 1. That the Montgomery County Commission hereby commits the amount of \$35,000 as cash match toward CDBG Project No. CY-CM-RR-12-005 and that said matching funds will not be spent on private property and will instead be used for professional services or necessary clearance testing.

SECTION 2. That Elton N. Dean, Sr., in his capacity as Chairman, is hereby authorized and directed to make such commitment on behalf of the County, and take such other actions as may be required for compliance with the CDBG program.

PASSED, ADOPTED AND APPROVED this 5th day of November, 2012.

Elton N. Dean, Sr., Chairman

ATTEST:

Donald L. Mims, County Administrator

OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

JIM BYARD, JR.
DIRECTOR

LETTER OF CONDITIONAL COMMITMENT

September 14, 2012

The Honorable Elton N. Dean, Sr.
Chairman of Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102-1667

Dear Chairman Dean:

RE: CDBG Project
No. CY-CM-RR-12-005

Congratulations on the conditional approval of your April 23, 2012, housing rehabilitation application for \$335,827.87. It will now be necessary for you to satisfy certain program start-up requirements. To assure timely implementation of the Community Development Block Grant Program, please submit to ADECA the following information no later than seventy-five days from the date of this letter. Upon satisfaction of all conditions, a grant agreement will be issued along with a "Notice of Removal of Grant Conditions," if required.

SUBMISSIONS TO BE MADE TO ADECA

1. A "Local Program Implementation Schedule" showing all major management tasks, persons responsible for accomplishing the tasks, and planned starting and completion dates.
2. A "CDBG Budget/Final Financial Report" showing a detailed breakdown of CDBG and other funds. Please remember to break out all administrative and engineering costs associated with the approved grant activities. You are reminded that costs allocated to project engineering must adhere to limits imposed by the Alabama Rural Development "Approved Median Fees For Professional Engineering Services" scale (Revised 10-01-05). Furthermore, administration costs must conform to the limits set by Alabama CDBG State Policy Letter 12(a) Revision 2, dated October 1, 2008.

- 3. A "Request for Release of Funds and Certification" together with a copy of the newspaper advertisements or posted notices (1) "Notice of Finding of No Significant Impact on the Environment" and (2) "Notice to Public of Request for Release of Funds." For a project located in a flood plain and/or wetland, a copy of the newspaper advertisements or posted notices consisting of "Notice of Early Public Review" and "Notice of Explanation" shall be submitted. For projects not requiring a Request for Release of Funds, please submit an executed Finding of Categorical Exclusion or Finding of Exemption.**
- 4. A completed "Designation of Responsible Officials" form.**
- 5. A standard "Certification" showing signatures to be used on the drawdown forms and DUNS number.**
- 6. An updated "CDBG Disclosure Report" indicating anyone to directly benefit from the project. This probably will be the firms you have selected for engineering and administration.**
- 7. Your taxpayer identification number (TIN) and other pertinent information as requested on the standard form W-9 "Request for Taxpayer Identification Number."**
- 8. A completed acknowledgement of "No Debt of the State" clause.**
- 9. A local "Analysis of Impediments to Fair Housing Choice" based on the enclosed survey/guide.**
- 10. A completed Civil Rights Compliance Questionnaire with required attachments; and Language Assistance Plan, if required.**
- 11. A completed Bidding and Contracting Compliance Questionnaire.**
- 12. Please provide a copy of the Active Status page from www.sam.gov showing the registration expiration date.**

13. As competition for federal funds tightens, visibility of program benefits is essential to continued funding. Therefore, all grantees are being asked to provide a brief narrative and digital photographs of program progress. This information will be submitted electronically at program close out, but it is important to start collecting photographs and other means of telling the project's story at the earliest stages.
14. For all projects conducting new building construction or any activity taking place in a park property, submit a written concurrence from the ADECA Recreation and Conservation Program.
15. Please note that engineering contracts must be reviewed and approved by the ADECA Engineer prior to executing contracts. Further, all bid documents for construction projects must be reviewed and approved by the ADECA Engineer prior to advertising for bids (housing, parks, and buildings are excluded). Engineering contracts and bid materials may be sent by email to jim.tinney@adeca.alabama.gov.
16. Please note: As a condition of your grant, you will be required to comply with The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. This compliance will require that for every contract or subcontract entered into as part of your CDBG project you need to do the following: 1) include the compliance language, as it appears in your grant agreement, in all contracts; 2) keep the original "Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535, as amended by Act 2012-491)" in your CDBG program files for review at monitoring; and 3) keep a copy of the "E-Verify Program for Employment Verification Memorandum of Understanding" between Homeland Security and the contractor/subcontractor. This applies to all vendors, contractors, and subcontracts, including professional services and regional planning and development commissions.
17. Please provide a revised resolution for match committing local funds if homeowner match does not materialize. See instructions on Match Ratio Table in the application.

The Honorable Elton N. Dean, Sr.

Page 4

September 14, 2012

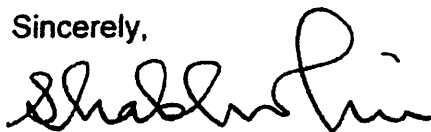
18. Please provide an adopted local housing policies and procedures manual which shall at a minimum include selection criteria, rehabilitation standards to be used, maximum grant/loan ceilings, selection of contractors, grievance procedures and waiver provisions relating to program standards such as grant/loan ceilings, selection of contractor and rehabilitation standards. The manual shall also indicate how the other funds shown in the application will be used together with the CDBG funds in the implementation of the proposed program.

For any project, please note, other State and Federal agencies may require concurrence as part of your environmental review. All concurrences must be kept in your program files.

Your program may incur reasonable administrative costs beginning from the date of this letter to prepare the above submissions. However, no drawdowns will be permitted until the above submissions are made and the release of funds is accomplished. If for any reason, all of the submissions cannot be made during the prescribed time limit and these CDBG funds are obligated to another community, any administrative cost incurred must be borne locally by the county.

We are sending appropriate blank forms to your program administrator to make the above submissions. Be assured that our staff will assist you in every way to make your program a success. If you have any specific questions about the above submissions, please call me at 334-242-5468.

Sincerely,



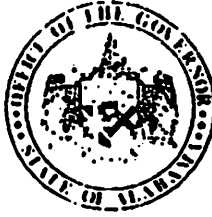
Shabbir Olia
Manager, CED Programs

SAO:MEN:tn

cc: Leslie York, Program Administrator (Enclosures)
Elaine Dobbs-Patterson

OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-3282

STATE OF ALABAMA

September 12, 2012

The Honorable Elton N. Dean, Sr.
Chairman of Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102-1667

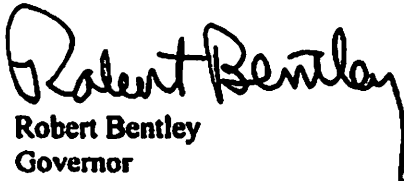
Dear Chairman Dean:

RE: CDBG Competitive County Fund
Project No. CY-CM-RR-12-005
Housing Rehabilitation - \$335,827.87

I am pleased to provide you with this letter that certifies conditional approval of the above grant which will be funded by the Community Development Block Grant program. This grant was selected on a competitive basis and will be administered by the Alabama Department of Economic and Community Affairs. The final award of these funds is subject to your meeting the terms and conditions contained in the Letter of Conditional Commitment which will be forwarded to you.

I commend you on your efforts to improve the quality of life for your community, and wish you every success in implementing this program. Thank you for your interest in and cooperation with this project.

Sincerely,


Robert Bentley
Governor

RB:SAO:tn

2012 SEP 11 11:09 AM

RESOLUTION

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

WHEREAS, the Montgomery County Commission wishes to close the county courthouse and all county offices on Friday, November 23, 2012, to allow county employees to spend time with their families;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Friday, November 23, 2012, contingent on the Governor authorizing the closing of state offices.

I hereby certify that the above
resolution was adopted by the
Montgomery County Commission,
on this, the 5th day of November, 2012.

ATTEST:

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

Donald L. Mims, Administrator

RESOLUTION

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

WHEREAS, the Montgomery County Commission wishes to close the county courthouse and all county offices on Monday, December 24, 2012, to allow county employees to spend time with their families;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Monday, December 24, 2012, contingent on the Governor authorizing the closing of state offices.

I hereby certify that the above
resolution was adopted by the
Montgomery County Commission,
on this, the 5th day of November, 2012.

ATTEST:

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

Donald L. Mims, Administrator

RESOLUTION

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

WHEREAS, the Montgomery County Commission wishes to close the county courthouse and all county offices on Monday, December 31, 2012, to allow county employees to spend time with their families;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Monday, December 31, 2012, contingent on the Governor authorizing the closing of state offices.

I hereby certify that the above resolution was adopted by the Montgomery County Commission, on this, the 5th day of November, 2012.

ATTEST:

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

Donald L. Mims, Administrator

Agenda

NOV - 5 2012



P.O. Box 242201 • Montgomery, AL 36124-2201
Phone: (334) 261-6182 • Fax: (334) 265-3391 • www.mach-homeless.org

October 9, 2012

Chairman Elton Dean
Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36104

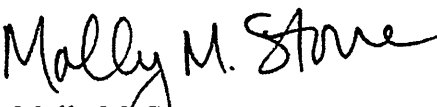
Dear Chairman Dean,

The Mid-Alabama Coalition for the Homeless (MACH) was recently awarded a grant of \$116,088 from the Alabama Department of Economic and Community Affairs' Emergency Solutions Grant program. These grants are part of ADECA's annual entitlement from the US Department of Housing and Urban Development. MACH will use its grant funds to serve homeless individuals and families within its five-county service area (Autauga, Bullock, Elmore, Lowndes, and Montgomery Counties). Through this project, MACH will hire an Outreach Worker to connect with the homeless on the streets and help them access shelters, supportive services, transportation, and other resources. The project will also provide rent and utilities assistance to twenty-five homeless individuals and families through its rapid re-housing and homelessness prevention component. These clients will be enrolled in case management to promote stability in their new housing.

As the HUD-designated Continuum of Care for the area, MACH is the leader in the Montgomery community in efforts to plan, coordinate, and develop resources for the homeless and homeless service providers. This project will help MACH move toward its goal of ending homelessness in the River Region.

HUD and ADECA require that the Chair of the County Commission of each county in which the program operates approve this project. Please indicate your approval by signing the attached form. If you have any questions about the project, please contact me at (334) 467-4321. Thank you in advance for your help in this matter.

Sincerely,


Molly M. Stone
Executive Director

Enclosure

CERTIFICATION OF LOCAL GOVERNMENT APPROVAL

FOR NONPROFIT ORGANIZATIONS

RECEIVING EMERGENCY SOLUTIONS GRANTS PROGRAM FUNDS FROM
STATE GRANTEES

I, (*name and title*) Elton N. Dean, Sr., Chairman duly authorized to act
on behalf of the Montgomery County Commission (*name of jurisdiction*) hereby
approve the following project(s) proposed by the Mid-Alabama Coalition for the
Homeless, Inc. (*name of nonprofit*) which is (are) to be located in Autauga, Bullock,
Elmore, Lowndes, and Montgomery Counties *name(s) of jurisdiction(s)*:

MACH Emergency Solutions Grant program

By: _____
Signature and Date

_____ Elton N. Dean, Sr.
Typed Name of Signatory Local Official

_____ Chairman
Title

Note: This certification does NOT need to be completed annually for projects funded at the same shelter sites as the previous year. The State only needs to document that it has offered the local government the opportunity to withdraw its previous approval.

NOV - 5 2012

October 16, 2012

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

Dear Mr. Mims:

The Alabama Coalition Against Domestic Violence (ACADV) is a non-profit network of eighteen domestic violence programs (including the Family Sunshine Center) serving the entire state of Alabama. ACADV's main office is here in Montgomery, though our work is statewide.

ACADV has received a grant from the Alabama Department of Economic and Community Affairs (ADECA) under the Emergency Solutions Grant (ESG), a block grant program originating with the U.S. Department of Housing and Urban Development (HUD). Under this grant, ACADV will provide rapid re-housing in the form of rental assistance and housing deposits, homeless prevention in the form of rental and utility assistance, and assistance in accessing necessary social services to individuals and families who are homeless or at risk of homelessness and for whom domestic violence is an additional risk factor. All 67 counties of the state of Alabama will be served by the project and services will be provided in partnership with of eighteen local domestic violence programs. Here in Montgomery, our partner program is the Family Sunshine Center. This project is 100% federally funded and no costs for the project will be assumed by any unit of state or local government.

Federal HUD regulations require that, before we can spend any funds in a local jurisdiction, we must have a certificate from a unit of local government permitting us to provide this service in its jurisdiction. We are, therefore, requesting that the Montgomery County Commission complete the certification form required by ADECA and forwarded to you by Karen Sellers so that we can serve the homeless and at risk citizens of Montgomery County.

We appreciate your assistance in this matter. If you have any questions, please let me know.

Sincerely,

Carol Gundlach

Carol Gundlach
Executive Director



**Alabama Coalition
Against Domestic Violence**

SUMMARY OF PROJECT

With funding from the Alabama Department of Economic and Community Affairs (ADECA), the Alabama Coalition Against Domestic Violence (ACADV) proposes to provide rapid re-housing in the form of rental assistance and housing deposits, homeless prevention in the form of rental and utility assistance, and assistance in accessing necessary social services to individuals and families who are homeless or at risk of homelessness and for whom domestic violence is an additional risk factor. All 67 counties of the state of Alabama will be served by the project and services will be provided in partnership with each of eighteen local domestic violence programs that, collectively, provide services statewide.

This project is 100% federally funded and no costs for the project will be assumed by any unit of state or local government.

CERTIFICATION OF LOCAL GOVERNMENT APPROVAL

FOR NONPROFIT ORGANIZATIONS

RECEIVING EMERGENCY SOLUTIONS GRANTS PROGRAM FUNDS FROM
STATE GRANTEES

I, *(name and title)* Elton N. Dean, Sr., Chairman duly authorized to act on behalf of the Montgomery County Commission *(name of jurisdiction)* hereby approve the following Emergency Solution Grant project(s) proposed by the Alabama Coalition Against Domestic Violence *(name of nonprofit)* which is (are) to be located in Montgomery, Alabama *name(s) of jurisdiction(s):*

Victims of Domestic Violence Emergency Solutions Grant program

By: _____
Signature and Date

Elton N. Dean, Sr.
Typed Name of Signatory Local Official

Chairman
Title

Note: This certification does NOT need to be completed annually for projects funded at the same shelter sites as the previous year. The State only needs to document that it has offered the local government the opportunity to withdraw its previous approval.

STATE OF ALABAMA

MONTGOMERY, ALABAMA

ADMINISTRATIVE AGREEMENT

THIS AGREEMENT is entered into as of this 5th day of **November 2012**, between the **Montgomery County Commission**, hereinafter called the "County" or "Local Government" and the **Central Alabama Regional Planning and Development Commission**, hereinafter called "CARPDC" or "Contractor", a non-profit, public agency operating under the laws of the State of Alabama, with its offices located at 430 South Court Street, Montgomery, Alabama 36104.

WHEREAS, the County desires to engage CARPDC to render administration services hereinafter described in connection with a project funded, in part, by the Alabama Department of Economic and Community Affairs (ADECA) entitled Housing Rehabilitation Improvements for Eastwood Villa, **CDBG Project No. CY-CM-RR-12-005**, hereafter referred to as the CDBG Project.

NOW, THEREFORE, the County and CARPDC mutually agree as follows:

EMPLOYMENT OF CARPDC

The County agrees to engage CARPDC, and CARPDC agrees to perform, in a professional, proper and timely manner, the services described in connection with the County's CDBG Project.

SCOPE OF SERVICES

CARPDC agrees to carry out in a diligent and satisfactory manner the CDBG Project administration services hereinafter described. CARPDC further agrees that the project administration services performed under this Agreement shall satisfy the requirements of the ADECA.

CARPDC shall:

1. Establish and maintain project files to properly document all project activities and to satisfy the requirements of the ADECA.
2. Coordinate and prepare, within the expertise of CARPDC, those documents necessary to satisfy environmental requirements imposed on the County, and as required to comply with project modifications. CARPDC will not be responsible for full environmental impact statements or mitigation measures.

3. Coordinate the efforts of the County, consultants, construction contractors, and other appropriate individuals to assist with the timely completion of said CDBG Project.
4. Document and provide assurance that CARPDC is in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. Said documentation will include a copy of the "E-Verify Program for Employment Verification Memorandum of Understanding" between CARPDC and Homeland Security.
5. Assist in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. This compliance will include the following:
 - A. review of all contracts and subcontracts for inclusion of compliance language;
 - B. verify that the original "Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535, as amended by Act 2012-491)" is maintained in the CDBG program files for review at monitoring; and
 - C. establish and maintain files for all vendors, contractors, and subcontractors that will contain a copy of the "E-Verify Program for Employment Verification Memorandum of Understanding" between the named party and Homeland Security.
6. Prepare, for the County's approval, all administrative reports, which are required by the ADECA and other agencies in connection with this CDBG Project (e.g. quarterly status reports, financial reports, etc.) except audits, engineering reports and other reports which require specialized knowledge in fields other than planning and grant administration.
7. Monitor the CDBG Project for compliance with labor, equal opportunity, and nondiscrimination provisions, which may include reviewing contractor/subcontractor payrolls, construction signs and taking photographs to document signage.
8. Advise the County of federal requirements for property acquisition and relocation, if applicable, and assist with implementation where necessary.
9. Monitor the progress of the CDBG Project and report to the County on a quarterly or as needed basis.
10. Inform the County of the need for official action in connection with the ADECA grant and applicable deadlines in sufficient time for the County to respond. CARPDC will not be responsible for any loss of any nature if the County fails to comply with deadlines so reported to the County.

11. Track project expenditures (from all sources of funds) and review and indicate, prior to payment, that all disbursements from grant funds are eligible costs. Advise the County as to the proper procedures for drawing on its letter of credit.
12. Attend all CDBG Project related meetings as necessary to include the bid opening and preconstruction conference.

The County shall:

1. Designate an individual to serve as CARPDC's point of contact and to coordinate and report all County decisions pertaining to the CDBG Project to CARPDC.
2. Ask ADECA to appoint CARPDC as their official contact person on the CDBG Project.
3. Provide working and file space for CARPDC as necessary to administer and monitor the CDBG Project.
4. Open and maintain a separate bank account(s) into which all funds pertaining to the grant, whether from ADECA or other funding sources will be deposited and from which all checks in payment of activities performed under the grant will be written. If a separate account is not opened, the County will appropriately code all project related transactions within the County's accounting program/system.
5. Maintain all accounting books and records that are required under the grant and provide for an audit of books as directed by the ADECA.
6. Provide all necessary legal services and opinions.
7. Adhere to all applicable federal requests and Executive Orders with respect to equal rights, equal employment opportunity, and nondiscrimination with respect to race, creed, color, origin, ethnic background, or disability.
8. Provide for all necessary engineering services on the CDBG Project.
9. Provide information, files, and data that are necessary for CARPDC to administer this CDBG Project in a timely manner.

CHANGES

Either party may request changes to all or part of this Agreement. Such changes, including any increase or decrease in the amount of compensation, must be mutually agreed upon by both parties and approved by the ADECA, if required. Such changes shall

be incorporated in written amendments to this Agreement.

TIME OF PERFORMANCE

The services required shall commence upon execution of this Agreement and will be continuous until all aspects of the County's ADECA project have been completed and closed out.

CONFLICT OF INTEREST

CARPDC covenants that it does not have an interest nor shall acquire interest, either direct or indirect, in the project area, any parcels therein, or any other interest which would conflict in any manner or degree with the performance of its services required by this agreement. CARPDC further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

No member of the governing body of the locality and any other officer, employee, or agent of the locality who exercises any functions or responsibilities in connection with the planning and implementation of the CDBG Project shall have any personal financial interest, either direct or indirect, in this Agreement; and the CARPDC shall take appropriate steps to assure compliance.

PERSONNEL

CARPDC has, or will secure at its own expense, the personnel required to perform the services described in this Agreement. Such personnel shall not be employees of or have any other contractual relationship with the County. Project managers assigned by CARPDC to direct the program will have at least one (1) year practical experience in administering federal grants.

All of the services required under this agreement will be performed by the CARPDC or under CARPDC's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the County. Any work or services subcontracted under this Agreement shall be specified by written Agreement and shall be subject to each provision of this Agreement.

FINANCIAL

1. Total Compensation

For services rendered under this Agreement, the County agrees to reimburse CARPDC for all costs, direct and indirect, attributable to the services rendered. The County agrees to pay CARPDC an amount not to exceed \$32,000.00.

2. Method of Payment

Reimbursement shall be made from the County's local funds upon presentation of written statements certifying that such amounts are due and payable. If applicable, the County will be reimbursed by the CDBG Project when drawdowns are made.

3. Inspections and Audits

At any time during normal business hours and as often as the County, the ADECA, the Secretary of the Department of Housing and Urban Development, and/or the Comptroller General of the United States or any of their duly authorized representatives, may deem necessary, there shall be made available for examination all of the records with respect to all matters covered by this Agreement. Authorized representatives may examine and make excerpts or transcripts from such records, audit all invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

CARPDC shall provide one (1) copy of audit reports covering the CDBG Project period to the County for inclusion in the project files. The County agrees to provide any required audit of their transactions at their own expense.

CARPDC agrees to retain and allow access to such records for a period of three (3) years following completion of the CDBG Project.

4. Assignability

CARPDC shall not transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the County. However, claims for money due, or to become due, to CARPDC from the County under this Agreement may be assigned to a financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

TERMINATION OF AGREEMENT

1. Termination for Convenience

This Agreement may be terminated for the convenience of the County or CARPDC by submitting written notice to the other party sixty (60) days in advance of the date which

the County or CARPDC desires the Agreement to be terminated. Upon such termination CARPDC shall be entitled to compensation that bears the same ratio to the total compensation provided herein as the work performed bears to the total work called for under this Agreement, but not more than \$32,000.00.

2. Termination of Contract for Cause/Breach of Contract

If, through any cause, CARPDC shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CARPDC shall violate any of the covenants, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to CARPDC of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CARPDC under this Agreement shall, at the option of the County, become its property and CARPDC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, CARPDC shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by CARPDC, and the County may withhold any payments to CARPDC for the purpose of set-off until such time as the exact amount of damages due the County from CARPDC is determined.

TERMS AND CONDITIONS

Part II – Terms and Conditions is hereby made a part of this Agreement and CARPDC and the County agrees to comply with all terms and conditions thereof.

IN WITNESS WHEREOF, the County and CARPDC have caused this Agreement to be executed by their duly authorized officers as of the date first written.

MONTGOMERY COUNTY COMMISSION

**CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION**

Elton N. Dean, Sr.
Chairman

Greg Clark
Executive Director

ATTEST:

ATTEST:

Donald Mims
County Administrator

Leslie York

PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause / Breach of Contract

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the Local Government shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contractor determines that the Local Government has not provided contractual support as necessary for completion of services required herein, then the Contractor may also be able to terminate the contract with five (5) days written notice to the Local Government. Upon termination by the Contractor, compensation will be negotiated and payment made for work performed.

In such event (upon payment as outlined in the "Financial" section of this agreement and subject to this clause), all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Local Government, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Government for damages sustained by the Local Government by virtue of any breach of the Contract by the Contractor, and the Local Government may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Local Government from the Contractor is determined.

2. Termination for Convenience

The Local Government or Contractor may terminate this agreement at any time by submitting a ten (10) day notice in writing to the other party. If the agreement is terminated by either party as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this agreement is terminated due to the fault of the Contractor, the "Termination of Agreement" section and relative to this clause shall apply. In such event, all finished or unfinished documents and other materials as described herein (upon payment as outlined in the "Financial" section and subject to this clause), shall, at the option of the Local Government, become its property.

If the agreement is terminated by the Local Government as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The Contractor shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this agreement) incurred

by the Contractor during the agreement period which are directly attributable to the uncompleted portion of the services covered by this agreement. If this agreement is terminated due to the fault of the Contractor, sections related to "Termination of Contract for Cause/Breach of Contract" relative to termination shall apply.

3. Indemnification

To the fullest extent permitted by law, the Local Government shall defend, indemnify, and hold harmless Contractor, its agents, employees, consultants and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by acts or omissions of the Local Government, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Local Government, its agents, employees, consultants, council members and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by acts or omissions of Contractor, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.

4. Reports and Information

The Contractor, at such times and in such forms as the Local Government may require, shall furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

5. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Government.

6. Copyright

No reports, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7. Compliance With Local Laws

The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall hold the Local Government harmless with respect to any damages arising from any actions committed in performing any of the work embraced by this Contract.

8. Access to Records

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Local Government to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available for audit purposes to the Local Government or any authorized representative, and will be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted by the Local Government.

9. Title VI Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

11. Conflict of Interest Clauses

Interest of Members of a Local Government – No member of the governing body of the Local Government and no other officer, employee, or agent of the Local Government who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in the Contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Other Local Public Officials – No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Consultant and Employees – The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Lobbying Activities and Disclosure – The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Local Government, 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The Contractor in the award documents for all subawards (as allowed for herein) at all tiers (including shall require that the language of this certification be included subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

12. Rehabilitation Act of 1973, Section 504 Handicapped (if \$2,500 or over)

Affirmative Action for Handicapped Workers:

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any

position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

13. Age Discrimination Act of 1975 (for Contracts over \$2,000)

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- A. The work to be performed under this Contract is on a project assisted under

a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. Section 3 Plan Format (for Contracts \$10,000 and Above)

CARPDC agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses with the Montgomery County Commission.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Local Government the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- * D. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- * E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

* Loans, grants, contracts and subsidies for less than \$10,000.00 will be exempt.

- J. To list all project workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

16. Executive Order 11246, Section 202 Equal Opportunity Clause (Contracts Above \$10,000)

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Government setting forth the provisions of this non-discrimination clause.
- B. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Local Government's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the noncompliance clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of

September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Contractor will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Local Government's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County's Department of Housing and Community Development, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

17. Special Equal Opportunity Provisions (Applicable to Federally Assisted Construction Contracts and Related Subcontracts \$10,000 and Under)

Three paragraph Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended.

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. Contractor shall incorporate foregoing requirements in all subcontracts.

18. Section 402, Vietnam Veterans Act of 1974 (Contracts of \$10,000 or more)

The contractor agrees to provide affirmative action for disabled veterans and veterans of the Vietnam Era, as set forth in Section 402 of the Vietnam Veteran's Act of 1974 (as amended).

19. Non-Segregation of Facilities

The contractor certifies that all facilities utilized in performance of said duties outlined herein will not be segregated in any form or manner.

RESOLUTION NO. _____

WHEREAS, the Montgomery County Commission intends to directly contract with the Central Alabama Regional Planning and Development Commission (CARPDC) to provide administration services for the newly funded Community Development Block Grant (CDBG) Project No. CY-CM-RR-12-005 for housing rehabilitation improvements to approved households in the Eastwood Villa community of the County, as funded by the Alabama Department of Economic and Community Affairs (ADECA); and

WHEREAS, based on CARPDC's governmental status and that CARPDC has not been debarred and has no exclusions registered on the System for Award Management (www.SAM.gov), the County may directly contract with CARPDC; and

WHEREAS, it has been determined that it is in the best interest of the Montgomery County Commission to enter into a contract with CARPDC.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Commission, as follows:

SECTION 1. That, the acceptance of the contract for the provision of professional administration services for FY 2012 CDBG Project No. CY-CM-RR-12-005, which will provide housing rehabilitation improvements for approved homeowners in the Eastwood Villa community, has been determined to be in the best interest of the Montgomery County Commission, and that the proposed fee has been accepted as reasonable based on the complexity of the project.

SECTION 2. That the Montgomery County Commission enter into an agreement with CARPDC for the provision of said professional administration services.

SECTION 3. That Elton N. Dean, Sr., in his capacity as Chairman, is hereby authorized and directed to execute said agreement on behalf of the Montgomery County Commission.

PASSED, ADOPTED AND APPROVED this 5th day of November, 2012.

ATTEST:

Elton N. Dean, Sr.
Chairman

Donald Mims
County Administrator



W. Inge Hill, Jr.
Direct Dial: 334.386.4349
Facsimile: 334.262.4389
ihill@hillhillcarter.com

Hill, Hill, Carter,
Franco, Cole & Black, P.C.
Attorneys at Law

Post Office Box 116
Montgomery, AL 36101-0116

425 South Perry Street
Montgomery, Alabama 36104

Telephone: 334.834.7600
www.HillHillCarter.com

Agenda

NOV - 5 2012

October 8, 2012

Donald Mims
County Administrator, Montgomery County
101 S. Lawrence Street
Montgomery, Alabama 36104

RE: Deeds of exchange between Montgomery County and the Montgomery Board of
Education of Montgomery County

Dear Donnie:

Confirming our telephone conversation, I am enclosing replacement statutory warranty deeds for the conveyance of the Decatur Street property from the County to the BOE and the conveyance by the BOE to the County of land in Pine Level. As you recall, in 2006 the County and BOE agreed to execute deeds of exchange in order to swap these parcels of property. The original deeds were dated or would have been dated as of April 17, 2006, although both of the original deeds have been lost and neither was recorded. At Spud Seale's request, I prepared the enclosed replacement deeds for execution by the County and the BOE, respectively.

Please let me know whether the deeds are acceptable to the County and feel free to call me or ask your attorney to call me if either of you have any questions or comments. If the deeds are satisfactory, the BOE and County can each submit its deed to its board or commissioners, respectively, and we can finalize this transaction.

I appreciate your assistance in connection with this matter.

With best personal regards, I am

Sincerely yours,

W. Inge Hill, Jr.

WIH,Jr./jcg

cc: James R. Seale, Jr.
Superintendent Barbara Thompson
Donald Dotson

01/01/2012

REPLACEMENT STATUTORY WARRANTY DEED

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of reciprocal deeds between Grantor and Grantee to exchange parcels of real property as hereinafter provided, and of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations to the Grantor in hand paid by the Grantee herein, the receipt and sufficiency of which are hereby acknowledged, the **MONTGOMERY COUNTY COMMISSION**, an Alabama political subdivision (herein referred to as either the "Grantor" or the "County"), does hereby grant, bargain, sell and convey unto the **BOARD OF EDUCATION OF MONTGOMERY COUNTY**, a county board of education organized under the laws of the State of Alabama (herein referred to as either the "Grantee" or the "BOE"), its successors and assigns, the following described real estate situated in the County of Montgomery, State of Alabama, to wit:

See Exhibit "A" attached hereto and made a part hereof, together with all of Grantor's rights, title, interests and claims in and to (a) all rights, easements and appurtenances thereunto appertaining, (b) all (if any) strips, gaps, overlaps and gores of land adjacent to or lying between the separate parcels comprising the real property described in Exhibit A attached hereto or between said real property and any streets, roads, rights of way or other lots or parcels of land adjoining or in the vicinity of said real property or any part or parts thereof, and (c) all (if any) buildings, fixtures and other improvements situated thereon (collectively, the "Property"). Said Property is sold and conveyed to and accepted by Grantee in its "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" condition.

This conveyance and any and all express or implied warranties of title hereunder are expressly made upon and subject to (i) all (if any) covenants, restrictions, agreements, reservations, easements or rights of way affecting said Property which appear of record in the Office of the Judge of Probate of Montgomery County, Alabama, and (ii) all (if any) encroachments, overlaps, gaps, gores, discrepancies in legal description or acreage of said Property and such other state of facts as would be revealed by a physical inspection or accurate ALTA Urban As-Built Survey of said Property

This Replacement Statutory Warranty Deed (the "Replacement County Deed") has been executed and delivered in order to replace that certain Statutory Warranty Deed from the County to the BOE that was dated or would have been dated effective as of April 17, 2006 (the "Original County Deed"). The Original County Deed and the Replacement County Deed were and are given in exchange for that certain Statutory Warranty Deed from the

BOE to the County that was dated or would have been dated as of April 17, 2006 (the "Original BOE Deed") and replaced by a Replacement Statutory Warranty Deed from the BOE to the County (the "Replacement BOE Deed") that will be delivered simultaneously with this Replacement County Deed. The Original County Deed and the Original BOE Deed have both been lost and neither was recorded. The Replacement County Deed and the Replacement BOE Deed are both dated effective as of April 17, 2006 and together constitute deeds of exchange between the BOE and the County for the purpose of exchanging the title to and ownership of the respective parcels of property more particularly described therein.

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

IN WITNESS WHEREOF, Grantor has caused this instrument to be dated effective as of the 17th day of April, 2006, which was or would have been the date of the Original County Deed, although actually executed on the date shown by the notary acknowledgment below.

[COUNTY SEAL]

ATTEST:

As its County Administrator

MONTGOMERY COUNTY COMMISSION, an
Alabama political subdivision

By: _____
Elton Dean
As its: Chairman

STATE OF ALABAMA)
 :
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Elton Dean, whose name as Chairman of the Montgomery County Commission, a political subdivision organized under the laws of the State of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said County Commission on the day the same bears date.

Given under my hand and official seal of office this _____ day of _____, 2012.

(S E A L)

NOTARY PUBLIC
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

JAMES R. SEALE
HILL, HILL, CARTER
FRANCO, COLE & BLACK, P.C.
POST OFFICE BOX 116
MONTGOMERY, ALABAMA 36101-0116

THE PREPARER OF THIS DEED SERVED AS SCRIVENER ONLY AND HAS NOT EXAMINED THE TITLE TO SAID PROPERTY AND STATES NO OPINION WITH RESPECT THERETO OR WITH RESPECT TO THE LEGAL DESCRIPTION THEREOF.

EXHIBIT "A"
Legal Description of Property
Conveyed by County to BOE

PARCEL 1:

Beginning at the SE corner of the intersection of Scott and Decatur Streets in the City of Montgomery, Alabama. thence running South along the East side of South Decatur Street 101.7 feet, more or less, to an iron pin, thence East along Southerly boundary of said property 150 feet, thence North 100 feet, more or less, to the South side of Scott Street, thence West along the South line of Scott Street 150 feet to the point of beginning, being a part of Lots 1 and 2 of Square 7 of the John Goldthwaite Plat.

PARCEL 2:

Lot on the South side of Scott Street. Begin at a point of the South side of Scott Street 75 feet West from the SW corner of Scott and Bainbridge Streets; thence West along the South side of Scott Street 87.6 feet to an iron pin at the East side of a concrete wall, said point being 150.3 feet East of the SE corner of Scott and Decatur Streets; thence South 98.5 feet to the corner of 3 old brick walls; thence East and parallel to Scott Street 87.0 feet to an iron pin; thence North 98.5 feet to the South side of Scott Street to the point of beginning, being known in the Tax Assessor's Books at Lot Red 27, Block 7, Goldthwaite Plat, all in the City of Montgomery.

2013 OCT 31 11:02A



Haskell|Slaughter

attorneys at law

MONTGOMERY OFFICE

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

MEMORANDUM

October 29, 2012

T.T.G

TO: Donnie Mims
FROM: Tommy Gallion

RE: Deeds for Property Exchanges between MCC and Board of Education

I have reviewed your October 29, 2012 memorandum, the October 8, 2012 letter from Attorney Inge Hill to you, Replacement Statutory Warranty Deed from MCC to Board of Education and the second Replacement Statutory Warranty Deed from Board of Education to MCC. I also reviewed e-mails and prior correspondence pertaining to this matter.

It is my legal opinion that these two deeds (for the Decatur Street property and the Pine Level property) are acceptable for signatures and to be recorded and assessed in the correct names.

50051-317
#4677742_1

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
MONTGOMERY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations to the Grantor in hand paid by the Grantee herein, the receipt and sufficiency of which is hereby acknowledged, Montgomery County Commission (herein referred to as Grantor), does hereby grant bargain, sell and convey unto Montgomery County Board of Education, a county board of education organized and existing pursuant to the laws of the State of Alabama (herein referred to as Grantee), its successors and assigns, the following described real estate, situated in the County of Montgomery, State of Alabama, to wit:

PARCEL 1:

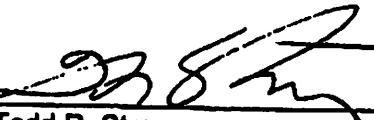
Beginning at the SE corner of the intersection of Scott and Decatur Streets in the City of Montgomery, Alabama, thence running South along the East side of South Decatur Street 101.7 feet, more or less, to an iron pin, thence East along Southerly boundary of said property 150 feet, thence North 100 feet, more or less, to the South side of Scott Street, thence West along the South line of Scott Street 150 feet to the point of beginning, being a part of Lots 1 and 2 of Square 7 of the John Goldthwaite Plat.

PARCEL 2:

Lot on the South side of Scott Street. Begin at a point of the South side of Scott Street 75 feet West from the SW corner of Scott and Bainbridge Streets; thence West along the South side of Scott Street 87.6 feet to an iron pin at the East side of a concrete wall, said point being 150.3 feet East of the SE corner of Scott and Decatur Streets; thence South 98.5 feet to the corner of 3 old brick walls; thence East and parallel to Scott Street 87.0 feet to an iron pin; thence North 98.5 feet to the South side of Scott Street to the point of beginning, being known in the Tax Assessor's Books at Lot Red 27, Block 7, Goldthwaite Plat, all in the City of Montgomery.
To have and to hold unto its successors and assigns forever.

IN WITNESS WHEREOF, the Montgomery County Commission, has caused this instrument to be executed, as of the date shown by the acknowledgment below.

MONTGOMERY COUNTY COMMISSION,

By: 
Todd R. Strange
Its Chairperson

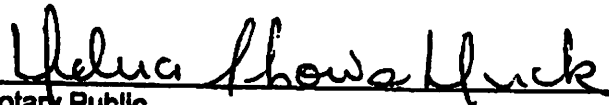
(CORPORATE SEAL)

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

I, the undersigned authority, a notary public in and for said State at Large, hereby certify that Todd R. Strange, as Chairperson of the Montgomery County Commission, whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this date, that, being informed of the contents of the conveyance has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 17th day of ~~February~~ ^{April}, 2006.

(seal)


Notary Public
My Commission Expires: 11/21/07

THIS INSTRUMENT PREPARED BY:
James R. Seale (SEA006)
HILL, HILL, CARTER
FRANCO, COLE & BLACK, P.C.
Post Office Box 116
Montgomery, Alabama 36101-0116
(334) 834-7600
(334) 263-5969 - fax
www.filedirect.com

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

NOV - 5 2012

October 23, 2012

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Vehicle Allowance

Attached is a request for vehicle allowance from Pat Silas, Purchasing Manager. On occasion she has to go to meet with contractors at construction locations and go to pre-bid pre-construction meetings for the Montgomery County Commission. I am in full support of her request in granting this allowance.

This item was discussed during the Working Session on October 22, 2012 and was advised to be placed on next agenda for approval for the November 05, 2012 Commission Meeting.

If I can be of further assistance, please contact me.

JAM/tm

MEMORANDUM

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

FROM: Pat Silas, Purchasing Manager *ps*

DATE: August 20, 2012

SUBJECT: Vehicle Allowance

I would like to request that you consider a vehicle allowance for the new position of Purchasing Manager.

There are times, as I have always done in the past, use my personal vehicle to go to pre-bid/pre-construction meetings away from the County premises; I have had to meet contractors at construction locations; I have gone to vendor locations to pick up supplies that could not be delivered for several days. Whenever the need arises, I will use my personal vehicle.

I feel that \$100.00 per month will be fair and in line with others in my pay grade who already receive this amount.

I would also like to request that this be effective on July 9, 2012, the effective date that I took this new position.

Your help with this matter is appreciated.

cc: Donald L. Mims

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

NOV - 5 2012

November 5, 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:

****C-2013-26:** Rescind Appropriation to Montgomery Area Council on Aging (MACOA), for Hutchinson Missionary Baptist Church Foundation Feeding Program - \$1,000; (Ingram-\$500 and Wilson-\$500)

NOTE: Funding to go to another organization.

C-2013-28: HMBC Development Foundation, Inc., for Educational Programs - \$1,000; (Wilson)

C-2013-29: Montgomery County Recreation Department, for Boys & Girls Clubs of South Central Alabama, Youth Programs - \$1,000; (Wilson)

C-2013-30: 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 - \$1,250; (Ingram-\$500, Polizos-\$500 and Wilson-\$250)

C-2013-31: Montgomery County Recreation Department, Tukabatchee Area Council, Boy Scouts of America, for Underprivileged Youth Programs - \$1,500; (Polizos)

MEMORANDUM
Montgomery County Commission
November 5, 2012
Page 2

- NC-2013-45: City of Montgomery, to be used by BONDS to support Spring Valley/Cross Creek/Valley Village, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500; (Wilson)
- NC-2013-46: City of Montgomery, to be used by BONDS to Support McGehee Estates, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,500; (Wilson)
- NC-2013-47: City of Montgomery, to be used by BONDS to Support Freeport Estates Homeowners Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500; (Ingram)
- NC-2013-48: City of Montgomery, to be used by BONDS to Support Grady Neighborhood, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500; (Ingram)

****Rescind**

DLM/tll

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 7

County Commission
DEPARTMENT: Appropriations REVIEWED: S. Thomas 10/24/2012
DATE: 10/24/2012 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	320,000	2,500	322,500
Misc In-House Appropriations	001-59310.498	10,500	-2,500	8,000
				0
				0
				0
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				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		330,500	0	330,500

JUSTIFICATION:

To provide funds to the Chamber to promote the growth and development of minority-owned businesses located in the West side of Montgomery to include funding for the The Lacey-Boyd Annual New Year's Day Parade 2013.

ELTON N. DEAN, SR.
Chairman
REED INGRAM
Vice Chairman
DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

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

GEORGE C. SPEAKE, PE, PLS
County Engineer
JAMES M. KELLEY, PE
Assistant County Engineer
(334) 832-1310
Fax (334) 832-7190

October 23, 2012

Agenda

NOV - 5 2012

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake 10/23/12

SUBJECT: Position Fill for County Road Equipment Operator III

As discussed during the October 22, 2012, Information Session, it is requested that we be allowed to fill a County Road Equipment Operator III position that will become vacant the end of this month at our District II Road Maintenance Facility. This vacancy will result from retirement of a current employee and will be filled by promoting from within our present employees. This proposal will not involve any new hires or increase in number of personnel.

Please recall that the Commission agreed to place this request on the November 5, 2012, agenda for approval. Thank you for your assistance with this matter.

GCS/gcs

Attachment

cc: File

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: William R. Betts, District Maint. Supt.

1. 10/23/2012 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE County Road Equipment Operator III (0553)

POSITION NUMBER 620553009, Replacing Curbie L. Toles

PROPOSED EFFECTIVE DATE November 12, 2012

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

(X) PROMOTION REGISTER () TRANSFER
(Department Only)

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE (S08) (\$26,301 - \$37,439) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions

George C. Speake
Department Head

DATE October 23, 2012

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

DATE _____

Personnel Director

4. SELECTEE: _____

Date _____

Appointing Authority

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

1111 Airbase Blvd. P.O. 9219
Montgomery, Ala. 36108

**Montgomery County
Juvenile Court**

Memo

Agenda

NOV - 5 2012

To: Mr. Donnie Mims

From: Bruce R. Howell

Date: 10/16/2012

Re: Fill request

Please place my previously submitted fill request on the Agenda for the Commissioner's working agenda. Wanda Anderson is retiring as a Juvenile Probation Officer effective October 31, 2012 and I am requesting that I be allowed to fill the vacancy.

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Ray Williams, Juvenile Probation Supervisor

COMPLETED ACTION DATES

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

1. POSITION TITLE: Juvenile Probation Officer I (to replace Wanda Anderson
900306033 - JPO II)
POSITION NUMBER: 900304007

PROPOSED EFFECTIVE DATE: 10/1/2012

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

- () PROMOTIONAL REGISTER () TRANSFER
(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A06 (\$34,563/\$1329.34/\$16.6167)

Bruce R. Howell
Department Head

9/18/2012
Date

2. ADMINISTRATIVE REVIEW
() APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE: _____

Appointing Authority

Date

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

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Agenda

NOV - 5 2012

Date: October 24, 2012
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, Al
Departure Date: December 5, 2012 Return Date: December 6, 2012
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: 25th Annual Government Accounting and Auditing Forum

Traveler (s) Name: 1. Donald L. Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$656.12 Advance Registration Required: \$285.00

Department Name: County Commission Fund Name: General

Additional Comments: Meals - \$150.00; Lodging - \$119.00; Registration - \$285.00; Mileage - \$102.12

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 11/05/12 reimbursement of actual and necessary expenses in the
approximate amount of \$656.12 and advance registration of \$285.00 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>\$530.06</u>	
Budget Available:	<u>\$21,969.94</u>	
Current Requests:	<u>\$656.12</u>	
Budget Balance:	<u>\$21,313.82</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/24/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

NOV - 5 2012

Request # 2

Date: October 24, 2012
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL
Departure Date: November 12, 2012 Return Date: November 15, 2012
Conference Leave (Days / Hours): 4 days
Purpose of Travel: Commercial Vehicle Counterterrorism

Traveler (s) Name: 1. Corporal Adam Lawton 4. _____
2. Corporal Robert Whitmore 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$88.00 Advance Registration Required: \$88.00

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: The deputies will travel back and forth to Selma each day.
The only expenses will be lunch.

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

The above request is app. 11/05/12 reimbursement of actual and necessary expenses in the
approximate amount of \$88.00 and advance registration of \$88.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$3,700.00</u>	
Budget Available:	<u>\$21,300.00</u>	
Current Requests:	<u>\$88.00</u>	
Budget Balance:	<u>\$21,212.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/29/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Agenda

NOV - 5 2012

Date: October 22, 2012
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 301 Adams Avenue, Montgomery, AL 36104 (IN HOUSE TRAINING)
Departure Date: December 3, 2012 Return Date: December 7, 2012
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Class - "Strategies for Caseload Supervision"

Traveler (s) Name: 1. Paul Brown, ReBecca Johnson 4. J.R. Hornsby, Caryn White
2. Shonda Grissett, Edgar Wilson 5. Kimberley Long, Tracy Pezold
3. Dee Dee McNear 6. Vicky Arrington, Tony Ferguson

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

Total (est.) Cost: \$8,000.00 Advance Registration Required: \$8,000.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: Registration/Training fee to be paid to Bartlett Alliance (Training Provider)

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 11/05/12 reimbursement of actual and necessary expenses in the
approximate amount of \$8,000.00 and advance registration of \$8,000.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$12,650.00</u>	
Approved Requests:	<u>\$3,325.00</u>	
Budget Available:	<u>\$9,325.00</u>	
Current Requests:	<u>\$8,000.00</u>	
Budget Balance:	<u>\$1,325.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/29/2012

cc: Finance Director / Buyer

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