

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
NOVEMBER 19, 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:

Sales Team Leader Todd Smith with Schneider Electric
Managing Director Mike Dunn with Merchant Capital
Montgomery Area Chamber of Commerce Senior Vice President of Corporate
Development Ellen McNair
President Gary Williams, Executive Director Steven Tears and First Vice President Junie
J. Pierce, III with the Montgomery Humane Society

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Chairman Dean

Pledge of Allegiance Led By Commissioner Ingram

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of November 5, 2012

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Resolution Authorizing and Directing the Appointed Firms to Proceed with the Work of Planning, Structuring and Documenting the issuance of the Proposed Refunding of the Series 2006 Warrants, County Commission
2. Consider Three Cooperative Agreements for the FY 2012 State Homeland Security Grant Program, Grant Numbers 2LEL, 2FIL (Hazmat 7) and 2FIL (Heavy 7), Sheriff's Office
3. Consider Dental Services Agreement with Cost Plus Dental, LLC Regarding a Discount Dental Program, County Commission
4. Consider Amendment Number 1 to Agreement with City of Montgomery and Montgomery Water Works and Sanitary Sewer Board regarding Sharing of On-Site Primary Care Clinics, County Commission
5. Consider Microsoft Enterprise Agreement Renewal for Software Products and Support, Information Systems
6. Consider Personal Services Contract with Adedoyin Dosunmu-Ogunbi, M.D., to Provide Medical Services for Youth Detained at the Youth Facility, Youth Facility
7. Consider Change Order Number 1 to Alfa Builders, Inc., in the Amount of \$19,399.19, Regarding Renovations and Alterations to the Montgomery County Courthouse Annex I, Third Floor, County Commission
8. Consider Payment of Membership Dues to the International City County Management Association (ICMA) for Risk Manager Scott Kramer, Risk Management
9. Consider Bank Depositories for the Remainder of 2012 and the 2013 Calendar Year, County Commission
10. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
11. Consider Bid Award for Employee Luncheon, Bid Number 51100-12B-031, County Commission
12. Consider Bid Award for Exterior Weatherization for the Montgomery County Courthouse Annex I – Phase 2 (Window Wall) Project #PH&J #0818-GVG, County Commission

13. Consider Bid Award for Window Blinds for Annex I, 3rd Floor Renovation, Bid Number 51101-12B-027, County Commission
14. Consider Bid Award for Moving of Judge's, Staff and Clerk's Office from the Youth Facility to Annex I, Bid Number 51100-12B-028, County Commission
15. Consider Bid Award for Switches, Bid Number 51965-12B-026, Information Systems
16. Consider Position Fill Request for Clerk III, Position Number 850003001, Appraisal Department
17. Consider Position Fill Request for Customer Service Clerk, Position Number 750016034, Probate Judge's Office
18. Consider Position Fill Request for Corrections Officer Trainee/Corrections Officer - Position Number 026, Detention Facility
19. Consider Position Fill Request for Clerk Typist II, Position Number 179, Sheriff's Office
20. Consider Travel/Training Requests (2)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

- 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)
- NOVEMBER 23, 2012** County Holiday (Thanksgiving)
- 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.
- DECEMBER 24, 2012** County Holiday (Christmas)
- NOVEMBER 25, 2012** County Holiday (Christmas)

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 Superintendent – 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
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 1 Building Maintenance Superintendent – Youth Facility

November 19, 2012

11-19-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-02-12

Check Number	To	Check Number
230155		230220
Total Checks Paid		\$246,189.57

CHECK #	PAYEE	AMOUNT	DATE
230154	Auburn University	\$ 150.00	10/29/12

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

11-19-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-02-12

Check Number	To	Check Number
230221		230333
Total Checks Paid		\$645,996.19

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

11-19-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-09-12

Check Number	To	Check Number
230335		230410
Total Checks Paid		\$94,943.46

CHECK #	PAYEE	AMOUNT	DATE
230334	Titan Security, Inc.	\$ 205.00	11/02/12

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

11-19-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-09-12

Check Number	To	Check Number
230411		230534
Total Checks Paid		\$263,756.27

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

11-19-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-13-12

Check Number	To	Check Number
230535		231254
Total Checks Paid		\$70,960.00

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

11-19-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-16-12

Check Number	To	Check Number
231255		231296
Total Checks Paid		\$405,658.86

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

11-19-12 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 11-16-12

Check Number	To	Check Number
231297		231391
Total Checks Paid		\$289,159.17

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

11/19/12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
11/16/12

Payroll Check Number	114409	To	Payroll Check Number	114516	\$ 82,901.53
Direct Deposits					\$ 783,800.21
Payroll Check Number	114517	To	Payroll Check Number	114538	\$ 253,517.34
Direct Deposits					\$ 323,942.94
Federal Deposits					\$ 292,776.76
Total Payroll Paid					\$ 1,736,938.78

CHECK #

114408

PAYEE

Shirley Pettway

AMOUNT

\$155.95

DATE

11/02/12

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

RESOLUTION

NOV 19 2012

BE IT RESOLVED AND ORDERED by the Montgomery County Commission (the "Commission") as follows:

Section 1. The Commission hereby makes the following findings and determinations:

(a) The Montgomery County Public Building Authority (the "Authority") has heretofore issued its Revenue Warrants (Montgomery County Facilities Project), Series 2006 (the "Series 2006 Warrants"), which are now outstanding in the aggregate principal amount of \$68,225,000. The principal of and interest on the Series 2006 Warrants are payable from rental payments made by Montgomery County (the "County") pursuant to a Lease Agreement between the Authority and the County.

(b) The Commission has been advised that, under the current interest rate environment, the County may be able to realize significant debt service savings by directing the Authority to refund, in advance of their respective maturities, all or a portion of the Series 2006 Warrants.

(c) It is appropriate and desirable, and in the best interests of the County and its residents, for the Commission to provide initial authorization and direction for the issuance by the Authority of one or more series of revenue warrants (the "Proposed Warrants") to refund all or a portion of the outstanding Series 2006 Warrants.

Section 2. The Commission hereby directs the Authority to proceed with the refunding of the Series 2006 Warrants, on terms to be hereafter approved by the Commission, and hereby appoints the following firms to serve in the following capacities with respect to the issuance of the Proposed Warrants:

Underwriters	Merchant Capital, L.L.C. First Tuskegee Bank
Bond Counsel	Haskell Slaughter Young & Gallion, LLC
Authority Counsel	Means Gillis Law

Said firms are hereby authorized and directed to proceed with the work of planning, structuring and documenting the issuance of the Proposed Warrants.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 19th day of November, 2012.

BY: _____
Chairman

ATTEST: _____
County Administrator

4685756_1

MEMORANDUM

DATE: October 31, 2012

TO: MONTGOMERY COUNTY COMMISSION

FROM: Michael P. Dunn
MERCHANT CAPITAL

RE: Refunding Considerations

Summary

Given today's extraordinary low interest rates there is now a refunding opportunity that merits your consideration.

Refinancing the County's 2006 "jail issue" at current estimated market rates produces savings of over \$4.25 million. We are recommending a multi-stage approach, refinancing approximately \$10 million of the issue this calendar year, with the balance of the refunding occurring in January 2013 or later. Refunding the 2006 bonds would lower the interest rate from 4.94% to about 2.90%.

Background and Overview

The Series 2006 bonds cannot be optionally prepaid until 2016 (i.e. the original issue had 10 year call protection). However, the County can issue advance refunding bonds today, locking in savings.

In an advance refunding the bond proceeds are invested in securities guaranteed by the U.S. Government and deposited into a refunding escrow account. The escrow is structured to cover interest payments on the refunded 2006 bonds until the call date of 3/1/2016. On the call date the escrow securities mature and are used to retire the 2006 bonds. From an accounting perspective, given the fact that the 2006 bonds are secured by U.S. Treasury obligations, the 2006 debt is considered "defeased" and is no longer an obligation of the County.

It is worth noting the Series 2006 bonds were issued through the Public Building Authority. Principal and interest payments are made through an annually renewable lease with the County. So while not technically a general obligation of the County, a failure to appropriate funds for the lease payment would result in loss of access to the Jail. This financing structure is used by many governmental issuers, including the State of Alabama (the Judicial Building, the State Capitol Complex, State Prisons, to name a few, are all financed via annual leases). Given this debt structure only the lease payment due in the next 12 months is charged against the County's Constitutional Debt Limit.

When an issuer does an advance refunding (only one allowed per series of bonds), there are TWO interest rates that drive the amount of savings. Obviously the interest rate on the new "refunding" bonds as compared to the outstanding "refunded" bonds is the MAJOR determinant of savings. However, also important is the interest rate earned on, and the term of, the refunding escrow. The ideal situation occurs when the yield on the escrow securities is equal to the interest rate on the refunding debt.

In today's market, with the Fed holding taxable short term interest rates near zero, refunding escrows do not earn interest at rates comparable to the issuers' borrowing costs. This "negative arbitrage" effectively lowers the savings which would otherwise be available. So as advance refundings are considered, the question becomes: (1) Whether to lock-in a known savings amount today, albeit with negative arbitrage; or (2) Wait for some period of time in an effort to reduce negative arbitrage and increase savings, while hoping rising interest rates do not result in lower savings than currently available.

We are recommending the County consider a staged approach to the refunding. As a first step we recommend a \$10 million refunding issue this year which would allow the debt to be "bank qualified" and provide significant savings of approximately \$750,000. This locks in present value savings of almost 10% (present value dollars saved divided by bonds refunded), which is well above the industry 3% historical guideline. Moving ahead with the smaller refunding also accomplishes most of the other tasks associated with a larger issue: bond documents, ratings, commission approval, etc. The completion of these critical steps provides for a quicker and more streamlined process for future stages.

Under this approach, the balance of any additional refunding(s) would close in 2013 or later. Based on current rates and closing an issue in January 2013, which refunds \$53 million of the 2006 bonds, the County would realize savings of about \$3.5 million (6.65%...not as high as smaller issue but well in excess of 3% guideline). This two stage approach would provide total savings of about \$4.25 million (over 7%). If the County prefers to wait, the attached charts illustrate estimated possible savings under varying interest rate assumptions and with different closing dates.

Estimating how issues might be sold in 1 to 3 years is obviously difficult. We have attempted to demonstrate the benefits of waiting (lowering negative arbitrage) versus the risks of rising interest rates. There are other factors which could significantly affect the interest rates on future issues which are impossible to quantify (changes in tax law, tax rates, limitations on exemption of municipal interest, investor preferences between fixed income securities and equities, etc. etc.).

While the charts illustrate simply refunding the \$53 million all in one step, at varying future dates, the County could elect to refund part of the bonds in 2013 and continue to evaluate the savings opportunities over the next 3 years.

A strategy of waiting would be in the hope that interest rates would remain low, or at least not rise so much as to negate the benefit of reduced negative arbitrage. If you waited until the bonds are currently callable in 2016 to execute the refunding we estimate interest rates rising about 1.5% would produce similar savings as a January 2013 refunding. Thus, if interest rates rose less than 1.5% savings would be higher, or more than 1.5% the savings would be less.

If the Commission prefers to delay any or all of the \$53 million refunding, Merchant Capital can monitor the refunding and provide periodic savings estimates. Do be aware, when interest rates begin to rise they can do so very quickly and it can be difficult forcing a bond issue sale in such a market environment.

We do believe proceeding this year with the \$10 million refunding, to take advantage of the BQ benefits (additional \$300,000 to \$400,000 in savings), is advisable.

We look forward to discussing this with you at the November 5th meeting. If you have any questions in the meantime please feel free to call.

Thank you for your consideration.

Montgomery County, Alabama
Estimated Cost of Issuance

Prepared 10.12.2012

Cost of Issuance	Approximately \$10 Million BQ Closing in December 2012		Approximately \$57,800,000 Closing in January 2013	
	\$/1000	Amount	\$/1000	Amount
Bond Counsel & Legal Fees ⁽¹⁾	3.00	\$ 30,000	1.73	100,000
Moodys Rating ⁽²⁾	1.40	14,000	0.59	34,000
S&P Rating ⁽²⁾	1.50	15,000	0.61	35,000
Trustee 1st Yr & Acceptance ⁽¹⁾	0.30	3,000	0.07	4,000
Escrow Agent ⁽¹⁾	0.10	1,000	0.02	1,000
Closing Estimate	0.30	3,000	0.14	8,000
Verification	0.25	2,500	0.06	3,500
Printing Mailing Misc	0.30	3,000	0.09	5,000
U/W Fee	8.00	80,040	7.50	433,538
	15.15	\$ 151,540	10.80	624,038

Note: Except for the rating fees, all fees are negotiable with those providing the service.

Fees shown are estimates.

(1) We have not attempted to get quotes for these fees therefore, these are budget estimates.

(2) Rating fees are based on par amount issued and the structure (ie lease revenue or GO)



Montgomery County

Series 2012 Financing Timetable DRAFT as of October 25, 2012

MERCHANT CAPITAL
L.L.C.

October, 2012						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November, 2012						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December, 2012						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Date	Event	Responsible Parties
October 24	■ Begin information gathering for rating presentation & POS	BC, MC, C
October 26	■ Begin drafting documents	C, MC, C
November 5	■ Commission Meeting (Merchant Capital presents refunding)	C, BC, MC
November 6	■ First draft preliminary official statement	BC
November 8	■ Call to discuss preliminary official statement	C, BC, MC
November 12	■ First draft other bond documents	BC
	■ Second draft preliminary official statement	BC
November 19	■ Commission Meeting (Merchant Capital Presents / Resolution)	C, BC, MC
November 20	■ Rating package sent to Moody's and S&P	MC
Week of Nov 26	■ Call with Moody's and S&P	C, MC
December 3	■ Commission Meeting	C
December 4	■ Ratings assigned	MC
December 6	■ Distribute Preliminary Official Statement to Investors	BC, MC
Week of December 10	■ Sell Bonds	BC
December 17	■ Commission Meeting (approve final pricing)	C, BC, MC
December 20	■ Close Issue	ALL

C Montgomery County MC Merchant Capital
BC Bond Counsel

Commission meets 1st and 3rd Monday of each month

Montgomery County Refunding Analysis - Series 2006 Jail Bonds									
Realistic Price Structure Using Premium, Par and Discount Bonds									
Series 2006 Bonds Callable 3/1/2016									
	*** BASE CASE ***								
	Advance Refunding								
	Closing 2/1/2013								
	Current Rates								
Dated Date	2/1/2013			2/1/2014		2/1/2015		2/1/2016	
Delivery Date	2/1/2013			2/1/2014		2/1/2015		2/1/2016	
Arbitrage yield	2.665%			3.184%		3.428%		3.458%	
Escrow yield	0.411%			0.286%		0.178%		0.102%	
Bond Par Amount	57,805,000			56,350,000		53,445,000		51,535,000	
True Interest Cost	2.87%			3.30%		3.50%		3.50%	
Net Interest Cost	3.07%			3.48%		3.66%		3.65%	
Average Coupon	4.08%			4.32%		4.45%		4.42%	
Average Life	12.65			11.79		10.84		9.86	
Par amount of refunded bonds	53,495,000			53,495,000		53,495,000		53,495,000	
Average coupon of refunded bonds	4.97%			4.97%		4.97%		4.97%	
Average life of refunded bonds	12.93			11.93		10.93		9.93	
Net PV Savings	3,818,528			2,707,181		3,554,657		5,554,241	
Percentage savings of refunded bonds	7.14%			5.06%		6.64%		10.38%	
Negative Arbitrage	3,835,943			3,290,834		1,904,118		156,674	
	2013			2014		2015		2016	
Assumptions:									
(1) Actual coupon rates which would most likely be used in a sale (i.e. mix of premium, par, discount bonds) ARE incorporated in the pricing structure.									
(2) Interest rates for refunding issues closing in 2014 -2016 are adjusted accordingly (for example: On 2013 issue the 2023 bonds have a 10 year yield; on a 2016 issue the 2023 bonds have an 7 year yield).									

Montgomery County Refunding Analysis - Series 2006 Jail Bonds
 Advance Refunding the 2026 and part of the 2024 Maturity with BQ Bonds in December 2012
 Advance Refunding Other Maturities (2017 - 2031) in January 2013
 Series 2006 Bonds Callable 3/1/2016

	Advance Refunding Closing December 2012 Current Rates	Advance Refunding Closing January 2013 Current Rates	Total
Dated Date	12/1/2012	1/1/2013	
Delivery Date	12/1/2012	1/1/2013	
Arbitrage yield	2.337%	2.664%	
Escrow yield	0.363%	0.333%	
Bond Par Amount	10,000,000	57,805,000	67,805,000
True Interest Cost	2.34%	2.86%	
Net Interest Cost	2.33%	3.07%	
Average Coupon	2.26%	4.08%	
Average Life	11.08	12.73	
Par amount of refunded bonds	7,820,000	53,495,000	61,315,000
Average coupon of refunded bonds	4.76%	4.97%	
Average life of refunded bonds	12.43	13.01	
Net PV Savings	771,748	3,556,089	4,327,837
Percentage savings of refunded bonds	9.86%	6.65%	7.06%
Negative Arbitrage	520,922	4,084,251	

D.T. MARSHALL, SHERIFF



OFFICE: (334) 832-4980

FAX: (334) 832-2500

Agenda

October 25, 2012

NOV 19 2012

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Chief Deputy Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Homeland Security Grants

Please place these grants for EMA, Montgomery Fire Department, and Regional Law Enforcement Team on the County Agenda. Upon approval by the Commission, please have Mr. Dean sign these grants.

If you would have your personnel call my office, I will send someone to pick up the signed grants.

DC/tb



Robert Bentley
Governor

Department of Homeland Security

State of Alabama



Spencer Collier
Director

October 15, 2012

MEMORANDUM

TO: Montgomery County EMA

FROM: Robert Ratliff
Assistant Director of Accounting and Grants

SUBJECT: Grant Agreements

Enclosed is your grant agreement for the U.S. Department of Homeland Security (DHS) FY 2012 State Homeland Security Grant Program (SHSGP). Please read the agreement carefully, initial the bottom of each page, and sign pages 8 and 11. Return one original grant agreement to our office for processing, and retain one original grant agreement for your files.

The breakdown of the enclosed grants for your County is as follows:
\$25,000.00 (2LEL) - Law Enforcement Teams.

Spending is not authorized until a budget detail worksheet has been approved and one original copy of each grant agreement has been returned correctly signed. Once your jurisdiction's grant agreement is received at ALDHS, an email notification authorizing the expenditure of grant funds will be sent.

Please note that the CFDA number on pages 2-11 of your grant is incorrect. The CFDA number on those pages is 97.055, but the correct number is 97.067. Please make a note of this on the copies of the grants that you retain for your records. If you have any additional questions or concerns, please contact the Grant Program Manager for your county, Terisa Rigby. Thank you for your continued support and hard work.

Sincerely,

Robert Ratliff
Assistant Director of Accounting and Grants

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

1. Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S OFFICE 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Department of Homeland Security PO Box 304115 Montgomery, AL 36130-4115	
3. FY 2012	4. Amount of: Federal: \$25,000.00 Total: \$25,000.00	5. Effective Dates Begin: 10/15/2012 End: 10/15/2013	6. Grant Number: 2LEL

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub-grantee, the Alabama Department of Homeland Security is herein referred to as AL DHS, and FY 2012 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

Initial Here D.C. 2-3

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

5. **Project Implementation:** The sub-grantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR).
6. **Written Approval of Changes:** Any mutually agreed upon changes to this sub-grant must be approved, in writing, by AL DHS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. **Individual Consultants:** Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.
8. **Bidding Requirements:** The sub-grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6.
9. **Personnel and Travel Costs:** The US DHS Financial Guide is the source document for all homeland security related financial matters, including personnel and travel costs. Subgrantees must comply with the provisions in this guide. This guide has been distributed by AL DHS annually during the past several years and is available upon request. Personnel and travel costs must also be consistent with the jurisdiction's policies and procedures, and must be applied uniformly to both federally financed and locally financed activities of the agency. In the absence of jurisdictional requirements, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. *However, at no time can the agency's travel and lodging expenses rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are normally not allowable and food/beverage expenses are restricted.
10. **Terms of Grant Period:** Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the subgrantees approved project plan and budget. Items must be in the sub-grantee's approved grant budget and documented in the budget detail worksheet in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
12. **Recording and Documentation of Receipts and Expenditures:** Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Equipment purchases may only include items approved in the AEL (Authorized Equipment List). Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
13. **Financial Responsibility:** The financial responsibility of sub-grantees must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

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**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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- a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
- b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
- c. The accounting system should provide accurate and current financial reporting information; and,
- d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

14. Property Control:

- a. Effective control and accountability must be maintained for all property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should ensure proper use, maintenance, protection and preservation of such property.
- b. Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- c. Use and Disposition: Equipment shall be used by the sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to AL DHS immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable and coordinated in advance with AL DHS.
- d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with homeland security grant funds will be checked annually during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
- e. Equipment: The sub-grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the AL DHS logo and the above phrasing may be obtained by contacting the Alabama Department of Homeland Security.

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

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**COOPERATIVE GRANT AGREEMENT
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17. Americans with Disabilities Act of 1990 (ADA): The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the grant application, the sub-grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub-grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when AL DHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant, or government-wide suspension or debarment.
23. Publications: The sub-grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The sub-grantee also agrees that one copy of any such publication will be submitted to AL DHS to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. AL DHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by AL DHS Guidelines or "Special Conditions" placed on the grant award.
26. Compliance Agreement: The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by AL DHS. Failure to comply could result in a "Stop Payment" being placed on the grant.
27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with AL DHS at annual program briefings and documented/approved in budget detail worksheets. Specific provisions are provided below.

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

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

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

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

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

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

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

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

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

f. Other good cause shown.

29. **National Incident Management System (NIMS):** The State met the NIMS compliance requirements in order to receive FY12 homeland security grant funding. The jurisdictions and agencies that established NIMSCAST accounts and submitted their annual rollups by the annual deadline are also eligible to receive FY12 homeland security grant funding.

a. County subgrantees of FY12 homeland security grants (i.e., those that met the NIMS compliance requirements) may only allocate or use HS funding for those cities, towns, and agencies that also met the annual NIMS deadline. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If a County allocates or uses FY12 HS funding for a city, town or agency that is not NIMS compliant, then AL DHS will not be able to process the reimbursement request and it will be returned without action.

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**COOPERATIVE GRANT AGREEMENT
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30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the sub-grantee agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The sub-grantee agrees to submit a Budget Detail Worksheet to the Alabama Department of Homeland Security (AL DHS) and must await formal approval of the worksheet in writing from AL DHS prior to obligating funds, making commitments, or purchasing any of the items requested. The worksheet submitted by the sub-grantee will provide a complete and detailed description of the items (equipment, training, and exercises) to be purchased and will also provide a valid estimate of the actual quantities and costs involved. Care should be taken to ensure the items requested on the worksheet are allowable in accordance with the US DHS grant guidance, and if equipment, listed on the current version of the Authorized Equipment List (AEL). Copies of the fiscal year grant guidance and the current version of the AEL are available on the AL DHS web site at www.homelandsecurity.alabama.gov. Additionally, a revised worksheet must be submitted for addition or deletion of all items from the original worksheet. If additions, deletions, or changes in cost total \$5000.00 or more, a new sign-off sheet by stakeholders is also required. Electronic copies of budget detail worksheet must be submitted within 60 days of receipt of this grant. The electronic budget detail worksheet is a requirement in addition to the paper copies that may have been submitted previously.
- b. Special Instructions: In regard to law enforcement, the sub-grantee agrees to spend the appropriate percentage of this grant in compliance with US DHS grant guidance and AL DHS special instructions. Additionally, the amount to be spent and the percentage for the expenditures for law enforcement will be documented in a letter and attached to the budget detail worksheet.
32. Metropolitan Medical Response System (MMRS):
- a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security Strategies. The responsibilities of MMRS sub-grantees are to:
- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
 - Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework
 - Promote sub-State regional coordination of mutual aid with neighboring localities
 - Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events
 - Validate the sub-grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
 - Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
 - Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard
 - Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
 - Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained
 - Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments

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

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

33. Homeland Security Exercises: All exercises conducted with HSGP funding must be NIMS compliant and must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The Alabama Emergency Management Agency serves as the single point of contact for homeland security and emergency management related exercises within the state. All exercises must be coordinated in advance with Sam Guerrero or the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP grant guidance, grant recipients must ensure that an After Action Report and an Improvement Plan are prepared for each exercise conducted with US DHS and FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise point of contact and submitted to the FEMA secure portal within 60 days following each exercise.
34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in FY12 HSGP grant guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not normally be authorized and all requests for overtime must be coordinated in advance and approved by AL DHS.
- a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with Federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to spend FY12 HSGP funds on operational overtime costs prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses are *not allowed* except as part of the standard National Guard deployment package.
35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with AL DHS and documented/approved in budget detail worksheets. Additionally, subgrantees must provide to the SAA (AL DHS) appropriate documentation required by HSGP grant guidance (for forwarding to FEMA) prior to draw down of funds. Subgrantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects that were initiated or completed before an EHP review was concluded and used HSGP funds will be de-obligated. MMRS funds may not be used for any type of construction.
36. Special Instructions: The amount of this grant, \$25,000.00, is for the Regional Law Enforcement Team. Spending cannot be initiated until a budget is approved by AL DHS.

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CERTIFICATION BY COUNTY HOMELAND SECURITY POINT OF CONTACT (POC)

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

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address: 115 South Perry St. Montgomery, AL 36104

Phone Number: (334) 832-1646

Fax Number: (334) 832-7113

Mobile Number: (334) 850-1329

E-Mail Address: DerrickCunningham@mc-a/a.org

Signature: [Signature]

Date:

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name:

Title:

Agency Address:

Phone Number:

Signature:

Date:

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Director, Alabama Department of Homeland Security

Signature: [Signature]

Date:

OCT 15 2012

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

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

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

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

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

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

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

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an on-going drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

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

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

- A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending			
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2. Audit will be submitted to AL DHS Accounting Office by:

(Date)

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

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

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

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

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

Form Completed By

Name:

Title:

Signature:

Initial Here D.C. 2-13



Robert Bentley
Governor

Department of Homeland Security

State of Alabama



Spencer Collier
Director

October 15, 2012

MEMORANDUM

TO: Montgomery County Sheriff's Office

FROM: Robert Ratliff
Assistant Director of Accounting and Grants

SUBJECT: Grant Agreements

Enclosed is your grant agreement for the U.S. Department of Homeland Security (DHS) FY 2012 State Homeland Security Grant Program (SHSGP). Please read the agreement carefully, initial the bottom of each page, and sign pages 8 and 11. Return one original grant agreement to our office for processing, and retain one original grant agreement for your files.

The breakdown of the enclosed grants for your County is as follows:

2FIL (Hazmat 7)	<u>\$1,903.00 (Exercise Funding Only)</u>
	\$1,903.00
2FIL (Heavy 7)	\$11,065.32 (Approved Training)
	<u>\$ 1,903.00 (Exercise Funding Only)</u>
	\$12,968.32

Spending is not authorized until a budget detail worksheet has been approved and one original copy of each grant agreement has been returned correctly signed. Once your jurisdiction's grant agreement is received at ALDHS, an email notification authorizing the expenditure of grant funds will be sent.

Please note that the CFDA number on pages 2-11 of your grant is incorrect. The CFDA number on those pages is 97.055, but the correct number is 97.067. Please make a note of this on the copies of the grants that you retain for your records. If you have any additional questions or concerns, please contact the Grant Program Manager for your county, Terisa Rigby. Thank you for your continued support and hard work.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Ratliff', with a stylized flourish at the end.

Robert Ratliff
Assistant Director of Accounting and Grants

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

1. Grantee Name & Address: Montgomery County Sheriff's Office 115 S. Perry ST Montgomery, AL 36104-4243		2. Issuing Office & Address: Alabama Department of Homeland Security PO Box 304115 Montgomery, AL 36130-4115	
3. FY 2012	4. Amount of: Federal: \$1,903.00 Total: \$1,903.00	5. Effective Dates Begin: 10/15/2012 End: 10/15/2013	6. Grant Number: 2FIL

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub-grantee, the Alabama Department of Homeland Security is herein referred to as AL DHS, and FY 2012 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

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COOPERATIVE GRANT AGREEMENT STATE HOMELAND SECURITY GRANT PROGRAM TERMS AND CONDITIONS

5. Project Implementation: The sub-grantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR).
6. Written Approval of Changes: Any mutually agreed upon changes to this sub-grant must be approved, in writing, by AL DHS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. Individual Consultants: Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.
8. Bidding Requirements: The sub-grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6.
9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all homeland security related financial matters, including personnel and travel costs. Subgrantees must comply with the provisions in this guide. This guide has been distributed by AL DHS annually during the past several years and is available upon request. Personnel and travel costs must also be consistent with the jurisdiction's policies and procedures, and must be applied uniformly to both federally financed and locally financed activities of the agency. In the absence of jurisdictional requirements, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. *However, at no time can the agency's travel and lodging expenses rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are normally not allowable and food/beverage expenses are restricted.
10. Terms of Grant Period: Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the subgrantees approved project plan and budget. Items must be in the sub-grantee's approved grant budget and documented in the budget detail worksheet in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
12. Recording and Documentation of Receipts and Expenditures: Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Equipment purchases may only include items approved in the AEL (Authorized Equipment List). Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
13. Financial Responsibility: The financial responsibility of sub-grantees must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

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

- a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
- b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
- c. The accounting system should provide accurate and current financial reporting information; and,
- d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

14. Property Control:

- a. Effective control and accountability must be maintained for all property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should ensure proper use, maintenance, protection and preservation of such property.
- b. Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- c. Use and Disposition: Equipment shall be used by the sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to AL DHS immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable and coordinated in advance with AL DHS.
- d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with homeland security grant funds will be checked annually during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
- e. Equipment: The sub-grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the AL DHS logo and the above phrasing may be obtained by contacting the Alabama Department of Homeland Security.

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

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

17. Americans with Disabilities Act of 1990 (ADA): The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the grant application, the sub-grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub-grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when AL DHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant, or government-wide suspension or debarment.
23. Publications: The sub-grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The sub-grantee also agrees that one copy of any such publication will be submitted to AL DHS to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. AL DHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by AL DHS Guidelines or "Special Conditions" placed on the grant award.
26. Compliance Agreement: The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by AL DHS. Failure to comply could result in a "Stop Payment" being placed on the grant.
27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with AL DHS at annual program briefings and documented/approved in budget detail worksheets. Specific provisions are provided below.

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

- a. **Equipment Storage:** Rental or leasing of space for a newly acquired allowable equipment items is allowable. Grant funds may be used to cover only the portion of the rental/lease period that occurs during the grant project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
- b. **Exercises:** Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
- c. **Office Space:** Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with AL DHS. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (AL DHS) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the grant (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (AL DHS). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for space. Please note that the grant can only be charged for the grant's portion of rental costs. The grant cannot be used for mortgage payments as this is unallowable.

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

- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.
- b. Failure to adhere to the requirements, standard conditions or special conditions of this grant, including property accountability and vehicle usage.
- c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been approved for funding.
- d. Failure to submit reports on a semi-annual basis and as otherwise required.
- e. Filing a false certification in this application or other report or document.
- f. Other good cause shown.

29. **National Incident Management System (NIMS):** The State met the NIMS compliance requirements in order to receive FY12 homeland security grant funding. The jurisdictions and agencies that established NIMSCAST accounts and submitted their annual rollups by the annual deadline are also eligible to receive FY12 homeland security grant funding.

- a. County subgrantees of FY12 homeland security grants (i.e., those that met the NIMS compliance requirements) may only allocate or use HS funding for those cities, towns, and agencies that also met the annual NIMS deadline. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.
- b. If a County allocates or uses FY12 HS funding for a city, town or agency that is not NIMS compliant, then AL DHS will not be able to process the reimbursement request and it will be returned without action.

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

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the sub-grantee agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The sub-grantee agrees to submit a Budget Detail Worksheet to the Alabama Department of Homeland Security (AL DHS) and must await formal approval of the worksheet in writing from AL DHS prior to obligating funds, making commitments, or purchasing any of the items requested. The worksheet submitted by the sub-grantee will provide a complete and detailed description of the items (equipment, training, and exercises) to be purchased and will also provide a valid estimate of the actual quantities and costs involved. Care should be taken to ensure the items requested on the worksheet are allowable in accordance with the US DHS grant guidance, and if equipment, listed on the current version of the Authorized Equipment List (AEL). Copies of the fiscal year grant guidance and the current version of the AEL are available on the AL DHS web site at www.homelandsecurity.alabama.gov. Additionally, a revised worksheet must be submitted for addition or deletion of all items from the original worksheet. If additions, deletions, or changes in cost total \$5000.00 or more, a new sign-off sheet by stakeholders is also required. Electronic copies of budget detail worksheet must be submitted within 60 days of receipt of this grant. The electronic budget detail worksheet is a requirement in addition to the paper copies that may have been submitted previously.
- b. Special Instructions: In regard to law enforcement, the sub-grantee agrees to spend the appropriate percentage of this grant in compliance with US DHS grant guidance and AL DHS special instructions. Additionally, the amount to be spent and the percentage for the expenditures for law enforcement will be documented in a letter and attached to the budget detail worksheet.
32. Metropolitan Medical Response System (MMRS):
- a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security Strategies. The responsibilities of MMRS sub-grantees are to:
- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
 - Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework
 - Promote sub-State regional coordination of mutual aid with neighboring localities
 - Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events
 - Validate the sub-grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
 - Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
 - Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard
 - Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
 - Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained
 - Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments

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

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

33. Homeland Security Exercises: All exercises conducted with HSGP funding must be NIMS compliant and must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The Alabama Emergency Management Agency serves as the single point of contact for homeland security and emergency management related exercises within the state. All exercises must be coordinated in advance with Sam Guerrero or the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP grant guidance, grant recipients must ensure that an After Action Report and an Improvement Plan are prepared for each exercise conducted with US DHS and FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise point of contact and submitted to the FEMA secure portal within 60 days following each exercise.
34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in FY12 HSGP grant guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not normally be authorized and all requests for overtime must be coordinated in advance and approved by AL DHS.
- a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency*. Allowable costs are limited to overtime associated with Federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to spend FY12 HSGP funds on operational overtime costs prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses are *not allowed* except as part of the standard National Guard deployment package.
35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with AL DHS and documented/approved in budget detail worksheets. Additionally, subgrantees must provide to the SAA (AL DHS) appropriate documentation required by HSGP grant guidance (for forwarding to FEMA) prior to draw down of funds. Subgrantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects that were initiated or completed before an EHP review was concluded and used HSGP funds will be de-obligated. MMRS funds may not be used for any type of construction.
36. Special Instructions: This grant is solely for the funding of the budget that was approved by AEMA for this AMAS Team.

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CERTIFICATION BY COUNTY HOMELAND SECURITY POINT OF CONTACT (POC)

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

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address: 115 South Perry St. Montgomery, AL 36104

Phone Number: (334) 832-1646

Fax Number: (334) 832-7113

Mobile Number: (334) 850-1329

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

Signature: Derrick Cunningham

Date: 10-23-12

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name:

Title:

Agency Address:

Phone Number:

Signature:

Date:

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Director, Alabama Department of Homeland Security

Signature: S. Collier

Date: OCT 15 2012

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

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

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

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

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

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

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

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an on-going drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

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

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

- A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending			
-------------------	-----------	--	--------	--	--	--

2. Audit will be submitted to AL DHS Accounting Office by:		
--	--	--

(Date)

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

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

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

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

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

Form Completed By

Name:

Title:

Signature:

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D.C.

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

1. Grantee Name & Address: Montgomery County Sheriff's Office 115 S. Perry ST Montgomery, AL 36104-4243		2. Issuing Office & Address: Alabama Department of Homeland Security PO Box 304115 Montgomery, AL 36130-4115	
3. FY 2012	4. Amount of: Federal: \$12,968.32 Total: \$12,968.32	5. Effective Dates Begin: 10/15/2012 End: 10/15/2013	6. Grant Number: 2FIL

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub-grantee, the Alabama Department of Homeland Security is herein referred to as AL DHS, and FY 2012 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

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

5. Project Implementation: The sub-grantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR).
6. Written Approval of Changes: Any mutually agreed upon changes to this sub-grant must be approved, in writing, by AL DHS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. Individual Consultants: Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.
8. Bidding Requirements: The sub-grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6.
9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all homeland security related financial matters, including personnel and travel costs. Subgrantees must comply with the provisions in this guide. This guide has been distributed by AL DHS annually during the past several years and is available upon request. Personnel and travel costs must also be consistent with the jurisdiction's policies and procedures, and must be applied uniformly to both federally financed and locally financed activities of the agency. In the absence of jurisdictional requirements, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. *However, at no time can the agency's travel and lodging expenses rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are normally not allowable and food/beverage expenses are restricted.
10. Terms of Grant Period: Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the subgrantees approved project plan and budget. Items must be in the sub-grantee's approved grant budget and documented in the budget detail worksheet in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
12. Recording and Documentation of Receipts and Expenditures: Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Equipment purchases may only include items approved in the AEL (Authorized Equipment List). Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
13. Financial Responsibility: The financial responsibility of sub-grantees must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

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

- a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
- b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
- c. The accounting system should provide accurate and current financial reporting information; and,
- d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

14. Property Control:

- a. Effective control and accountability must be maintained for all property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should ensure proper use, maintenance, protection and preservation of such property.
- b. Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- c. Use and Disposition: Equipment shall be used by the sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to AL DHS immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable and coordinated in advance with AL DHS.
- d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with homeland security grant funds will be checked annually during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
- e. Equipment: The sub-grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the AL DHS logo and the above phrasing may be obtained by contacting the Alabama Department of Homeland Security.

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

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

17. Americans with Disabilities Act of 1990 (ADA): The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the grant application, the sub-grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub-grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when AL DHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant, or government-wide suspension or debarment.
23. Publications: The sub-grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The sub-grantee also agrees that one copy of any such publication will be submitted to AL DHS to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. AL DHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by AL DHS Guidelines or "Special Conditions" placed on the grant award.
26. Compliance Agreement: The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by AL DHS. Failure to comply could result in a "Stop Payment" being placed on the grant.
27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with AL DHS at annual program briefings and documented/approved in budget detail worksheets. Specific provisions are provided below.

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

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

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

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

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

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

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

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

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

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

f. Other good cause shown.

29. National Incident Management System (NIMS): The State met the NIMS compliance requirements in order to receive FY12 homeland security grant funding. The jurisdictions and agencies that established NIMSCAST accounts and submitted their annual rollups by the annual deadline are also eligible to receive FY12 homeland security grant funding.

a. County subgrantees of FY12 homeland security grants (i.e., those that met the NIMS compliance requirements) may only allocate or use HS funding for those cities, towns, and agencies that also met the annual NIMS deadline. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If a County allocates or uses FY12 HS funding for a city, town or agency that is not NIMS compliant, then AL DHS will not be able to process the reimbursement request and it will be returned without action.

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

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the sub-grantee agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The sub-grantee agrees to submit a Budget Detail Worksheet to the Alabama Department of Homeland Security (AL DHS) and must await formal approval of the worksheet in writing from AL DHS prior to obligating funds, making commitments, or purchasing any of the items requested. The worksheet submitted by the sub-grantee will provide a complete and detailed description of the items (equipment, training, and exercises) to be purchased and will also provide a valid estimate of the actual quantities and costs involved. Care should be taken to ensure the items requested on the worksheet are allowable in accordance with the US DHS grant guidance, and if equipment, listed on the current version of the Authorized Equipment List (AEL). Copies of the fiscal year grant guidance and the current version of the AEL are available on the AL DHS web site at www.homelandsecurity.alabama.gov. Additionally, a revised worksheet must be submitted for addition or deletion of all items from the original worksheet. If additions, deletions, or changes in cost total \$5000.00 or more, a new sign-off sheet by stakeholders is also required. Electronic copies of budget detail worksheet must be submitted within 60 days of receipt of this grant. The electronic budget detail worksheet is a requirement in addition to the paper copies that may have been submitted previously.
- b. Special Instructions: In regard to law enforcement, the sub-grantee agrees to spend the appropriate percentage of this grant in compliance with US DHS grant guidance and AL DHS special instructions. Additionally, the amount to be spent and the percentage for the expenditures for law enforcement will be documented in a letter and attached to the budget detail worksheet.
32. Metropolitan Medical Response System (MMRS):
- a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security Strategies. The responsibilities of MMRS sub-grantees are to:
- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
 - Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework
 - Promote sub-State regional coordination of mutual aid with neighboring localities
 - Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events
 - Validate the sub-grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
 - Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
 - Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard
 - Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
 - Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained
 - Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments

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

- b. Detailed budget worksheets will document program expenses as prescribed in other sections of the grant guidance. Detailed budget worksheets will be prepared and provided to AL DHS for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.
33. Homeland Security Exercises: All exercises conducted with HSGP funding must be NIMS compliant and must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The Alabama Emergency Management Agency serves as the single point of contact for homeland security and emergency management related exercises within the state. All exercises must be coordinated in advance with Sam Guerra or the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP grant guidance, grant recipients must ensure that an After Action Report and an Improvement Plan are prepared for each exercise conducted with US DHS and FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise point of contact and submitted to the FEMA secure portal within 60 days following each exercise.
34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in FY12 HSGP grant guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not normally be authorized and all requests for overtime must be coordinated in advance and approved by AL DHS.
- a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with Federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to spend FY12 HSGP funds on operational overtime costs prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses are *not allowed* except as part of the standard National Guard deployment package.
35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with AL DHS and documented/approved in budget detail worksheets. Additionally, subgrantees must provide to the SAA (AL DHS) appropriate documentation required by HSGP grant guidance (for forwarding to FEMA) prior to draw down of funds. Subgrantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects that were initiated or completed before an EHP review was concluded and used HSGP funds will be de-obligated. MMRS funds may not be used for any type of construction.
36. Special Instructions: This grant is solely for the funding of the budget that was approved by AEMA for this AMAS Team.

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CERTIFICATION BY COUNTY HOMELAND SECURITY POINT OF CONTACT (POC)

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

Name:

Derrick Cunningham

Title:

Chief Deputy

Agency Address:

115 South Perry St. Montgomery, AL 36104

Phone Number:

(334) 832-1666

Fax Number:

(334) 832-2115

Mobile Number:

(334) 850-1329

E-Mail Address:

DerrickCunningham@mc-ala.org

Signature:

D. Cunningham

Date:

10/23/12

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name:

Title:

Agency Address:

Phone Number:

Signature:

Date:

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Director, Alabama Department of Homeland Security

Signature:

S. Collier

Date:

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

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

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

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Initial Here D.C.

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

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

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

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

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an on-going drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

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

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

- A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

Initial Here D.C. ²⁻³⁶

ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending			
-------------------	-----------	--	--------	--	--	--

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

(Date)

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

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

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

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

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

Form Completed By
Name:

Title:

Signature:

Initial Here

2-37
DC.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
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Agenda

NOV 19 2012

November 15, 2012

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Discounted Dental Service Agreement with Cost Plus Dental

On November 5th, I discussed with the County Commission the discounted dental program with Cost Plus Dental. This voluntary discounted dental program is eligible to employees, retirees and dependents covered under the Montgomery County Healthcare Plan. This program will be effective on December 1, 2012 for those that choose to participate exclusively with this group for at least one year. Savings are projected for the participants with free cleanings, no deductibles and discounted services. In addition, the County will also realize savings with reduced administrative fees and volume discounts. I have enclosed the Dental Service Agreement with Cost Plus Dental which has been reviewed by the County Attorney.

I am requesting that you place this item on the next agenda for the Commission's approval.

cc: John A. Mitchell, Sr.
Deputy County Administrator

Dental Services Agreement

This Agreement for dental services is made and entered into this _____ day of _____, 2012 by and between Montgomery County Commission ("County"), located at 101 S. Lawrence Street, Montgomery, AL 36104, and Cost Plus Dental, L.L.C. ("Cost Plus Dental"), an Alabama Limited Liability Corporation located at 2564 Berryhill Road, Montgomery, AL 36117.

RECITALS

WHEREAS, Cost Plus Dental contracts with the County to provide the dental facilities, dentists, staff, and supplies necessary to provide general dental care for employees of the County, retirees from the County, and their eligible dependents as defined by the County. General dental care includes, but is not limited to preventive care (cleanings, exams, radiographs) restorative care (fillings, crowns) fixed and removable prosthetics (bridges, partials, dentures) endodontics (root canals) and extractions. Much of the preventive care, for example cleanings, exams and x-rays would also be free to the patients. In addition, there will be no deductible or annual limit. In the judgment of the provider, procedures requiring the expertise of a dental specialist including but not limited to an oral surgeon, an endodontist, an orthodontist, a pediatric dentist, or a periodontist, will be referred to a local specialist. Cost Plus Dental has negotiated discounts for Cost Plus Patients who require specialty care.

WHEREAS, the County desires to contract with Cost Plus Dental and Cost Plus Dental desires to contract with the County to provide a dental facility, a dentist ("Provider"), hygienists, clinical staff, administrative staff ("Support Personnel"), and all supplies necessary to provide general dental care to employees of the County, retirees from the County and their dependents according to the terms of this agreement and subject to the conditions contained herein.

Now, therefore, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the County and Cost Plus Dental hereby agree as follows:

Article I

Provisions for Dentist, Hygienists, Dental Assistants, and Administrative Staff

1.01. Provision of dental personnel.

- 1.01.1 In accordance with the County's choice(s), Cost Plus Dental shall furnish the Dentist(s), Hygienists, Dental Assistants, and Administrative Personnel, necessary to provide general dental services to the employees or retired employees of the County and their dependents thereof. Cost Plus Dental is not committing to provide a specific person for any of the aforementioned positions and Cost Plus Dental may change any or all of the personnel at

anytime. Personnel selection is left to the discretion of Cost Plus Dental but any change in personnel is subject to approval by the County. The County shall also have the right to remove a dentist and or support personnel with written notice. Cost Plus Dental reserves the right to have reasonable and adequate time, which may vary, to hire a replacement provider or replacement support personnel who are acceptable to both Cost Plus Dental and the County.

- 1.01.2 The Provider and Support Personnel shall provide Dental Services for a minimum of 32 hours a week and up to 50 hours per week for a minimum of 46 weeks per year and a maximum of 50 hours per week. The foregoing staffing, weekly hours, and days of operation shall be set by Cost Plus Dental and adjusted based on need.

1.02 Standards of Dental Professional Performance. Cost Plus Dental shall contract with the Provider such that the Provider is obligated to perform or deliver the following, supported by the Support Personnel under the Provider's direction and control:

- a. The Provider shall determine his or her own means and methods of providing Dental Services in connection with this Agreement.
- b. The Provider shall comply with all applicable laws and regulations with respect to the licensing and the regulation of dentists and shall ensure that the Support Personnel does the same with respect to the licensing and regulation of said Support Personnel.
- c. The Provider and Support Personnel shall provide the Dental Services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with Dental Services provided in the community.
- d. The Provider shall maintain during the term of this Agreement appropriate credentials including:
 1. A duly issued license to practice dentistry in the state of Alabama.
 2. Good standing with his or her profession and state professional association.
 3. The absence of any license restriction, revocation, or suspension,
 4. The absence of any involuntary restriction placed on his or her federal DEA license, and
 5. The absence of any conviction of a felony.
- e. In the event that any Provider or Support Personnel: (1) has his or her license to practice dentistry and/or prescribe medicine restricted, revoked, or suspended, (2) has an involuntary restriction placed on his or her federal DEA license, (3) is convicted of a felony, or (4) is no longer in good standing with his or her professional or state licensing board, Cost Plus Dental shall promptly remove that Provider or

Support Personnel and replace them with another Provider or Support Personnel that meets the requirements of Section 1.02 (d).

- f. Cost Plus Dental shall require the Provider to ensure that any Support Personnel or other staff complies with the requirements of this Section 1.02 with respect to performance, licensing, certification, and good standing, as applicable. Cost Plus Dental shall require the Provider to notify Cost Plus Dental immediately in the event the Provider learns of the possibility that any of the events specified in Section 1.02(e) may occur with respect to the Provider or any Support Personnel. Thereafter, Cost Plus Dental shall immediately notify the County of such notification, so that the County can determine whether or not to exercise its right to remove the Provider pursuant to Section 1.01.1.
- g. Cost Plus Dental will indemnify and hold the County harmless from and against any and all claims, demands, cost, expenses, liabilities, and losses (including reasonable attorneys' fees and costs) that may result against the County as a consequence of any alleged dental malpractice, malfeasance or neglect caused or alleged to be caused by the Provider or Support Personnel in connection with the performance of dental services pursuant to this Agreement.
- h. The Provider and Support Personnel will be required to use their best efforts to have a wait time which does not exceed 30 minutes from the scheduled appointment time and the time that the patient is seen by the Provider or Support Personnel.

1.03. Scheduling of Services. Cost Plus Dental shall contract with the Provider and the Support Personnel to provide general dental services at a location(s) as defined in Section 1.04 below and scheduled hours set by Cost Plus Dental in accordance with the schedule set forth in Section 1.01.2 above. In the event Cost Plus Dental elects to make any change to the clinic hours, they will notify the County in writing 30 days in advance.

1.04 Place of Services and Equipment. Cost Plus Dental shall be responsible for contracting with a local dental facility, for use of their dental clinic and equipment necessary to provide general dental care in total or in part, for the treatment of members of the County as defined in this agreement. The expenses of the said facility will be the responsibility of the County in whole or in part as defined in Section 1.05 below. The initial facility to be used is located at 2564 Berryhill Road, Montgomery, AL 36117. In the event that Cost Plus Dental feels the County would be better served in another location, they have the right to submit a proposal to the County. Any and all decisions to change the facility location will be left solely to the discretion of the County.

1.05 Supplies. The County shall be responsible for any and all facility and administrative expenses associated with the care of County members per section 2.03. The expenses associated with the actual cost of patient care (including but not limited to expendable dental supplies and lab fees, etc.) will be the

responsibility of the patients and covered by the co-payment associated with each procedure. The list of co-payments will be maintained by Cost Plus Dental and is subject to change as the cost of supplies changes. Cost Plus Dental will notify the County in writing 30 days in advance of any increase or decrease in said fees.

1.06 Professional Liability Insurance. Cost Plus Dental shall ensure that the Provider maintains, throughout the term of this agreement, professional liability insurance in the minimum annual coverage amounts of \$500,000 per occurrence and \$1,000,000 in the aggregate with an insurance company approved by Cost Plus Dental. Cost Plus Dental will require the Provider to notify Cost Plus Dental immediately if he or she does not have the required coverage and Cost Plus Dental will promptly remove and replace such Provider with another Provider.

1.07 Responsibilities of Parties. The County and Cost Plus Dental are independent contractors. The Provider shall be solely responsible for his or her actions and/or omissions and the actions and/or omissions of any agent or employee used by him or her including without limitation to Support Personnel in connection with providing the Dental Services contemplated by this agreement. Neither the County nor Cost Plus Dental shall have any control or involvement in the independent exercise of dental judgment by the Provider and/or Support Personnel, and neither the County nor Cost Plus Dental shall incur any liability for the actions and/or the omissions of the Provider and or Support Personnel used by the Provider in connection with this Agreement. Cost Plus Dental agrees to indemnify and hold harmless the County from and against any cost, damage, expense, loss, liability, or obligation of any kind, including, without limitation, reasonable attorneys' fees and cost, including paralegal fees, which the County may incur in connection with Cost Plus Dental's furnishing of a Provider and Support Personnel, or with the Dental Services provided by them, under this agreement. However, such indemnification by Cost Plus Dental shall not be construed as a substitute for malpractice insurance in any manner. Provider agrees to indemnify and hold harmless Cost Plus Dental from and against any cost, damage, expense, loss, liability, or obligation of any kind, including, without limitation, reasonable attorneys' fees and cost, including paralegal fees, which the County may incur in connection with Cost Plus Dental's furnishing of a Provider and Support Personnel, or with the Dental Services provided by them, under this agreement.

1.08 Other Licensed Providers. The County agrees and acknowledges that the Provider may from time to time have other Providers, as defined in the next sentence, assist the Provider and/or replace the Provider during his or her regularly scheduled time at the County's facility. Provider shall mean a duly licensed dentist or hygienist that meets the requirements of 1.02(d). Section 1.07 above shall apply in the same manner to any and all Providers.

1.09 Billing. Cost Plus Dental shall provide the County a set list of fees associated with each procedure the clinic offers. The Provider and Support

Personnel will be responsible for collecting the appropriate amount from the employee, retired employee, or dependents at the time of service. In the event a patient cannot pay at the time of service or such payments do not clear, Cost Plus Dental will pursue collection of said payments due and further treatment of the patient will be withheld until payment of all services are paid in full.

1.10 Medical Records. Cost Plus Dental shall contract with Provider(s) to maintain dental records with respect to all of the patients, all of which dental records shall be maintained in a professional manner consistent with the accepted practice of community in which the Provider renders dental services in connection with this agreement. Cost Plus Dental shall also require the Provider to comply with the HIPAA privacy standards. All patient records maintained by the Provider in connection with this agreement shall be the sole property of the Provider and Cost Plus Dental. The County understands and agrees that all of the dental records and other protected health information maintained by the Provider will be held by the Provider in the strictest confidence, and that the County will not be entitled to have access to the dental records maintained by the Provider unless permission is obtained in writing from the patient/employee.

1.11 Management Reports. Cost Plus Dental shall provide to the County no later than the last day of the month immediately following the end of each quarter of the calendar year, a written management report with respect to the utilization of the facility including but not limited to the procedures performed, expenses incurred, and revenue generated during the immediately preceding quarter. The report will break utilization down according to the members of the County. The written report will be in a form agreed upon by both the County and Cost Plus Dental. If at any point during a quarter the County needs interim report they may request such report and Cost Plus Dental will provide that interim report within 30 days from the date the request is received.

1.12 Noncompliance by the Provider. In the event that the County becomes aware of any failure by the Provider to comply with the obligations of the Provider which are contemplated by this agreement, the County shall immediately provide written notice to Cost Plus Dental of such failure, which written notice shall describe the failure in reasonable detail, and Cost Plus Dental shall use its best efforts to address such failure. In the alternative, Cost Plus Dental may arrange for the substitution of another person as the Provider. As provided in Section 1.01, the County shall have the right to require the immediate removal of the Provider by Cost Plus Dental.

1.13 Commencement of Dental Services. It is anticipated by the parties hereto that the Provider will commence the provision of dental services under this agreement on December 1, 2012 (the "Services Commencement Date").

1.14 Independent Contractor. The Provider and Support Personnel shall be independent contractors and the County shall not withhold or in any way be responsible for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation, or workers' compensation contributions, vacation pay, sick leave, retirement benefits, or any other payments of or on behalf of Cost Plus Dental. All such payments, withholdings, and benefits, are the responsibility of Cost Plus Dental, and Cost Plus Dental shall indemnify and hold the County harmless from any and all loss or liability arising with respect to such payments, withholdings, and benefits. The Provider and Support Personnel are not entitled to workers' compensation benefits from the County. The Provider and Support Personnel shall not be considered an employee, statutory employee, borrowed employee, joint venture, or partner of the County when performing their duties hereunder.

ARTICLE II **COMPENSATION**

2.01 Initial Set-Up Fee. The normal initial set-up fees charged by Cost Plus Dental to implement the plan will be waived for the County.

2.02 Monthly Management Fees. For the initial twelve (12) month term, the monthly management fee will be waived and in lieu of this fee, Cost Plus Dental will retain all profits generated from services performed on the County's employees, retirees from the County, and their eligible dependents unless otherwise agreed. If the contract is renewed in accordance with Section 3.01, the monthly management fee will be renegotiated.

2.03 Fees to County. Each month, the County shall pay to Cost Plus Dental \$30/mo/participant for expenses for the dental facility, Provider and Support Personnel, and any other items that may be required by Cost Plus Dental or the Provider to provide adequate dental services under this Agreement. Once an employee, retiree, and/or the eligible dependents ("Member") of the County enroll with Cost Plus Dental, the County shall pay the \$30/mo/participant fee for a period of twelve (12) months unless the employee is no longer an eligible member of the County's group. If the contract is renewed in accordance with Section 3.01, these fees will be renegotiated but total costs to County will not increase more than 5% per year.

2.04 Excess Revenue Over Expenses. Due to the structure of the Cost Plus Dental plan there will be revenue generated from procedures performed in the facility. Any and all revenue generated from procedures performed in the facility will be paid to Cost Plus Dental until such a time as the compensation agreement between the County and Cost Plus Dental is amended and agreed upon by both parties.

ARTICLE III TERM AND TERMINATION

3.01 Term. This agreement shall be for a term of three (3) years commencing on the date of this agreement. Unless either the County or Cost Plus Dental gives notice of nonrenewal to the other party at least one hundred and eighty (180) calendar days prior to the end of the initial term this contract will automatically renew for a one(1) year term and then annually for one (1) year terms.

3.02 Termination. This agreement may be terminated with or without cause by either the County or Cost Plus Dental, by providing the other party at least one hundred and eighty (180) days prior written notice.

3.03 Effect of Expiration or Termination. The expiration or termination of this agreement shall not affect the obligation of the County to pay compensation to Cost Plus Dental for any outstanding invoice for the period prior to such expiration or termination and shall not affect the obligation of Cost Plus Dental to provide quarterly management reports for those periods prior to the effective date of such expiration or termination.

ARTICLE IV MISCELLANEOUS

4.01 Governing Law. The Parties acknowledge the substantial connection to Alabama. Accordingly, the Parties agree that this Agreement shall in all respects be governed by the laws of the State of Alabama, wherein this Agreement is made and executed.

4.02 Entire Contract. This Agreement represents the sole and entire agreement between the parties and supersede any and all other agreements, written or oral, between them.

4.03 Waiver or Modification. No waiver or modification of any term of this Agreement shall be effective unless in writing and duly executed by the party to be charged therewith. Waiver of any breach shall not operate as a waiver of any subsequent breach, nor may the same be asserted in any proceeding as an estoppel against the party asserting such subsequent breach.

4.04 Severability. If any term, condition, or provision of this Agreement shall be found to be illegal or unenforceable to any extent for any reason, such provision shall be modified or deleted so as to make the balance of this Agreement, as modified, valid and enforceable to the fullest extent permitted by law.

4.05 Notices. All notices called for in this Agreement shall be in writing and shall be served to the Montgomery County Administrator at P.O. Box 1667 Montgomery, AL 36102. If notice is personally served, the date of such notice shall be deemed the date on which it is served. If notice is served by mail, the date of such notice shall be deemed the second business day following the day on which it is mailed.

4.06 Dispute Resolution.

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

4.07 Confidentiality. During the term of this Agreement, both Cost Plus Dental and the County will share Confidential Information with one another. Cost Plus Dental and the County desire that their respective Confidential Information not be disclosed to others except as permitted by this Agreement and applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Gramm-Leach-Bliley Act of 1999 ("GLB"). "Confidential Information" includes: (i) individually identifiable health information including all information, data and materials, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual (such information is referred to as "Protected Health Information" or "PHI" in HIPAA); (ii) demographic information concerning members and participants in, and applicants of the County; and (iii) all non-public information related to Cost Plus Dental and the methods, programs, software and techniques used by Cost Plus Dental to perform services contemplated by this Agreement, including without limitation service marks, trade secrets, strategies, presentations, and analyses.

- (a) Cost Plus Dental acknowledges that the County has an interest in protecting the Confidential Information of the County. The County

acknowledges that Cost Plus Dental has devoted considerable time, money and effort in the development of its services, that Cost Plus Dental has an interest in protecting its Confidential Information, and that Cost Plus Dental's Confidential Information is special, unique and of significant economic value.

- (b) In consideration of Cost Plus Dental's and the County's agreement to provide one another with access to their respective Confidential Information, Cost Plus Dental and the County each agrees to maintain in confidence all Confidential Information of the other. Except as provided in this Agreement, neither Cost Plus Dental nor the County shall in any manner disclose any Confidential Information of the other to any person, entity, firm or company whatsoever, without the express written consent of the other. Cost Plus Dental and the County shall each take all steps necessary to ensure that their respective affiliates, officers, employees, independent contractors, agents and other representatives (collectively "Representatives") maintain the Confidential Information in confidence.
- (c) This Agreement may be enforced by an action for specific performance, or an action to enjoin the recipient of Confidential Information from violating or continuing to violate the provisions of this Agreement, without the necessity of showing actual damages or furnishing a bond or other security; provided, however, that nothing herein contained shall be construed as prohibiting Cost Plus Dental or the County from pursuing any other remedies available to it for such breach, including the recovery of damages from the breaching party.
- (d) Notwithstanding anything to the contrary in this Agreement, Cost Plus Dental is permitted to use and disclose Protected Health Information it creates or receives for or from Client in connection with the services to be provided by Cost Plus Dental to the County and its employees, including without limitation, services connected with and relating to the sale and servicing of products covered by HIPAA.

4.08 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no manner be construed as part of this Agreement.

IN WITNESS WHEREOF, the County and Cost Plus Dental have executed this Agreement this _____ day of _____, 2012.

Montgomery County Commission

Cost Plus Dental, LLC

Signature: _____

Signature: _____

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

By: Dr. Benjamin Foy, Member/Manager
Cost Plus Dental

Address: P. O. Box 1667
Montgomery, AL 36102

Address: 2564 Berryhill Rd.
Montgomery, AL 36117

DLM



Haskell | Slaughter
attorneys at law

MONTGOMERY OFFICE

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f. 334.264.7945 • t. 334.265.8573
www.hsy.com

MEMORANDUM

October 30, 2012

T. T. 6

TO: Donnie Mims
FROM: Tommy Gallion

RE: Dental Services Agreement with Cost Plus Dental

I have reviewed your October 29, 2012 memorandum and the Dental Services Agreement by and between Montgomery County Commission ("MCC") and Cost Plus Dental, L.L.C. ("CPD"). The expenses of the dental facility will be the responsibility of the County. However, according to paragraph 2.02 for the initial twelve month term, the monthly management fee will be waived and in lieu of this fee, CPD will retain all profits generated from the services performed. The monthly expenses for the dental facility will be billed by CPD to MCC at the cost of Thirty Dollars (\$30) per participant (those enrolled in the MCC-CPD's plan).

While your memorandum did not mention CPD's E-Verify documentation, I am sure that Pat Silas did collect those documents prior to the bid opening. I have no changes to the Dental Services Agreement. The Agreement is legal and binding on all parties.

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

50051-317
#4678333_1

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, 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
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Agenda

NOV 19 2012

November 15, 2012

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Amendment to Agreement – Sharing of On-Site Primary Care Clinics

On November 5th, I discussed with the County Commission the amendment to the agreement of sharing the three on-site clinics between the County Commission, the Montgomery Water Works, and the City of Montgomery. Specifically, this amendment contains language which states that one of the locations will be moved from 4725 Mobile Highway to 310 S. Hull Street. The City of Montgomery will assume the utility, property lease and insurance costs associated with this County owned building including a monthly rent of \$2,100. The agreement has been reviewed by the County Attorney. I have enclosed the amendment to the agreement.

I am requesting that you place this item on the next agenda for the Commission's approval.

cc: John A. Mitchell, Sr.
Deputy County Administrator

AMENDMENT TO AGREEMENT - SHARING OF ON-SITE PRIMARY CARE CLINICS

between

THE MONTGOMERY COUNTY COMMISSION

and

THE CITY OF MONTGOMERY, ALABAMA

and

MONTGOMERY WATER WORKS AND SANITARY SEWER BOARD

AMENDMENT NO. 1

DATE: DECEMBER 1, 2012

The above contract is hereby amended as follows:

I. Location of Clinics

The location of the Primary Care Clinics to be used by the participants of the City, the County, and the Board Healthcare Plans are as follows:

- A. 300 South Hull Street, Montgomery, Alabama
- B. 310 South Hull Street, Montgomery, Alabama
- C. 3845 Interstate Park, Suite 1, Montgomery, Alabama

III. Responsibility of the City

The City will assume the utility, property / lease and insurance costs associated with, and will be financially responsible for liability, if any, accruing from, incidents occurring at or connected with the premises located on 310 South Hull Street, Montgomery, Alabama. As this is a County owned building, the City will pay monthly rent to the County in the amount of \$2,100. The City will be responsible for renovations to this site, as well as replacing the roof. As such, the first rental payment will begin on June 1, 2014. The monthly rent will be reviewed in three years and will automatically renew annually unless the City or the County gives written notice at least 90 days prior to the expiration of that time.

{Execution on Following Page}

THE CITY OF MONTGOMERY

By: _____
Todd Strange
Mayor

Date: _____

MONTGOMERY COUNTY COMMISSION

By: _____
Elton N. Dean, Sr.
Chairman

Date: _____

MONTGOMERY WATER WORKS AND
SANITARY SEWER BOARD

By: _____
Richard E. Hanan
Chairman

Date: _____

NOV 19 2012

Memo

To: The Montgomery County Commission
From: Lou Ialacci 
CC: Donnie Mims, John Mitchell, Pat Silas
Date: October 26, 2012
Re: Microsoft Enterprise Agreement Renewal

Attached to this memo is a cover letter from Software Hardware Integration (SHI) who is the vendor on the State contract for providing Microsoft products and the Enterprise Agreement documents - Microsoft/Volume Licensing Program Signature Form and Enterprise Enrollment (indirect) Volume Licensing State and Local. The naming of the current forms has changed slightly, but the content is consistent with the prior ones. This form/contract was originally reviewed and approved by the County Commission on October 24, 2006. The first three year renewal documents were approved by the County Commission on December 7, 2009. This three year renewal will allow Montgomery County to continue its enrollment in Microsoft's Enterprise Agreement (EA) for their software products and support. The annual cost for the EA was approved in my 2010 budget.

The Microsoft EA is very important to the County for meeting our legal license requirements from Microsoft. The EA allows us to maintain current levels of their core products on all our servers and workstations. Without the EA, the County has to pay the standard rates any time servers and workstations are purchased or upgraded. It is very difficult and more expensive to manage individual licensing for operating systems and software for all the County's servers and individual workstations. Most governmental entities' Information Systems departments have the EA for the same reasons.

The EA has worked very well for the County for the past six years. During the term of the agreement there is an annual adjustment at the end of each year for any new products or additional workstations installed during that year. The County has grown from 40 servers and 450 workstations in 2009 to 80 servers and 650 workstations for this renewal. In an effort to control costs and remain current in technology we have to evaluate the products and services offered to ensure we get the best value. The renewal being presented allows the County to cover the current increased software needs without increasing our maintenance costs for this year. The County will continue to have access

to Microsoft's latest updates, their technical support, and have the security that we are in full compliance with Microsoft's licensing requirements.

This EA allows us to stay within our budget and acquire additional products when needed and defer the cost to the following budget year. This is the most cost effective means to ensure compliance with our licensing and keep up with the anticipated requirements to support the growth of County services.

I am requesting the County Commission approve the attached renewal document. Thank you



October 23, 2012

Montgomery County Commission
Attention of: Lou Ialacci

RE: Microsoft Enterprise Agreement (Renewal)

Dear Mr. Ialacci:

SHI is excited about the opportunity to partner with the Montgomery County Commission on the implementation of your Microsoft Enterprise Agreement Renewal under the State of Alabama Microsoft Contract T-040 held by SHI. The spreadsheet below shows the individual products that will be covered under your new enrollment. The first annual payment of \$174,252.15 is due by November 30th, 2012 to activate your renewal. The total cost of this 3 year renewal is \$522,394.61.

Montgomery County Commission
Current Contract Expires Nov 30, 2012

Enterprise Products	Part #	Cost	Qty	Yearly Cost	3 Year Total
WinPro ALNG SA MVL	FQC-02433	\$42.40	600	\$25,440.00	\$76,320.00
EntCAL ALNG SA MVL DvcCAL w/Srvcs	76A-00031	\$87.50	600	\$52,500.00	\$157,500.00
Additional Products					
WinSvrStd SNGL SA MVL 2Proc	P73-05898	153.83	6	\$922.98	\$2,768.94
WinSvrDataCtr SNGL SA MVL 2Proc	P71-07282	838.77	20	\$16,775.40	\$50,326.20
SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	7JQ-00343	4,795.58	14	\$67,138.12	\$201,414.36
VisioPro ALNG SA MVL	D87-01159	92.79	10	\$927.90	\$2,783.70
VSPromSDNPPrem ALNG SA MVL	77D-00111	325.94	5	\$1,629.70	\$4,889.10
ExchangeSvrEnt ALNG SA MVL	395-02504	706.44	1	\$706.44	\$2,119.32
ProjectPro ALNG SAPk MVL w1 PrjtSvr CAL	H30-00238	180.92	1	\$180.92	\$180.92
SysCtrDatactr SNGL SA MVL 2Proc	T6L-00238	419.38	16	\$6,710.08	\$20,130.24
SysCtrStd ALNG SA MVL 2 Proc	T9L-00223	153.83	3	\$461.49	\$1,384.47
Office SharePointSvr ALNG SA MVL	H04-00268	859.12	1	\$859.12	\$2,577.36
Totals				\$174,252.15	\$522,394.61



Thank you for the opportunity to continue our service to the Montgomery County Commission.

Sincerely

Frank W. Millar
SHI Alabama

CC: File

Program Signature Form

MBA/MBSA number		SGN-	000-cgodfrey-S-675
Agreement number	01E61911		

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Enterprise Enrollment Amendment	M132 (NEW)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	Microsoft Affiliate
Name of Entity (must be legal entity name)* Montgomery County Commission Signature* _____ Printed First and Last Name* Elton N. Dean, Sr. Printed Title* Chairman Montgomery County Commission Signature Date*	Microsoft Licensing, GP Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Tax ID	Effective Date (may be different than Microsoft's signature date)

* indicates required field

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title* Signature Date*	Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title* Signature Date*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP

Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Prepared By: Kevin Jean-Louis
 kevin_jeanlouis@shi.com

Enterprise Enrollment (indirect)

State and Local

Microsoft Business Agreement number (if applicable) <i>Reseller or Microsoft affiliate to complete</i>		Framework ID	N36
Enterprise Agreement number <i>Reseller or Microsoft affiliate to complete</i>	01E61911	Reseller purchase order number <i>Reseller to complete</i>	
Enrollment number <i>Microsoft affiliate to complete</i>		Previous Qualifying Enrollment number <i>Reseller to complete</i>	8966065
		Previous Qualifying Enrollment end date <i>Reseller to complete</i>	11/30/2012

This Microsoft Enterprise Enrollment is entered into between the following entities signing, as of the effective date identified below.

Definitions. When used in this enrollment, "you" refers to the entity that signs this enrollment with us, and "we" or "us" refers to the Microsoft entity that signs this enrollment.

"Qualifying Enrollment," means (i) an enterprise enrollment under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (ii) any enterprise subscription enrollment entered into under a separate Microsoft Enterprise Subscription Agreement; or (iii) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page.

All other definitions in the Microsoft Enterprise Agreement identified above apply here.

Effective date. If you are renewing Software Assurance from one or more previous "Qualifying Enrollments" then the effective date will be the day after the first Enrollment expires.

Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Qualifying Enrollment is being used, your reseller will require that enrollment number and end date to complete the applicable boxes above.

Term. This enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will advise you of your renewal options before it expires.

Representations and warranties. By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including all documents it incorporates by reference and any amendments to those documents, and agree to be bound by those terms; and (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate.

Non-exclusivity. This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

This enrollment consists of (1) this cover page, (2) the Contact Information Page(s), (3) the Enterprise order information, (4) the Reseller Information Form, (5) the Media Order Form, and (6) the Core User CAL Terms and Conditions (if applicable).

Customer	Contracting Microsoft Affiliate
Name of entity * Montgomery County Commission	Microsoft Licensing, GP
Signature *	Signature
Printed name * Elton N. Dean, Sr.	Printed name
Printed title * Chairman Montgy County Commission	Printed title
Signature date *	Signature date (date Microsoft affiliate countersigns)
	Effective date (may be different than our signature date)

* indicates required fields

Microsoft Volume Licensing web sites	
(Note: We will advise you of any changes to these URLs.)	
Product use rights	http://microsoft.com/licensing
Product List	http://microsoft.com/licensing
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com/
Customer guide	http://microsoft.com/licensing/programs/

Notices to Microsoft should be sent to:	Copies should be sent to:
MSLI, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax

Attachments:

☒	<u>Media Order Form (required)</u>
☒	<u>Core User CAL Terms and Conditions, if applicable</u>
☐	<u>MS Capital Form, if applicable</u>

Customer. Please remit to your reseller.

Reseller. Please remit to Microsoft.

1. Contact information. Each party will notify the other in writing if any of the information in the following contact information page(s) change. The * indicates required fields. By providing contact information, you consent to its use for purposes of administering this enrollment by us, our affiliates, and other parties that help us administer this enrollment.

Primary contact information: The customer signing on the cover page must identify an individual from inside its organization to serve as the primary contact. This contact is the default online administrator for this enrollment and receives all notices unless you provide us written notice of a change. The online administrator may appoint others as administrators and grant others access to online information.

Customer		
Name of entity *		Contact name *
Montgomery County Commission		Last Ialacci First Lou
Street address *		Contact email address (required for online access) *
100 South Lawrence		louialacci@mc-ala.org
City *	State/Province *	Phone
Montgomery	AL	334-832-1305
Country *	Postal code *	Fax
United States	36104	334-832-1695

Notices and online access contact information: Complete this only if you want to designate a notices and online access contact different than the primary contact. This contact will become the default online administrator for this enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

Notices and online access contact		
☐ Same as primary contact		
Name of entity		Contact name
Montgomery County Commission		Last Smith First Rodney
Street address		Contact email address (required for online access)
100 South Lawrence		RodneySmith@mc-ala.org
City	State/Province	Phone
Montgomery	AL	334-832-1396
Country	Postal code	Fax
United States	36104	

Language preference: This section designates the language in which you prefer to receive notices.

English

Additional electronic contractual notices contact information: This contact will receive electronic contractual notices in addition to the notices contact. This contact is not required if you do not want an additional set of notices issued.

Electronic contractual notices contact

Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Software Assurance benefits contact: This contact will receive communications concerning Software Assurance benefits, and any additional TechNet subscriptions that have been ordered separately from Software Assurance under this enrollment. This contact is optional. If this contact is not completed, any notices for Software Assurance benefits will default to the notices and online contact.

Software Assurance benefits contact

Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

MSDN contact: This contact will receive communications concerning registration for MSDN products ordered under this enrollment. This contact is optional. If this contact is not completed, any notices for MSDN will default to the notices and online contact.

MSDN contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Microsoft account manager: This section designates your Microsoft account manager contact.

Microsoft account manager name Deana Bieg	Microsoft account manager email address dbieg@microsoft.com
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2. Defining your enterprise.

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to a Qualifying Enrollment of their own will automatically be included unless you fill in part b below.

a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check only one of the boxes in part (a).

☒	Only you (and no other affiliates) will be participating
☐	You and the following affiliates will be participating (attach a list of names on a separate piece of paper if more than 10 affiliates are being included):
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

b. Use this part (b) to indicate whether affiliates with which you consolidate after the enrollment effective date will be included. Unless you check the box below, all affiliates you consolidate with after the enrollment effective date that are not party to a Qualifying Enrollment of their own will automatically be included.

☐	Exclude all affiliates consolidated with after the enrollment effective date that are not party to a Qualifying Enrollment of their own.
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3. Selecting your language option.

Select the option for the languages in which you will run the products licensed under this enrollment. The options and their corresponding languages are identified here.

All Languages		
"Listed Languages"	"Restricted Languages"	"Extended Languages"
Arabic Bulgarian Chinese Simplified Chinese Traditional Croatian English ¹ Hebrew Indic Japanese Korean Portuguese (Brazil) Romanian Russian Serbian Spanish ² Thai Turkish Ukrainian	Danish Dutch English ¹ Finnish French ³ German Greek Italian Norwegian Portuguese (Portugal) Spanish ² Swedish	Czech Estonian Hungarian Latvian Lithuanian Polish Slovenian Slovak
¹ English is a Listed Language if this enrollment is signed outside of the following countries and a Restricted Language if this enrollment is signed inside these countries: Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France, Finland, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, United Kingdom, Switzerland, Sweden, or Spain. English is a "Listed Language", except when restricted as described in the "Restricted Languages" list (see footnote 3) ² Spanish is a Listed Language only if this enrollment is signed in Latin America and is otherwise Restricted Language. ³ French is a "Listed Language," if signed in Canada		

- Select All Languages to run your products in any of the Listed, Extended or Restricted Languages. This option also allows you to run Multi-Language packs for your products.
- Select Listed Languages to run your products in those languages.
- Select Extended Languages to run your products in those languages.
- If you select the Listed or Extended Languages option you may run up to 10% of the copies of each of your products in All Languages.

Check one box

- ☐ Listed Languages
- ☒ All Languages
- ☐ Extended Languages

4. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100%%
	%
	%
	%

5. Applicable currency.

Payments made in connection with this enrollment must be in U.S. Dollars

6. Establishing your price level.

The price level for enterprise products is determined by the terms and conditions of the enterprise agreement. Your price level for additional products will be level "D".

Qualified desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 desktops).	600
Qualified users: You represent that the total number of qualified users in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 users).	

7. Enterprise product orders.

Your reseller will provide you with your product pricing and order. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller. Your reseller will provide us with your order separately from this enrollment.

We will invoice your reseller in three equal annual installments for the enterprise products covered by your initial order. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for the enterprise products covered by any true up orders in total upon our acceptance of each true up order.

Select the enterprise products to be covered by your initial order. If you select the Core CAL, you must select either *desktop* or *user* licenses.

Enterprise Products	Desktop Licenses	User Licenses
Windows Desktop Operating System Upgrade	☒	
Office Professional Plus ¹	☒	
Office Enterprise	☐	
Office Enterprise SA Step-Up from Office Professional Plus ¹	☐	
Office Standard ¹	☐	
Core Client Access License ^{1, 2}	☐	☐
Enterprise Client Access License Suite ^{1, 2}	☒	☐
Enterprise Client Access License Suite SA Step-Up from Core CAL ^{1, 2}	☐	☐
Exchange Server Client Access License Standard ²	☐	☐
Exchange Server Client Access License Enterprise ²	☐	☐
Office SharePoint Server Client Access License Standard ²	☐	☐
Office SharePoint Server Client Access License Enterprise ²	☐	☐
Windows Server Client Access License ²	☐	☐

Systems Management Server Configuration Management License	☐	
Systems Center Operations Manager Client Operations Management License	☐	
Windows Terminal Services Client Access License ²	☐	☐
Office Communication Server Client Access License Standard ²	☐	☐
Office Communication Server Client Access License Enterprise ²	☐	☐
SQL Server Client Access License ²	☐	☐
Microsoft Rights Management Services	☐	☐
Microsoft Forefront Security Suite	☐	☐

¹ The components of the current versions of Office Professional, Office Standard and the current versions of the components that make up the Core CAL, are identified in the Product List.

² If you select a User CAL and the agreement identified on the cover page is version 6.1 or earlier, the User CAL Terms and Conditions apply.

8. Additional Products

We will invoice your reseller for each additional product covered by your initial order in three equal annual installments. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for any new additional product not initially included in your enrollment in total upon our acceptance of your order. We will invoice your reseller for additional products initially included in your enrollment and covered by any true up order submitted during the initial term in total upon our acceptance of your true up order.

9. Qualifying systems licenses.

All desktop operating system licenses provided under this program are upgrade Licenses. **No full operating system licenses are available under this program.** Therefore, if you select the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

10. Renewal orders.

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.

Your reseller should complete the following sections and sign this form where indicated.

General information

Reseller company name: SHI International Corp.
Street address: (PO boxes will not be accepted) 290 Davidson Ave
City and State / Province and postal code: Somerset, NJ 08873
Country: United States
Contact name:
Phone number: 888-764-8888
Fax number: 888-764-8889
Email address: msteam@shi.com

The undersigned confirms that the reseller information is correct.

Name of reseller SHI International Corp.
Signature
Printed name
Printed title Licensing Specialist
Date

Enterprise Enrollment Amendment ID M132

Enrollment Number

000-cgodfrey-S-675

This amendment ("Amendment") is entered into between the parties identified on the signature form for the Enrollment identified above ("Enrollment"). All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment. The parties agree that the Enrollment is amended as follows:

Customer normally would be required to sign a 2011 version of the Agreement and Enrollment, plus either the Online Services Supplemental Terms and Conditions or 2010 Master Agreement. As an accommodation, Microsoft agrees to allow Customer to renew while not meeting these criteria. Notwithstanding anything to the contrary, the Enrollment may not be renewed for an additional term. Prior to the expiration of the Enrollment, Customer will be advised by Microsoft of its renewal options.

This Amendment shall automatically terminate upon any termination or expiration of the Enrollment. In addition, Microsoft shall have the right to immediately terminate this Enrollment in the event Customer breaches any obligation in this Amendment. Except for changes made by this Amendment, the Enrollment remains unchanged and in full force and effect.

This Amendment must be attached to a signature form to be valid.



Electronic Document Submission Authorization

By signing below, you agree that the accompanying contract documentation is authorized to be submitted to Microsoft Licensing, G.P. via electronic means.

Additionally, you acknowledge and consent that:

- The electronically submitted version of the contract document(s) is a legally binding arrangement, and that no other copies of the agreement will be processed.
- Upon execution by Microsoft, the contract documentation will be returned to you with an original Microsoft signature on your non-original signature document.

Customer Name
Montgomery County Commission
Customer Representative Signature
Customer Printed Name and Title
Elton N. Dean, Sr. – Chairman Montgomery County Commission
Date



Document Revision Authorization

By signing below, you agree to allow the SHI Microsoft Contracts audit team to make necessary changes and minor revisions to your Microsoft Enrollment including, but not limited to:

- Correcting typographical errors
- Adding/changing enrollment numbers
- Adding/changing amendment numbers

Additionally, you acknowledge and consent that:

- You will be notified of any change the SHI Microsoft Contracts team makes while submitting your Enrollment to Microsoft.
- No alteration by the SHI Microsoft Contracts team will alter your terms and/or pricing for your Enrollment.

Customer Name
Montgomery County Commission
Customer Representative Signature
Customer Printed Name and Title
Elton N. Dean, Sr. – Chairman Montgomery County Commission
Date

SLG Enterprise and Enterprise Subscription Media Order Form

Media shipping information form - starter CD kit

Enrollment information		Reseller contact	
Agreement number (Reseller or Microsoft affiliate to complete)	01E61911	Company name:	
Enrollment number (Microsoft affiliate to complete)		Contact name:	
Customer contact Name:	Lou Ialaccil	Contact email:	msteam@shi.com
		Contact phone:	888-764-8888

THIS FORM MUST BE ATTACHED TO AN ENROLLMENT.

At your option, starter CD kits and CD-ROM subscriptions relating to your enrollment that you choose to receive will be shipped to the address below. Terms used but not defined in this form have the meanings given to them in your enrollment identified in this form.

The starter CD kit ship to information identifies the delivery location. If you do not elect physical media, and intend to download copies of software instead, please provide the download delivery location as the starter CD kit ship to information.

<i>Starter CD kit ship to information (* indicates required information)</i>	
☒ <i>Same as notices contact in the enrollment</i>	
Customer name * Montgomery County Commission	Contact name * Lou Ialacci
Street address * (no PO boxes accepted) 100 South Lawrence St	Contact email address * louialacci@mc-ala.org
City and State / Province * Montgomery, AL	Contact phone number * 334-832-1305
Country and postal code * 36104	Contact fax number

If you choose below to receive media, then upon our acceptance of your enrollment, we will send you your starter CD kit in the language(s) you select. This starter CD kit will be provided at no additional charge, in order to permit you to exercise the license rights granted under your enrollment and related Enterprise Agreement. You may also subscribe to updates in the form of CDs, or upon reasonable notice, electronic download or similar other means. If you need additional starter CD kits and updates, you may order these through your reseller for a fee. For a complete list of the contents of any kit, visit the web site at <http://selectug.mslicense.com/>.

☐ Yes, I **want** to receive a starter CD kit (media)

☐ Yes, I **want** to subscribe to receive CD kit updates

☒ No, I **do not want** to receive a starter CD kit (media)

☒ No, I **do not want** to subscribe to receive CD kit updates

SLG Enterprise and Enterprise Subscription Media Order Form

Media shipping information form – starter CD kit (continued)

<i>For each language and group you wish to receive, mark the corresponding box with an X</i>		
Language	Enterprise Kit	Mapping Kit*
English	☐	☐
English/Multi-Language**	☐	
Arabic	☐	
Brazilian Portuguese	☐	
Bulgarian	☐	
Chinese Simplified ***	☐	
Chinese Traditional	☐	
Chinese Traditional Hong Kong/Pan-Chinese	☐	
Croatian	☐	
Czech	☐	
Danish	☐	
Dutch	☐	
Estonian	☐	
Finnish	☐	
French	☐	☐
German	☐	☐
Greek	☐	
Hebrew	☐	
Hungarian	☐	
Italian	☐	☐
Japanese	☐	
Korean	☐	
Latvian	☐	
Lithuanian	☐	
Norwegian	☐	
Polish	☐	
Portuguese	☐	
Romanian	☐	
Russian	☐	
Serbian	☐	
Slovak	☐	
Slovenian	☐	
Spanish	☐	☐
Swedish	☐	
Thai	☐	
Turkish	☐	
Ukrainian	☐	

* Mapping Kit is not available for use in or shipment to India, Hong Kong SAR, Macau SAR, China, Morocco Pakistan, and Turkey.

** Before installing any of the Multilanguage Packs, the English version of the product must first be installed. If you order English/Multilanguage, you must also order English.

*** Chinese Simplified Windows XP Professional is not available in the Enterprise Chinese Simplified Kit and is only available in certain countries. Contact your reseller for availability in your region.

= Not Available

Enterprise Enrollment State and Local Supplemental Enterprise Agreement Terms and Conditions

The following terms are required to update and supplement your license agreement to make it consistent with the current version of the Enterprise Agreement program and to allow for additional features and benefits which may or not have been available on the effective date of your license agreement.

For example, these terms address the following:

- your option to license some Client Access Licenses ("CALs") on a per user basis ("user-based CALs"), rather than on a per device basis, and some rights and obligations associated with user-based CALs;
- terms relating to ordering and use of online services;
- your right to order "step-up" licenses; and
- your ability, in some jurisdictions, to arrange for customized payment terms.

These terms and conditions amend your license agreement as it applies to this enrollment and any subsequent enrollments you or an enrolled affiliate enters into under it. It does not affect any prior enrollment already in existence. In the case of any conflict between these terms and conditions and the terms and conditions of your license agreement, these terms control.

1. Definitions.

If your license agreement does not already include a definition for "qualified users," the following definition of "qualified users" is added. In addition, if any references appear in your license agreement to the "Core User CAL" or "Core CAL," those references will be deemed to refer to any user-based CALs.

"online services" means the Microsoft-hosted services identified in the online services section of the Product Use Rights.

"qualified user" means a person who (1) is a user of a qualified desktop or (2) accesses any server software or online services licensed within an enrolled affiliate's enterprise. It does not include a person who accesses the server software or online services solely under a license identified in the qualified user exemptions in the product list.

2. Terms relating to user-based CALs.

- a. Price levels where user-based CALs are ordered.** When user-based CALs are ordered as an enterprise product, other than as part of the "platform," the price level for any enterprise products or additional products ordered from the server pool will be set based on the enrolled affiliate's initial number of qualified users, rather than its initial number of qualified desktops.

Similarly, upon any renewal, if user-based CALs are renewed, other than as part of the "platform," the renewal price level for the server pool will be reset based on the number of the enrolled affiliate's qualified users at the time of renewal, rather than its number of qualified desktops.

- b. True-ups and update statements where user-based CALs are ordered.** The section of your license agreement that addresses the obligation to place true-up orders and submit update statements is hereby modified to require that, where user-based CALs are ordered as an enterprise product, the enrolled affiliate must determine the number of qualified users in its enterprise and, where that number has increased, submit a true-up order for L&SA for its user-based CALs covering those additional qualified users. If the number of qualified users has not increased, the enrolled affiliate must confirm this fact on its update statement.

At each anniversary, enrolled affiliate must submit either a true-up order or an update statement. This annual true-up order or update statement must be submitted between 60 days prior to, or 15 days following, the anniversary of the effective date of the enrollment to meet the annual true-up requirement. The third-year anniversary true-up order or update statement is due prior to, or upon the expiration date of, the enrollment term. While this annual true-up order or update statement are required to be submitted at the anniversary and upon enrollment expiration, an Enrolled Affiliate may also true-up more frequently and at any time during the term of the Enrollment.

Our commitment to work with the enrolled affiliate in good faith to accommodate changes in the number of its *qualified desktops* by more than ten percent as a result of mergers, acquisitions or divestitures will also apply, if user-based CALs are ordered as an enterprise product, in cases where the number of its *qualified users* changes by more than ten percent.

- c. **License grant for user-based CALs.** The following clarifications are made to the section of your license agreement titled "License grant — what your enrolled affiliates are licensed to run," to account for user-based CALs:

For CALs, your license grant is as follows: during the term, each qualified desktop (if device-based CALs have been ordered) or qualified user (if user-based CALs have been ordered) covered by the enrollment may access and use the associated server software.

Regarding the number of perpetual licenses received for user-based CALs: When user-based CALs have been ordered as an enterprise product, and once the enrolled affiliate qualifies for perpetual licenses, the number of the enrolled affiliate's perpetual licenses for such CALs will be equal to the number of qualified users covered by the enrollment, rather than the number of qualified desktops.

- d. **Placing renewal orders for user-based CALs.** Upon renewal of an enrollment, if user-based CALs were ordered as an enterprise product, the renewal order must include Software Assurance for such user-based CALs for the number of qualified users covered by the enrollment as of the date of renewal.

At renewal, where applicable, the enrolled affiliate can elect to exchange user-based CALs for device-based CALs or vice versa. In that event, the enrolled affiliate's renewal order must include L&SA for the number of qualified users or qualified desktops in excess of its current count. See the Product List for more information.

3. Online services.

Online services are provided as subscription services and are subject to the unique terms set forth in the Product Use Rights and the Product List.

4. Right to order "step-up" Licenses.

If an already ordered product has multiple editions, an enrolled affiliate may migrate to the higher edition by ordering the applicable step-up. If step up details are included in an initial enrollment order, then the enrolled affiliate may step-up in accordance with the true-up process. If the step-up details are not included in the initial enrollment order, the enrolled affiliate may step-up by placing an order in the month the step-up is first run in accordance with the process set out for adding new additional products not previously ordered.

Memo

Date: November 15, 2012
To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator
Re: Personal Services Contract – Dr. Ogunbi

Please place the attached contract on the County Commission Agenda for November 19th. This contract is for Dr. Ogunbi to provide medical services at the Youth Facility for the period October 1st, 2012, through September 30, 2013.

Thank you for your consideration in this matter.

PERSONAL SERVICES CONTRACT

The Montgomery County Commission hereby enters into a personal services contract with Adedoyin Dosunmu-Ogunbi, M.D., to provide medical services for youth detained at the Montgomery County Youth Facility. This contract is for the period October 1, 2012 through September 30, 2013 for \$47,299.92.

Dr. Ogunbi agrees to provide seven (7) days a week of medical services. Dr. Ogunbi, or his associates, will provide, personally, a minimum of two (2) days per week coverage with nurse coverage seven (7) days a week. Dr. Ogunbi will be responsible for retaining and providing this nurse coverage. Dr. Ogunbi agrees to supply LPN services six (6) hours per week; Nurse Practitioner or RN services six (6) hours per week; and LPN services two (2) hours on the weekend. All off-site office visits will be charged at a flat rate of \$75 per visit.

The nurse will keep any records required by the Detention Director, attend to the medical needs of the detainees, provide staff training in medical areas, and provide personal hygiene training to the detainees. Additional duties are listed in the attached job description.

Dr. Ogunbi, or his associates, in addition to providing two (2) days per week coverage in the facility, will be on-call seven (7) days a week to handle emergency situations.

Dr. Ogunbi, or his associates, will keep any records required by the Detention Director, and/or the Juvenile Court Administrator, and attend to the medical needs of the detainees.

The Montgomery County Commission will provide necessary medical supplies and instruments needed by the doctor/nurse in carrying out his/her duties.

The Montgomery County Commission will pay Dr. Ogunbi monthly upon the submission of proper invoice at the rate of \$3,941.66 per month for services provided at the Montgomery County Youth Facility.

This contract can be terminated by either party giving thirty (30) days written notice to the other.

Date

Dr. Adedoyin Dosunmu-Ogunbi

Date

Bruce R. Howell
Juvenile Court Administrator

Date

Elton Dean, Sr., Chairman
Montgomery County Commission

MONTGOMERY COUNTY YOUTH FACILITY
DUTIES OF THE DOCTOR
(Revised 01/31/2012)

The position of Doctor/Designated Health Authority at the Montgomery County Youth Facility is under a personal services contract:

THE DUTIES OF THE DOCTOR ARE:

To assess medical problems of youth detained at the Montgomery County Youth Facility and how to address medical problems noted and to provide follow up, and emergency treatment plans. .

To issue and order prescribed prescriptions as deemed needed. Where Possible, use medications on hand and generic brands. Assist in the ordering of medical supplies where needed.

To screen all medications to be administered to youth in custody.

To hold "sick-call" for detained youth.

To conduct medical education training, or have nurse, for youth and staff.

To keep accurate medical records of youth as required.

To assist in file and documentation as needed/required for licensure, annually review medical standards, and medical protocols.

To be available on-call for medical consultation in emergency situations.

To perform medical histories for all detained youth admitted to the Montgomery County Youth Facility.

To submit medical records to Montgomery County officials on detained youth.

To sign off on or confirm the practices of the nurse and signoff on their duties.

To keep current appropriate state and federal licensure, certification, or registration requirements and restrictions applicable to personnel who provide health care services to juveniles and to provide the same for the files.

To keep current written standing or direct/post orders for staff and assistants.

Date

Dr. Adedoyin Ogunbi, MD

MONTGOMERY COUNTY YOUTH FACILITY
DUTIES OF THE NURSE
(Reissued 01/31/2012)

The position of nurse at the Montgomery County Youth Facility is under a personal services contract.

THE DUTIES OF THE NURSE ARE:

To assess medical problems of youth detained at the Montgomery County Youth Facility and advise staff on how to address medical problems noted and to provide follow up.

To issue and order prescriptions as deemed needed and authorized by the contract physician. Where possible, use medications on hand and generic brands.

To screen all medications to be administered to youth in custody.

To hold "sick-call" for detained youth.

To conduct medical education training for detainees and staff.

To keep accurate medical records of youth as required.

To assist in the ordering of medical supplies for the medical program.

To be available on-call for medical consultation in emergency situations.

To perform medical histories for all detained youth admitted in the Montgomery County Youth Facility.

To submit medical records on detained youth for files.

To keep current appropriate state and federal licensure, certification, or registration requirements and restrictions applicable to personnel who provide health care services to juveniles and to provide the same for the files.

To follow current written standing or direct/post orders authorized by the contract physician and to practice within the limits of applicable laws and regulations.

Date

Deloise I. Jones

Date

Dr. Adedoyin Ogunbi, MD

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, 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 19 2012

November 15, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator



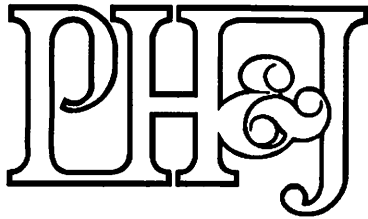
SUBJECT: Change Order #1 to Alfa Builders

PH&J Architects Inc. has submitted Change Order #1 in the amount of \$19,399.19 which covers 4 items not included in the original bid. The Commission was briefed during the Working Session on October 22, 2012 and November 14, 2012 concerning these proposals.

I was advised to place this item on the next agenda for approval for the November 19, 2012 Commission Meeting. This change order is required in order to complete Annex I project. I recommend approval of the request.

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

JAM/tm



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA

J. Roland Pond, AIA

E. Griffin Harris, AIA

John R. Gandy, AIA

Harrell G. Gandy, AIA

Renis O. Jones, III, AIA

Patrick T. Addison, AIA

November 5, 2012

Mrs. Patricia Silas
Purchasing Department
Montgomery County
PO Box 1667
100 S. Lawrence Street
Montgomery, AL 36102

Re: Third Floor Annex - Family Courts Montgomery County Courthouse Annex 1 Montgomery, AL
PH&J# 1208GVA

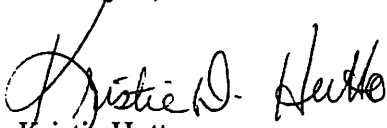
Dear Mrs. Silas:

Enclosed are four (4) copies of Change Order #1 on the above referenced project for your review and signature.

Once the items have been signed, please forward all copies back to my attention for further distribution.

Thank you for your help in expediting these documents. Please feel free to contact me with any questions you may have.

Thank you,


Kristie Hutto

Cc - file
Enclosures



AIA Document G701™ – 2001

Change Order

PROJECT (Name and address):
Third Floor Annex - Family Courts
Montgomery County Courthouse
Annex 1 Montgomery, AL

CHANGE ORDER NUMBER: 001
DATE: October 16, 2012

OWNER: ☒

ARCHITECT: ☒

CONTRACTOR: ☒

TO CONTRACTOR (Name and address):
Alfa Builders, Inc.
P. O. Box 11000/8191 Seaton Place
Montgomery, AL 36116

ARCHITECT'S PROJECT NUMBER: 1208-GVA
CONTRACT DATE: July 23, 2012
CONTRACT FOR: General Construction

FIELD: ☐

OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

ADD to provide and install fire damper in duct line in corridor 303 per RF1 #137-13.....\$577.00
ADD to provide and install fire damper in relocated return air opening per RF1 #137-14.....\$602.00
ADD to provide and install misc electrical and aux work associated w/security.....\$16,492.57
ADD to provide and install new framed metal studs, insulation and gypsum walls.....\$1,727.62

Total.....\$19,399.19

The original Contract Sum was

\$ 996,500.00

The net change by previously authorized Change Orders

\$ 0.00

The Contract Sum prior to this Change Order was

\$ 996,500.00

The Contract Sum will be increased by this Change Order in the amount of

\$ 19,399.19

The new Contract Sum including this Change Order will be

\$ 1,015,899.19

The Contract Time will be increased by Zero (0) days.

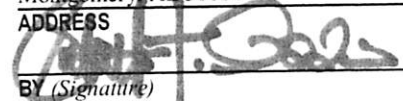
The date of Substantial Completion as of the date of this Change Order therefore is December 15, 2012

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PH&J Architects, Inc.
ARCHITECT (Firm name)

807 S. McDonough Street
Montgomery, AL 36104
ADDRESS

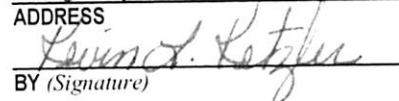

BY (Signature)

Patrick Addison, Vice President
(Typed name)

OCT. 15, 2012
DATE

Alfa Builders, Inc.
CONTRACTOR (Firm name)

P. O. Box 11000/8191 Seaton Place
Montgomery, AL 36116
ADDRESS

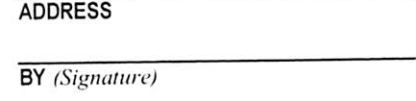

BY (Signature)

Kevin Ketzler, President
(Typed name)

01 NOV 2012
DATE

The Montgomery County Commission
OWNER (Firm name)

PO Box 1667
Montgomery, AL 36102
ADDRESS


BY (Signature)

Elton Dean, Chairman
(Typed name)

DATE

CHANGE ORDER NUMBER ONE SUMMARY SHEET
Renovations & Alterations to the Montgomery County Courthouse Annex 1
Third Floor - Family Courts for the Montgomery County Commission

PH&J #1208-GVA

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
A	Providing and Installing a Fire Damper at Location Identified in RFP #137-13	\$577.00
B	Providing and Installing a Fire Damper at Location Identified in RFP #137-14	\$602.00
C	Provide and Install Miscellaneous Electrical and Auxiliary Work Associated with Security Up-Grades	\$16,492.57
D	Providing and Installing new Framed Metal Stud, Batt Insulation and Gypsum Board Wall in Locations of Structurally Unstable Walls that are to be Demo'ed	\$1,727.62
TOTALS		\$19,399.19

ELTON N. DEAN, SR.
CHAIRMAN

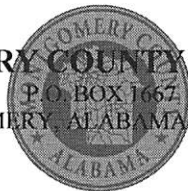
DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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 19 2012

November 06, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr. 
Deputy Administrator

SUBJECT: ICMA Membership Dues

Scott Kramer, Risk Manager, has submitted a request for membership dues with International City County Management Association (ICMA). Scott Kramer is President of the Alabama City County Management Association (ACCMA). Funds are available in Risk Management budget to cover this request.

This item was discussed during the Working Session on November 5, 2012. I was advised that this item be placed on the agenda and be approved at the Montgomery County Commission meeting on November 19, 2012.

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

JAM/tm

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 1818

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

October 31, 2012

MEMORANDUM

TO: John Mitchell
Deputy Administrator

FROM: Scott Kramer 
Risk Manager

SUBJECT: ICMA Membership Dues

This year I am an officer (President) of the Alabama City County Management Association (ACCMA). In addition, I have been on the Planning Committee contributing to the educational programs and government issues to be discussed at the conference. It is recommended, as an officer, that I also have an affiliate membership with the International City County Management Association (ICMA). The cost for this membership is \$200. This amount will also be used from this year's budget.



Leaders at the Core of Better Communities

International City/County Management Association
PO Box 79403, Baltimore, MD 21279-0403
Phone: (202) 962-3680 Fax: (202) 962-3565

Membership Renewal Invoice

****This is your first renewal notice. Support ICMA's sustainability efforts--renew early.****

Renew online at icma.org/membershiprenewal. It's quick and easy!

Membership renewal for dues year beginning January 1, 2013

Scott Kramer
Risk Manager
County of Montgomery
PO Box 1667
Montgomery, AL 36102-1667

Work: (334) 832-1259
Fax: (334) 832-2533
Email: scottkramer@mc-ala.org

Federal ID: 362167755
Member #: 511240
Invoice #: 511240
Category: AFF 2
Functional Title: G015

If the above information is inaccurate, note changes or complete online update form at icma.org/memberupdates.

Membership may not be transferred from one person to another. Individuals wishing to join the organization must complete a new member application (available online at icma.org/join).

Fee/Formula Calculations

For entry-level to mid-management local government professionals (below department head level)--flat dues rate for first three years of affiliate membership: \$150 year one; \$175 year two; \$200 years three and beyond.

1. Annual salary	\$ _____
2. Deferred compensation	\$ _____
3. Total gross annual salary (Line 1 + Line 2)	\$ _____
4. Annual membership dues	\$200
5. Voluntary contribution to the ICMA Fund*	\$ _____
6. Voluntary contribution to the Life, Well Run*	\$ _____
7. Total payment (Line 4 + Line 5 + Line 6)	\$ _____

If gross annual salary is greater than \$175,000, dues are capped at \$1,400. Report actual salary for our files.

If you are no longer employed by a local government your annual dues are \$200 per year.

*Please consider making a voluntary contribution to the *Life, Well Run* Campaign or the ICMA Fund for Professional Management. *Life, Well Run* is a national campaign designed to raise awareness of and appreciation for the value professional local government managers bring to building communities we're proud to call home. The ICMA Fund for Professional Management supports grassroots campaigns to adopt or retain the council-manager form of government. Consider a \$100 contribution to ensure that resources for these two important initiatives are available in the future.

Payment Section

Enclosed is a check for \$ _____ for renewal of my ICMA membership.

Credit Card Number _____ Exp Date _____

Please charge \$ _____ to my _____ VISA _____ MasterCard _____ AMEX for renewal of my ICMA membership.

Name of Card Holder _____

Signature _____ Date Signed _____

___ I am unable to pay in full at this time. I would like to pay in ___ (2, 3, or 4) installments by 12/31/2013.

Renew online with a credit card at icma.org/membershiprenewal or submit payment in the enclosed envelope or to the PO address above. If you have already renewed for the period January 1, 2013 - December 31, 2013, please disregard this notice.

See the reverse side for further instructions and details.

1/1/2013 - 12/31/2013

83
ID#: 511240

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667



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Agenda

NOV 19 2012

TO: DONALD L. MIMS, ADMINISTRATOR
FROM: SHERRILL R. THOMAS, FINANCE DIRECTOR
DATE: October 1, 2012 *SD*
RE: LIST OF BANK DEPOSITORIES

Following is a list of banks currently doing business in Montgomery County and should be designated depositories for the remainder of Calendar Year 2012 and Calendar Year 2013.

Aliant Bank
Amerifirst Bank
AuburnBank
BankTrust
BB&T
BBVA Compass
Cadence Bank
Community Bank & Trust
First Tuskegee Bank
Hancock Bank
IberiaBank
PNC Bank
Regions Bank
Renasant Bank
River Bank & Trust
ServisFirst Bank
Sterling Bank
Wells Fargo Bank

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
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Agenda

NOV 19 2012

November 19, 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-2013-37:** Rescind Appropriation to Holistic Center for Women, for Program for Youth and Their Mothers Who Need Treatment for Substance Abuse and Mental Illnesses - \$1,000; (Williams)

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

C-2013-42: Life Time Resolutions, LLC, for Holistic Center for Women, for Program for Youth and Their Mothers Who Need Treatment for Substance Abuse and Mental Illnesses - \$1,000; (Williams)

C-2013-43: Central Alabama Aging Consortium, for Operating Senior Centers in Mt. Meigs, Antioch, Dublin and LaPine - \$2,000; (Polizos)

NC-2013-50: Pike Road Volunteer Fire Protection Authority, for General Operations - \$5,000; (Ingram)

****Rescind**

DLM/tll

Agenda

NOV 19 2012

MEMORANDUM

To: Donald L. Mims, Administrator

From: Pat Silas, Purchasing Manager 

Date: November 14, 2012

Subject: Invitation to Bid 51100-12B-031,
Employee Luncheon

Request the approval of award on the above referenced Invitation to Bid, to Farmers Market Cafe, low bid, in the amount of \$11,016.85, be placed on the agenda for County Commission meeting on November 19, 2012. (copy of spread sheet attached)

Attachment

Purchasing Department

[illegible]

11-2

NOV 19 2012

MEMORANDUM

TO: Donald L. Mims, Administrator

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

DATE: October 29, 2012

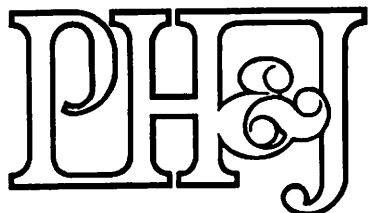
SUBJECT: Exterior Weatherization for the Montgomery County Courthouse
Annex I – Phase 2(Window Wall) - Project #PH&J #0818-GVG

Request approval of award, on the above referenced project, to the only bid received,
CannDauSon Construction Company, in the amount of \$469,593.00, be placed on a future
agenda for a County Commission meeting. (copy of spreadsheet attached)

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

JAMsr/ps

Attachment



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA

J. Roland Pond, AIA
Harrell G. Gandy, AIA

E. Griffin Harris, AIA
Renis O. Jones, III, AIA

John R. Gandy, AIA
Patrick T. Addison, AIA

Monday, October 22, 2012

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

RE: Exterior Weatherization for the Montgomery County Courthouse Annex 1 – Phase 2
(Window Wall) for the Montgomery County Commission - Montgomery, Alabama
PH&J #0818-GVG

Mr. Mims:

Bids were received on this project on Thursday, October 18, 2012 at 2:00 pm (Central Time) with one bidder submitting sealed proposals:

CannDauSon Construction Company

\$ 469,593.00

Despite only having one bidder, competition between the projects two major subcontractor (Waterproofing and Roofing) was strong and competitive.

It is our recommendation that the County award this project to CannDauSon Construction Company and enter into a contract for the amount of \$469,593.00.

If you have any questions, please call.

Sincerely,

Patrick T. Addison, AIA

Attachments: Project's Certified Bid Tabulation Sheet, Original Contractor Bid Proposals,
CannDauSon's *Everify* Information

Cc: Griff Harris, Patricia Silas, File

PHJ architects inc.

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

PH&J # 0818GVG

Project: Exterior Weatherization For

Montgomery County Courthouse Annex 1 Phase 2, Montgomery, AL

TABULATION OF BIDS

Time & Date: 2:00 PM (local prevailing time), Thursday October 18, 2012

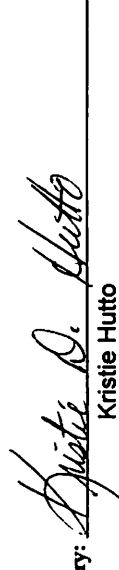
Place: Purchasing Department in the Montgomery County

Courthouse Annex 1, Montgomery, Alabama

CONTRACTOR	BASE BID	REMARKS
CannDauson Construction Co.	\$ 469,593.00	Bid Bond & Power of Attorney dates do not match.

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

By: 
(Patrick Addison, Vice President)

Notary: 
Kristie Hutto

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

Agenda

NOV 19 2012

MEMORANDUM

To: Donald L. Mims, Administrator

From: Pat Silas, Purchasing Manager 

Date: October 30, 2012

Subject: Invitation to Bid 51101-12B-027,
Window Blinds for Annex I, 3rd
Floor Renovation

Request approval of award on the above referenced Invitation to Bid, to Window Moods, low bidder, in the amount of \$4,614.00, be placed on a future agenda for a County Commission meeting. (copy of spread sheet attached)

The cost of the blinds is \$2,698.00, which will be paid to Window Moods; the cost of the black-out film and wood blocking for the blinds is \$1,916.00 which will be paid to Alfa Builders, the contractor for the renovation, making the total cost \$4,614.00.

Coordination of award made with Mr. John A. Mitchell, Sr., Deputy Administrator.

Attachment

Purchasing Department

[illegible]

13-2

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, 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 19 2012

November 15, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr. 
Deputy Administrator

SUBJECT: Bid Award

Attached are a letter and a bid spread sheet submitted by Pat Silas, Purchasing Manager showing Pro Movers & Storage with a low bid amount of \$7,450.00. The Commission was briefed during the Working Session regarding this Bid Award.

I was advised to place this item on the next agenda for approval on November 19, 2012 Commission Meeting in order to complete the move of Family Court prior to January 1, 2013.
I recommend approval of this award.

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

JAM/tm

MEMORANDUM

To: Donald L. Mims, Administrator

From: Pat Silas, Purchasing Manager 

Date: November 13, 2012

Subject: Invitation to Bid 51100-12B-028,
Moving of Judges, Staff and Clerk's
Office from the Youth Facility to
Annex I

Request that approval of award on the above referenced Invitation to Bid, to Pro Movers & Storage, low bid, in the amount of \$7,450.00, be placed on the agenda for County Commission meeting on November 19, 2012. (copy of spread sheet attached)

Coordination of award made with Mr. John A. Mitchell, Sr., Deputy Administrator.

Attachment

[illegible]

14.3

NOV 19 2012

MEMORANDUM

To: Donald L. Mims, Administrator

From: Pat Silas, Purchasing Manager *ps*

Date: October 30, 2012

Subject: Invitation to Bid 51965-12B-026,
Switches

Request approval of award on the above referenced Invitation to Bid, to KCI, Inc., low bid, for the used switches, in the amount of \$23,040.00, be placed on a future agenda for a County Commission meeting. (copy of spread sheet attached)

Information Systems currently has four 32-port SAN fabric switches which are capable of 4 gigabit per second data transfers. These two new switches will be used in the SAN (storage area network) to replace two older, slower switches. These new switches have 40-ports each are capable of 8 gigabit per second data transfers, doubling the SAN performance on the devices attached to the new switches. The increase in performance will allow Information Systems to speed up the applications, get more use out of the server platforms and reduce the time required to perform server data backups. The two older switches will be used at the DR site.

Coordination of award made with Mr. Lou Ialacci, Director of Information Systems.

Attachment

**Purchasing Department
Montgomery County Commission**

[illegible]

15-2

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

ORIGINAL MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667

Montgomery, AL 36102-1667

Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



Agenda

NOV 19 2012

November 5, 2012

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: Clerk III

I respectfully request that the Montgomery County Commission consider my request to fill the position of Clerk III for the Montgomery County Appraisal Department. This position has been included in the 2013 budget. I am requesting that this position be filled in order to increase efficiency in our department. This position has been vacant for over two years. Our data entry staff on the first floor of our department currently performs all of the duties that fall to this position. These duties include answering the phone and distributing the calls, answering the back door for daily mail deliveries, receiving and sorting mail as well as various other tasks. The need for them to perform these duties takes away from their focus on their regular duties which decreases their productivity.

I also feel that having someone at the front desk projects a more professional image of our office as we currently have a bell that people must ring for assistance. I would prefer the initial face to face contact as opposed to waiting for assistance.

Thank you for your consideration in this matter.

JCH

Main Office
Downtown (Annex III)
101 S. Lawrence St.
Montgomery, AL 36104

East Office
5340B Atlanta Hwy
Montgomery, AL
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL
(334) 262-4546

Appraisal and Mapping
131 S. Perry St
Montgomery, AL 36104
(334) 832-1303

16-1

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: **Appraisal Department**

DEPARTMENT HEAD: **Clay Henley**

SUPERVISOR: **Chief Appraiser**

COMPLETED ACTION DATES

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

1 POSITION TITLE **Clerk III**

POSITION NUMBER **850003001**

PROPOSED EFFECTIVE DATE **November 19, 2012**

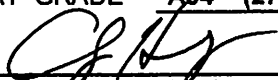
TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(x) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A04 (27,401 - 39,005) S-1**


Department Head

Date **10/29/2012**

2 ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional _____ Candidates

Open-competitive _____ Candidates

Transfer _____ Candidates

Personnel Director

Date _____

4 SELECTEE: _____

Appointing Authority

Date _____

5 () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

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Agenda

NOV 19 2012

November 15, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Probate Judge's Office

During the November 5, 2012 County Commission meeting, the Commission agreed to place a Position Fill Request for Customer Service Clerk, Position Number 750016034 on the next agenda for the Probate Judge's Office.

I am requesting approval of this item.

DLM/tn

Attachment



REESE MCKINNEY, JR.
JUDGE OF PROBATE
MONTGOMERY COUNTY

October 15, 2012

**MEMORANDUM FOR MONTGOMERY COUNTY COMMISSION
THROUGH: DONNIE MIMS**

FROM: MONTGOMERY COUNTY PROBATE OFFICE
P.O. Box 223
Montgomery, Alabama 36101-0223

SUBJECT: Position Fill Request

Dear Chairman:

1. On 29 November 2011 the Montgomery County Commission approved a position fill request for a Customer Service Clerk position numbered 750016034.
2. A replacement position fill request was submitted for this same position on 27 August 2012, and received positive consideration once it was determined that this was not a new position and that it had previously been approved. However, on 10 September 2012, the request was procedurally defeated by Commissioners Polizos and Ingram.
3. On 9 October 2012, approval for this position was requested under waived rules. During the vote to approve the position, Commissioner Polizos voted against waiving rules.
4. I request that this position fill request be placed on the next agenda to be voted on by the commission. This position has previously been approved; the position is independent of any new position requests; and, the position is currently in the Probate Office's budget.
5. We appreciate your positive consideration of this request as the Probate Office strives to continue to provide excellent customer service to the citizens of Montgomery County.

Regards,

Malcolm Richard
Assistant Chief Clerk
Montgomery County Probate Court

POSITION FILL REQUEST

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge Reese McKinney, Jr.

SUPERVISOR: Wells Robinson

1. POSITION TITLE: CSC

POSITION NUMBER: 750016034

PROPOSED EFFECTIVE DATE: 14 August 2012

TYPE OF APPOINTMENT: x PERMANENT TEMPORARY

RECRUITING:

Promotional Transfer **Transfer**

x Open Competitive Register **Reemployment**

PAY GRADE: A03 - Step 1

Dease McKinney
APPOINTING AUTHORITY

COMPLETE ACTION DATES

1.__dept request

2. __admin review

3. __pers dept

4. __cert to admin

5. dept selection

6. __final review

2. ADMINISTRATIVE REVIEW

APPROVED

DISAPPROVED

FUNDING AUTHORITY**Date**

3. CERTIFICATION

Promotional Candidates

Open-Competitive Candidates

Transfer _____ Candidates

PERSONNEL DIRECTOR

Date _____

4. SELECTEE:

APPOINTING AUTHORITY

Date _____

5. _____ Manpower data entered by _____

Date _____

_____ Payroll entered by _____

Date _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

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Agenda

NOV 19 2012

November 15, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Detention Facility

During the November 5, 2012 County Commission meeting, the Commission agreed to place a Position Fill Request for Corrections Officer Trainee/Corrections Officer, Position Number 026 on the next agenda for the Detention Facility.

I am requesting approval of this item.

DLM/tn

Attachment

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number 026

Proposed Effective Date November 12, 2012

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

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

D T Marshall Date October 26, 2012
Department Head DM

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee:

Appointing Authority Date _____

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

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

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Agenda

NOV 19 2012

November 15, 2012

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Sheriff's Office

During the November 5, 2012 County Commission meeting, the Commission agreed to place a Position Fill Request for Clerk Typist II, Position Number 179 on the next agenda for the Sheriff's Office.

I am requesting approval of this item.

DLM/tn

Attachment

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

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

1. Position Title Clerk Typist II

Position Number 179

Proposed Effective Date October 29, 2012

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade \$24,414 - \$34,753 A03

D T Marshall

Department Head DL

Date October 16, 2012

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date _____

4. Selectee:

Appointing Authority

Date _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

NOV 19 2012

Request # 4

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

Request approval to be granted for the following:

Destination: Montgomery, Al
Departure Date: December 4, 2012 Return Date: December 5, 2012
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend Orientation & Course 1: County Government and the Commissioner

Traveler (s) Name: 1. Dan Harris 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$190.00 Advance Registration Required: \$190.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration - \$190.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 11/19/12 reimbursement of actual and necessary expenses in the
approximate amount of \$190.00 and advance registration of \$190.00 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>\$1,155.95</u>	
Budget Available:	<u>\$21,344.05</u>	
Current Requests:	<u>\$190.00</u>	
Budget Balance:	<u>\$21,154.05</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/13/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

NOV 19 2012

Request # 1

Date: November 6, 2012
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Biloxi, MS
Departure Date: December 10, 2012 Return Date: December 13, 2012
Conference Leave (Days / Hours): 4 days
Purpose of Travel: Attend U.S.N.S.T.A. Tactical Training Recertification

Traveler (s) Name: 1. Sgt. Martinez Tolbert 4. _____
2. Cpl. Jeron James 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$770.00 Advance Registration Required: \$470.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is app. 11/19/12 reimbursement of actual and necessary expenses in the
approximate amount of \$770.00 and advance registration of \$470.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52200-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$397.15</u>	
Budget Available:	<u>\$14,602.85</u>	
Current Requests:	<u>\$770.00</u>	
Budget Balance:	<u>\$13,832.85</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/13/2012

cc: Finance Director / Buyer