

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

FEBRUARY 4, 2013

AGENDA
INFORMATION SESSION

Call to Order Welcome at 9:00 a.m.

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer

Comments from Scheduled Attendees:

Administrative Assistant Rhonda B. Cape with District Attorney's Office

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Vice Chairman Harris

Pledge of Allegiance Led By Commissioner Ingram

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of January 22, 2013

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

RESOLUTION:

Consider Resolution Applauding and Recognizing Paul “Beau” Cooper’s Service to the Citizens of Montgomery County as Chairman and Board Member of the Montgomery County Community Punishment and Corrections Authority

NEW BUSINESS:

1. Consider Agreement Regarding the Community Development Block Grant (CDBG) Project Number CY-CM-RR-12-005, Eastwood Villa Housing Rehabilitation, with the Alabama Department of Economic and Community Affairs, County Commission
2. Consider Cooperative Agreement for the FY 2010 State Homeland Security Grant Program, Grant Number 0CBS, Sheriff’s Office
3. Consider Payment of Membership Dues to the Montgomery Area Committee of 100 for Chairman Elton N. Dean, Sr., County Commission
4. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
5. Consider Budget Change Request Numbers 12, County Commission Appropriations
6. Consider Budget Change Request Numbers 13, County Commission Appropriations
7. Consider Position Fill Request for Corrections Officer Trainee/Corrections Officer, Position Number 153, Detention Facility
8. Consider Position Fill Request for County Road Equipment Operator III, Position Number 620553007, Engineering Department
9. Consider Travel/Training Requests (19)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Probate Judge Steven L. Reed
Chief Appraiser Clay Henley
Executive Director Johnnie Veres with Helicity
Alabama-Mississippi Chapter Vice President Andrew Bell with the National Multiple
Sclerosis (MS) Society

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

FEBRUARY 4, 2013

Regular County Commission Meeting
9:00 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.

FEBRARUY 18, 2013

County Holiday (Washington's Birthday)

FEBRUARY 19, 2013

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.

MARCH 11, 2013

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.

MARCH 18, 2013

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.

APRIL 1, 2013

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.

APRIL 15, 2013

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

PERSONNEL ACTIONS

Fill action continues for 2 Programmer Analyst II's – Information Systems
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 Mail Room and Stores Clerk – Support Services Department
Fill action continues for 1 Community Corrections Officer – Community Corrections
Fill action continues for 1 Revenue Auditor – Tax & Audit Department
Fill action continues for 1 Assistant Revenue Manager – Tax & Audit Department
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney's Worthless Check Unit
Fill action continues for 2 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 D. A. Level 1 – District Attorney's Child Support Unit
Fill action continues for 18 Correction Officer Trainees – Detention Facility
Fill action continues for 1 Corrections Officer Lieutenant – Detention Facility
Fill action continues for 3 Clerk II's – Detention Facility
Fill action continues for 1 Corrections Officer Sergeant – Detention Facility
Fill action continues for 1 Corrections Officer Corporal – Detention Facility
Fill action continues for 1 County Road Equipment Operator III's – Engineering Department
Fill action continues for 2 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 – Personnel Department
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 2 Customer Service Clerk – Probate Judge's Office
Fill action continues for 1 Probate Court Clerk – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 7 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 1 Deputy Sheriff/Captain – Sheriff's Office
Fill action continues for 1 Deputy Sheriff/Lieutenant – Sheriff's Office
Fill action continues for 2 Deputy Sheriff/Sergeant – Sheriff's Office
Fill action continues for 2 Deputy Sheriff/Corporal – 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
Fill action continues for 1 Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Probation Supervisor – Youth Facility

02-04-13 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 01-25-13

Check Number	To	Check Number
232661		232707
Total Checks Paid		\$223,804.14

CHECK #	PAYEE	AMOUNT	DATE
232660	Postmaster Bulk Mailing	\$ 4,332.28	01/23/13

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

02-04-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 01-25-13

Check Number	To	Check Number
232708		232780
Total Checks Paid		\$316,380.33

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

MONTGOMERY COUNTY COMMISSION

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

**CHECKS ARE DATED
01/25/13**

Payroll Check Number	115103	To	Payroll Check Number	115212	\$ 97,396.37
Direct Deposits					\$ 753,824.16
Payroll Check Number	115213	To	Payroll Check Number	115237	\$ 246,063.43
Direct Deposits					\$ 320,796.20
Federal Deposits					\$ 321,845.81
Total Payroll Paid					\$ 1,739,925.97

CHECK #

115102

PAYEE

Annie L. Hamilton

AMOUNT

\$1,185.42

DATE

01/11/13

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

RESOLUTION**FEB - 4 2013**

WHEREAS, Mr. Paul “Beau” Cooper served as a board member of the Montgomery County Community Punishment and Corrections Authority from 2005- 2012, and as Chairman of that Board in 2011; and

WHEREAS, Mr. Cooper secured over one million dollars in capital funding to purchase and renovate the “Espy” Building, located at 301 Adams Avenue, which became the new headquarters for Community Corrections; and

WHEREAS, he secured a special \$375,000 Alabama Department of Corrections Grant to fund a pilot project for the purpose of infusing a large cadre of 150 felony offenders into the program with ancillary counseling and referral components. The grant also provided for the implementation of GPS electronic monitoring of offenders and a funded effort to design and implement a Risk Assessment Tool; and

WHEREAS, under Mr. Cooper’s leadership, the Montgomery Community Corrections Program received an invitation to participate in an Evidence-Based Initiative sponsored by the Chief Justice of the Alabama Supreme Court and funded by the VERA Institute. The project’s goal was to establish Community Corrections Models in a minimum of four counties in Alabama; and

WHEREAS, with Mr. Cooper’s assistance, the Montgomery Community Corrections’ growth included the full implementation of specialized case management and supervision modalities including: pre-trial release, community service restitution, county probation, jail/prison diversion, drug court, domestic violence intervention/education and electronic monitoring. The program also established an in-house, state-of-the-art drug screening lab with a certified lab technician on staff; and

WHEREAS, during Mr. Cooper’s tenure, the department secured \$120,000 in grants designated to assist the drug court program and to increase court efficiencies related to the administration of the drug court; and

WHEREAS, he established the Montgomery County Annual Community Corrections Program Plan as a measure for all state programs and participated in the oversight of the full implementation of the new State Minimum Standards for Community Corrections Programs, with two consecutive excellent Audit Reports; and

WHEREAS, Mr. Cooper supported the efforts to establish a standardized Risk Assessment, which was formally adopted by the ADOC in 2012, and the MCCPCA provided one of the only two certified instructors on the training of the instrument; and

WHEREAS, the MCCPCA and Montgomery Community Corrections are recognized as benchmarks among community corrections programs through the State of Alabama due in part to Mr. Cooper’s stellar leadership,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby applaud and recognize Mr. Cooper’s service to the citizens of Montgomery County and wish him much success in his future endeavors.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 4th day of February, 2013.

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

Agenda

FEB - 4 2013

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Leslie York
Community Development Specialist

DATE: January 18, 2013

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

I received a copy of ADECA's letter to the County transmitting the State's grant agreement on the above referenced project. Please place the letter and agreement in the Commissioner's packets so they will be prepared to approve its execution at the 1st meeting in February. Please let me know if you have any questions and thank you for your assistance!

OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

JIM BYARD, JR.
DIRECTOR

January 9, 2013

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

Dear Chairman Dean:

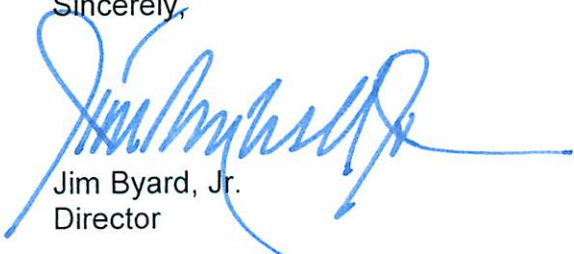
RE: CDBG Project
No. CY-CM-RR-12-005

I am pleased to enclose two copies of the above-referenced agreement. This agreement provides funding of \$335,827.87 for your Community Development Block Grant (CDBG) Program. Please sign both copies and return one copy to us; Attention: Shabbir Olia. Please retain the second copy for your files. The approved CDBG Program Budget and the Release of Funds are also enclosed for your CDBG Program files.

Please be aware, Alabama CDBG Intergovernmental Policy Letter 17, Revision 3, requires that construction contracts must be fully executed within 180 days of this letter.

If you have any questions about this agreement, please call Maureen Neighbors at 334-242-5467. Ms. Neighbors is the staff person assigned to you for technical assistance of a general nature. She will be pleased to help you with any questions or problems you may have.

Sincerely,


Jim Byard, Jr.
Director

JB:SAO:tn
4 Enclosures
cc: Leslie York, Program Administrator
Accounting
Elaine Dobbs-Patterson

**DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS
OFFICE OF COMMUNITY AND ECONOMIC DEVELOPMENT PROGRAMS
NOTICE OF REMOVAL OF GRANT CONDITIONS**

(Pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974)

1. TO (Name of Applicant) and (Name and title of Chief Executive Officer of Applicant) Montgomery County Commission The Honorable Elton N. Dean, Sr., Chairman	ADDRESS AND ZIP CODE OF APPLICANT P.O. Box 1667 Montgomery, Alabama 36102-1667
2. WITH COPY TO: (Name of Grantee if other than Applicant)	ADDRESS AND ZIP CODE OF GRANTEE
Re: (Project, Title or Name) 2012 CM State CDBG project for Housing Rehabilitation improvements to approx. 18 homes in the designated project area of the Eastwood Villa Community of Montgomery County. Latitude taken at the southern most end of the project area is 32.3731 and the longitude is 86.0060287.	LOCATION (City, County and State) Montgomery, Montgomery County, Alabama

On **November 20, 2012** this office received your Request for Release of Funds and Certification pertaining to the above project.

☒ No objections to the release of such funds or to the Certification have been received and a period of 15 days from and after the receipt of such request and Certification has expired.

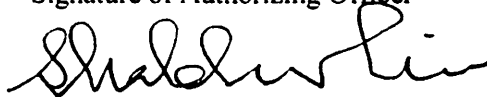
☐ All objections to the release of such funds and to the Certification which were received by the State within a period of 15 days from and after the receipt of such request and Certification have been considered by the State.

* Any and all project and funding conditions, to the extent that, these are based on environmental review and clearance, in Grant Agreement for Application/Grant No. **CY-CM-RR-12-005** authorized by the State on **September 12, 2012**, are removed as of **December 6, 2012**. *g*

This Notice constitutes your authority to use funds provided to you under Title I of the Housing and Community Development Act of 1974, for the above project.

* Although this form releases funds with respect to compliance with federally mandated environmental requirements, this does not mean that all conditions regarding release of funds have been satisfied. Until all such conditions have been met, ADECA will hold the Grant Agreement for this project. Funds subject to the removal of other conditions must not be obligated until all conditions have been satisfied.

Note: This does not remove the grantee's obligation to obtain applicable permits and satisfy other conditions from those state agencies which have authority in regard to local or state projects.

Type Name and Title of Authorizing Officer: Shabbir Olia CED Programs Manager	Signature of Authorizing Officer 	Date 12/6/12
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2/10

STATE OF ALABAMA)
MONTGOMERY, ALABAMA)

(AGREEMENT NO. **CY-CM-RR-12-005**

AGREEMENT

THIS AGREEMENT is effective as of this **12th** day of **September, 2012** by and between the **Montgomery County Commission** (herein called the Recipient) and the Alabama Department of Economic and Community Affairs (herein called ADECA).

Upon execution of the Acceptance Provisions of this Agreement, ADECA agrees to provide to the Recipient the Federal assistance under Title I of the Housing and Community Development Act of 1974, as amended, (P.L. 93-383) authorized by the Letter of Conditional Commitment. Such assistance is subject to the terms and conditions of this Agreement, all applicable laws, and regulations, and all other requirements of ADECA or HUD now or hereafter in effect. The Agreement is effective with respect to such assistance as of the date specified in the paragraph above and consists of (1) the Letter of Conditional Commitment and submissions made with respect thereto; (2) the ADECA approved application specified herein, including any Assurances, certifications, maps, schedules or other submissions; (3) the HUD Community Development Block Grant Regulations at 24 CFR Part 570, Subpart I, and State Policies; (4) the State of Alabama Small Cities Community Development Block Grant Program Action Plan; and (5) the following General Terms and Conditions:

Definitions: Except to the extent modified or supplemented by the Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, as amended, or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, Subpart I, shall have the same meaning when used herein.

(1) Agreement means this Agreement, as described above and any amendments or supplements hereto.

(2) Applicant means the entity designated as such in the Letter of Conditional Commitment.

(3) Recipient means each entity designated as a recipient for grant or loan assistance in the Letter of Conditional Commitment and signing the acceptance provisions as Recipient under the Agreement.

(4) Assurances, when capitalized, means the certifications and assurances submitted with grant application pursuant to the requirements of 24 CFR Part 570, Subpart I.

(5) Assistance provided under this Agreement means the grants and any loans secured by loan guarantees provided under this Agreement.

(6) Letter of Conditional Commitment means the letter from the Director of the Alabama Department of Economic and Community Affairs approving the Community Development Block Grant application and setting forth requirements which shall be satisfied prior to execution of the grant agreement.

(7) Program means the community development program, project, or other activities, including the administration thereof, with respect to which assistance is being provided under this Agreement.

WITNESSETH THAT:

WHEREAS, ADECA desires to engage the Recipient to carry out certain activities or services hereinafter described in connection with an undertaking which is expected to be financed or partially financed under the State Community Development Block Grant Program.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ADECA hereby agrees to engage the Recipient and the Recipient hereby agrees to carry out the activities hereinafter set forth in connection with the Community Development Block Grant Program of ADECA under the Community Development Block Grant Project Number **CY-CM-RR-12-005**.

The recipient, in assisting ADECA during the Agreement period and with the funds provided in the Agreement, shall perform all the necessary services provided under this Agreement, except as may be provided for under Paragraph I.

A. SCOPE OF SERVICES

1. The Recipient agrees to do, perform and carry out in an expedient, satisfactory and proper manner, as determined by ADECA, the work activities and administrative services described in the Recipient's Application (as amended) Community Development Block Grant Project Number **CY-CM-RR-12-005** to ADECA for financial assistance. The Recipient further agrees that all activities carried out under this Agreement shall satisfy all requirements of ADECA and shall be as described in the ADECA approved application unless otherwise expressly directed by ADECA.

2. The Recipient agrees to permit and to facilitate review of the work hereunder by ADECA, at Montgomery or at other places as ADECA may determine.

3. The Recipient shall submit to ADECA progress reports describing the progress of work under this Agreement when requested by ADECA.

B. PERSONNEL

1. It shall be the responsibility of the Recipient when necessary to hire personnel or to contract for the work to be performed as set out in the scope of services. All persons hired or under contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

2. The Recipient shall forward a sampling of all contracts or subcontracts for work or services covered by the Agreement to ADECA when requested by ADECA.

C. TIME OF PERFORMANCE

ADECA retains the right to rescind all or any part of funds committed by this Agreement and the "Letter of Conditional Commitment." Such right may be exercised if action or the lack of action, by the Recipient indicates that the proposed activities are not progressing according to the "Local Program Implementation Schedule" submitted to ADECA with respect to the Letter of Conditional Commitment.

The Recipient by execution of this Agreement certifies that the Recipient will implement proposed activities substantially in compliance with the "Local Program Implementation Schedule" and failure to do so may affect Recipient's continuing capacity in future funding decisions.

D. COMPENSATION

ADECA agrees to pay to the Recipient a sum on a cost incurred basis, not to exceed the total of **\$335,827.87** for the services contained in this Agreement, upon the terms of this Agreement set forth in Paragraph L.

E. TERMINATION OF AGREEMENT FOR CAUSE

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

Notwithstanding the above, the Recipient shall not be relieved of liability to ADECA for damages sustained by ADECA by virtue of any breach of the Agreement by the Recipient and ADECA may withhold any payments to the Recipient for the purpose of setoff until such times as the exact amount of damages due ADECA from the Recipient is determined.

F. TERMINATION OF AGREEMENT

ADECA or Recipient may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph E above shall, at the option of ADECA, become its property. If the Agreement becomes terminated by ADECA as provided herein, the Recipient will be paid an amount which bears the same ratio to the total compensation as the satisfactory services actually performed bear to the total services of the Recipient covered by this Agreement, less payments as compensation previously made. Provided however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the Recipient shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Recipient during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the Recipient, Paragraph E hereof, relative to termination, shall apply.

G. CHANGES

ADECA may, from time to time, request changes in the scope of the services of the Recipient to be performed hereunder. Such changes including any increase or decrease in the amount of the Recipient's compensation, which are mutually agreed upon by and between ADECA and the Recipient, shall be incorporated in written amendments to this Agreement.

Notwithstanding the above, ADECA may, from time to time, approve a revision to the CDBG program budget without a formal written amendment to this Agreement. However, for this revision to be valid, it shall be on a standard "CDBG Budget/Final Financial Report" form and carry the signature of the ADECA Director or his assignee. In no case, shall the revision to the budget change the total grant amount identified in Subpart D without a formal amendment.

H. INTEREST OF MEMBERS OF ADECA AND OTHERS

1. No officer, member or employee of ADECA who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall: (a) participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which

he is directly, or indirectly interested; or, (b) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

2. No member of, or delegate to, the Congress of the United States of America and, no Resident Commissioner shall be admitted to any share or part thereof or to any benefit to arise there from.

I. ASSIGNABILITY AND INTEREST OF THE MUNICIPALITY

The Recipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of ADECA thereto. Provided however, that claims for money due, or to become due to the Recipient from ADECA under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to ADECA.

The Recipient covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Recipient further covenants that in the performance of this Agreement no person having any such interest shall be employed.

J. APPLICABLE FEDERAL AND STATE LAWS

The Agreement is subject to the regulations of the Department of Housing and Urban Development, 24 CFR Part 570, Subpart I, as published for effect and as may be amended from time to time.

Incorporated herein as part of this Agreement are the Certification and Assurances signed by the Recipient as part of the Application for State Community Development Block Grant Funds.

The Agreement further renders the Recipient responsible for compliance with all applicable Federal or State laws, Executive Orders, and Regulations in administering funds provided under this Agreement. Such Laws, Executive Orders, and Regulations include but are not limited to the following:

1. Public Law 88-352 (Title VI of the Civil Rights Act of 1964) and HUD Regulations to further the Act which are contained in 24 CFR Part I.

2. Public Law 90-284-Title VIII of the Civil Rights Act of 1968, amended by the Community Development and Housing Act of 1974 to include prohibition against discrimination based on sex. The Fair Housing Law provides protection against discrimination based on race, color, religion, sex, or national origin.

3. Executive Order 11063 as amended by Executive Order 12259 to provide for Equal Opportunity in Housing. HUD Regulations contained in 24 CFR part 107.

4. Section 109 of the Housing and Community Development Act of 1974, as amended to incorporate provisions of the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973.

5. Section 110 of the Housing and Community Development Act of 1974, as amended, which requires compliance with the Copeland "Anti Kickback" Act (18 U.S.C. 874); the Davis-Bacon Act (40 U.S.C. 276a-276a-7); the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), Sections 103 and 107; and Department of Labor Regulations 29 CFR, Parts 1,3, and 5).

6. Section 104(P) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 and with other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the Act are specified in regulations issued pursuant to the Section 104(f) of the Housing and Community Development Act of 1974 and are contained in 24 CFR Part 58. (The Recipient is obligated to assume responsibility for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of the Department of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended).

7. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended (P.L. 100-17) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Executive Order 11246 regarding equal employment opportunities in construction contracts.

9. The Hatch Act (5 U.S.C. 1501 et. seq.) regarding political activity by public employees.

10. Section 3 of the Housing and Urban Development Act of 1968, amended 1969, as amended by Section 118 of Title 1, Community Development and Housing Act of 1974. Section 3 provides that to the greatest extent feasible training and employment opportunities shall be made available to lower-income residents of project areas and that contracts are awarded to small businesses located within the project area or owned in substantial part by project area residents. Compliance procedures have been established by the State through the recipient's Equal Opportunity Requirements Certification Review.

11. Section 401(b) of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831).

12. Any and all State laws which shall be applicable under the terms and provisions of this Agreement including but not limited to the Alabama Competitive Bid Law and any State permitting requirements.

13. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (also known as the Common Rule) as adopted and modified by the Alabama Department of Economic and Community Affairs.

The Recipient is required to give access to ADECA, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Recipient which are directly pertinent to that specific contract for the purpose of making audit, examination, ADECA compliance monitoring examination, excerpts, and transcriptions.

The Recipient is required to keep all records for five years past notification by the State that the project has been closed out or all audit findings have been resolved whichever is longer.

14. Section 504 of the Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation, including employment; be denied program benefits; or be subjected to discrimination under any program or activity receiving federal funds.

15. The Recipient shall be responsible for complying with any and all State laws which shall be applicable under the terms and provisions of this Agreement including but not limited to the Alabama Competitive Bid Law, any State permitting requirements, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535 as amended by Act No. 2012-491). By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

16. *Transparency Act Requirements.* Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsr.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, all sub recipients, who meet this threshold, will be required to furnish this information to the division within ADECA, which

is funding the sub recipient agreement. Specific reporting processes will be provided by the applicable ADECA division to sub recipients. Active enrollment in the System for Award Management is a condition of payment.

It is the purpose of ADECA under this Agreement to provide to the Recipient Federal assistance in the form of Community Development Block Grant funds in order that the Recipient can provide certain assistance and services as described in this Agreement.

It shall be the responsibility of the Recipient to carry out the performance of the services described herein in a satisfactory and proper manner in accordance with all Federal, State, and local laws. It shall be the further responsibility of the Recipient to see that all contracts or subcontracts for said work are executed and performed in accordance with all applicable Federal, State and local laws.

ADECA shall not be liable for the failure on the part of the Recipient or any contractor or subcontractor on the project to perform all work in accordance with all applicable laws and regulations.

K. INCORPORATION OF SUBMISSIONS MADE UNDER THE LETTER OF CONDITIONAL COMMITMENT

The submissions made pursuant to the Letter of Conditional Commitment are incorporated into this Agreement by reference to said Letter. The Recipient by execution of this Agreement further certifies that:

1. Recipient has complied with all applicable requirements of 24 CFR Part 58 and the Recipient's Request for Release of Funds and Certification has been approved in writing by ADECA.
2. Recipient has consulted with other State agencies, as appropriate, and has obtained applicable permits and satisfies other conditions from those State agencies which have authority to review project applications and/or issue permits, or retain other responsibilities in regard to local or State projects.

L. METHOD OF PAYMENT

ADECA and the Recipient having agreed upon a total payment of CDBG funds of **\$335,827.87**:

1. ADECA agrees to reimburse the Recipient for expenditures incurred in the execution of activities stated herein not to exceed **\$335,827.87**.
2. The Recipient agrees to match the expenditures incurred in the execution of activities stated herein with matching cash or "in-kind" services as shown in the State approved (original or revised) "CDBG Budget/Final Financial Report."

3. The Recipient agrees to adhere to the requirements of Treasury Circular 1075 with regard to the expeditious use of CDBG funds drawn down.

It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of **\$335,827.87** for all the services required and that all payments, if any, to be made hereunder shall be subject to and dependent on the availability of Federal funds awarded to ADECA for the program purposes herein stated.

M. SUSPENSION OF PAYMENTS UNDER THIS AGREEMENT

Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of the Alabama Department of Economic and Community Affairs, or in the event there is an amount owing to any division of the Alabama Department of Economic and Community Affairs, or an amount owing to the Federal government under any program administered by any division of the Alabama Department of Economic and Community Affairs that is not received in a reasonable and timely manner.

Should the grantee incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of the Alabama Department of Economic and Community Affairs, then said Alabama Department of Economic and Community Affairs shall not enter into any other contract, agreement, grant, etc., with said grantee until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

The Alabama Department of Economic and Community Affairs shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, government under any program administered by any division of ADECA that has not arranged a repayment schedule.

N. AUDIT REQUIREMENTS

The Recipient accepts the responsibility to provide for an annual audit at the conclusion of each fiscal year. The audit and subsequent report must meet the criteria established in the Office of Management and Budget (OMB) Circular No. A-133 and the ADECA AUDIT POLICY dated August 30, 1985, as revised through March 16, 1999.

This Agreement, authorized by the State of Alabama on **September 12, 2012** under the "Letter of Conditional Commitment" of State Community Development Block Grant funds for application/grant number **CY-CM-RR-12-005** is hereby accepted by the Applicant as Recipient under the Agreement; and the Recipient agrees to comply, and to accept responsibility for compliance by any public or private non-profit entity, local development corporation, or small business investment corporation carrying out grant activity on behalf of the Recipient with the terms and conditions of the Agreement,

applicable law, regulations and all requirements of the State or HUD, now or hereafter in effect, pertaining to the assistance provided.

Pursuant to Act 94-414, forward a copy of every audit report issued on the entity when the entity receives or disburses (or both) public funds as a result of this Contract to:

Department of Examiners of Public Accounts
P.O. Box 302251
Montgomery, AL 36130-2251
ATTN: Audit Report Repository

Additionally, forward one copy of the audit report to:

ADECA Audit Section
P.O. Box 5690
Montgomery, AL 36103-5690

O. NOT TO CONSTITUTE A DEBT OF THE STATE

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this Contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

P. DEBARMENT AND SUSPENSION

The Recipient is prohibited from using any contractor subcontractor that has been debarred, suspended, or otherwise excluded from participation in federal assistance programs (Executive Order 12459).

The Recipient certifies, by entering into this Grant Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into its Grant Agreement by any federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposed of this Grant Agreement means an

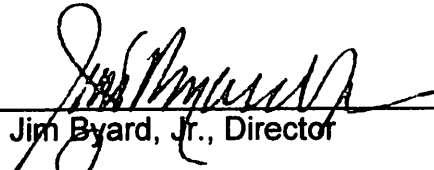
officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Recipient.

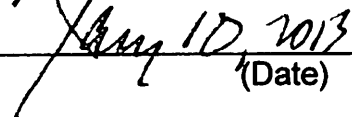
The Recipient certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Recipient shall immediately notify ADECA if any sub-contractor becomes debarred or suspended, and shall, at ADECA's request, take all steps required by the Recipient to terminate its contractual relationship with the sub-contractor for work to be performed under this Grant Agreement.

IN WITNESS WHEREOF, The Department and the Recipient have executed this Grant Agreement as evidenced by their signatures below:

ADECA

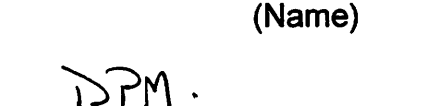
Alabama Department of Economic
and Community Affairs

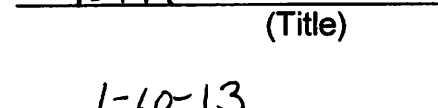

Jim Byard, Jr., Director


(Date)

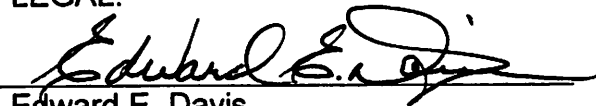
ATTEST:


(Name)


(Title)


(Date)

APPROVED AS TO FORM BY
LEGAL:


Edward E. Davis
General Counsel for ADECA

LOCALITY

Montgomery County Commission

Mayor/Chairman

(Date)

ATTEST:

(Name)

(Title)

(Date)

D.T. MARSHALL, SHERIFF



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

Agenda

FEB - 4 2013

January 17, 2013

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Chief Deputy Derrick Cunningham *D.C.*
Montgomery County Sheriff's Office

SUBJECT : Homeland Security Grant

Please place this grant on the next agenda of the Montgomery County Commission. Upon approval by the Commission, please have Mr. Dean sign this grant.

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

DC/tb

69-6 MW 11-17-2012
11-17-2012
11-17-2012



Robert Bentley
Governor

Department of Homeland Security

State of Alabama



Spencer Collier
Director

December 17, 2012

MEMORANDUM

TO: Derrick Cunningham
Montgomery County HS POC

FROM: Robert Ratliff
Assistant Director of Accounting and Grants

SUBJECT: Regional Exercise Grant Agreements

Enclosed is your grant agreement for the U.S. Department of Homeland Security (DHS) 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 summary of the enclosed grant for a Regional Exercise is as follows:

<u>0CBS</u>	<u>\$22,967.00 (Regional Exercise Only)</u>
(Grant number)	(Amount/Purpose)

The conditions of this grant are as follows:

1. The date and details of the exercise must be reported to AEMA and ALDHS.
2. The exercise must be HSEEP compliant, including coordination with AEMA Exercise POC.
3. The grant period is non-negotiable.
4. All AARs and IPs must be completed and submitted with the final claim no later than June 30, 2013.
5. All items purchased for the Regional Exercise must meet allowability criteria established by the Allowable Equipment List (AEL) and the HSGP grant guidance.
6. In order for food to be an allowable item the following must be submitted with the final claim:
 - a. A completed sign-in sheet.
 - b. An agenda (including times).
 - c. An itemized food receipt/invoice.

(Note: The time frame for the exercise cannot begin or end with the meal that is reimbursed with grant funds.)
7. All Counties in your Region must participate on the Exercise Planning Committee in order to receive credit for this exercise.

Spending is not authorized until a budget detail worksheet has been approved and one original, signed copy of the grant agreement has been returned. Once the signed grant agreement is received at ALDHS, and a final detailed budget is approved, you will receive an email notification authorizing the expenditure of grant funds.

If you have any additional questions or concerns, please contact the Grant Program Manager for your County, Debbie Link or Terisa Rigby. Thank you for your continued support and hard work.

Sincerely,

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

Robert Ratliff
Assistant Director of Accounting and Grants

cc:

Each HS POC in Region
AEMA Regional Coordinator
Regional LE POC
AMAS Advisory Committee

**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 2010	4. Amount of: Federal: \$22,967.00 Total: \$22,967.00	5. Effective Dates Begin: 12/1/2012 End: 6/30/2013	6. Grant Number: 0CBS

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 2010 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

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**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

Initial Here 
2-9

**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: N/A.

Initial Here


2-10

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) 830-1329

E-Mail Address: Derrick.Cunningham@mc-ala.org

Signature: [Signature]

Date:

1-17-13

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:

Initial Here

[Signature]
2-11

**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.

Initial Here D.C
2-12

**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.

Initial Here

D.C.
2-13

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 D.C.
2-14



Montgomery Area Committee of 100
P. O. Box 79
Montgomery, AL 36101

Agenda

FEB - 4 2013

Invoice

Commissioner Elton Dean
Montgomery County Commission
P O Box 1667
Montgomery, AL 36102

Date	Invoice #
1/3/2013	554

Item Code	Description	Amount
Special Membership	Special Membership	500.00
Please remit upon receipt to: Montgomery Area Committee of 100 P. O. Box 79 Montgomery, AL 36101-0079		Total \$500.00

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

FEB - 4 2013

February 4, 2013

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-2013-56: Alabama Baseball Coaches Association, Inc., for the 2013 Community College Fall Sophomore Workouts and Fall Classic - \$500; (Ingram)
- C-2013-57: Alabama Cattlemen's Association, for the Alabama Junior Beef Expo during the Southeastern Livestock Expo - \$2,500; (Dean-\$500, Harris-\$500, Ingram-\$500, Polizos-\$500 and Williams-\$500)
- C-2013-58: Montgomery County Recreation Department, Suburban West Dixie Youth Baseball League - \$1,000; (Dean)
- C-2013-59: Montgomery County Recreation Department, Bellingsrath-Southlawn Dixie Youth Baseball League - \$1,000; (Dean)
- C-2013-60: Montgomery County Recreation Department, Southern Dixie Youth Baseball League - \$1,000; (Dean)
- C-2013-61: Montgomery Community Action Agency, for Community Services Programs - \$3,000; (Dean)

MEMORANDUM
Montgomery County Commission
February 4, 2013
Page 2

- C-2013-62: The Second Chance Foundation, for Counseling Services and Academic Remediation for At-Risk Children Expelled from the Montgomery Public School System - \$1,000; (Harris)
- C-2013-63: Empowering Communities Helping Ourselves (ECHO), for Program Services - \$500; (Harris)
- NC-2013-69: BOE, Robert E. Lee High School, for Uniforms for Football Team - \$500; (Polizos)
- NC-2013-70: Snowdoun Volunteer Fire Department, for General Operations - \$4,000; (Polizos)

DLM/tll

FEB - 4 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 12

DEPARTMENT: County Comm Appropriat REVIEWED: S. Thomas 1/25/2013
 DATE: 1/25/2013 Finance Director Date
 REQUESTED BY: Donald L. Mims APPROVED: _____
 Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Alabama Cattlemen's Assn	001-56125.488	0	7,500	7,500
Fund Balance	001.35900		-7,500	
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	7,500

JUSTIFICATION:

Appropriation to the Alabama Cattlemen's Association to provide funding for the Alabama Junior Beef Expo during the Southeastern Livestock Expo.

FEB - 4 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 13

DEPARTMENT: County Comm Appropriat REVIEWED: S. Thomas 1/29/2013
DATE: 1/29/2013 Finance Director Date
REQUESTED BY: Donald L. Mims APPROVED: _____
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Town of Hackleburg	001-59310.499	0	2,118	2,118
Miscellaneous Revenue	001-40000.47908	-90,000	-2,118	-92,118
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		-90,000	0	-90,000

JUSTIFICATION:

Donate funds received from the Town of Hackleburg for Montgomery County Sheriff's overtime back to the Town to assist in its recovery from the devastation it experienced from the April 27, 2011 tornado.

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

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www.mc-ala.org

Agenda

FEB - 4 2013

January 29, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Detention Facility

During the January 22, 2013 County Commission meeting, the Commission agreed to place a Position Fill Request for Corrections Officer Trainee/Corrections Officer, Position Number 153 on the next agenda for the Detention Facility.

I am requesting approval of this item.

DLM/tn

Attachment

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: D. T. Marshall, Sheriff
SUPERVISOR: W. Robinson, Colonel

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 Corrections Officer Trainee / Corrections Officer

Position Number 153

Proposed Effective Date January 21, 2013

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

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

D T Marshall Date January 10, 2013
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.

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

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190

Agenda

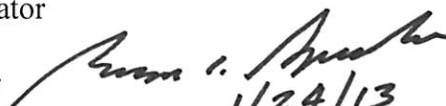
FEB - 4 2013

January 24, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer


1/24/13

SUBJECT: Position Fill for County Road Equipment Operator III

As discussed during the January 22, 2013, Information Session, it is requested that we be allowed to fill a vacant County Road Equipment Operator III position at our District II (Meriwether Road) Maintenance Facility. District II has three (3) County Road Equipment Operator III slots, two (2) of which are presently vacant. It is critical that we fill at least one (1) of these vacant slots at this time in order to satisfactorily meet daily road maintenance demands at this district.

This position fill will be a promotion from within existing personnel and will not involve any new hires. Thank you for your assistance with this matter.

GCS/gcs

Attachments

cc: File

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

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

1. 1/24/2013 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

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

POSITION NUMBER 620553007, Replacing Rodney W. Best

PROPOSED EFFECTIVE DATE February 18, 2013

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

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

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

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



DATE January 24, 2013

Department Head

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

DATE _____

Personnel Director

4. SELECTEE: _____

Date _____

Appointing Authority

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB - 4 2013

Request # 17

Date: January 23, 2013

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL

Departure Date: March 20, 2013

Return Date: March 21, 2013

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: to attend Course 3: Financial Administration (10 hrs)

Mandated County Commissioner Training

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: \$203.56 Advance Registration Required: \$190.00

Department Name: Administration Fund Name: General

Additional Comments: Registration - \$190.00; Mileage - \$13.56

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$203.56 and advance registration of \$190.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51100.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$22,500.00

Approved Requests: \$12,451.95

Budget Available: \$10,048.05

Current Requests: \$203.56

Budget Balance: \$9,844.49

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/24/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB - 4 2013

Request # 18

Date: January 28, 2013
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: February 8, 2013 Return Date: February 8, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend 2013 PARCA Annual Meeting
"The Harbert Center"

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

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

Total (est.) Cost: \$163.96 Advance Registration Required: \$60.00

Department Name: Administration Fund Name: General

Additional Comments: Registration - \$60.00; Mileage - \$103.96

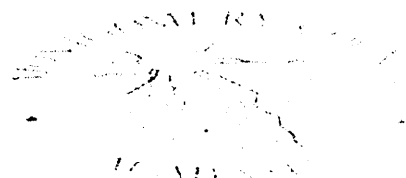
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator

The above request is app. 01/28/13 reimbursement of actual and necessary expenses in the
approximate amount of \$163.96 and advance registration of \$60.00 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>\$12,451.95</u>	
Budget Available:	<u>\$10,048.05</u>	
Current Requests:	<u>\$367.52</u>	
Budget Balance:	<u>\$9,680.53</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/28/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB - 4 2013

Request # 4

Date: January 23, 2013
To: Donald L. Mims, Administrator
From: Didi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL
Departure Date: February 20, 2013 Return Date: February 20, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Blackbelt Meeting

Traveler (s) Name: 1. Didi Henry 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$56.50 Advance Registration Required: _____

Department Name: Public Affairs Dept Fund Name: Travel-Reg & Training

Additional Comments: Mileage - \$56.50

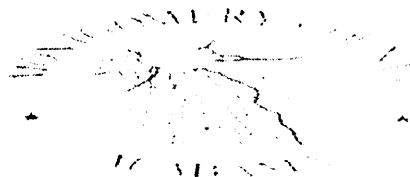
To: Didi Henry, Public Affairs Director
From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$56.50 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51130.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,500.00</u>	
Approved Requests:	<u>\$167.50</u>	
Budget Available:	<u>\$3,332.50</u>	
Current Requests:	<u>\$56.50</u>	
Budget Balance:	<u>\$3,276.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/24/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB - 4 2013

Request # 5

Date: January 23, 2013
To: Donald L. Mims, Administrator
From: Didi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma, AL
Departure Date: March 20, 2013 Return Date: March 20, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Blackbelt Meeting

Traveler (s) Name: 1. Didi Henry 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$56.50 Advance Registration Required: _____

Department Name: Public Affairs Dept Fund Name: Travel-Reg & Training

Additional Comments: Mileage - \$56.50

To: Didi Henry, Public Affairs Director

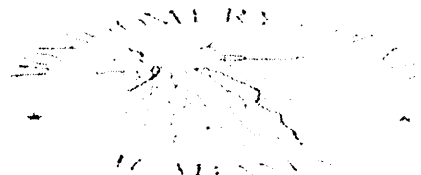
From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$56.50 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51130.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,500.00</u>	
Approved Requests:	<u>\$167.50</u>	
Budget Available:	<u>\$3,332.50</u>	
Current Requests:	<u>\$113.00</u>	
Budget Balance:	<u>\$3,219.50</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/24/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB - 4 2013

Request # 3

Date: January 30, 2013
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: February 26, 2013 Return Date: February 27, 2013
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Attend Public Safety Leadership and Technology Training

Traveler (s) Name: 1. Lt. Linda Sanderson 4. Lt. Janice Roberson
2. Lt. Glenn Teal 5. _____
3. Lt. Marian Williams 6. _____

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

Total (est.) Cost: \$150.00 Advance Registration Required: \$0.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: Meals \$150

To: Wanda J. Robinson, Director
From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$0.00 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>\$1,439.69</u>	
Budget Available:	<u>\$13,560.31</u>	
Current Requests:	<u>\$150.00</u>	
Budget Balance:	<u>\$13,410.31</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/31/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB - 4 2013

Request # 5

Date: January 18, 2013
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Biloxi, Miss.
Departure Date: February 13, 2013 Return Date: February 15, 2013
Conference Leave (Days / Hours): 3 days
Purpose of Travel: 38th annual Juvenile Justice Symposium

Traveler (s) Name: 1. Brandi Alexander 4. _____
2. Patricia Boyd 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,000.00 Advance Registration Required: \$200.00
Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: _____

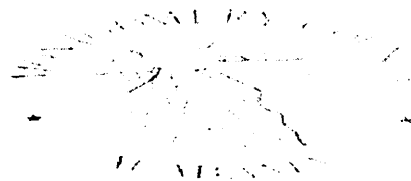
To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,000.00 and advance registration of \$200.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52603.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$15,000.00</u>	
Current Requests:	<u>\$1,000.00</u>	
Budget Balance:	<u>\$14,000.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/24/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

FEB - 4 2013

Date: January 18, 2013
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Al.
Departure Date: February 27, 2013 Return Date: March 1, 2013
Conference Leave (Days / Hours): 3 days
Purpose of Travel: attend the Alabama Conference of Social Work

Traveler (s) Name: 1. Patricia Strickland 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

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

Additional Comments: _____

To: Bruce R. Howell

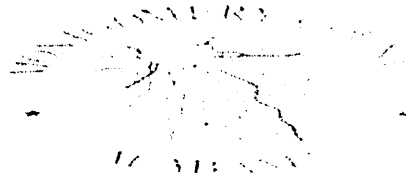
From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$500.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52604.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$594.00</u>	
Budget Available:	<u>\$4,406.00</u>	
Current Requests:	<u>\$500.00</u>	
Budget Balance:	<u>\$3,906.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/24/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

FEB - 4 2013

Date: January 28, 2013
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

[Signature]

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: June 13, 2013 Return Date: June 13, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: 2013 Workers' Compensation Seminar for Continuing Education

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

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

Total (est.) Cost: \$193.96 Advance Registration Required: \$90.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Registration - \$90.00; Mileage - \$103.96

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$193.96 and advance registration of \$90.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$3,741.28</u>	
Budget Available:	<u>\$11,258.72</u>	
Current Requests:	<u>\$193.96</u>	
Budget Balance:	<u>\$11,064.76</u>	

Donald L. Mims, Administrator

[Signature]

Reviewed by: S. Thomas

Date: 1/29/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

FEB - 4 2013

Date: January 28, 2013
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: October 24, 2013 Return Date: October 24, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: 2013 Workers' Compensation Seminar for Continuing Education

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

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

Total (est.) Cost: \$193.96 Advance Registration Required: \$90.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Registration - \$90.00; Mileage - \$103.96

ALL COSTS WILL BE PAID FROM THE 2014 BUDGET

PREPAID REGISTRATION IN FY 2013 (007.15350)

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$193.96 and advance registration of \$90.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$3,741.28</u>	
Budget Available:	<u>\$11,258.72</u>	
Current Requests:	<u>\$193.96</u>	
Budget Balance:	<u>\$11,064.76</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/29/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

FEB - 4 2013

Date: January 28, 2013
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request



Request approval to be granted for the following:

Destination: Alexandria, VA
Departure Date: March 11, 2013 Return Date: March 12, 2013
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: To consider candidates for the PRIMA Board of Directors
"Public Risk Management Association"

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

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

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

Department Name: Risk Management Fund Name: _____

Additional Comments: *****ALL EXPENSES WILL BE PAID BY PRIMA*****

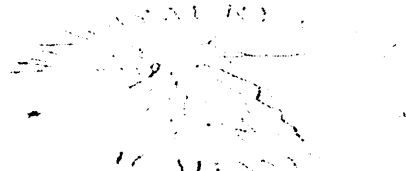
To: Scott Kramer, Risk Manager
From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$3,741.28</u>	
Budget Available:	<u>\$11,258.72</u>	
Current Requests:	<u>\$193.96</u>	
Budget Balance:	<u>\$11,064.76</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/29/2013

cc: Finance Director / Buyer

9-10

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB - 4 2013

Request # 3

Date: January 22, 2013
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Embassy Suites Hotel, Montgomery, AL
Departure Date: February 21, 2013 Return Date: February 22, 2013
Conference Leave (Days / Hours): 1 1/2 days/12 hrs.
Purpose of Travel: Attend AL Society of Professional Land Surveyors Fiftieth Annual Membership Meeting and Workshop for Professionals

Traveler (s) Name: 1. George C. Speake 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$235.00 Advance Registration Required: \$235.00

Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600-265

Additional Comments: _____

To: George C. Speake, County Engineer

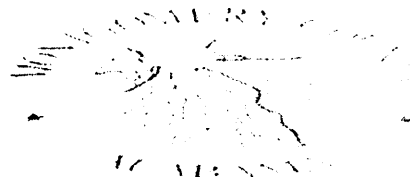
From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the approximate amount of \$235.00 and advance registration of \$235.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$1,590.00</u>	
Budget Available:	<u>\$3,410.00</u>	
Current Requests:	<u>\$235.00</u>	
Budget Balance:	<u>\$3,175.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/24/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB - 4 2013

Request # 4

Date: January 7, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: March 1, 2013 Return Date: March 1, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: On-line Seminar - Comparative Analysis

Traveler (s) Name: 1. Debbie Richardson 4. _____
2. Dona Wright 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$274.00 Advance Registration Required: \$274.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$137.00 per person

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$274.00 and advance registration of \$274.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$1,064.08</u>	
Budget Available:	<u>\$28,935.92</u>	
Current Requests:	<u>\$548.00</u>	
Budget Balance:	<u>\$28,387.92</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/10/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Agenda

FEB - 4 2013

Date: January 7, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: April 1, 2013 Return Date: April 1, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: On-line Seminar - Rates & Ratios: Making sense of GIMs, OARs, and DCF

Traveler (s) Name: 1. Debbie Richardson 4. _____
2. Dona Wright 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$274.00 Advance Registration Required: \$274.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$137.00 per person

To: Clay Henley, Chief Appraiser

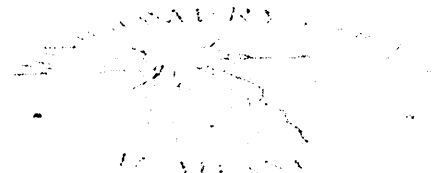
From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$274.00 and advance registration of \$274.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$1,064.08</u>	
Budget Available:	<u>\$28,935.92</u>	
Current Requests:	<u>\$822.00</u>	
Budget Balance:	<u>\$28,113.92</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/10/2013

cc: Finance Director / Buyer

9.13

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

FEB - 4 2013

Date: January 7, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: August 2, 2013 Return Date: August 2, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: USPAP 7-Hour Update Course

Traveler (s) Name: 1. Debbie Richardson 4. _____
2. Dona Wright 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$430.00 Advance Registration Required: \$430.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$215.00 per person

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$430.00 and advance registration of \$430.00 is authorized.

To be completed by the Finance Department

Fund Code: 120-51985.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$30,000.00

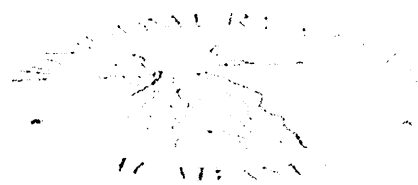
Approved Requests: \$1,064.08

Budget Available: \$28,935.92

Current Requests: \$1,252.00

Budget Balance: \$27,683.92

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/10/2013

cc: Finance Director / Buyer

9-14

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

FEB - 4 2013

Date: January 9, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL
Departure Date: March 15, 2013 Return Date: March 15, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Alabama Certified Appraiser Exam

Traveler (s) Name: 1. Calvin Johnson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$228.28 Advance Registration Required: \$90.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$90.00; round trip mileage of 112 @ .565 = \$63.28;
meals/ 1 day = \$75.00

To: Clay Henley, Chief Appraiser

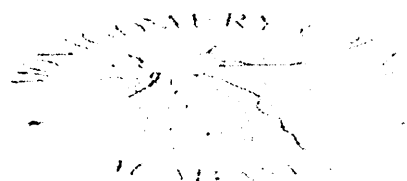
From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$228.28 and advance registration of \$90.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$1,064.08</u>	
Budget Available:	<u>\$28,935.92</u>	
Current Requests:	<u>\$1,480.28</u>	
Budget Balance:	<u>\$27,455.64</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/10/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB - 4 2013

Request # 8

Date: January 25, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: March 20, 2013 Return Date: March 22, 2013
Conference Leave (Days / Hours): 3 Day
Purpose of Travel: Auburn University Property Tax Education - "PT Exemptions and Abatements"
course

Traveler (s) Name: 1. Diane Jones 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$200.00 Advance Registration Required: \$200.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$200.00

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$200.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$2,544.36</u>	
Budget Available:	<u>\$27,455.64</u>	
Current Requests:	<u>\$200.00</u>	
Budget Balance:	<u>\$27,255.64</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/28/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Agenda

FEB - 4 2013

Date: January 25, 2013
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hilton Garden Inn - 1600 Interstate Park Drive, Montgomery, AL
Departure Date: March 28, 2013 Return Date: March 28, 2013
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Organziation Skills For The Overwhelmed Seminar

Traveler (s) Name: 1. Caryn White 4. _____
2. Kimberley Long 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$398.00 Advance Registration Required: \$398.00

Department Name: Community Corrections Fund Name: Community Corrections

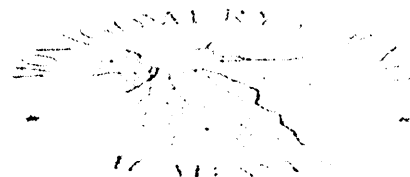
Additional Comments: _____

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$398.00 and advance registration of \$398.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$12,650.00</u>	
Approved Requests:	<u>\$11,000.88</u>	
Budget Available:	<u>\$1,649.12</u>	
Current Requests:	<u>\$398.00</u>	
Budget Balance:	<u>\$1,251.12</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/25/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 18

Agenda

FEB - 4 2013

Date: January 28, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: May 21, 2013 Return Date: May 21, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: To Attend: Mandatory Professionalism Training Course 2013

Traveler (s) Name: 1. Chris Moore 4. _____
2. Shelley Pope 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$666.00 Advance Registration Required: \$458.00

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

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$666.00 and advance registration of \$458.00 is authorized.

To be completed by the Finance Department

Fund Code: 760-51260.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$45,000.00

Approved Requests: \$2,685.50

Budget Available: \$42,314.50

Current Requests: \$666.00

Budget Balance: \$41,648.50

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/29/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 19

Agenda

FEB - 4 2013

Date: January 30, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: February 15, 2013 Return Date: February 15, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Jury Instructional Committee Meeting

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

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

Total (est.) Cost: \$140.00 Advance Registration Required: \$0.00

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

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

To: Ellen Brooks

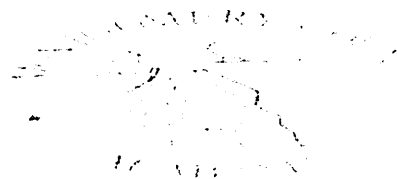
From: Donald L. Mims, Administrator

The above request is app. 02/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$140.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$45,000.00</u>	
Approved Requests:	<u>\$2,685.50</u>	
Budget Available:	<u>\$42,314.50</u>	
Current Requests:	<u>\$806.00</u>	
Budget Balance:	<u>\$41,508.50</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/30/2013

cc: Finance Director / Buyer

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