

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR

(334) 832-1210
FAX (334) 832-2533

July 2, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the July 6, 2015
Montgomery County Commission Regular Meeting

We will begin our Information Session on Monday, July 6, 2015, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

The Montgomery County Extension Office Luncheon and Annual Report to the County Commission will be held on Monday, August 17, 2015 at 12:15 p.m. at their office.

The Montgomery County Youth Facility Open House will be held July 20, 2015 at 1:00 p.m.

At the July 20, 2015 Commission meeting, Finance Director Sherrill Thomas will provide a review for the 2015-2016 Budget and we will have budget hearings on July 21-22, 2015.

Due to the volume of work to be discussed at the meeting Monday, Director of Risk Management Scott Kramer will make his follow-up presentation concerning Health Care recommended changes at the July 20, 2015 meeting.

Enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' In-House Miscellaneous Appropriations.

1-1 County Commission Information Session Schedule for July 6, 2015

Waived Rules Items to Consider for July 6, 2015

- 2-1 Consider Budget Change Requests (8)
- (1) Appraisal Department – Request Number 1
 - (2) Community Corrections – Request Number 1
 - (3) Detention Facility – Request Number 2
 - (4) Emergency Communications District Board – Request Number 4

- (5) Engineering Department – Request Number 12
- (6) Information Systems – Request Number 2
- (7) Judge of Probate – Request Number 7
- (8) Revenue Commissioner – Request Number 2
- 3-1 Consider Position Fill Request for Personnel Associate, Position Number 700191002, Personnel Department
- 4-1 Consider Weatherization Assistance Program (WAP) Grant Number DOE-028-15, County Commission
- 5-1 Consider Project Agreement By and Between The City of Montgomery, Montgomery County Commission and Sykes Enterprises Incorporated, County Commission
- 6-1 Consider Grant Application for the Byrne JAG Prevention, Education and Intervention Grant (The Parent Project), County Commission
- 7-1 Consider Ratification of Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 3AMS (FY2013 - \$40,932), Sheriff's Office
- 8-1 Consider Amendment Number 1 to Contract with Seacoast Disposal, Inc., for Garbage Collection Services for County Building (Contract #51901-15B-022), Support Services
- 9-1 Consider Bid Award to Next Lowest Bidder for Sheriff's Leather and Accessories, Bid No. 52110-14B-026, Sheriff's Office

Items to Consider for July 20, 2015 Montgomery County Commission Regular Meeting Agenda

- 10-1 Consider Agreement with the Town of Pike Road for Maintenance of Nature Trail on Marler Road and Related Resolution, Engineering Department
- 11-1 Consider Agreement with the Alabama Department of Transportation regarding Resurfacing Mount Zion Road (CR-39) from Davis Crossroads to Woodley Road (6.327 Miles), Project No. STPAA-5114(252), MCP 51-76-15 and Related Resolution, Engineering Department
- 12-1 Consider Resolution and Letter of Intent for Resurfacing Pike Road (CR-85) from Wallahatchie Road (CR-83) North to US 80 (5.880 Miles), Project No. MCP 51-77-16, Engineering Department
- 13-1 Consider Resolution and Letter of Intent for Resurfacing Moore Road (CR-89) from Intersection with SR 94 North to US 231 (3.894 Miles), Project No. MCP 51-78-16, Engineering Department

- 14-1 Consider Insolvents, Errors and Taxes in Litigation for 2014 and Uncollected Insolvents and Taxes in Litigation for Previous Year(s) and Related Resolution, Revenue Commissioner's Office (**Enclosed in your packet are additional attachments for this item**)
- 15-1 Consider the 2015-2016 Annual Community Corrections Plan, Community Corrections
- 16-1 Consider Payment to the City of Montgomery Not to Exceed \$4,800 for the Proposed Efforts of CH2M Hill regarding the Downtown Environmental Project, Risk Management
- 17-1 Consider Agreement with the State of Alabama Department of Examiners of Public Accounts regarding Reimbursement of Costs Associated with the Annual Audit of Federal Financial Assistance Received by Montgomery County, County Commission
- 18-1 Consider Letter of Engagement of Appraisal Assignment regarding Property on Terminal Road, County Commission
- 19-1 Consider Amendment Number 4 to Contract with Topco Pest Control Services, for Pest Control Service (Contract #51100-13B-024), County Commission
- 20-1 Consider Change Order Number 5 to the Agreement with Holley-Henley Builders, Inc., regarding Renovations and Alterations to the Montgomery County Greil Mansion for the Montgomery County Public Defender's Office, County Commission
- 21-1 Consider Implementation of a Five Percent (5%) Local Preference Under Alabama Bid Law, County Commission

Personnel Actions

- 22-1 Consider Additional Step Increase with Promotional Pay Increase for Payroll and Benefits Manager, Finance Department
- 23-1 Consider Position Fill Request for Payroll and Benefits Assistant, Position Number 210112001, Finance Department
- 24-1 Consider Position Fill Request for Court Operations Clerk I, Position Number 900378069, Youth Facility
- 25-1 Consider Allocation of Three Mechanics for Detention Facility Maintenance, Sheriff's Office
- 26-1 Consider Position Fill Requests – Detention Facility (3)
 - (1) Corrections Officer Corporal, Position Number 14
 - (2) Corrections Officer Trainee/Corrections Officer, Position Number 182

(3) Corrections Officer Trainee/Corrections Officer, Position Number To Be Determined

- 27-1 Consider Position Fill Requests – Sheriff’s Office (2)
(1) Deputy Sheriff Corporal, Position Number 56
(2) Deputy Sheriff Trainee/Deputy Sheriff, Position Number To Be Determined

General Information

- 28-1 Copy of Letter from Architect John Chambless with Chambless King Architects regarding Probate and Revenue Commissioner Office South Project Progress Update
- 29-1 Copy of Letter from PH&J Architects, Inc., regarding Courthouse and Jail Weatherization, PH&J Project Number 1208-GVH
- 30-1 Copy of Letter from PH&J Architects, Inc., regarding Montgomery County Jail Building Dishwasher Replacement and Associated Repairs, PH&J Project Number 1208-GVM
- 31-1 Copy of Letter from Senior Vice President of Corporate Development Ellen G. McNair, Montgomery Area Chamber of Commerce regarding the Calling of an Executive Session to Discuss a Commerce or Trade Matter
- 32-1 Copy of Memorandum from Chief Appraiser Clay Henley requesting to Participate in the 2015 Class of Leadership Montgomery
- 33-1 Copy of Letter from County Extension Coordinator Jimmy D. Smitherman requesting Funding in the amount of \$2,000 for the 2015 Successful Aging Initiative (SAI) **(Last year, Chairman Dean, Commissioner Walker and Commissioner Ingram appropriated \$500 from each of their accounts for a total of \$1,500)**
- 34-1 Copy of Letter from Bellingrath Middle School Cheerleading Program requesting Funding for the Program **(Appropriation would be to Bellingrath Middle School for the Cheerleading Program)**
- 35-1 Copy of Memorandum from Administrator Mims regarding Oversight and Direction of the E911 System
- 36-1 Copy of Schedule of Upcoming Bids/Contract Renewals
- 37-1 Copies of Revenue Reports for June 2015 from Tax and Audit Department
- 38-1 Copies of Detailed Accounts Payables, paid 6/12/15, 6/19/15 and 6/26/15; subject to the County Commission approval

If you have any questions, please contact me.

DLM/tn

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
JULY 6, 2015

- 8:00 a.m. Prayer led by Commissioner Williams
- 8:05 a.m. Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. Personnel Director Carmen Douglas – Presentation regarding Position Fill Request for Personnel Associate, Position Number 700191002 **(Waived Rules Item 2-1)**
- 8:20 a.m. Honorable Charles Price – Presentation regarding Resolution concerning City of Montgomery Annexation **(Agenda Item 1)**
- 8:30 a.m. Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission – Presentation regarding Weatherization Assistance Program (WAP) Grant Number DOE-028-15 **(Waived Rules Item 4-1)**
- 8:40 a.m. Director of Corporate Development Justice Smyth with the Montgomery Area Chamber of Commerce – Presentation regarding a Project Agreement By and Between The City of Montgomery, Montgomery County Commission and Sykes Enterprises Incorporated **(Waived Rules Item 5-1)**
- 9:00 a.m. At Risk Coordinator Tim Baker with Montgomery Public Schools – Presentation regarding Grant Application for the Byrne JAG Prevention, Education and Intervention Grant (The Parent Project) **(Waived Rules Item 6-1)**
- 9:10 a.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems
- 9:20 a.m. County Engineer George Speake – Presentation regarding Agreement with the Town of Pike Road for Maintenance of Nature Trail on Marler Road and Related Resolution **(Future Agenda Item 10-1)**, Agreement with the Alabama Department of Transportation regarding Resurfacing Mount Zion Road (CR-39) from Davis Crossroads to Woodley Road (6.327 Miles) and Related Resolution **(Future Agenda Item 11-1)**, Resolution and Letter of Intent for Resurfacing Pike Road (CR-85) from Wallahatchie Road (CR-83) North to US 80 (5.880 Miles), **(Future Agenda Item 12-1)**, Resolution and Letter of Intent for Resurfacing Moore Road (CR-89) from Intersection with SR 94 North to US 231 (3.894 Miles) **(Future Agenda Item 13-1)**
- 9:30 a.m. Formal Session of County Commission
- 10:00 a.m. Revenue Commissioner Janet Buskey – Presentation regarding Insolvents, Errors and Taxes in Litigation for 2014 and Uncollected Insolvents and Taxes in Litigation for Previous Year(s) and Related Resolution **(Future Agenda Item 14-1)**

INFORMATION SESSION SCHEDULE

PAGE 2

JULY 6, 2015

- 10:15 a.m. Deputy Commissioner Jeffrey Williams with the Alabama Department of Corrections and Executive Director Paul Brown with Community Corrections – Presentation regarding Community Corrections Program and 2015-2016 Annual Community Corrections Plan (**Future Agenda Item 15-1**)
- 10:30 a.m. Director of Elections Daniel Baxter – Presentation regarding Update on Municipal Election
- 10:45 a.m. Architect John Chambless with Chambless King Architects – Presentation regarding Probate and Revenue Commissioner Office South Project Progress Update (**General Information Item 28-1**)
- 11:00 a.m. Architects Griff Harris and Patrick Addison with PH&J Architects, Inc. – Presentation regarding Courthouse and Jail Weatherization (**General Information Item 29-1**) and Montgomery County Jail Building Dishwasher Replacement and Associated Repairs (**General Information Item 30-1**)
- 11:15 a.m. Executive Session regarding a Commerce or Trade Matter (**General Information Item 31-1**)
- 11:30 a.m. Adjourn

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Appraisal Department	REVIEWED:	S. Thomas	7/1/2015
DATE:	7/1/2015		Finance Director	Date
REQUESTED BY:	Clay Henley	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Subscriptions	120-51985.409	2,200	500	2,700
Equipment and furniture	120-51985.540	0	31,000	31,000
Aerial Photography	120-51985.179	200,000	(31,500)	168,500
TOTAL BUDGET CHANGE		202,200	0	202,200
TOTAL 2015 APPRAISAL BUDGET		2,924,475	0	2,924,475

JUSTIFICATION: To cover the cost of purchasing property valuation guides that have increased in cost this budget year and to purchase a new Plotter..

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Community Corrections	REVIEWED:	S. Thomas	6/17/2015
DATE:	6/17/2015	Finance Director		Date
REQUESTED BY:	Paul Brown	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Cellular Service	124-52960-255	4,300	(900)	3,400
Electricity	124-52960-244	8,000	(1,400)	6,600
Drugs and Medical Supplies	124-52960-206	16,000	(1,000)	15,000
Fuels and Lubricants	124-52960-212	6,000	(600)	5,400
Extra Help (Temporary)	124-52960-115	0	3,900	3,900
TOTAL		34,300	0	34,300

JUSTIFICATION:

Senior Clerk 4 is scheduled for up to 12 weeks FMLA beginning in July. A full-time temp worker (extra help) is required to staff the front office. Projected savings in cell service, electricity, fuel and medical-drug lab supplies are proposed to offset this cost for Extra Help. (49 days this FY at \$9.69 per hour)

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Detention Facility	REVIEWED:	S. Thomas	6/29/2015
			Finance Director	Date
REQUESTED BY:	Colonel W. Robinson	APPROVED:		
Elected Official/Dept. Head	Date	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Bedding	001-52200.349	10,000	(10,000)	0
Other Misc. Supplies	001-52200.219	15,000	10,000	25,000
TOTAL		25,000	0	25,000

JUSTIFICATION:

Realign budget categories to purchase Phazzers with kits that includes 2-types of cartridges and chargers for the Specialized Unit and Supervisors at the Mac Sim Butler Detention Facility.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 4

DEPARTMENT:	ECD	REVIEWED:	S. Thomas	6/29/2015
			Finance Director	Date
REQUESTED BY:	Jane Brown	APPROVED:		
Elected Official/Dept. Head	Date	Administrator	Date	

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair & Maintain-Software License	784-51986-240	30,900	66,595	97,495
Fund Balance			(66,595)	
TOTAL		30,900	0	97,495

JUSTIFICATION:

To pay initial invoice for new 911 system. Approved at Special Called Meeting of the ECD Board on April 6, 2015.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 12

DEPARTMENT: Engineering **REVIEWED:** S. Thomas 7/1/2015

Finance Director

Date

REQUESTED BY: George C. Speake

APPROVED:

Elected Official/Dept. Head

5/21/2015

Administrator

Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Professional Services	111-53600.307	5,000	(300)	4,700
Contract Services	111-53600.304	2,500	(1,700)	800
Travel-Registration&Training	111-53600.265	6,500	2,000	8,500
TOTAL		14,000	0	14,000

JUSTIFICATION:

Budget realignment to increase travel budget to cover travel request Number 7 and Number 8.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Information Systems	REVIEWED:	S. Thomas	7/1/2015
DATE:	7/1/2015		Finance Director	Date
REQUESTED BY:	Lou Ialacci	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair and Maint Software	001-51965-240	421,750	(21,500)	400,250
Misc Data Processing Equip	001-51965-590	0	11,000	11,000
Equip/Furniture Purchases	001-51965-400	0	10,500	10,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		421,750	0	421,750

JUSTIFICATION:

To purchase required firewall and switches for the County's disaster recovery site

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 7

DEPARTMENT: JUDGE OF PROBATE REVIEWED: S. Thomas 6/29/2015
 Finance Director
 Date
 REQUESTED BY: JUDGE STEVEN L. REI APPROVED: _____
 Elected Official/Dept. Head Date Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Travel - Registration & Training	001-51300-265	12,700	600	13,300
Insurance - Public Officials Liability	001-51300-275	1,365	635	2,000
Administration Expense	001-51300-499	3,033	(1,235)	1,798
TOTAL		17,098	0	17,098

JUSTIFICATION:

to pay Public Official Bond for William Flowers, III & cover travel expenses for Travel Request #9

2-7

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Revenue Commissioner	REVIEWED:	S. Thomas	6/24/2015
DATE:	6/23/2015	Finance Director		Date
REQUESTED BY:	Janet Buskey	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Manufactured Home Trust				
Office Supplies/Minor Equip	781-51500-211	4,000	1,500	5,500
Travel-Registration & Training	781-51500-265	6,000	(1,500)	4,500
				0
				0
TOTAL		10,000	0	10,000

JUSTIFICATION:

To purchase minor office furniture for Revenue Commissioner's Office.

**CITY - COUNTY OF MONTGOMERY
PERSONNEL DEPARTMENT**

PERSONNEL BOARD
JOHN L. BAKER, CHAIRMAN
BENITA FROEMMING
RANDALL B. JAMES

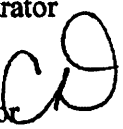
27 Madison Avenue
Montgomery, Alabama 36104

CARMEN DOUGLAS
PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675
FAX: 334-625-2219

June 30, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Carmen Douglas 
Personnel Director

SUBJECT: Position Fill Request for Personnel Associate

I am requesting to fill one vacancy in the Personnel Department. A new classification was established during the June 23, 2015 Personnel Board meeting: "Personnel Associate". There is no need for additional funding. This position can be funded through a vacant Personnel Analyst position that is currently funded in the department budget. That position will not be filled.

This Personnel Associate position will be filled by Open-Competitive recruiting. It is my desire to have this processed and effective July 24, 2015. I am asking that you waive rules and present this item for approval at the next County Commission meeting on July 6, 2015.

CD/rw

ORIGINAL

POSITION FILL REQUEST

For Personnel Dept Use Only
Requisition #

Department Personnel Dept # 5197

Department Head Carmen Douglas

Supervisor Robbie Estes

Job Title Personnel Associate - 700191002 Class Code 0191

Number of Vacancies 1 Pay Grade A07

Proposed Effective Date July 24, 2015

TYPE OF APPOINTMENT xxx Permanent Temporary Provisional

RECRUITING (Select One)

 Promotional Register Transfer Upgrade
xx Open Competitive Register Re-employment

COMMENTS: _____

Carmen Douglas
Department Head

6/24/15
Date

Carmen Douglas
Cabinet Member (City Only)

6/24/15
Date

Carmen Douglas
Appointing Authority

6/24/15
Date

ADMINISTRATIVE REVIEW Approve Deny

Funding Authority/Budget Officer _____ Date _____

CERTIFICATION

Promotional Candidates Open-Competitive Candidates
Transfer Candidates Re-employment Candidates

Personnel Director _____ Date _____

FOR COUNTY USE ONLY

Manpower data entered by _____ Date _____
Payroll entered by _____ Date _____

Position Number _____

FOR CITY USE ONLY

 I certify this appointment is in compliance with the City of Montgomery nepotism policy.
 I declare kinship and request the nepotism policy be waived as justified on the attached document.

Signature _____

Revised 3/17/11

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

June 25, 2015

Mr. Donald L. Mims
County Administrator
Montgomery County Commission
Montgomery County Courthouse, Annex 1
P.O. Box 1667
Montgomery, AL 36102-1667

RE: Weatherization Assistance Program (WAP) Grant DOE-028-15

Dear Mr. Mims,

The Weatherization Assistance Program (WAP) Grant DOE-028-15 for Montgomery County in the amount \$103,228.00 has been awarded for the weatherization of 11 homes. CARPDC recommends that the contract be approved by the Montgomery County Commission. In addition, authorizing the Chairman, Commissioner Dean, to sign all agreements, understandings and contracts associated with the Weatherization Assistance Program (WAP) Grant DOE-028-15.

We are also anticipating the LIWAP 028-15 grant to be awarded by mid-August in the amount of \$49,635.00 for the weatherization of 6 homes. That grant is in the signature process at the State level at the writing of this letter. CARPDC will fulfill all obligations of both grants within the time frame allotted.

CARPDC Weatherization appreciates our partnership with the Montgomery County Commission and the opportunity to serve the residents of Montgomery County through administration of the WAP on behalf of the County. If you have any questions, please call or email me.

Sincerely,



Greg Clark,
Executive Director

OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

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

STATE OF ALABAMA

June 26, 2015

Honorable Elton Dean, Sr.
Chairman
Montgomery County Commission
c/o Central Alabama Regional Planning
and Development Commission
430 South Court Street
Montgomery, AL 36104

Dear Mr. Dean:

RE: Grant No. DOE-028-15

I am pleased to inform you that I have approved the enclosed Grant Agreement which provides your agency with **\$103,228.00** in funds to be utilized for the Weatherization Assistance Program during the Program Year 2015.

Please sign and witness both copies and return one original to the Energy Division. Retain the other copy for your files. Also enclosed for your signature are a Certification form, Disclosure Statement, and Beason-Hammon Compliance form that must be signed and returned along with the grant.

If you have any questions, please call Brenda Mock at (334) 353-5951.

Sincerely,

A handwritten signature in black ink, reading "Robert Bentley", is written over a circular embossed seal. The signature is fluid and cursive, with the first name "Robert" and last name "Bentley" clearly legible. The seal is partially obscured by the ink.

Robert Bentley
Governor

RB/BM/ks

Enclosures

cc: Mr. Greg Clark

SUBGRANT AGREEMENT WEATHERIZATION PROGRAM

Grant Agreement No.: DOE-028-15
Grant Amount: \$103,228.00

THIS AGREEMENT is entered into as of April 1, 2015, by and between the **Alabama Department of Economic and Community Affairs, Energy Division**, hereinafter, referred to as the "Department" or "ADECA," and the **Montgomery County Commission**, hereinafter, referred to as the "Subrecipient." The Agreement consists of fourteen typewritten pages and three attachments, as set forth and described below:

Subrecipient name (must match registered name in DUNS): Montgomery County Commission

Subrecipient's DUNS number: 099839086

Federal Award Identification Number ("FAIN"): DE-EE0006136

Federal Award Date: May 18, 2015

Subaward Period of Performance Start and End Date: April 1, 2015 – March 31, 2016

Amount of Federal Funds obligated by this action to the Subrecipient: \$103,228.00

Total amount of Federal Funds obligated to the Subrecipient: \$103,228.00

Total amount of Federal Award: \$2,047,091.00

Federal Award project description: Weatherization Assistance Program

Name of Federal awarding agency: U.S. Department of Energy

Pass-through entity: Alabama Department of Economic and Community Affairs

Contact information for awarding official: Jim Byard, Jr., Director

Identification of whether the Award is Research and Development: N/A

Indirect cost rate for the Federal Award: N/A

Terms and Conditions:

1. **PURPOSE:** The purpose of this Agreement is to assist the Department with its implementation of the Weatherization Assistance Program (WAP). The Subrecipient agrees to provide home weatherization assistance to qualified low-income persons in accordance with Department and Federal Regulations and Guidelines.
2. **FUNDING:** It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subrecipient under this Agreement exceed **\$103,228.00** for full and complete satisfactory performance. Any additional costs shall be borne by the Subrecipient. A budget itemizing allowable expenditures is attached and hereby made a part of this Agreement.
3. **DURATION:** The Subrecipient shall commence performance of this Agreement on **April 1, 2015**, and shall complete performance to the satisfaction of the Department not later than **March 31, 2016**.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1818

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

July 2, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Project Agreement regarding Sykes Enterprises Incorporated

At a previous County Commission meeting, Director of Corporate Development Justice Smyth with the Montgomery Area Chamber of Commerce briefed the Commission regarding a proposed Project Agreement by and between the City of Montgomery, Montgomery County Commission and Sykes Enterprises Incorporated.

At the Monday Commission meeting, Mr. Smyth will further explain the attached proposed Project Agreement, at which time he will be requesting that we waive rules and approve this item. In order for the Project Agreement to be voted upon, state law requires that a public hearing be conducted prior to approval and I have given proper notice of the public hearing, which will occur at our Commission meeting on Monday.

Should you have any questions, please contact me.

DLM/tn

Attachment

PROJECT AGREEMENT
BY AND BETWEEN
THE CITY OF MONTGOMERY,
MONTGOMERY COUNTY COMMISSION
AND
SYKES ENTERPRISES INCORPORATED

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (the "**Agreement**") is made and entered into by and between the **CITY OF MONTGOMERY, ALABAMA** ("**City**"), a municipal corporation organized under the laws of the State of Alabama and **MONTGOMERY COUNTY COMMISSION, MONTGOMERY, ALABAMA** ("**County**"), a political subdivision of the State of Alabama and **SYKES ENTERPRISES INCORPORATED**, a Florida corporation (the "**Company**"), as of the _____ day of _____, 2015. The City, County and the Company are each a "**Party**" to this Agreement and are collectively referred to as the "**Parties**".

RECITALS

WHEREAS, the Company wishes to construct and operate a facility in Montgomery, Alabama wherein the Company will provide back office and customer support (the "**Facility**" or the "**Project**") wherein it is endeavoring to employ at least 530 Full-Time Employees earning an average wage of at least \$10.00 per hour, exclusive of benefits, with a total capital investment in developing, constructing and equipping the Facility of not less than \$3,000,000; and

WHEREAS, in reliance on the Company's representations of the capital investment by the Company, employment, and the construction, performance and operation of the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City and County and its citizens, the City and County have committed to make available to the Company certain incentives in the manner and amounts described herein, subject to subject to applicable State and Federal laws.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the

following terms and conditions.

1. **Scope of Agreement.** This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the Recitals, as well as all exhibits, attachments, or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. **The Company's Commitments, Representations and Warranties.** In consideration of the City and County providing the incentives described herein, the Company makes the following commitments to the City and County:

(a) The Company acknowledges that the citizens of Montgomery, Alabama anticipate the prompt receipt of substantial economic benefit to the local and state economies in return for the investment of public money in the Project. The Company shall Commence Construction of the Facility not later than September 1, 2015 and the Company shall Commence Operations at the Facility not later than November 1, 2015 (the "Operations Commencement Outside Date").

(b) In furtherance of this Project, not later than December 31, 2019 (the "Capital Investment Outside Date"), the Company's total Capital Costs invested in the Facility shall be at least three million dollars (\$3,000,000) (the "Capital Investment Target").

(c) Not later than December 31, 2018 (the "Initial Jobs Target Date"), the Company shall employ at least three hundred (300) Full-Time Employees (the "Initial Jobs Target"). Not later than December 31, 2019 (the "Final Jobs Target Date"), the Company shall employ not less than five hundred thirty (530) Full-Time (the "Final Jobs Target") (together with the Initial Jobs Target, hereinafter collectively the "Jobs Targets").

(d) The Company shall give good-faith consideration to Alabama-based contractors and vendors and Alabama residents to provide products and services in developing, constructing, and operation of the Project. Contractors and vendors selected by the Company shall be in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company regardless of the state in which they are based.

(e) The Company shall give good-faith consideration for employment at the Project to qualified Alabama residents, subject in all cases to the

Company's then usual and customary hiring policies.

(f) The Company shall make available adequate funding to complete the development and construction of the Facility and conduct the Company's business.

(g) The Company is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in compliance with all Alabama laws applicable to its operations throughout the duration of this Agreement including any applicable employment and immigration laws.

(h) By signing this 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 this Agreement.

(i) The Company shall satisfy its obligations under any agreements with local government or private economic development organizations that relate to the Project.

(j) The Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

(k) The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law and (ii) to the extent that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Company to enter into this Agreement and make the commitments contained in this Agreement, any such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. Upon request by the City or County, reasonable documentation of the foregoing authority and action shall be provided by the Company to the City and County. The Company's legal counsel upon request shall furnish an opinion of counsel to the City and County in a form reasonably satisfactory to the City and County as to the matters set out in Subsections 2(g) and 2(j). In addition, upon request of the City or County, the Company's legal counsel shall furnish an opinion as to any other matters described herein requested by the City or County for which a legal opinion may appropriately and accurately be given. Further, the Company's accountants and other representatives shall upon request of the City or County furnish an opinion as to the matters described herein, for which an opinion may appropriately and

accurately be given.

3. Commitments of the City and County.

(a) In consideration of the Company constructing the Facility and conducting the business operations as described in the Recitals to this Agreement and the economic benefit to the State and local community to be realized from that operation, the City and County make available a total of up to one hundred fifty thousand dollars (\$150,000) (the "City and County Commitment") payable at the applicable 60% - 40% pro-rata share to reimburse the Company for Capital Costs incurred directly by the Company with regard to the Facility as is set out and defined below.

- (i) At signing of Project Agreement: \$30,000 from City and County
- (ii) At the end of Year 1:
(132 jobs and \$840,000 capex) \$30,000 from City and County
- (iii) At the end of Year 2:
(additional 132 jobs and \$840,000) \$30,000 from City and County
- (iv) At the end of Year 3:
(additional 132 jobs and \$840,000) \$30,000 from City and County
- (e) At the end of Year 4:
(additional 132 jobs and \$840,000) \$30,000 from City and County

(b) Payment to the Company under this Section 3 shall be made only in accordance with the provisions of Section 5 hereof. City will invoice County for their pro-rata share.

4. Recapture of Incentives. The Company acknowledges that the incentives offered by the City and County are based, in part, on the estimated economic impact that will be realized from the Capital Costs incurred in the Facility and additional payroll, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company agrees to the following provisions for recapture by the City and County of cash incentives that the City and County have paid to or for the benefit of the Company.

(a) Capital Investment Outside Date. If the Company has not reached the Capital Investment Target by the Capital Investment Outside Date, the Company shall pay to the City and County an amount equal to the product of: (i) the amount of the City and County Commitment actually received by the Company times; (ii) a fraction, the numerator of which is the Capital Investment Target less the total of all Capital Costs incurred by the Company for the Project as of the Capital Investment Outside Date and the denominator of which is the Capital Investment Target.

(b) Maximum Recapture Amount. Notwithstanding anything contained herein to the contrary, the maximum recapture amount that the City and County may recover from the Company will be the portion of the City and County Commitment actually received by the Company from the City and County hereunder.

(c) Recapture Rights Survive Termination of Agreement. The right of the City and County to recapture incentives shall survive the termination of this Agreement.

(d) Request for Extension. Notwithstanding any language in this Agreement to the contrary, the Company may at any time present information to the City and County that describes and documents any extenuating circumstances beyond the Company's control which the Company feels affects the Company's ability to meet any deadline under this Agreement. The City and County will consider any such information in good faith and may in its sole discretion grant an extension of any such deadline. The City and County may also in its sole discretion reduce the amount of any related recapture payment and/or extend the time for making any such payment.

5. Disbursements of the Contribution of the City and County to the Project. All reimbursements by the City and County to the Company on account of the Project shall be made only in accordance with the following procedure:

(a) Satisfaction of Conditions Precedent. Payment of the City and County contributions to the cost of developing, equipping and constructing the Facility shall be by reimbursement to the Company. It shall be the responsibility of the Company to provide to the Department of Finance, at the address stated in the section of this Agreement governing the giving of notices, satisfactory evidence that all of the conditions precedent to such payment as established by the terms of this Agreement or by law have been satisfied.

(b) Request for Reimbursement to the Company by the City and County. To request reimbursement for costs incurred for developing and constructing the Facility, the Company shall submit to the Department of Finance a "Request for Payment" using the form which is Exhibit A to this Agreement. This Request shall be accompanied by supporting documentation which demonstrates to the satisfaction of the City and County that the expenditures for which reimbursement is sought were incurred only for the developing or constructing of the Facility and satisfies the additional requirements of subsections (a) and (c) and if applicable subsection (d) of this Section. Payments to an affiliate of the Company shall not be eligible for reimbursement unless such payments are for costs paid by the affiliate to an unrelated third party or parties in one or more arm's length transactions for the development and/or construction of the Facility. In such case documentation of such payments by the affiliate to the third party shall also be provided. Requests for payments shall be made only for the full amount of the installment due at the time of the request and any request for a partial payment of any installment will not be processed.

(c) Certificate of Compliance. Each Request For Payment shall be

accompanied by a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an executive officer of the Company, certifying that the Company did achieve the Initial or Final Jobs Target as of the Initial or Final Jobs Target Date (as applicable) and that the Company has satisfied all of its other commitments and obligations hereunder. The City and County may require the Company to provide such other documentation that the City and County reasonably deems necessary to confirm the Company's certifications.

(d) Additional City and County Requirements. In addition to the requirements of subsections (a), (b) and (c) of this Section 5, upon request by the City or County the Company must provide to the Department of Finance the following documents or information:

(i) a certificate of the Facility Architect, Engineer, or other person or persons acceptable to the City and County, certifying that the work, materials, or labor for which Company is requesting reimbursement have been incorporated into, or installed at, the Facility; that they conform to the plans and specifications for the Facility or are items which the Company has previously identified to the City and County as being necessary to the developing and constructing of the Facility; or are another reimbursable expense;

(ii) a release by any third party, including a contractor, supplier, or any other entity that may be specified by the City and County, of claims against the City and County, and any entity specified by the City and County to be the subject of the release;

(iii) all approvals that might be required by statute or regulation before the Facility can be occupied and before Commencement of Operations, including, by way of example and not for limitation, a Certificate of Occupancy, permits, and licenses; and

(iv) such other documentation as is deemed necessary by the City and County to establish that the reimbursement will be for costs incurred for the developing, constructing and equipping of the Facility and will conform to the requirements of applicable law.

(e) Any Request for Payment from the City or County not received within two hundred forty (240) days following the Final Jobs Target Date will not be paid and the City and County shall have no further obligation to the Company under Section 3 of this Agreement.

6. Grounds for Termination of the Obligation of the City and County.

The obligations of the City and County hereunder may be terminated by the City or County upon the occurrence of any of the following events:

(a) Failure of the Company to achieve either of the Jobs Targets by the respective Jobs Target Dates specified herein.

(b) The determination by the City and County that any representations made by the Company or its agents in this Agreement are not true in any material respect.

(c) Failure of the Company to meet its Capital Investment Target at the Facility by the Capital Investment Outside Date

(d) Failure of the Company to Commence Operations at the Facility by the Operations Commencement Outside Date.

(e) Failure of the Company to materially satisfy any other commitment or satisfy materially any other of its obligations that relate to the Project described herein or to a local government or private economic development organization relating in any way to such Project.

(f) A Change of Control of the Company that occurs without the consent of the State, which consent the City and County shall not unreasonably withhold, during or before the expiration of the Jobs Maintenance Period. In the event of a termination due to a Change of Control, all funds paid by the City and County to the Company under Section 3(a) shall be immediately due and payable by the Company to the City and County.

7. **Costs and Expenses.** Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

8. **Assignment.** Absent the consent of the City and County, which shall not be withheld unreasonably, this Agreement is not assignable, except that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any financially solvent affiliate of the Company that agrees to assume assigned obligations of the Company in and to the Project; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the assignee under this Agreement unless specifically excused therefrom by the City and County, to be expressed in writing and signed by an authorized representative of City and County.

9. **Further Assurances.** The Parties agree to do all things and take all actions permitted by law required by this Agreement, to assist and enable the Company to establish the Facility during construction thereof and on an ongoing basis thereafter, including without limitation, the obtaining, negotiation, execution, and delivery of all necessary or desirable agreements, filings, consents, authorizations, approvals, licenses, or deeds.

10. **Section Titles and Headings.** The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

11. **Waivers.** Waiver of any of the obligations of any Party under this Agreement will be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or approvals, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

12. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

13. **Notices.** All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

To the City of Montgomery:

Mayor Todd Strange
City Hall
P. O. Box 1111
Montgomery, Alabama 36101-111

With a copy to:

Barry Crabb
Finance Director
City Hall
P.O. Box 1111
Montgomery, Alabama 36101-1111

To the Montgomery County Commission:

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

With a copy to:

Donald L. Mims
County Administrator
Montgomery County
Post Office Box 1667
Montgomery, Alabama 36102

To The Company:

Sykes Enterprises Incorporated
400 North Ashley Drive, Suite 2700
Tampa, Florida 33602
Attention: Ronald Pe Aguirre

With a copy to:

Sykes Enterprises Incorporated
400 North Ashley Drive, Suite 2700
Tampa, Florida 33602
Attention: Legal Department

or to such other address as the receiving Party shall have most recently identified to the sending Party pursuant to the provisions of this Section.

14. Definitions. For the purposes of this Agreement, the following terms shall have the meanings set out in this Section:

“Capital Costs” shall mean costs to develop, construct, renovate or equip the Project that are chargeable to a capital account (or could be chargeable if so elected), determined in accordance with generally accepted accounting principles.

“Change of Control” shall mean either:

(i) the acquisition by any “Person” (as the term “person” is used for the purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) of direct or indirect beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of the combined voting power of the then-outstanding securities of the Company entitled to vote in the election of directors, or

(ii) The consummation of a merger, consolidation, reorganization, statutory share exchange, or similar form of corporate transaction involving the Company, the sale or other disposition of all or substantially all of the Company’s assets.

“Commence Construction” or **“Commencement of Construction”** means that the physical work is being performed and pursued in a commercially reasonable manner, using appropriate equipment and manpower to develop, construct and equip the Facility and install necessary infrastructure to accomplish the objectives of the Project.

“Commence Operations” or **“Commencement of Operations”** shall mean that date the Company commences back office and customer support for the Project.

“Effective Date” means the date upon which this Agreement is signed by the

Mayor of the City of Montgomery and Chairman of the Montgomery County Commission.

“Full-Time Employee” shall mean a person (a) who is being paid directly by the Company for working at the Facility for not less than thirty-six (36) hours per work week, excluding any and all personnel whose workday is not fully dedicated to the Facility, (b) who the Company identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Industrial Relations on returns or reports filed with the foregoing, including but not limited to, IRS Form 941, and (c) who is eligible to participate under such benefit plans as are generally applicable to employees holding positions of like kind and character within either the company or other members of its control group within the United States of America. No employees of the Company, or any affiliate thereof, employed in the State of Alabama at the time hired at or transferred to the Facility shall constitute Full-Time Employees, except to the extent that the Company certifies to the City and County with respect to any such employee (a “Transferred Employee”) that it has not eliminated the Transferred Employee’s previous position at another facility of the Company or affiliate within the City and County that a new employee has been hired at such other facility to fill substantially the same job and in the same pay category as that held by the Transferred Employee.

15. Indemnification. The Company shall release, save, hold harmless, and indemnify the City and County, its elected officials, officers, employees, and agents (collectively, the “Indemnified Parties”) from and against any and all third party claims arising from the performance of any obligation herein, or arising from or in connection with any activity of the Company or any of the Company’s agents, contractors, or employees in connection with the Project, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from the City or County, shall defend the same at the Company’s expense by counsel satisfactory to the City and County. The foregoing indemnity

obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the improvements of the Project. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

16. **Entire Agreement; Amendment.** This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

17. **Governing Law.** The governing law of this Agreement shall be the law of the State of Alabama, without regard to conflicts of law provisions. Without waiving sovereign immunity, the Parties agree that any dispute between the Parties for which judicial resolution in the state or federal court system is appropriate shall be resolved in the courts of the State of Alabama or Federal courts located within the State of Alabama.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

SYKES ENTERPRISES, INCORPORATED

By: _____

Its: _____

DATE

CITY OF MONTGOMERY

By: _____
Todd Strange, Mayor DATE

MONTGOMERY COUNTY COMISSION

By: _____
Elton N. Dean, Sr. Chairman DATE

EXHIBIT A
TO PROJECT AGREEMENT BY AND BETWEEN THE CITY OF
MONTGOMERY, MONTGOMERY COUNTY COMMISSION
AND
SYKES ENTERPRISES, INCORPORATED

REQUEST FOR PAYMENT NO.

DATE:

TO:

CITY OF MONTGOMERY
FINANCE DEPARTMENT
POST OFFICE BOX 1111
MONTGOMERY, AL 36101-1111

FROM RECIPIENT: _____

RE: PROJECT _____

PROJECT AGREEMENT DATED: _____

AMOUNT REQUESTED: \$ _____

Pursuant to the Project Agreement for this Project, Recipient hereby requests payment in the amount specified above. Recipient certifies that all conditions for payment under the terms of the Project Agreement have been satisfied and that the expenditures for which reimbursement is being requested qualify for reimbursement under the Project Agreement and that each has been paid either directly by the Company or an affiliate of the Company. Submitted with this Request for Payment are invoices or other evidence of documentation of these costs and the payment thereof as specified in Section 5(b) of the Project Agreement.

SYKES ENTERPRISES, INCORPORATED

By: _____
Its: Authorized Representative



MONTGOMERY
PUBLIC SCHOOLS

ENGAGE. EDUCATE. INSPIRE

C. Timothy Baker
334-223-6862
Charles.baker@mps.k12.al.us

June 30, 2015

Dear County Commissioners:

Please accept this letter as a request to waive rules and place items on the agenda which will allow me to present an opportunity to collaborate with the County Commission to receive grant funding. This grant provides services to high risk students and their parents. This is an opportunity to write for an ADECA grant to provide prevention and interventions to students at risk of violence and / or drug abuse. The ADECA grant requires that a Government entity serves as the direct sub grantee of the State of Alabama. I am asking for the opportunity to present the grant information to the Commission, to request permission to apply for the grant, and for the County Commission to serve as the grant applicant. I apologize for the tardiness of the request, and appreciate your consideration.

Sincerely,

C. Tim Baker
At Risk and Safe and Drug Free Schools Coordinator
Montgomery Public Schools



MONTGOMERY
PUBLIC SCHOOLS

ENGAGE. EDUCATE. INSPIRE

Byrne JAG Prevention / Education / Early Intervention Grant (The Parent Project)

Montgomery Public Schools (MPS) proposes to apply for the Byrnes JAG Prevention, Education, and Intervention grant in partnership with Judge Kelly and the Montgomery County Court system to reduce violent crimes, and drug and alcohol abuse by juveniles in Montgomery County. MPS intends to teach the WhyTry curriculum to students referred by the juvenile court and to provide The Parent Project to the Parent(s) of the referred youth. The grant will provide funding for the curriculum, materials, supplies, training, and payment for trained educators to teach the curriculum.

The project is a cost reimbursement grant and grantees should be prepared to operate the programs for several months on existing cash reserves. The project does not have a funding match requirement. The grant allows for indirect costs while no cost will be accrued by the County Commission.

Budget

Draft

Counselors (4)	\$14,400.00
Administrator (1)	\$3,600.00
Security (1)	\$2,880.00
Materials and Supplies	\$3,620.00
Indirect Costs	\$500.00
TOTAL	\$25,000.00

Based on 40 weeks

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
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
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

July 2, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Ratification of Cooperative Agreement with the State Homeland Security

Sheriff Cunningham received a State Homeland Security Grant since our last Commission meeting, which required approval and submission by the closing date of June 30, 2015. In order to receive the grant of \$40,932, Chairman Dean executed the Grant Agreement.

I am requesting that the County Commission waive rules and ratify this Cooperative Agreement with the State Homeland Security for Grant Number 3AMS (FY2013).

Should you have any questions, please contact me.

DLM/tn

Attachment



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

June 17, 2015

MEMORANDUM

TO : Mr. Elton N. Dean, Sr.
County Commission

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : 3AMS Grant
One (1) Year Maintenance Agreement for Virtra Simulator

Attached are two (2) Cooperative Agreements for the 3AMS Grant which will be used for the one (1) year Maintenance Agreement for the Virtra Simulator. This matter is time sensitive as the closing date is June 30, 2015. Please sign both original Agreements as soon as possible so that we can obtain an invoice from Virtra for the Maintenance Agreement in order to remit payment in a timely manner.

Please let me know as soon as possible once it's signed and we will pick up from the County Commission.

DC/crv

7-2

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM**

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

1. Administrator Name & Address: Montgomery County Sheriff's Department 115 S. Perry Street Montgomery, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2013	4. Amount of: Federal: \$40,932.00 Total: \$40,932.00	5. Effective Dates Begin: 6/1/2015 End: 6/30/2015	6. Award Number: 3AMS

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Administrator, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2013 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Administrator and the Equipment Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Administrator and Equipment Recipient 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. The Administrator and Equipment Recipient must comply with Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations. The Administrator and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.
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 Administrator and Equipment Recipient agree to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by ALEA 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 Administrator has not expended the amount of federal funds that would require a compliance audit. The Administrator agrees to accept these requirements.
4. Non-Supplanting Agreement: The Administrator and the Equipment Recipient shall not use Federal Homeland Security Grant Program 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 Administrator may resume charging for the grant position.
5. Project Implementation: The Administrator and the Equipment Recipient agrees to implement all projects within 90 days following the award effective date or be subject to automatic cancellation of the award. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.
6. Written Approval of Changes: Any mutually agreed upon changes to this award must be approved in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this award. This procedure for changes to the approved award 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.

Initial Here D.C.

7-3

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

8. Bidding Requirements: The Administrator and Equipment Recipient 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. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.
9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Administrator must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; *however, at no time can the travel and lodging 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 not allowable and food/beverage expenses are restricted.
10. Terms of Grant Period: 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 funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.
12. Recording and Documentation of Receipts and Expenditures: The Administrator'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 awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.
13. Financial Responsibility: The financial responsibility of the Administrator must be such that the Administrator can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
 - a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;
 - 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;
 - 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.

Initial Here D.C. 7-4

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

14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Administrator and the Equipment Recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Administrator and the Equipment Recipient will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Administrator or the Equipment Recipient.

b. The federal procedures for managing equipment will be the responsibility of the Administrator. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

c. Disposition: Equipment shall be used 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. Property may be retained by the Administrator agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

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 Program (HSGP) funds will be checked 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 Marking: The Administrator and the Equipment Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

15. Performance: Funds may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those award conditions or other obligations established by ALEA. In the event the Administrator or the Equipment Recipient fails to perform the services described herein and has previously received an award from ALEA, the full amount of the payments made shall be reimbursed to ALEA. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, then a proportional reimbursement shall be made to ALEA for payments made.

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

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

17. Americans with Disabilities Act of 1990 (ADA): The Administrator and the Equipment Recipient 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: Administrators and Equipment Recipients 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 agreement 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 cooperative agreement, the Administrator and the Equipment Recipient 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 recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.
23. Publications: The Administrator agrees that all publications created with funding under this award 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 Administrator also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Administrator.
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 awards 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 ALEA guidelines or "Special Conditions" placed on the award.
26. Compliance Agreement: The Administrator and the Equipment Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.
27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

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**COOPERATIVE 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. Funds may be used to cover only the portion of the rental/lease period that occurs during the award 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 ALEA. 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 (SAA, ALEA) 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 award (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (ALEA). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for the space. Please note that the award can only be charged for the portion of rental costs in accordance with the above requirements. The award cannot be used for mortgage payments, as this is unallowable.

28. **Suspension or Termination of Funding:** ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Administrator or Equipment Recipient 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 award, 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 issued.

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

e. Filing a false certification, other report or document.

f. Other good cause shown.

29. **National Incident Management System (NIMS):** The SAA met the NIMS compliance requirements in order to receive FY14 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY14 Homeland Security Grant Program funding.

a. The Administrator of FY14 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any Administrator allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.

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**COOPERATIVE 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 Equipment Recipient agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Administrator will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Administrator must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Administrator will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the US DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total \$5,000.00 or more, a new signature sheet by stakeholders is required to be submitted with the BDW revision. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.
- b. In regard to Law Enforcement, the Administrator agrees to spend the appropriate percentage of this award in compliance with US DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.
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 Administrators 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 Administrator's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
 - Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
 - Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard.
 - Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible.
 - Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained.
 - Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments.

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

- b. Budget detail worksheets will document program expenses as prescribed in other sections of the Homeland Security Grant Program guidance. Budget detail worksheets will be prepared and provided to ALEA 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. **Exercises:** All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with 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 guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.
34. **Overtime and Backfill:** Administrators must read and comply with the funding restrictions provided in FY14 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.
- 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), US 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 US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend 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 ALEA and documented/approved in budget detail worksheets. Additionally, the Administrator must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Administrators must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding. MMRS funds may not be used for any type of construction.
36. **Special Instructions:** This grant is for costs related to sustainment of the virtual/simulated active shooter trainer.

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CERTIFICATION BY THE ADMINISTRATOR

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

Name: Derrick Cunningham
Title: Sheriff
Agency Address: 115 S. Perry St., Mtgy. AL 36104
Phone Number: 334.832.1104
Fax Number: 334.832.7113
Mobile Number: 334 850.1329
E-Mail Address: DerrickCunningham@mc-ala.org
Signature: [Signature] Date: 6/16/15

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name: Elton N. Dean, Sr.
Title: Chairman
Agency Address: 101 S. Lawrence St., Mtgy. AL 36104
Phone Number: 334.832.1210
Signature: _____ Date: _____

NOTE: THE HS POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. ANY STAFF FUNDED UNDER THIS AWARD MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.

Name: _____
Title, Agency, Agency Address, Phone Number: _____
Signature: _____ Date: _____

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier
Title: Secretary, Alabama Law Enforcement Agency
Signature: [Signature] Date: 6/19/2015

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

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

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

Alabama Law Enforcement Agency
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 ALEA Accounting Office by:					
				(Date)	

NOTE: The audit or written certification must be submitted to ALEA, *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 award 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 ALEA, 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 award being delayed and/or cancelled.

Form Completed By
Name:

Ethan N. Dean, Sr. Title: Chairman

Signature:

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Memorandum

To: Donald L. Mims, County Administrator

From: Myrtle Singleton, Purchasing Manager

Date: June 26, 2015

Re: Contract 51901-15B-022,
Garbage Collection Service for County Building

I have been advised that Alabama Dumpster Service, LLC, the low bidder of item 4 in the amount of \$1,041.60 per year has denied the request to provide services and has withdrawn their bid on the above referenced Invitation to Bid.

I recommend that the Commission waive rules and accept Amendment No. 1 to the next low bidder of item 4, Seacoast Disposal, in the amount of \$1,350.96 per year at the meeting on July 6, 2015. This amendment will provide garbage collection services for Montgomery County Jail at 225 S. McDonough Street. (Copy of spreadsheet attached.)

This amendment to the contract will begin July 6, 2015 and will end June 30, 2018.

Amendment has been coordinated with Derrick Cunningham, Sherriff.
Attachment

**Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102**

Amendment
To
Contract # 51901-15B-022

Amendment No. 1

Contract for garbage collection services for Montgomery County, to be provided at Montgomery County Jail, 225 S. McDonough Street, Montgomery, AL 36104 is hereby amended as follows:

The following location will be added to the contract, Montgomery County Jail. Garbage collection services will be provided on a monthly basis at \$112.58 per month, which should be billed to Montgomery County Jail, P. O. Box 1667, Montgomery, AL 36102-1667

All other provisions of the contract remain the same.

WITNESS:

SEACOAST DISPOSAL, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 51901-15B-022				Advanced Disposal Attn: Darryon Robinson 1121 Wilbanks Street Montgomery, AL 36108 Phone: 866-252-0458 Fax: 334-283-2670		Alabama Dumpster Service Attn: Landon Dansby P. O. Box 279 Hope Hull, AL 36043 Phone: 334-288-1500		Sea Coast Disposal, Inc. Attn: Matthew Brigance 3461 Coosada Ferry Road Montgomery, AL 36111 Phone: 910-233-2862		Toter NO BID		Prices paid for garbage collection the last 3 years: Waste Away (6,7,8,9 & 10) Advanced Disposal (1,2,3,4 & 5)	
ISSUED: MAY 7, 2015													
BID OPENED: MAY 20, 2015													
SUPPORT SERVICES													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Dumpster: Annex I	MO	12	\$285.78	\$3,429.36	\$416.64	\$4,999.68	\$281.45	\$3,377.40			\$285.78	\$3,429.36
2	Dumpster: Annex II	MO	12	\$64.00	\$768.00	\$104.16	\$1,249.92	\$337.74	\$4,052.88			\$64.00	\$768.00
3	Dumpster: Youth Facility	MO	12	\$172.00	\$2,064.00	\$234.36	\$2,812.32	\$168.87	\$2,026.44			\$172.00	\$2,064.00
4	(2)Dumpster: MCDF	MO	12	\$188.00	\$2,256.00	\$86.80	\$1,041.60	\$112.58	\$1,350.96			\$188.00	\$2,256.00
5	Dumpster: Probate East	MO	12	\$38.00	\$456.00	\$70.00	\$840.00	\$56.29	\$675.48			\$38.00	\$456.00
6	Dumpster: Probate/Revenue West	MO	12	\$75.00	\$900.00	\$86.80	\$1,041.60	\$56.29	\$675.48			\$63.00	\$756.00
7	Dumpster: Sheriff Firing Range	MO	12	\$75.00	\$900.00	\$98.00	\$1,176.00	\$56.29	\$675.48			\$63.00	\$756.00
8	Roll-Out : Flatwood	MO	12	\$22.00	\$264.00	\$36.00	\$432.00	\$25.00	\$300.00			\$25.00	\$300.00
9	Dumpster: Engeering Shop	MO	12	\$75.00	\$900.00	\$86.80	\$1,041.60	\$56.29	\$675.48			\$63.00	\$756.00
10	Dumpster: Pike Road	MO	12	\$75.00	\$900.00	\$98.00	\$1,176.00	\$56.29	\$675.48			\$63.00	\$756.00
	16 BIDS MAILED												
Total Bid Amount(Items 1 through 10)					\$12,837.36		\$15,810.72		\$14,485.08				\$12,297.36

Notes Items 11, 12, 13A and 13B on next page

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 51901-15B-022				Advanced Disposal Attn: Darryon Robinson 1121 Wilbanks Street Montgomery, AL 36108 Phone: 866-252-0458 Fax: 334-283-2670		Alabama Dumpster Service Attn: Landon Dansby P. O. Box 279 Hope Hull, AL 36043 Phone: 334-288-1500		Sea Coast Disposal, Inc. Attn: Matthew Brigance 3461 Coosada Ferry Road Montgomery, AL 36111 Phone: 910-233-2862		TOTER NO BID		Prices paid for garbage collection the last 3 years; Waste Away (12) Advanced Disposal (11 & 13A)	
ISSUED: MAY 7, 2015													
BID OPENED: MAY 20, 2015													
SUPPORT SERVICES													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
11	Dumpster: Open Top Ramer 20 CY												
	Haul Charge	EA	24	\$87.50	\$2,100.00	\$160.00	\$3,840.00	\$100.00	\$2,400.00			\$140.00	\$3,360.00
	Landfill Cost Per Ton	EA	24	\$35.00	\$840.00	\$36.00	\$864.00	\$40.00	\$960.00			\$38.50	\$924.00
				\$122.50	\$2,940.00	\$196.00	\$4,704.00	\$140.00	\$3,360.00			\$178.50	\$4,284.00
12	Compactor: 20 CY Courthouse												
	Haul Charge	EA	26	\$125.00	\$3,250.00	\$125.00	\$3,250.00	\$100.00	\$2,600.00			\$125.00	\$3,250.00
	Landfill Cost Per Ton	EA	270	\$35.00	\$9,450.00	\$33.00	\$8,910.00	\$40.00	\$10,800.00			\$28.00	\$7,560.00
				\$160.00	\$12,700.00	\$158.00	\$12,160.00	\$140.00	\$13,400.00			\$153.00	\$10,810.00
13A	Compactor: 40CY Ramer Rental - New	MO	12	\$425.00	\$5,100.00	\$405.00	\$4,860.00	\$275.00	\$3,300.00			\$475.00	\$5,700.00
	Haul Charge	EA	104	\$125.00	\$13,000.00	\$160.00	\$16,640.00	\$100.00	\$10,400.00			\$140.00	\$14,560.00
	Landfill Cost Per Ton	EA	494	\$35.00	\$17,290.00	\$36.00	\$17,784.00	\$40.00	\$19,760.00			\$38.50	\$19,019.00
				\$585.00	\$35,390.00	\$601.00	\$39,284.00	\$415.00	\$33,460.00			\$653.50	\$39,279.00
13B	Compactor: 40CY Ramer Rental - Re-conditioned	MO	12	\$375.00	\$4,500.00	\$405.00	\$4,860.00	\$275.00	\$3,300.00				
	Haul Charge	EA	104	\$120.00	\$12,480.00	\$160.00	\$16,640.00	\$100.00	\$10,400.00				
	Landfill Cost Per Ton	EA	494	\$35.00	\$17,290.00	\$36.00	\$17,784.00	\$40.00	\$19,760.00				
				\$530.00	\$34,270.00	\$601.00	\$39,284.00	\$415.00	\$33,460.00				
Total Bid Amount of Items 11,12 and 13A					\$51,030.00		\$56,148.00		\$50,220.00				
Total Bid Amount of Items 11,12 and 13B					\$49,910.00		\$56,148.00		\$50,220.00				\$54,373.00

Notes

7-8

Memorandum

To: Donald L. Mims, County Administrator

From: Myrtle Singleton, Purchasing Manager *ms myr jmc*

Date: July 1, 2015

Re: Invitation to Bid No. 52110-14B-026
Sheriff's Leather and Accessories

Request that rules be waived and approve award on the above referenced Invitation to Bid to the next lowest bidder, Gulf States Distributor, in the amount of \$8,844.25, based on unit pricing, at the July 6, 2015, meeting of the Commission. See attached letter cancelling contract with GT Distributors of GA, Inc.

The contract will be July 14, 2015, to November 6, 2015, with the option to renew for two (2) years in one year periods. A price escalation of not more than 5% per year shall be allowed.

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
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

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210

FAX (334) 832-2533
TDD (334) 265-3568

www.mc-ala.org

June 5, 2015

Mr. Clint Welch, Contracts & Managed Accounts Supervisor
GT Distributors of GA, Inc.
100 McFarland Avenue
Rossville, GA 3071

Dear Mr. Welch:

Attached is a copy of Contract Number 52110-14B-026, in which your company was to provide leather and accessories to Montgomery County Sheriff Office. The contract has a provision in paragraph three (3) that states "That Montgomery County Commission and GT Distributors of GA may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice by either party." Based on the information provided by the Sheriff's Office, on several occasions GT Distributors of GA has failed to deliver leather and accessories within seven (7) working days after receipt of order as specified in the Invitation to Bid.

As per the terms of the agreement, we are terminating the contract effective July 13, 2015

Sincerely,



Donald L. Mims
County Administrator

DLM/ms

Attachment

cc: Derrick Cunningham, Sheriff

9-2



Gulf States Distributors
6000 E Shirley Lane Montgomery, AL 36117
(334-271-2010) 1-800-223-7869 Fax: 334-279-9267
Distributors of Quality Law Enforcement Products

June 25, 2015

Montgomery County Commission
101 S Lawrence ST
Montgomery AL 36102

Dear MS. Singleton,

Gulf States Distributors would like to fulfil the contract on bid # 52110-14B-026 dated 9/25/14, and we will honor all unit pricing. If you have additional questions please feel free to contact me. Thank you in advance for this opportunity.

Thank you,

Theresa Floyd
Office Manager

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-14B-026				GULF STATES DISTRIBUTORS (334)271-2010		GT DISTRIBUTORS OF GA, INC. (800)241-8950		AZAR'S UNIFORMS (334)244-1133		CPR SAVERS & FIRST AID SUPPLY (480)422-8367		GALLS. LLC (800)876-4242	
DATE ISSUED: SEPTEMBER 25, 2014													
DATE OPENED: OCTOBER 9, 2014													
SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	OUTER BELT 24"-44"	EA	25	\$29.86	\$746.50	\$26.69	\$667.25	\$44.00	\$1,100.00	\$33.51	\$837.75	\$34.00	\$850.00
	OUTER BELT 46"-UP	EA	25	\$32.28	\$807.00	\$31.31	\$782.75	\$44.00	\$1,100.00	\$36.23	\$905.75	\$36.00	\$900.00
2	INNER BELT 24"-44"	EA	25	\$13.13	\$328.25	\$12.73	\$318.25	\$22.00	\$550.00	\$14.75	\$368.75	\$8.80	\$220.00
	INNER BELT 56"-66"	EA	25	\$15.49	\$387.25	\$14.92	\$373.00	\$22.00	\$550.00	\$17.39	\$434.75	\$8.80	\$220.00
3	HOLSTER	EA	25	\$135.00	\$3,375.00	\$99.89	\$2,497.25	\$137.00	\$3,425.00	\$107.68	\$2,692.00	\$95.00	\$2,375.00
4	MAGAZINE CARRIER	EA	25	\$22.03	\$550.75	\$21.37	\$534.25	\$36.00	\$900.00	\$27.68	\$692.00	\$26.50	\$662.50
5	BATON HOLDER	EA	25	\$10.71	\$267.75	\$10.94	\$273.50	\$18.00	\$450.00	\$12.01	\$300.25	\$13.50	\$337.50
6	FLASHLIGHT CARRIER	EA	25	\$6.58	\$164.50	\$6.49	\$162.25	\$13.00	\$325.00	\$6.73	\$168.25	\$7.00	\$175.00
7	FLASHLIGHT CARRIER	EA	25	\$12.66	\$316.50	\$12.28	\$307.00	\$21.00	\$525.00	\$14.22	\$355.50	\$11.00	\$275.00
8	HANDCUFF CASE	EA	25	\$16.01	\$400.25	\$15.52	\$388.00	\$26.00	\$650.00	\$17.96	\$449.00	\$18.50	\$462.50
9	PLAIN BELT	EA	25	\$22.80	\$570.00	\$22.13	\$553.25	\$13.00	\$325.00	\$27.96	\$699.00	\$46.00	\$1,150.00
10	BLACK NYLON BELT	EA	25	\$16.32	\$408.00	\$17.38	\$434.50	\$34.00	\$850.00	\$18.32	\$458.00	\$19.00	\$475.00
11	HANDCUFF CASE	EA	25	\$10.71	\$267.75	\$10.71	\$267.75	\$18.00	\$450.00	\$12.01	\$300.25	\$12.50	\$312.50
12	MACE HOLDER	EA	25	\$10.19	\$254.75	\$9.89	\$247.25	\$18.00	\$450.00	\$11.44	\$286.00	\$11.50	\$287.50
TOTAL BID AMOUNTS					\$8,844.25		\$7,806.25		\$11,650.00		\$8,947.25		\$8,702.50

Notes:

33 BIDS MAILED

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-14B-026				NAFECO, INC. (800)322-6233		BODY ARMOR OUTLET. LLC (888)884-2427							
DATE ISSUED: SEPTEMBER 25, 2014													
DATE OPENED: OCTOBER 9, 2014													
SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	OUTER BELT 24"-44"	EA	25	\$34.50	\$862.50	\$33.72	\$843.00						
	OUTER BELT 46"-UP	EA	25	\$37.50	\$937.50	\$36.45	\$911.25						
2	INNER BELT 24"-44"	EA	25	\$15.25	\$381.25	\$14.83	\$370.75						
	INNER BELT 56"-66"	EA	25	\$18.00	\$450.00	\$17.50	\$437.50						
3	HOLSTER	EA	25	\$119.25	\$2,981.25								
4	MAGAZINE CARRIER	EA	25	\$25.50	\$637.50	\$27.84	\$696.00						
5	BATON HOLDER	EA	25	\$12.50	\$312.50	\$9.79	\$244.75						
6	FLASHLIGHT CARRIER	EA	25	\$7.50	\$187.50								
7	FLASHLIGHT CARRIER	EA	25	\$14.75	\$368.75	\$14.30	\$357.50						
8	HANDCUFF CASE	EA	25	\$12.50	\$312.50	\$18.08	\$452.00						
9	PLAIN BELT	EA	25	\$17.25	\$431.25								
10	BLACK NYLON BELT	EA	25	\$19.00	\$475.00	\$18.43	\$460.75						
11	HANDCUFF CASE	EA	25	\$12.50	\$312.50	\$12.38	\$309.50						
12	MACE HOLDER	EA	25	\$11.75	\$293.75	\$11.79	\$294.75						
TOTAL BID AMOUNTS					\$8,943.75		\$5,377.75						

Notes: 33 BIDS MAILED

9-5

3% Local Bid Preference Calculation

Lowest Bid:

Galls, LLC \$ 8,702.50

3% Local Preference 261.08

Maximum Awardable Amount \$ 8,963.58

Montgomery County Vendor Bid:

Gulf States Distributors \$ 8,844.25

Award of bid:

Gulf States Distributors \$ 8,844.25

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTUAL AGREEMENT

CONTRACT NO. 52110-14B-026

THIS CONTRACTUAL AGREEMENT made and entered into on the 6th day of July, 2015, by and between Gulf States Distributors located in Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Gulf States Distributors agrees to furnish Sheriff's Office leather and accessories for the Montgomery County Sheriff's Office, in accordance with all the provisions of Invitation to Bid No. 52110-14B-026, as issued by the Montgomery County Commission on September 25, 2014, (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Gulf States Distributors and Montgomery County Commission agrees as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the Contract will begin on July 14, 2015 and will end on November 6, 2015, with the option to renew for two (2) years, in one year periods. A price escalation may be allowed but shall not exceed 5% per year. That prices shall remain firm for the first year of the contract period.
3. That Montgomery County Commission and Gulf States Distributors may terminate this agreement at anytime during the contract period by giving a thirty (30) day written notice by either party.
4. That Gulf States Distributors will furnish leather and accessories for the Sheriff's Office at prices stipulated in Invitation to Bid No. 52110-14B-026.
5. That Gulf States Distributors shall at all times be in compliance with all specifications and

special provisions of the Invitation to Bid.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 6th day of July, 2015.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
Engineering Department
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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

June 23, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
6/23/15

SUBJECT: Agreement for Maintenance of Nature Trail on Marler Road

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement concerning construction, maintenance, and operation of the proposed nature trail to be constructed on the right-of-way of Marler Road. This agreement is almost identical to the current agreement we have in place with the Town of Pike Road for their existing nature trail on Meriwether Road. Specifically, the Town of Pike Road will be responsible for maintaining the right-of-way from the edge of pavement of the roadway to the right-of-way line on the side of Marler Road upon which the trail is located.

If approved please have attached agreement executed and return to this office for further processing.

GCS/gcs

AGREEMENT FOR MAINTENANCE OF NATURE TRAIL ON MARLER ROAD

WHEREAS representatives of the Town of Pike Road (Town) and the Montgomery County Commission (County) have expressed interest in entering into an agreement concerning construction, maintenance, and operation of a nature trail (trail) along the west side of the right-of-way of Marler Road from the north right-of-way line of Vaughn Road (SR-110) northward approximately 2.10 miles to a point just north of the north right-of-way line of Oakfusi Trail as illustrated by the attached map and in accordance with construction plans prepared by Goodwyn, Mills and Cawood, Inc.;

NOW THEREFORE it is mutually agreed between the County and the Town as follows:

1. The County agrees to allow construction of said trail along the right-of-way of Marler Road with the understanding that said trail shall be solely the responsibility of the Town and not the responsibility of the County.
2. The Town shall be responsible for maintenance of the right-of-way from the edge of the roadway pavement to the right-of-way line on the side of Marler Road upon which the trail is located.
3. The Town shall provide the necessary labor, materials, and equipment required to maintain the stone surface trail including associated structures, facilities and other appurtenances for the entire length of said trail at no expense to the County.
4. The Town shall mow the grassed portion of the right-of-way along both sides of said trail on a regular schedule during the growing season at no expense to the County.
5. Routine removal of trash and debris along said trail shall be responsibility of the Town at no expense to the County. Placement of any trash receptacles by the Town along said trail shall be done in accordance with Alabama Department of Transportation clear zone requirements at no expense to the County.
6. Traffic control and safety signage, including Trail Rules placards, may be posted by the Town at regular intervals along said trail provided they are done in accordance with Alabama Department of Transportation clear zone requirements at no expense to the County.
7. The Town acknowledges and agrees that it will at all times indemnify and save harmless the County against any and all claims, demands, actions, or causes of action for personal injury, death, pain and suffering, emotional distress medical expenses, loss of wages, property damage, expenses or damages of any kind, whether described herein or not, arising out of, connected with, caused in any manner by, or in any way resulting from or related to the Town's construction, maintenance and operation of said trail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers duly authorized on the _____ day of _____, 2015.

MONTGOMERY COUNTY COMMISSION

TOWN OF PIKE ROAD

Elton N. Dean, Chairman

Gordon Stone, Mayor

Attest: County Administrator

Attest: Town Clerk

RESOLUTION

BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION, ALABAMA, that the County enter into an agreement with the Town of Pike Road concerning the construction, maintenance, and operation of a nature trail along the west side of the right-of-way of Marler Road from the north right-of-way line of Vaughn Road (SR-110) northward approximately 2.10 miles to a point just north of the north right-of-way line of Oakfuski Trail, and that the agreement be executed in the name of the County by the Chairman of the Commission for and on its behalf and that it be attested by the County Administrator and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Administrator.

Passed, adopted, and approved this _____ day of _____, 2015.

ATTESTED:

County Administrator

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

I, the undersigned administrator of the Montgomery County Commission do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the _____ day of _____, 2015, and that such resolution is recorded in the Minute Book of the County.

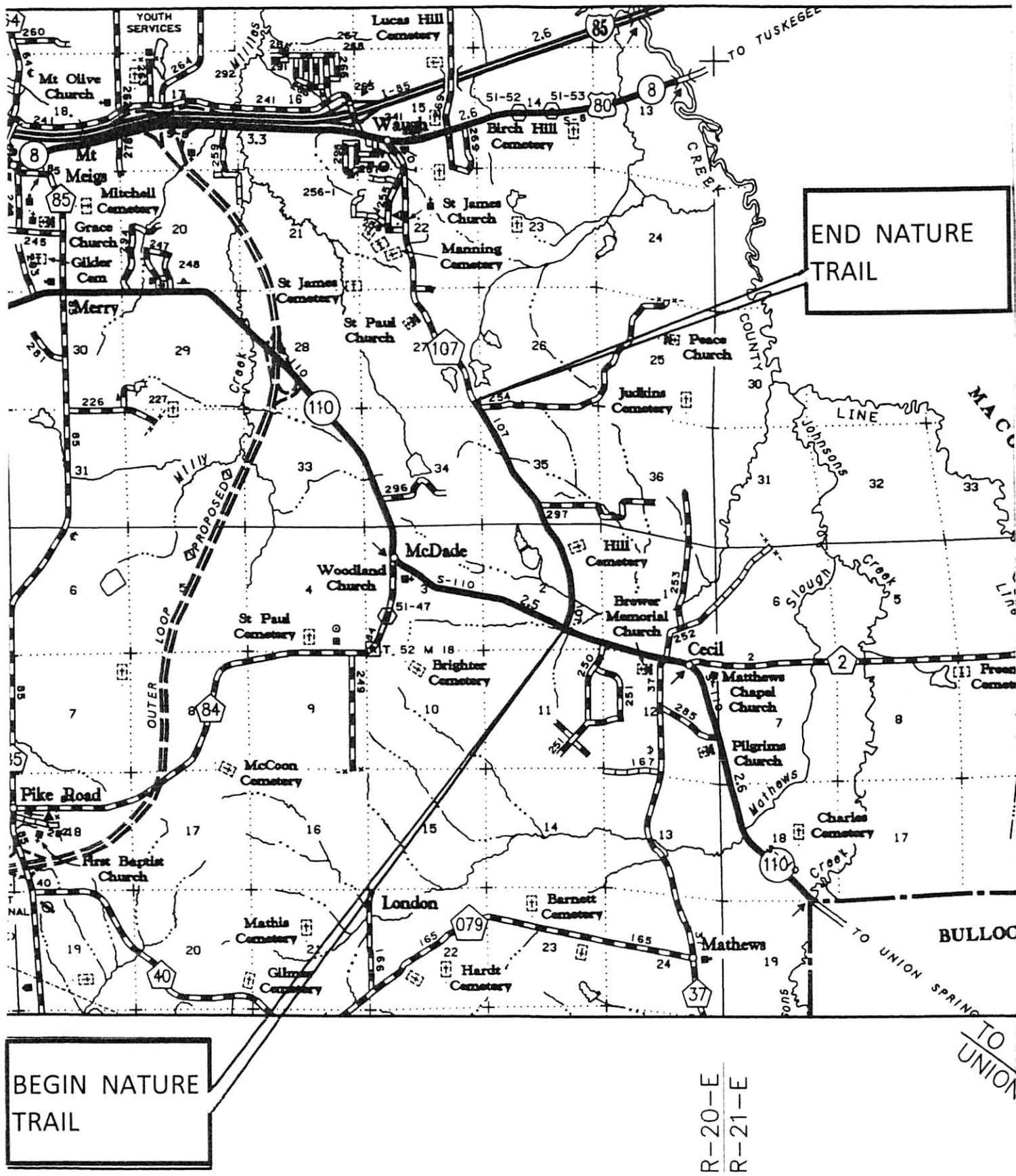
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this _____ day of _____, 2015.

County Administrator

SEAL

10-3

MONTGOMERY COUNTY, ALABAMA



10-4

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

Engineering Department

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

GEORGE C. SPEAKE, PE, PLS

COUNTY ENGINEER

JAMES M. KELLEY, PE

ASSISTANT COUNTY ENGINEER

(334) 832-1310

FAX (334) 832-7190

www.mc-ala.org

June 24, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
6/24/2015

SUBJECT: Approval of Agreement for Resurfacing
Mt. Zion Road from Davis Crossroads to Woodley Road
Project No. STPAA-5114(252), MCP 51-76-15, CPMS Ref. #100063625

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for Resurfacing Mt. Zion Road (CR-39) from Davis Crossroads to Woodley Road, Project No. STPAA-5114(252), MCP 51-76-15, CPMS Ref. #100063625.

If approved please have attached agreement executed and return to this office for further processing.

GCS/gcs

Attachment

cc; File

11-1



ALABAMA DEPARTMENT OF TRANSPORTATION
Bureau of County Transportation

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060
Phone: (334) 242-6207 FAX: (334) 353-6530
Internet: <http://www.dot.state.al.us>



Robert Bentley
Governor

John R. Cooper
Transportation Director

June 24, 2015

Chair of County Commission
Montgomery County Commission
Montgomery, Alabama

RE: STPAA-5114 (252)
MCP 51-76-15
Montgomery County

Dear Chair of County Commission:

Attached is the original Agreement between the Alabama Department of Transportation and Montgomery County covering the financing of construction costs for the above project.

It will be appreciated if you will have this Agreement executed and returned to this office for further approval and distribution. Upon approval of all parties concerned, a properly executed copy of the Agreement will be sent to you for your information and files.

Sincerely,

D. E. Phillips, Jr., P.E.
State County Transportation Engineer

DEP:MBH:mh

Attachment

cc: Mr. Clay McBrien
Mr. George Speake
Mr. George Conner
File

PLEASE DO NOT EXECUTE THE
FAXED COPY OF AGREEMENT !!!

A G R E E M E N T - F A

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT of TRANSPORTATION, party of the first part (hereinafter called the STATE), and MONTGOMERY COUNTY, ALABAMA, (FEIN 63- 6001653) party of the second part (hereinafter called the County):

W I T N E S S E T H

WHEREAS, the STATE and COUNTY desire to cooperate in the resurfacing of CR-39 (Mt. Zion Road) from Davis Crossroads to Woodley Road. Length- 6.327 miles. Project# STPAA-5114 (252), MCP 51-76-15, CPMS Ref. #100063625.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

A. The COUNTY will furnish all Right-of-Way for project without cost to the STATE or this Project.

B. The COUNTY will adjust and/or relocate all Utilities on the project without cost to the STATE or this project.

C. The COUNTY will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the STATE or this Project. The plans will be subject to the approval of the STATE and the project will be constructed in accordance with the plans approved by the STATE and the terms of this Agreement.

D. The COUNTY will furnish all construction engineering for the project with County forces or with a consultant selected by the STATE or with State forces as a part of the project cost.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

F. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the COUNTY for the permit, and shall comply with all requirements of the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.

G. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount. Any deficiency in Federal Aid or overrun in construction costs will be borne by the County from County Federal Aid funds, if available, and from County funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.

H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds (2013)	\$ 139, 471.43
FA Funds (2014)	533, 000.00
FA Funds (2015)	376, 129.00
County Funds	<u>262, 150.36</u>
Total (Incl. E&I and Indirect Cost)	\$1, 310, 751.78

I. The STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened.

J. The COUNTY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

K. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

M. Upon completion and acceptance of this project, the COUNTY will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

N. The COUNTY will be responsible at all times for all of the work performed under this agreement and, the COUNTY will protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this agreement.

O. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

P. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

Q. Exhibit M is attached hereto as a part hereof.

R. Exhibit N is attached hereto as a part hereof.

S. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY:
(Signature) Chairman
Montgomery County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

STATE OF ALABAMA,
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION

State County Transportation Engineer
D. E. Phillips, Jr., P.E.

Chief Engineer
Ronald L. Baldwin, P.E.

This agreement has been legally reviewed
and approved as to form and content:

Jim R. Ippolito, Jr., Chief Counsel
Alabama Department of Transportation

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE _____ DAY
OF _____, 20_____.

GOVERNOR OF ALABAMA
ROBERT BENTLEY

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Montgomery County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

Resurfacing of CR-39 (Mt. Zion Road) from Davis Crossroads to Woodley Road. Length- 6.327 miles. Project# STPAA-5114 (252), MCP 51-76-15, CPMS Ref. #100063625;

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this _____ day of _____,

20_____.

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

_____ day of _____, 20_____, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

_____ day of _____, 20_____.

County Clerk

SEAL

11-6

7/18/90

**EXHIBIT M
CERTIFICATION**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:

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 Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS:

If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

ADR CLAUSE:

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation 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 Office of Administrative Hearings or where appropriate, private mediators.

AMENDED ALABAMA IMMIGRATION LAW:

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

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
Engineering Department
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

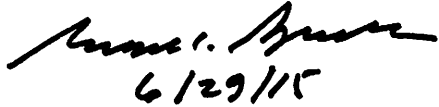
ESTABLISHED 1816

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

June 29, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake 
County Engineer
6/29/15

SUBJECT: Approval of Resolution for Project No. MCP 51-77-16
Resurfacing Pike Road (5.880 miles)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Resolution for Project No. MCP 51-77-16 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing. If you have any questions, please contact James Kelley at 832-1342.

GCS/jmk
Attachments
C: File

12-1

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-77-16

STATE OF ALABAMA

WHEREAS, the County Commission of Montgomery County, Alabama, is desirous of constructing or improving, by force account, by contractor or both, a section of road included in the Montgomery County Road System and described as follows:

Resurfacing Pike Road (CR-85) from Wallahatchie Road (CR-83) north to US 80 for a length of 5.880 miles.

Link Node and Location maps are attached.

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on this project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2015.

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

Daniel Harris, Jr., Vice Chairman

Jiles Williams, Jr., Member

Ronda M. Walker, Member

Andrew D. Hall, Member

12-3

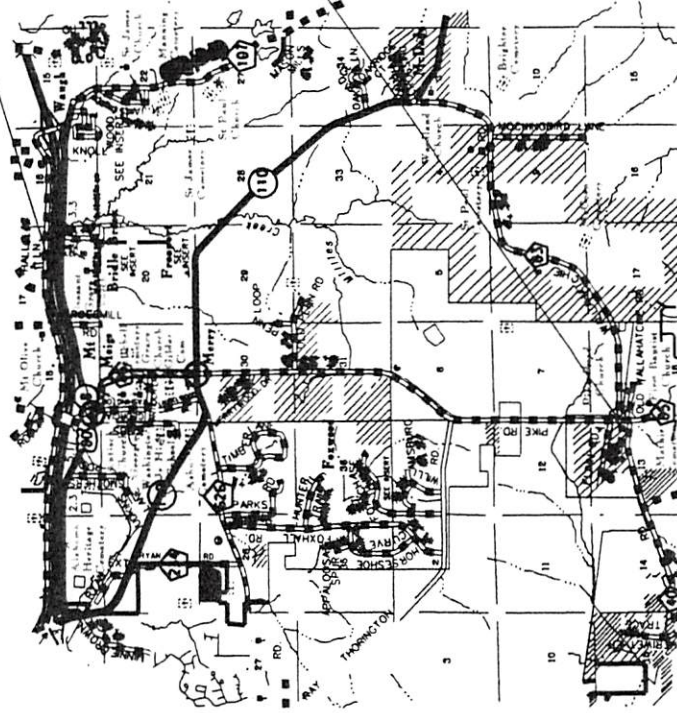
MONTGOMERY COUNTY

LOCATION: (A)CR-85 (PIKE RD.) FROM WALLAHATCHIE ROAD CR-83 NORTH TO US 80.

PIKE RD. CO. RD. 85
(5.880 MILES)

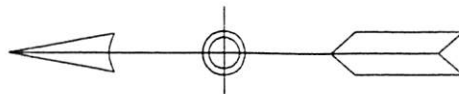
310+47
END PROJECT/WORK

0+00
BEGIN PROJECT/WORK



T-16-N
T-15-N

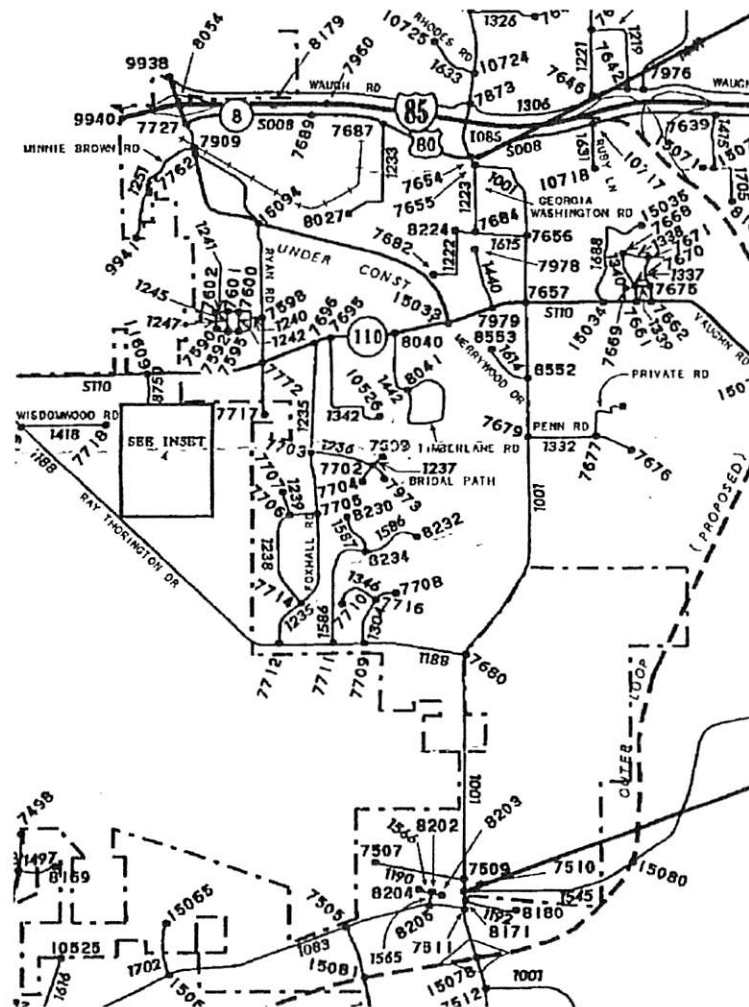
R-19-E | R-20-E



PIKE RD. CO. RD. 85
LINK NODE MAP
(5.880 MILES)

12-4

END PROJECT/ WORK
310+47



BEGIN PROJECT/WORK
0+00

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
Engineering Department
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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

June 29, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer *George C. Speake*
6/29/15

SUBJECT: Approval of Letter of Intent for Project No. MCP 51-77-16
Resurfacing Pike Road (5.880 miles)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Letter of Intent for Project No. MCP 51-77-16 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing. If you have any questions, please contact James Kelley at 832-1342.

GCS/jmk
Attachments
C: File

12-5

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
Engineering Department
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190
www.mc-ala.org

June 29, 2015

Mr. D.E. Phillips, Jr., P.E.
State County Transportation Engineer
Bureau of County Transportation
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, AL 36110

**RE: PROJECT NO. MCP 51-77-16
RESURFACING PIKE ROAD (5.880 MILES)
MONTGOMERY COUNTY**

Dear Mr. Phillips:

This is to advise you of the Montgomery County Commission's intent to apply for Federal Aid funds for the construction of the above referenced project.

It is respectfully requested that the Alabama Department of Transportation notify the proper reviewing agencies to this effect.

Sincerely,

Elton N. Dean, Sr.
Chairman
Montgomery County Commission

END/GCS/jmk
Location Map Attached
C: File

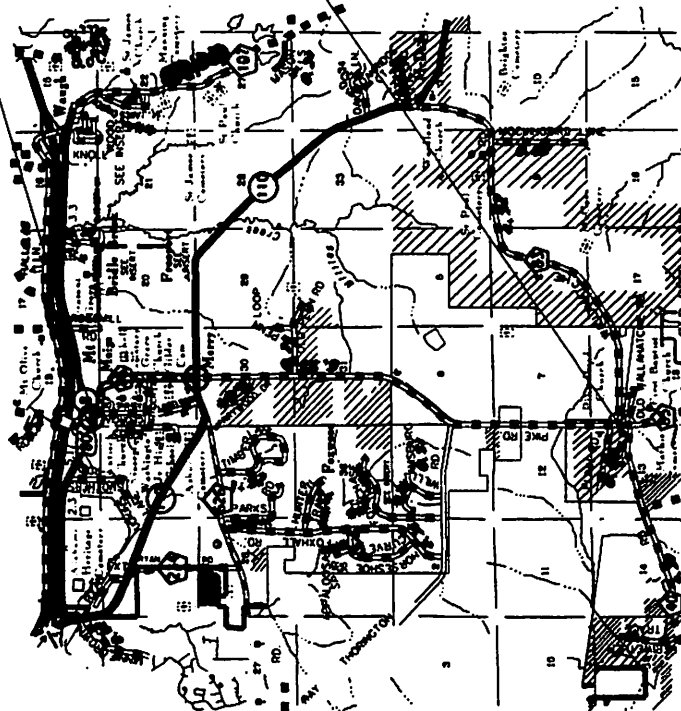
12-6

12-7

MONTGOMERY COUNTY

LOCATION: (A)CR-85 (PIKE RD.) FROM WALLAHATCHIE ROAD CR-83 NORTH TO US 80.

PIKE RD. CO. RD. 85
(5.880 MILES)
310+47
END PROJECT/WORK
0+00
BEGIN PROJECT/WORK



T-16-N
T-15-N

R-19-E | R-20-E

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
Engineering Department

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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

June 29, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
6/29/30

SUBJECT: Approval of Resolution for Project No. MCP 51-78-16
Resurfacing Moore Road (3.894 miles)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Resolution for Project No. MCP 51-78-16 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing. If you have any questions, please contact James Kelley at 832-1342.

GCS/jmk
Attachments
C: File

RESOLUTION

COUNTY OF MONTGOMERY

Project No. MCP 51-78-16

STATE OF ALABAMA

WHEREAS, the County Commission of Montgomery County, Alabama, is desirous of constructing or improving, by force account, by contractor or both, a section of road included in the Montgomery County Road System and described as follows:

Resurfacing Moore Road (CR-89) from the Intersection with SR 94 north to US 231 for a length of 3.894 miles.

Link Node and Location maps are attached.

WHEREAS, the County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on this project, and

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the regular session of the County Commission of Montgomery County, this ____ day of _____, 2015.

Montgomery County Commission
Governing Body

Elton N. Dean, Sr., Chairman

Daniel Harris, Jr., Vice Chairman

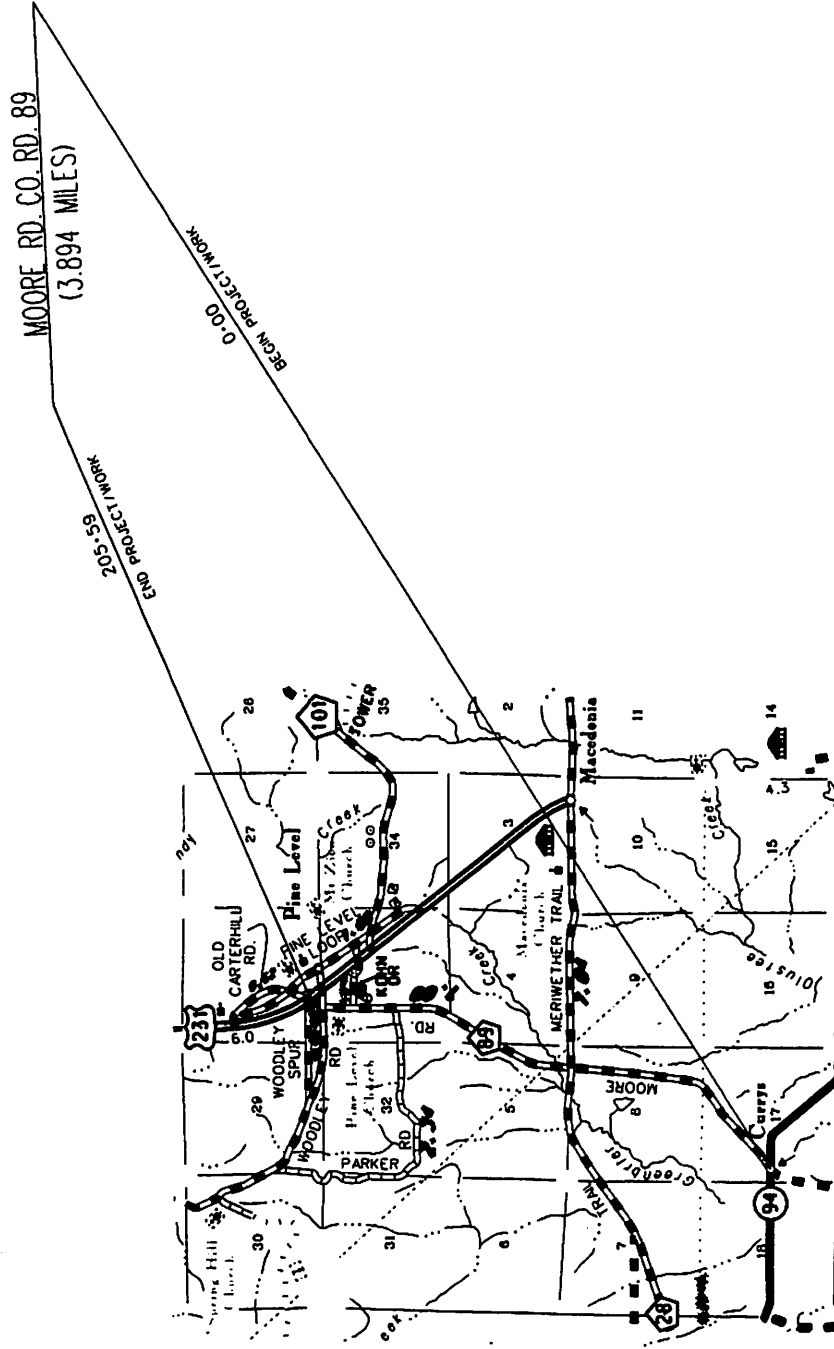
Jiles Williams, Jr., Member

Ronda M. Walker, Member

Andrew D. Hall, Member

MONTGOMERY COUNTY

LOCATION: CR-89 (MOORE RD.) FROM SR-94 NORTH TO US 231.



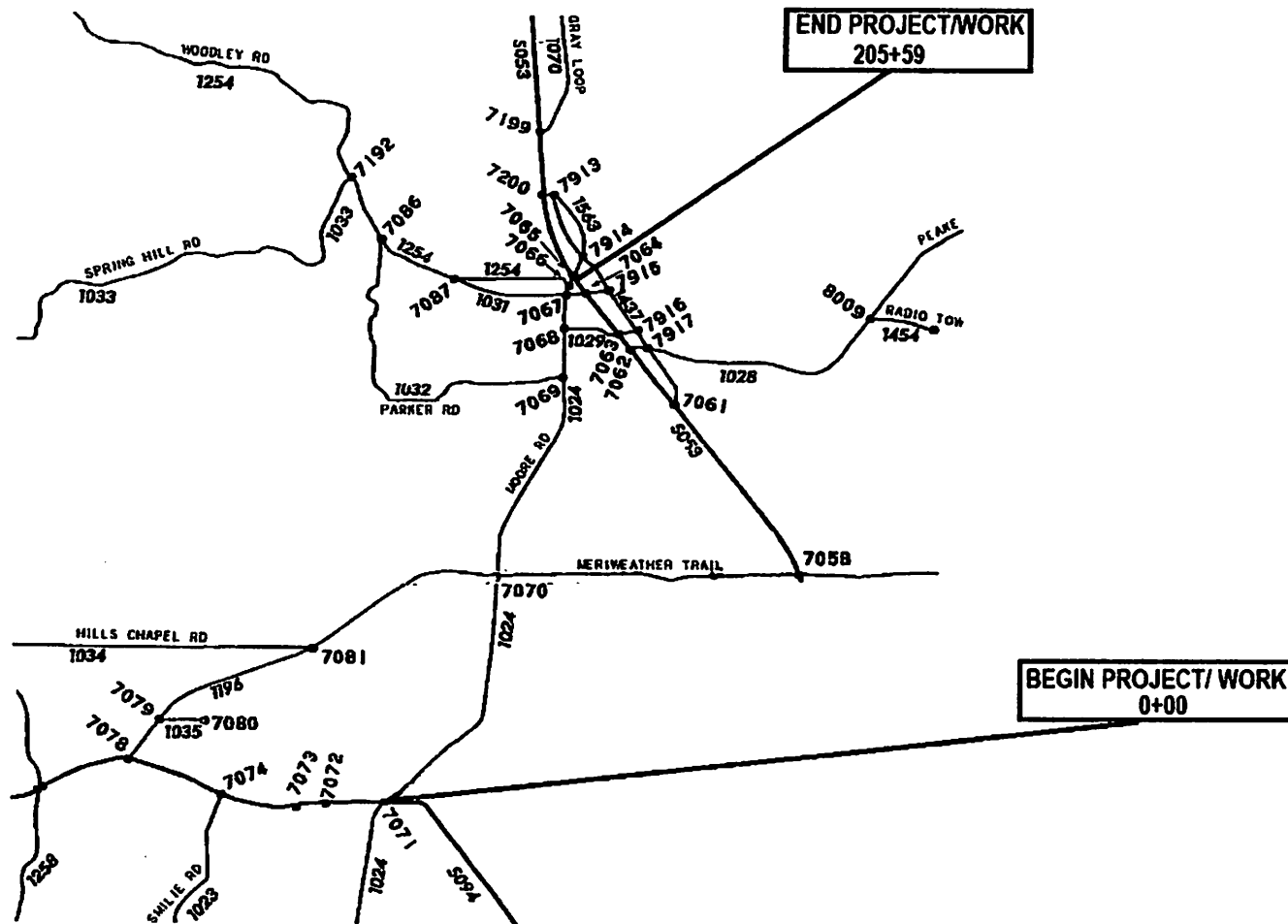
T-13-N
T-12-N

R-19-E R-20-E

MOORE RD. CO RD. 89

LINK NODE MAP

(3.894 MILES)



ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
Engineering Department
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

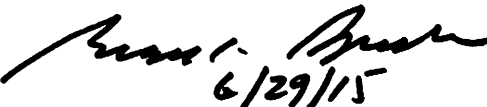
ESTABLISHED 1816

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

June 29, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake 
County Engineer 6/29/15

SUBJECT: Approval of Letter of Intent for Project No. MCP 51-78-16
Resurfacing Moore Road (3.894 miles)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the Letter of Intent for Project No. MCP 51-78-16 as referenced above.

If approved, please have two copies with original signatures executed and returned to this office for further processing. If you have any questions, please contact James Kelley at 832-1342.

GCS/jmk
Attachments
C: File

13-5

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
Engineering Department

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1818

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

June 29, 2015

Mr. D.E. Phillips, Jr., P.E.
State County Transportation Engineer
Bureau of County Transportation
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, AL 36110

RE: PROJECT NO. MCP 51-78-16
RESURFACING MOORE ROAD (3.894 MILES)
MONTGOMERY COUNTY

Dear Mr. Phillips:

This is to advise you of the Montgomery County Commission's intent to apply for Federal Aid funds for the construction of the above referenced project.

It is respectfully requested that the Alabama Department of Transportation notify the proper reviewing agencies to this effect.

Sincerely,

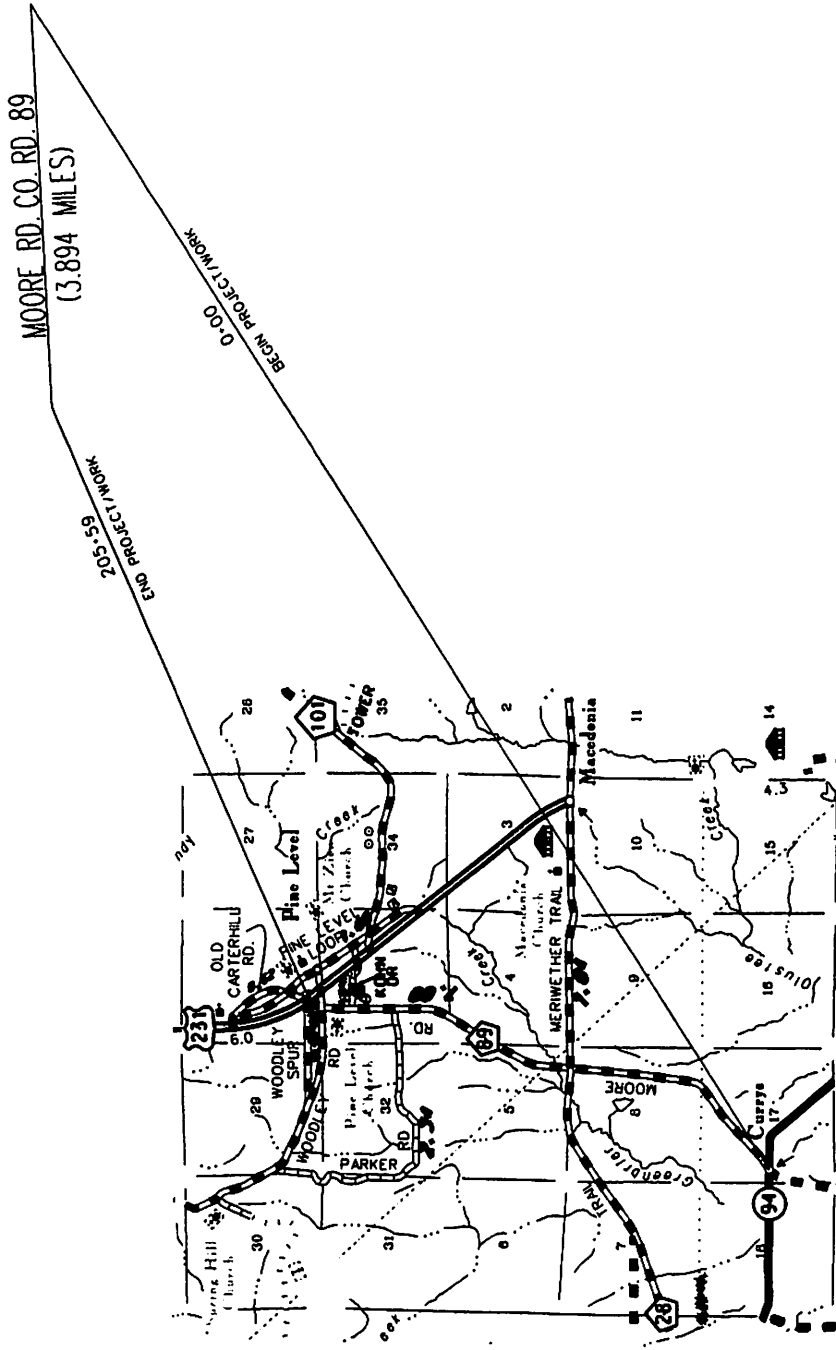
Elton N. Dean, Sr.
Chairman
Montgomery County Commission

END/GCS/jmk
Location Map Attached
C: File

13-6

MONTGOMERY COUNTY

LOCATION: CR-89 (MOORE RD.) FROM SR-94 NORTH TO US 231.



R-19-E | R-20-E

July 1, 2015

MEMORANDUM

TO: Elton Dean, Sr., Chairman

Cc: Montgomery County Commissioners
Donnie Mims, County Administrator

FROM: Janet Y. Buskey, Revenue Commissioner, ACTA

SUBJECT: List of Insolvents, Errors, and Taxes in Litigation

Attached please find the County's List of Insolvents, Errors in Assessments, and Taxes in Litigation in accordance with the Code of Alabama, 1975 §40-5-23. These lists have been prepared for your review and examination. If there are any changes or corrections, please let me know.

In addition, we request approval at the next County Commission meeting of the State DFC 22 Form entitled "Insolvents, Errors and Taxes in Litigation for 2014 and Uncollected Insolvents and Taxes in Litigation for Previous Year(s)" and the associated County Resolution.

Attachments

**INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2014 AND
UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)**

THE STATE OF ALABAMA

Montgomery County County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this 6TH day of JULY 20 15, Janet Buskey, Revenue Commissioner of said County, made her report of "Insolvents", "Errors in Assessment" and "Taxes in Litigation" on taxes for the current year 2014, as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said Revenue Commissioner be allowed credit on her final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes--- General.....	\$	<u>\$18,810.88</u>
... Soldier.....	\$	<u>\$7,524.35</u>
... School.....	\$	<u>\$31,983.34</u>
 Errors in Assessments: State Taxes--- General.....	 \$	 <u>\$308,759.85</u>
... Soldier.....	\$	<u>\$123,503.94</u>
... School.....	\$	<u>\$719,520.00</u>
 Taxes in Litigation: State Taxes--- General.....	 \$	 <u>\$2,535.55</u>
... Soldier.....	\$	<u>\$1,014.22</u>
... School.....	\$	<u>\$3,042.66</u>

And said Revenue Commissioner has also made her report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 2013, as required by Code of Ala. 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Revenue Commissioner of such Insolvent Taxes as she may have been unable to collect, as follows:

State Taxes--- General.....	\$	<u>\$13,285.58</u>
... Soldier.....	\$	<u>\$5,314.23</u>
... School.....	\$	<u>\$15,942.69</u>

And said Revenue Commissioner is also allowed credit for the following taxes in litigation for the previous year(s) which she has been unable to collect as follows:

		General		Soldier		School
2013	\$	23,757.34	\$	9,502.94	\$	28,508.81
_____	\$	_____	\$	_____	\$	_____
_____	\$	_____	\$	_____	\$	_____
_____	\$	_____	\$	_____	\$	_____

Given under my hand this 6th day of JULY 20 15

Presiding Officer

See Code of Ala. 1975, Sections 40-5-23, 40-5-24, and 40-5-25 as to taxes of current year and Sections 40-5-26, 40-5-28 and 40-5-29 as to insolvent taxes and taxes in litigation of previous year(s).

RESOLUTION

WHEREAS, Janet Y. Buskey, Revenue Commissioner of Montgomery County, made her report of "Insolvents" and "Errors in Assessment" on taxes for the year 2014, as required by the Code of Alabama, 1975, Section 40-5-23, and

WHEREAS, after a careful examination of said report by the County Commission of Montgomery, such report was found to be in order and recommended for approval.

NOW, THEREFORE, BE IT RESOLVED, that the said Revenue Commissioner be allowed on her settlement with the State Comptroller the following amounts:

INSOLVENTS:	County's General Fund	\$37,621.77
	County's Road & Bridge Fund	\$18,810.89
(Homestead Exemptions)	County's General Fund	\$ 0.00
	County's Road & Bridge Fund	\$ 0.00
ERRORS IN ASSESSMENTS:	County's General Fund	\$624,749.70
	County's Road & Bridge Fund	\$312,374.85
(Homestead Exemptions)	County's General Fund	\$5,004.00
	County's Road & Bridge Fund	\$2,502.00

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report on "Lands Bid In" for the year 2014 that such report be and is hereby approved in the following amounts:

LANDS BID IN:	County's General Fund	\$4,662.90
	County's Road & Bridge Fund	\$2,331.45
(Homestead Exemptions)	County's General Fund	\$105.00
	County's Road & Bridge Fund	\$52.50

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her report of "Taxes in Litigation" for 2014, the County Commission does hereby judicially determine the correctness of the listed credits and does approve the same as follows:

TAXES IN LITIGATION:	County's General Fund	\$5,107.90
	County's Road & Bridge Fund	\$2,553.95
(Homestead Exemptions)	County's General Fund	\$49.40
	County's Road & Bridge Fund	\$24.70
(Refunds)	County's General Fund	\$56,029.40
	County's Road & Bridge Fund	28,014.70

(Homestead Exemptions)	County's General Fund	\$810,277.10
	County's Road & Bridge Fund	\$405,138.55
(Abatements)	County's General Fund	\$1,435,234.10
	County's Road & Bridge Fund	\$717,617.05

BE IT FURTHER RESOLVED, that the said Revenue Commissioner, having made her Annual Report and submitted her list of "Insolvents", "Errors in Assessments", "Taxes in Litigations", "Lands Bid" and "Abatements" of accounts applicable to the State of Alabama and the Montgomery County Board of Education in addition to the amounts shown above for the County of Montgomery, that such report and amounts be and are hereby approved.

Adopted this day of July 2015.

MONTGOMERY COUNTY COMMISSION

BY: _____
Chairman

ATTEST: _____
County Administrator

**MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY**

301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

June 29, 2015

TO: Elton Dean - Commission Chairman
Montgomery County Commission
Montgomery, Alabama

RE: Future Commission Agenda Item
Commission Review and Approval of the
2015-2016 Annual Community Corrections Plan

Dear Chairman Dean:

Under the direction and guidance of the Montgomery County Community Punishment and Corrections Authority, the Montgomery County Community Corrections Department has prepared its annual Community Corrections Plan for submittal to the Montgomery County Commission and the Department of Corrections for approval. The approval of annual Community Corrections Plans by the County Commission and Alabama Department of Corrections are mandated for the Montgomery County Community Corrections Authority to receive State funding for Jail/Prison diversion felony offenders on Community Corrections Supervision. We anticipate state funding/support for our program to be in excess of \$365,000 for the upcoming fiscal year. The MCCPCA Board met on June and approved adoption and referral to the Commission (for final approval) the FY 2015-2016 annual plan for Montgomery County Community Corrections.

The Montgomery County Community Corrections Department provides a variety of beneficial services to the Courts and the community which include: Pre-Trial Release, Community Service Restitution, County Probation, Drug Court support, GPS Electronic Monitoring of Offenders, administration of the E.V.E.N. Domestic Violence Education/Intervention Program, drug abuse screening, drug/alcohol abuse assessments, referrals to community-based providers for services and coordination and direct supervision of felony offenders diverted from incarceration in State prison. The Department is a participant in the local Healthy Minds initiative and sponsored the successful demonstration project to help keep post-incarcerated individuals receiving mental health services from becoming reincarcerated. The Department provides vital offender monitoring, referral and supervision services to offenders predicated to help these individuals live a drug and crime free lifestyle while ensuring public safety. The local citizens as well as the State of Alabama benefit from the cost savings of placing non-violent offenders on Community Supervision in lieu of more costly incarceration.

PAUL BROWN, EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176

JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • PRE-TRIAL RELEASE

15-1

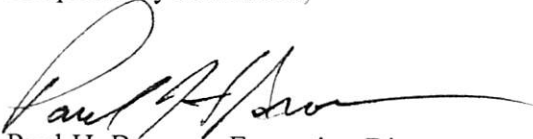
**MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY**

301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

The funds received from the Alabama Department of Corrections fully cover the cost of delivering services to the offenders for which we are reimbursed and also are used to offset other operational and administrative costs of providing Community Corrections services to Montgomery County as a whole.

The Alabama Department of Corrections Community Corrections Plan requires written evidence of approval of the Plan on the part of the County Commission. Confirmation of the Commission's approval of the Annual Plan is due by the close of business on Friday, July 31st, 2015, I respectfully request that you place the Commission review and approval of the Plan as a Future Agenda Item.

Respectfully submitted,



Paul H. Brown – Executive Director
Montgomery County Community Corrections Department

PAUL BROWN, EXECUTIVE DIRECTOR

(334) 832-7730 • FAX (334) 832-7176

JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • PRE-TRIAL RELEASE

15-2

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
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
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

June 26, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Director of Risk Management

SUBJECT: Invoice from CH2M Hill – Downtown Environmental Alliance

Last year, CH2M Hill was hired by the City of Montgomery to facilitate a public-private partnership to address the Downtown Environmental project. The goal of the Downtown Environmental Alliance has been to work towards getting this issue transferred to ADEM. CH2M Hill has provided expert technical advice, as well as additional testing to pinpoint the scope of future remediation efforts. In March of last year, the County Commission agreed to share this cost based on the 60/40 split not to exceed \$40,000. The latest invoice proposal, approximately \$12,000, from CH2M Hill is based on the following efforts:

- Continued coordination with the DEA members to finalize the agreements for public review
- Continuation of the bi-weekly conference calls for the DEA group through August 2015 (approximately 6 calls)
- 1-2 additional Meetings with ADEM to guide them through the agreement finalization and public Comment process
- Address any comment we may receive from the public comment period

I request approval of payment to the City of Montgomery for these proposed efforts of CH2M Hill not to exceed \$4,800 (40% of the invoice).

16-1



Ronald L. Jones
Chief Examiner

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251

State of Alabama
Department of
Examiners of Public Accounts

Telephone (334) 242-9200
FAX (334) 242-1775

Location:
Gordon Persons Building
50 North Ripley Street, Room 3201
Montgomery, AL 36104-3833

June 18, 2015

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

Dear Mr. Dean:

Enclosed is the agreement between the Department of Examiners of Public Accounts and the Montgomery County Commission for an audit of the federal assistance received by your office.

Please **sign and date** the two (2) copies of the agreement and **return one (1) copy** to the County Audit Division of our Department.

Sincerely,

James E. Hall, CPA
Director County Audit Division

JEH/np

Enclosure

17-1

STATE OF ALABAMA
MONTGOMERY COUNTY

AGREEMENT

This agreement by and between the Department of Examiners of Public Accounts (EPA) and the Montgomery County Commission (MCC) becomes effective upon full execution.

It is agreed that the EPA will audit the MCC for the one (1) year period October 1, 2013 through September 30, 2014. The audit will encompass a financial audit in Accordance with Government Auditing Standards issued by the Comptroller General of the United States, an audit of compliance with applicable laws and regulations of the State of Alabama, and an audit of compliance with applicable laws and regulations of the Federal Government in Accordance with OMB Circular A-133 and the Single Audit Act Amendments of 1996.

MCC agrees to reimburse EPA for its necessary and reasonable costs to conduct the audit, which include personnel costs and travel expenses incurred at amounts authorized by the State Travel Law. The maximum cost of this agreement to MCC shall not exceed eleven thousand eight hundred sixty-eight dollars (\$11,868.00). MCC agrees to pay 80% of the cost of this agreement upon full execution and 20% after completion of fieldwork as evidenced by invoices from the Department of Examiners of Public Accounts.

EPA agrees to furnish all required copies of audit reports to federal grantor agencies in addition to copies provided to MCC.

EPA agrees that all working papers shall be made available upon request for review by the federal grantor agencies consistent with State Law. EPA agrees to retain all working papers and reports for a minimum of five (5) years from the date of the audit report unless EPA is notified in writing to extend the retention period.

EPA agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer

and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, EPA shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with EPA's hiring practices to execute an affidavit to this effect on the form supplied by the MCC and return the same to the MCC. EPA shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the MCC may require to confirm EPA's enrollment in the E-Verify Program. EPA agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If EPA receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the MCC and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. EPA shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If EPA violates any term of this provision, this Agreement will be subject to immediate termination by the MCC. To the furthest extent permitted by law, EPA shall defend, indemnify and hold harmless the MCC from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in

any way related to EPA's failure to fulfill its obligations contained in this paragraph.

MCC agrees to make available to EPA all financial and operating data determined necessary by EPA to conduct the audits. MCC agrees to provide a working area for personnel of EPA, which facilitates efficient fieldwork.

This agreement and all promises by MCC are made subject to availability of sufficient funds.

The parties shown below have executed this agreement to become effective on the date specified previously and under all conditions described herein.

IN WITNESS THEREOF, the parties hereto have affixed their hands and seals as of the dates of the signatures below.

STATE OF ALABAMA
Department of Examiners
of Public Accounts



Ronald L. Jones
Chief Examiner

Date: 6/18/15

Montgomery County Commission

Elton Dean, Sr.
Chairman

Date: _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667



ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

www.mc-ala.org

July 1, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Appraisal of Terminal Road Property

Sheriff Derrick Cunningham has identified property on Terminal Road that he would like to acquire for construction of a vehicle maintenance shop. In order to proceed with a purchase, the property must be appraised by an independent appraiser to determine its fair market value.

Attached is a Letter of Engagement from Josh Hall on behalf of Valbridge Property Advisors to appraise the two parcels at a cost of \$2,000.

I hereby request that approval of the engagement of Valbridge Property Advisors to appraise the two parcels be placed on the agenda of a future meeting of the Montgomery County Commission.

Attachment

18-1



4732 Woodmere Boulevard
Montgomery, AL 36106
334-277-5077 phone
877-589-2532 toll-free
334-277-5078 fax
valbridge.com

ENGAGEMENT OF APPRAISAL ASSIGNMENT

CLIENT: Montgomery County Commission
c/o Florence M. Cauthen, Deputy Administrator
P.O. Box 1667
Montgomery, AL 36102
(334) 832-1203

PROPERTY: 1) 1862 Terminal Road
Montgomery, AL 36113
Parcel # - 11-06-14-3-011-002.001
2) 1862 Terminal Road
Montgomery, AL 36113
Parcel # - 11-06-14-3-011-002.000

FEE: \$2,000
SERVICE: Summary Appraisal
DUE DATE: 10 days from signed engagement
PAYMENT TERMS: Upon Delivery

PROCEED
WITH APPRAISAL: _____ (YES) _____ (NO)

SIGNED: _____

DATED: _____

By signing above, I acknowledge that I am responsible for payment for the appraisal services stated above. I agree that the payment terms above are not contingent upon any events including but not limited to: the conclusion of any specified or targeted value, any financing of the property, the purchase or sale of the property or any other related or unrelated events that involve the property.

PLEASE COMPLETE AND MAIL OR FAX TO:

ATTENTION: Josh Hall

18-2

Memorandum

To: Donald L. Mims, County Administrator
From: Myrtle Singleton, Purchasing Manager *ms*
Date: June 22, 2015
Re: Contract No. 51100-13B-024
Pest Control Service

Request the attached Amendment No. 4 to be considered for approval on a future agenda.

This will allow for the contract with Topco Pest Control to be extended for one (1) year, beginning September 1, 2015 and ending on August 31, 2016.

Topco Pest Control would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

Amendment has been coordinated with Derrick Cunningham, Sheriff.

Attachment

**Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102**

**Amendment
To
Contract # 51100-13B-024**

Amendment No. 4

Contract for pest control services, is hereby extended for (1) year beginning September 1, 2015 and ending August 31, 2016:

Prices will increase 5%, in accordance with the contract.

All other provisions of the contract will remain the same.

WITNESS:

TOPCO PEST CONTROL SERVICES

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

TOPCO PEST CONTROL, INC.

1577 EAST ANN STREET
MONTGOMERY, ALABAMA 36107

Telephone 334-263-1070

Email topcops@bellsouth.net

June 10, 2015

MS Myrtle Singleton, Purchasing
Montgomery County Commission
P.O. Box 1667
Montgomery, Ala 36102-1667

Dear MS Singleton:

Re: Bid No: 51100-13B-024, Pest control Service.

Thank you for your letter of June 2, 2015 (copy enclosed as ready reference) Please renew our Pest Control Contract for another year ie. from Sep.1,2015 to Aug.31,2016. We would like an increase in price for this service by 5% for all the buildings on the list. Please send us a renewal letter as soon as possible. Thank you indeed for giving us the opportunity to serve you.

Sincerely



R.S. Saini
Manager

Encl -1

Pest Controls Services for Montgomery County Buildings				
1.	COURTHOUSE			
	251 SOUTH LAWRENCE STREET	QUARTERLY	\$ <u>66.15</u>	\$ <u>264.60</u>
	(104,550 S.F.)		Qtr.	Year
2.	ANNEX I, 100 SOUTH LAWRENCE ST.	MONTHLY	\$ <u>55.13</u>	\$ <u>661.56</u>
	(132,892 S.F.)		Month	Year
3.	ANNEX II, 125 WASHINGTON AVE.	QUARTERLY	\$ <u>44.10</u>	\$ <u>176.40</u>
	(23,400 S.F.)		Qtr.	Year
4.	ANNEX III, 101 S. LAWRENCE STREET	MONTHLY	\$ <u>55.13</u>	\$ <u>661.56</u>
	(73,972 S.F.)		Month	Year
5.	CARNEGIE BUILDING,			
	131 S. PERRY STREET	QUARTERLY	\$ <u>44.10</u>	\$ <u>176.40</u>
	(13,675 S.F.)		Qtr.	Year
6.	GREIL BUILDING, 305 S. LAWRENCE ST.	QUARTERLY	\$ <u>44.10</u>	\$ <u>176.40</u>
	(9,488 S.F.)		Qtr.	Year
7.	YOUTH FACILITY: 1111 AIRBASE BLVD.	MONTHLY	\$ <u>99.23</u>	\$ <u>1,190.76</u>
	(54,930 S.F.)		Month	Year
8.	YOUTH FACILITY: 5 MOBILE HOME UNITS			
	LOCATED BEHIND YOUTH FACILITY BLDG.	MONTHLY	\$ <u>55.13</u>	\$ <u>661.56</u>
	(7,200 S.F.)		Month	Year
9.	KITCHEN AT CAMP DAVIS BEHIND			
	THE YOUTH FACILITY (2,600 S.F.)	MONTHLY	\$ <u>22.05</u>	\$ <u>264.60</u>
			Month	Year
10.	ENGINEERING DEPT.; SIGN SHOP; 1800			
	TERMINAL ROAD (6880 S.F.)	MONTHLY	\$ <u>33.08</u>	\$ <u>396.96</u>
			Month	Year
11.	DISTRICT I, 1800 TERMINAL ROAD	MONTHLY	\$ <u>33.08</u>	\$ <u>396.96</u>
	(6152 S.F.)		Month	Year
12.	DISTRICT II, MERIWETHER RD., PIKE RD. MONTHLY		\$ <u>33.08</u>	\$ <u>396.96</u>
	(256 S.F.)		Month	Year

13.	DISTRICT III, HICKORY GROVE RD.,RAMER (7800 S.F.)	QUARTERLY	\$ <u>77.18</u> Qtr.	\$ <u>308.72</u> Year
14.	COUNTY SHOP, 1852 TERMINAL RD. (11,500 S.F.)	QUARTERLY	\$ <u>33.08</u> Qtr.	\$ <u>132.32</u> Year
15.	PROBATE, 5449 ATLANTA HWY. (6,800 S.F.)	MONTHLY	\$ <u>33.08</u> Month	\$ <u>396.96</u> Year
16.	PROBATE, 3032 WOODLEY ROAD (2,769 S.F.)	MONTHLY	\$ <u>33.08</u> Month	\$ <u>396.96</u> Year
17.	PROBATE/REVENUE BUILDING WEST-3075 MOBILE HWY. (9,076 S.F.)	MONTHLY	\$ <u>44.10</u> Month	\$ <u>529.20</u> Year
18.	REVENUE, 5447 ATLANTA HWY. (1,400 S.F.)	MONTHLY	\$ <u>22.05</u> Month	\$ <u>264.60</u> Year
19.	SHERIFF WAREHOUSE: 1050 DAY STREET ROAD (12,828 S.F.)	MONTHLY	\$ <u>44.10</u> Month	\$ <u>529.20</u> Year
20.	SHERIFF, FIRING RANGE JANET WARNER ROAD (1,875 sf); Training Facility-5,076 S.F.; Shooting House-2,000 S.F.; FAT's House – 736 S.F.; Storage Shed-240 S.F. TOTAL – 9,927 S.F.	QUARTERLY	\$ <u>38.59</u> Qtr.	\$ <u>154.36</u> Year
21.	SHERIFF'S OFFICE; SUB-STATION; RAMER, AL. - (1,066 S.F.)	QUARTERLY	\$ <u>33.08</u> Qtr.	\$ <u>132.32</u> Year
22.	PRESTWOOD BUILDING 350 ADAMS AVE. (9,776 S.F.)	MONTHLY	\$ <u>33.08</u> Month	\$ <u>396.96</u> Year
23.	COMMUNITY CORRECTIONS (EPSY BLDG.) 301 SOUTH MCDONOUGH STREET Front Bldg. – 5,152 S.F. Back Bldg. – 1,482 S.F.	MONTHLY	\$ <u>44.10</u> Month	\$ <u>529.20</u> Year

24.	CARE HERE HEALTH CLINIC			
	300S. HULL STREET	MONTHLY	\$ <u>33.08</u>	\$ <u>396.96</u>
	(2,552 S.F.)		Month	Year
25.	ANNEX IV – FAMILY JUSTICE CENTER			
	530 S. LAWRENCE STREET	MONTHLY	\$ <u>44.10</u>	\$ <u>529.20</u>
	(9,234 S.F.)		Month	Year
26.	BUILDING – 514 HERRON STREET	MONTHLY	\$ <u>22.05</u>	\$ <u>264.60</u>
	(1,200 S.F.)		Month	Year
TOTAL PRICE FOR THE YEAR – PART I				
				\$ <u>10,386.28</u>
PART II				
27.	DETENTION FACILITY- NEW -	MONTHLY	\$ <u>132.30</u>	\$ <u>1,587.60</u>
	(169,768 S.F.)		Month	Year
28.	DETENTION FACILITY, 250 S.			
	MCDONOUGH STREET	MONTHLY	\$ <u>661.50</u>	\$ <u>7,938.00</u>
	INCLUDES KITCHEN (91,008 S.F.)		Month	Year
TOTAL PRICE FOR THE YEAR – PART II				
				\$ <u>9,525.60</u>
PART III				
29.	FLATWOOD COMMUNITY CENTER	MONTHLY	\$ <u>47.25</u>	\$ <u>567.00</u>
	300 WILLIAMS DRIVE			
	MONTGOMERY, AL 36110			
TOTAL PRICE FOR THE YEAR – PART III				
				\$ <u>567.00</u>

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667



ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

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DEPUTY ADMINISTRATOR
(334) 832-1210

FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

July 1, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

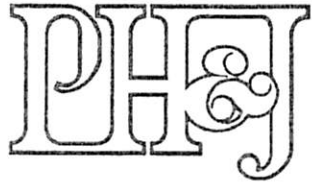
SUBJECT: Greil Mansion Change Order #5

Please find attached Change Order #5 to the contract for the renovation of the Greil Mansion. The change order reduces the contract amount by \$55.68 for a credit back from the floor repair allowance approved under Change Order #3.

I hereby request that approval of Change Order #5 be placed on the agenda for a future meeting of the Montgomery County Commission.

Attachment

20-1



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

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

Renis O. Jones, Jr., FAIA
Harrell G. Gandy, AIA

J. Roland Pond, AIA
Renis O. Jones, III, AIA

E. Griffin Harris, AIA
Patrick T. Addison, AIA

June 1, 2015

Mr. Donnie Mims, Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, AL 36102-1667

RE: Renovations to the Griel Mansion for the Montgomery County Public Defenders
PH&J Project # 1208-GVG

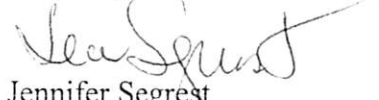
Dear Mr. Mims:

Enclosed are four copies of **Change Order #5** on the above referenced project for your review and approval.

After the documents have been signed, please return to our office to my attention for further processing.

Thank you for your assistance in expediting these documents.

Sincerely,



Jennifer Segrest

Cc - file
Enclosures

20-2



AIA Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 005	OWNER: ☒
Renovations & Alterations to the Montgomery County Greil Mansion for the Montgomery County Public Defenders Office	DATE: April 17, 2015	ARCHITECT: ☒
		CONTRACTOR: ☒
		FIELD: ☐
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 1208GVG	OTHER: ☐
Holley-Henley Builders, Inc. 438-A Twain Curve Montgomery, AL 36117	CONTRACT DATE: October 10, 2014 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
DEDUCT: Credit back from floor repair allowance approved under Change Order #3.....\$55.68

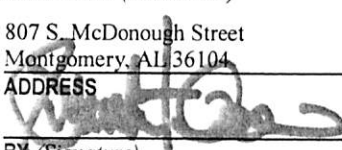
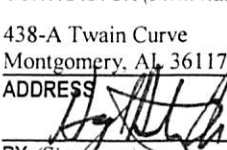
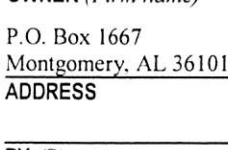
TOTAL.....\$55.68

The original Contract Sum was	\$	354,585.00
The net change by previously authorized Change Orders	\$	62,412.74
The Contract Sum prior to this Change Order was	\$	416,997.74
The Contract Sum will be decreased by this Change Order in the amount of	\$	55.68
The new Contract Sum including this Change Order will be	\$	416,942.06

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

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

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

<u>PH&J Architects, Inc.</u>	<u>Holley- Henley Builders, Inc.</u>	<u>Montgomery County Commission</u>
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
<u>807 S. McDonough Street</u>	<u>438-A Twain Curve</u>	<u>P.O. Box 1667</u>
<u>Montgomery, AL 36104</u>	<u>Montgomery, AL 36117</u>	<u>Montgomery, AL 36101</u>
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
<u>Patrick Addison, Vice President</u>	<u>Hoyt Henley Jr., Vice President</u>	<u>Elton Dean Sr., Chairman</u>
(Typed name)	(Typed name)	(Typed name)
<u>04-17-2015</u>	<u>5-27-16</u>	
DATE	DATE	DATE

CHANGE ORDER NUMBER FIVE SUMMARY SHEET

Renovations and Alterations to the Griel Building
for the Montgomery County Public Defenders Office

PH&J #1208-GVG

<u>ITEM</u>	<u>RFP #</u>	<u>DESCRIPTION</u>	<u>COST</u>	<u>DAYS</u>
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Justification:

A	-	Credit Back from Floor Repair Allowance Approved Under Change Order#3 (\$14,000.00)	(\$55.68)	-
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The cost of actual floor repairs was \$13,944.32

TOTALS			(\$55.68)	0
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RFP = Request for Proposal Number

20-4

HOLLEY-HENLEY BUILDERS, INC.

P.O. DRAWER 210097
MONTGOMERY, AL 36121-0097

Phone: 334-272-2988
Fax: 334-270.0391

TITLE: Request for Proposal Allowance

REQUEST FOR PROPOSAL

NO. 3

PROJECT: GREIL
GRIEL MANSION RENOVATION

DATE: 04/03/2015

TO: Attn: Steven Hall
P H & J ARCHITECTS
P.O. BOX 215
MONTGOMERY, AL 36101

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	1	TOILET 009 - REMOVE PLASTER FROM MASONRY WALL		15.000	Sq. Ft.	5.00	75.00
2	2	TOILET 009 - CLEAN & PAINT BRICK AND REMAINDER OF WALLS & CEILING		315.000	Sq. Ft.	4.55	1,433.25
3	3	TOILET 010 - REMOVE PLASTER FROM MASONRY WALL		10.000	Sq. Ft.	5.00	50.00
4	4	TOILET 010 - CLEAN & PAINT EXPOSED BRICK & REMAINDER OF WALL & CEILING		401.000	Sq. Ft.	4.55	1,824.55
5	5	OFFICE 010 - REMOVE SHOE MOLD & TACK STRIPS		80.000	Sq. Ft.	1.25	100.00
6	6	OFFICE 010 - OVERLAY FLOOR WITH 3/8 PLYWOOD (GLUE & SCREW) TO EXISTING FLOOR		392.000	Sq. Ft.	5.00	1,960.00
7	7	OFFICE 010 - PATCH EXISTING FLOOR TO ACCEPT 3/8 PLYWOOD		22.000	Sq. Ft.	5.00	110.00
8	8	OFFICE 010 - REPLACE TACK STRIPS		84.000	Ft.	1.00	84.00
9	9	OFFICE 010 - REPLACE SHOE MOLD		84.000	Ft.	2.00	168.00
10	10	OFFICE 010 - PAINT SHOE MOLD		84.000	Ft.	2.00	168.00
11	11	OFFICE 010 - PROTECT EXISTING CARPET		1.000	Each	50.00	50.00

APPROVAL

By:

Hoyt Henley, Jr.

Date:

By:

Date:

HOLLEY-HENLEY BUILDERS, INC.

P.O. DRAWER 210097
MONTGOMERY, AL 36121-0097

Phone: 334-272-2988
Fax: 334-270.0391

TITLE: Request for Proposal Allowance

REQUEST FOR PROPOSAL

NO. 3

PROJECT: GREIL
GRIEL MANSION RENOVATION

DATE: 04/03/2015

TO: Attn: Steven Hall
P H & J ARCHITECTS
P.O. BOX 215
MONTGOMERY, AL 36101

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
12	12	OFFICE 103 - PATCH RADIATOR HOLES WITH 4X4 METAL PATCH		16.000	Sq. Ft.	10.00	160.00
13	13	OFFICE 103 - REPLACE TACK STRIPS		53.000	Ft.	1.50	79.50
14	14	OFFICE 103 - REPLACE SHOE MOLD		53.000	Ft.	2.50	132.50
15	15	OFFICE 103 - PAINT SHOE MOLD		53.000	Ft.	2.00	106.00
16	16	OFFICE 104 - FIX BASE AT ENTRY		4.000	Ft.	30.00	120.00
17	17	OFFICE 105 - FIX THRESHOLD UNDER CARPET AT DOOR		1.000	Each	200.00	200.00
18	18	HALL 106 - TIGHTEN UP FLOOR AT ARCHWAY		1.000	Each	100.00	100.00
19	19	STAIR TO BASEMENT - STAIN FLOOR BOARDS TO MATCH REST OF FLOOR (VERY DIFFICULT TO MATCH EXISTING 50 YEAR OLD STAIN)		1.000	Each	50.00	50.00
20	20	CONFERENCE 114 - ADD SMALL PIECE OF WOOD AT NEW HVAC GRILL		1.000	Each	75.00	75.00
21	21	HALL 200 - REPAIR SOFT SPOT @ STAIR LANDING & OUTSIDE OFFICES 206 & 208		100.000	Sq. Ft.	5.00	500.00
22	22	HALL 200 - OVERLAY THE ENTIRE HALLWAY NOT A PATCH THAT WAS PRICED IN PREVIOUS PROPOSED C/O		250.000	Sq. Ft.	5.00	1,250.00

APPROVAL

By:

Hoyt Henley, Jr.

Date:

4-3-15

By: _____

Date: _____

HOLLEY-HENLEY BUILDERS, INC.

P.O. DRAWER 210097
MONTGOMERY, AL 36121-0097

Phone: 334-272-2988
Fax: 334-270.0391

TITLE: Request for Proposal Allowance

REQUEST FOR PROPOSAL

NO. 3

PROJECT: GREIL
GRIEL MANSION RENOVATION

DATE: 04/03/2015

TO: Attn: Steven Hall
P H & J ARCHITECTS
P.O. BOX 215
MONTGOMERY, AL 36101

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
23	23	OFFICE 201 - PATCH RADIATOR WITH METAL 4X4 PATCH TACKED TO EXISTING FLOOR		16.000	Sq. Ft.	10.00	160.00
24	24	OFFICE 201 - SLOPE THRESHOLD AT DOOR BETWEEN 201 & 208		1.000	Each	150.00	150.00
25	25	OFFICE 202 - PATCH HOLES AT ALCOVE AREA		25.000	Sq. Ft.	4.00	100.00
26	26	OFFICE 202 - SLOPE THRESHOLD AT ALCOVE AREA		25.000	Sq. Ft.	4.00	100.00
27	27	OFFICE 206 - REPLACE DAMAGED FLOORING IN FRONT OF EAST WINDOW		25.000	Sq. Ft.	5.00	125.00
28	28	OFFICE 207 - PATCH RADIATOR HOLES WITH 4X4 METAL PATCH TACKED TO EXISTING FLOOR		16.000	Sq. Ft.	10.00	160.00
29	29	OFFICE 207 - SLOPE STAIN OAK THRESHOLD AT DOOR BETWEEN 207 & 208		45.000	Sq. Ft.	10.00	450.00
30	30	OFFICE 208 - REMOVE CARPET REMNANTS AT CLOSED OFF DOOR		1.000	Each	20.00	20.00
31	31	OFFICE 208 - ADD MOULDING AT CLOSED OFF DOOR		10.000	Ft.	5.00	50.00
32	32	OFFICE 208 - PAINT MOULDING AT CLOSED OFF DOOR		10.000	Ft.	5.00	50.00
33	33	EXTRA DUMPSTER		1.000	Each	450.00	450.00

APPROVAL

By:


Hoyt Henley, Jr.

Date:

4-3-15

By:

Date:

HOLLEY-HENLEY BUILDERS, INC.

P.O. DRAWER 210097
MONTGOMERY, AL 36121-0097

Phone: 334-272-2988
Fax: 334-270.0391

TITLE: Request for Proposal Allowance

REQUEST FOR PROPOSAL

NO. 3

PROJECT: GREIL
GRIEL MANSION RENOVATION

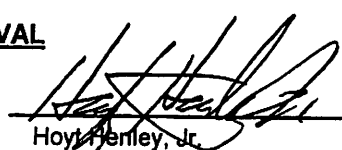
DATE: 04/03/2015

TO: Attn: Steven Hall
P H & J ARCHITECTS
P.O. BOX 215
MONTGOMERY, AL 36101

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
34	34	ADDED SHOE MOULD THAT WAS REQUIRED ON SOME OFFICES AFTER CARPET WAS INSTALLED		325.000	Ft.	2.00	650.00
35	35	PROTECT CARPET FROM PAINT		325.000	Ft.	0.50	162.50
36	36	PAINT SHOE MOULD		325.000	Ft.	2.00	650.00
37	37	10% OVERHEAD		1.000		1,207.00	1,207.00
38	38	5% FEE		1.000		664.02	664.02
							\$13,944.32
							\$0.00
							\$13,944.32

APPROVAL

By:


Hoyt Henley, Jr.

Date:

4-3-15

By: _____

Date: _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

www.mc-ala.org

July 2, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator *fm*

SUBJECT: Local Preference under Alabama Bid Law

Act 2015-293, recently passed by the Alabama Legislature and signed into law by Governor Bentley, amended Section 41-16-50 of the Alabama Code, effective August 1, 2015, to allow counties to apply a local preference for a local business whose bid comes within five percent (5%) of the lowest responsible bidder on items of personal property and services.

In 2012, the Commission instructed the County Administrator to implement the then allowable three percent (3%) local preference.

I request that, at a future meeting, the Commission authorize implementation of a five percent (5%) local preference for responsible bidders having a place of business in the local preference zone of Montgomery County, effective August 1, 2015.

21-1

Montgomery County Commission

Finance Department
P.O. Box 1667
Montgomery, Alabama 36102
Phone 334-832-1268
Fax 334-832-2533

MEMORANDUM

To: Florence M. Cauthen

From: Sherrill R. Thomas

Date: 6/30/2015

Re: Request for One-Step Increase Payroll and Benefits Manager – Finance Department

Lisa Herring, the Payroll and Benefits Assistant, was selected and approved for the Payroll and Benefits Manager position effective June 1, 2015. County personnel rules regarding transfer of employees from current County positions place Ms. Herring at Step 3 of the position pay grade.

Ms. Herring has been employed with the County for over ten years. She worked nine years as the payroll clerk for the Sheriff's office where she handled both the Sheriff and Detention Facility payrolls. During this time she served on the core committee to select the new County Financial and Payroll software vendor and was instrumental in the implementation of the new payroll system.

In 2013 Ms. Herring transferred to the Finance Department as the Payroll and Benefits Assistant where she has handled the centralized payroll processing for the County and assisted the Payroll and Benefits Manager.

Because of her experience and knowledge of the duties of the position, I am requesting that her pay be increased to Step 4. The cost of the increase is \$1,507 per year. The budget will still recognize an overall savings as the employee previously in this position was at Step 11.

Your consideration and approval of this increase is appreciated.

22-1

Montgomery County Commission

Finance Department
P.O. Box 1667
Montgomery, Alabama 36102
Phone 334-832-1268
Fax 334-832-2533

MEMORANDUM

To: Florence M. Cauthen

From: Sherrill R. Thomas

Date: 6/30/2015

Re: Fill Request for Payroll and Benefits Assistant – Finance Department

The Finance Department has a vacancy for the Payroll and Benefits Assistant created by the promotion of Lisa Herring to the Payroll and Benefits Manager position.

This is a critical position and your consideration and approval of the Position Fill Request for this position is requested.

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Commission - Finance

DEPARTMENT HEAD: Sherrill Thomas

SUPERVISOR: Lisa Herring

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

1. Position Title Payroll & Benefits Assistant

Position Number 210112001

Proposed Effective Date August 6, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade A04 - \$28,223 - \$40,175

Sherrill Thomas
Department Head

Date June 29, 2015

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 _____

23-2

Memo

To: Mr. Donnie Mims, Montgomery County Administrator
From: Bruce R. Howell, Juvenile Court Administrator
Date: June 30, 2015
Re: Court Operations Clerk I

We have a vacancy which needs to be filled due to a recent retirement. I am requesting approval to fill this vacancy at July 6th County Commission working session.

Thank you for your consideration!

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Angela Starr, Deputy Clerk

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: Court Operations Clerk I (replacing Evangeline Jackson -
Position 900378069 - Court Operations Clerk II)
POSITION NUMBER: 900377074

PROPOSED EFFECTIVE DATE: 7/20/2015

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A03 (\$25,146/\$967.16/\$12.0895)

Bruce R. Howell

Department Head

6/30/2015
Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

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

Date

Date

24-2

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667



ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
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FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

July 2, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator *fmc*

SUBJECT: Detention Facility Maintenance

As part of an effort to ensure the proper maintenance of all county buildings and the safety of all concerned, I have discussed with Sheriff Cunningham the allocation of three mechanics to the two jails to work directly under his supervision. Maintenance issues for Jail 1 have increased as the jail ages. The new jail, now almost six years old, needs adequate preventive maintenance to maximize its life span, in addition to ongoing daily maintenance.

Prior to the opening of the new jail, a maintenance and grounds crew of 21 people maintained the county's 20 buildings. All were managed by the Director and Assistant Director of Support Services.

Today, a crew of 13 people maintains all the county properties, which have grown to include the new jail, Annex III, Family Justice Center, CareHere Clinic, Pardon & Parole, Community Corrections, Probate/Revenue East and soon Probate/Revenue South. Since the retirement of both the Director and Assistant Director of Support Services, the maintenance and grounds crew is supervised by the Plant Maintenance Manager.

Our jails present life safety and maintenance challenges 24/7 unlike any other county buildings and can best be addressed with the allocation of three mechanics to work under the supervision of Sheriff Cunningham. I request that the allocation of three mechanics to the jail be placed on the next agenda.

25-1

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Corporal

Position Number 014

Proposed Effective Date June 22, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade \$32,792 - \$46,681 (PC2)

Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)

Date June 15, 2015

Derrick Cunningham
Department Head meo

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 _____

26-1

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT HEAD: Derrick Cunningham, 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 182

Proposed Effective Date June 22, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$29,244 (PCT)
Corrections Officer - \$30,456 - \$43,356 (PC1)

Derrick Cunningham Date June 15, 2015
Department Head W. Robinson

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 _____

() Payroll entered by _____

Date _____
Date _____

26-2

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number _____

Proposed Effective Date June 22, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$29,244 (PCT)
Corrections Officer - \$30,456 - \$43,356 (PC1)

Derrick Cunningham
Department Head *muor*

Date June 15, 2015

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 _____

26-3

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

1. Position Title Deputy Sheriff Corporal

Position Number 056

Proposed Effective Date July 6, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade PS2 -4 \$38,328 - \$49,337

Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)

Derrick Cunningham Date June 25, 2015
Department Head mmcc

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 _____

27-1

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

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

1. Position Title Deputy Sheriff Trainee / Deputy Sheriff

Position Number _____

Proposed Effective Date July 6, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade PST Deputy Sheriff Trainee - \$36,118

PS1 Deputy Sheriff - \$37,271 - \$46,493

Derrick Cunningham Date June 25, 2015
Department Head *rmc*

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 _____

27-2



TO: Montgomery County Commission

FROM: Chambless King Architects

DATE: July 6, 2015

SUBJECT: *Montgomery County Probate and Revenue Office South -
Project Progress Update*

BY: John Chambless, AIA

We are pleased to report that the preliminary design of the new Probate and Revenue Office South is now ready for approval. We have recently met with both the Revenue Commissioner and representatives of the Probate Office. The Revenue Commissioner has approved the layout. Representatives from Probate Office have reviewed the design.

We are requesting permission to precede with the production of the technical contract documents. When we are approximately 30-40% complete with these documents, we can prepare a detailed budget to confirm our last estimate from December of 2014. We expect this process to take 3 - 4 weeks, and the completed contract documents to take approximately 6 weeks from the date of approval of the current plan.

Thank You

cc Donald Mimms
Florence Cauthen

Ach. Floor Plan (1) 11x17

MONTGOMERY
AREA CHAMBER OF COMMERCE

June 25, 2015

Members of the Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

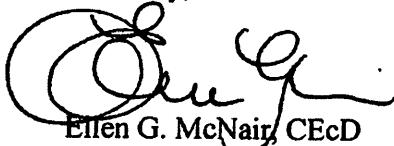
Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting for Anna Buckalew to appear before the Montgomery County Commission on Monday July 6, 2015 in executive session. Please be advised that we have reviewed the commerce or trade matter which the Montgomery County Commission proposes to discuss in executive session. It is our opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

Pursuant to Section 7(a)(7) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,


Ellen G. McNair, CEcD
Senior Vice President
Corporate Development



BUILDING BUSINESS, BUILDING THE FUTURE

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY

REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



July 6, 2015

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser *CH*

SUBJECT: Leadership Montgomery

I have been selected to participate in the 2015 Class of Leadership Montgomery. I hereby request your approval to participate in this program and for all dues and fees to be paid from the Appraisal Department budget. Sufficient funds are already available in the 2015 budget.

CH

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

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL 36108
(334) 262-4546

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

32-1



Montgomery County Extension Office
5340 Atlanta Highway
Montgomery, Alabama 36109
Phone: 334.270.4133
Fax: 334.260.6206

Monday, June 22, 2015

Montgomery County Commission
PO Box 1667
Montgomery, AL 36102

Dear County Commission:

The Alabama Cooperative Extension System Urban Affairs, New & Nontraditional Programs will host the **2015 Successful Aging Initiative (SAI)** on **Thursday, August 27, 2015**. This one-day senior conference themed **"The Journey of Aging"** will take place at the **Mureal Crump Senior Center in Montgomery, Alabama** for approximately 450 older adults and caregivers in Montgomery County.

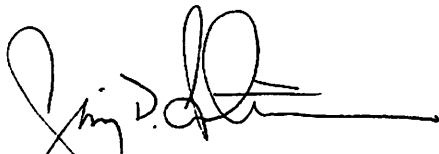
For more than ten years, through the Successful Aging Initiative, Extension county offices have tackled timely issues on legal matters, health, nutrition, relationships, housing, transportation, and grandparents as caregivers just to name a few. As we celebrate aging, we recognize a growing generation of elderly adults means a greater demand for policies, programs and services to meet their needs. Our efforts are particularly directed at customizing information to address the needs of seniors at various stages of life.

We are asking your consideration to financially support the 2015 SAI with \$2,000.00 to help provide healthy snacks and a lunchtime meal. In lieu of charging seniors a registration fee for SAI, sponsor contributions are vital in determining the degree of services and activities offered during the conference. Your support assists ACES in providing needed education and information to Montgomery County's senior population.

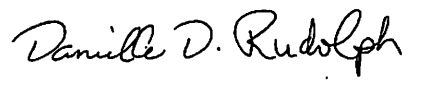
A fact sheet is enclosed for your review. Please plan to join us on Thursday, August 27, 2015 for the Montgomery County Successful Aging Initiative.

Thanks for your consideration shown to this request.

Sincerely,

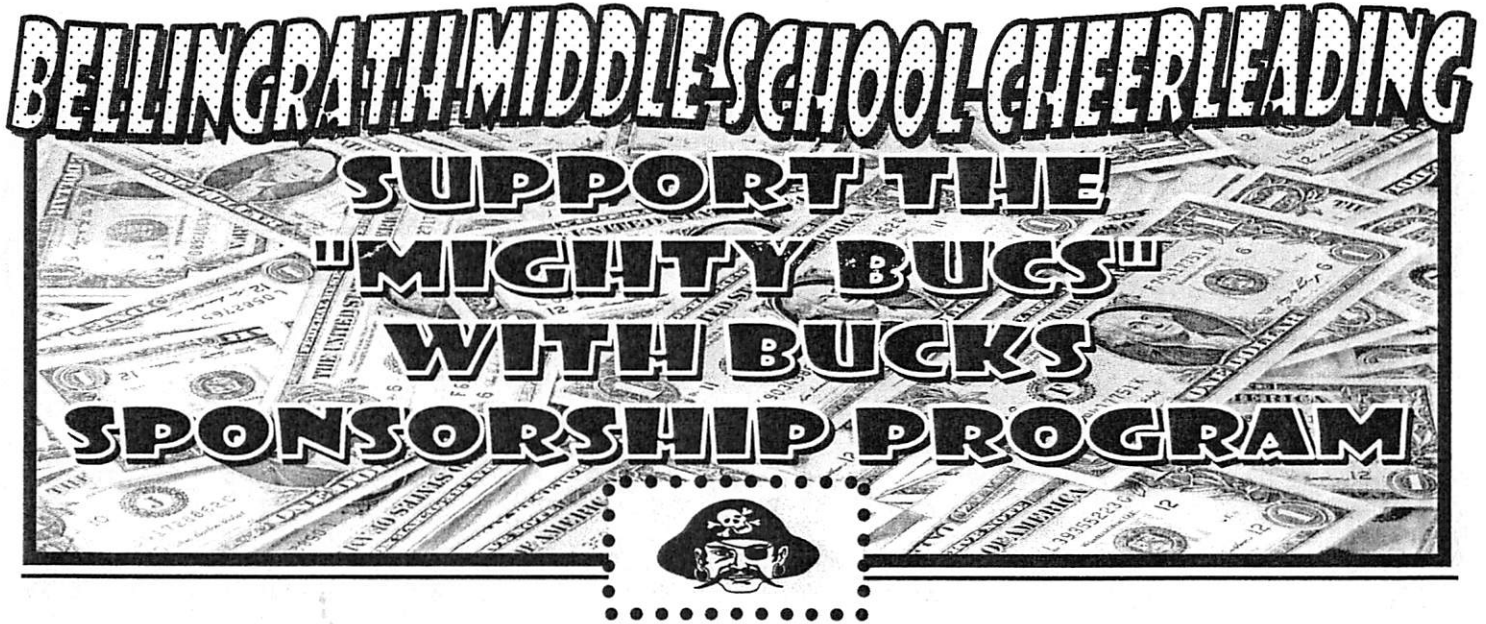


Jimmy D. Smitherman
County Extension Coordinator



Danielle D. Rudolph, SAI Chair
Urban Regional Extension Agent

Attention: Commissioner Elton Dean



Dear Potential Sponsor:

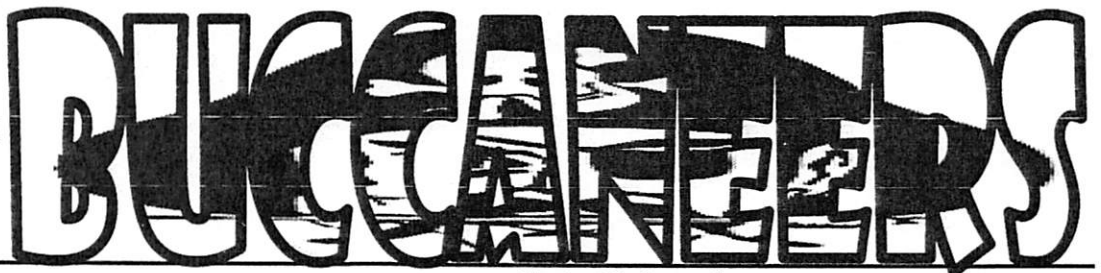
We are the Bellingrath Middle School Cheerleading Program. The "Mighty Buccaneers" will begin an exciting year of cheering in August. Very high expectations for the season ahead have been set. Not only will the team be cheering at all football and basketball games, but we will also be competing in several competitions and be involved in other community service projects. These games and competitions are the highlight of our season and we looking forward to representing BMS and our community at each of these events.

Quickly approaching is an even larger goal that we have set for ourselves. We plan to attend a cheer camp in Florida for the first time. Our goal is to raise \$6,000 to attend the 2015 UCA Cheer Camp at the Palms of Destin Beach Resort and Conference Center in Destin, Florida. The camp is a four day three night camp that begins on Monday, July 13, 2015 and ends on Thursday, July 16, 2015. We plan to make this event both educational and inspirational for our cheerleaders.

As all of our participants are middle school students and a high percentage of them are from low-income families, it is difficult to raise the necessary funds required for camp and uniforms. For this reason, we are asking for financial assistance. Any support would be greatly appreciated as we fast forward our efforts in the planning of a successful cheerleading season. BMS is a non-profit organization and any sponsorship can be considered as charitable. Please make your check or money order payable to **Bellingrath Middle School** and specify Cheerleading Program on the memo line.

Thank You,

Bellingrath Middle School
Cheerleading Program
3350 S Court St
Montgomery, AL 36105
BMS Cheerleading Coaches



Contact Information

Head Coach
Shawntara Jackson
Assistant Coaches
Joni Thomas and Angela Mobley

(334) 220 - 7071/shawntara.jackson@mps.k12.al.us
(334) 462 - 3972/Joni Thomas
(251) 227 - 1939/angela.mobley@mps.k12.al.us

We need \$1,000 more to cover travel cost.

34-1

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

July 2, 2015

MEMORANDUM

TO: Montgomery County Emergency Management Communications District Board

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Oversight and Direction of the E911 System

On March 12, 2015, Sheriff Derrick Cunningham proposed that the Montgomery County Emergency Management Communications District (EMCD) Board charge the Sheriff of Montgomery County with oversight and direction of the E911 system, allowing him the authority and flexibility to assign duties and responsibilities to ensure the efficient and effective operation of the District (copy of memorandum attached).

On March 26, 2015, Rural Addressing Coordinator Jane Brown presented a memorandum in which she proposed that she be appointed the Montgomery County 911 Director/Administrator. In evaluating this request, I asked the Montgomery City-County Personnel Department to perform a desk audit on the Rural Addressing Coordinator position and to update the job description for this position, in which they completed on July 1, 2015.

After reviewing the Sheriff's and Ms. Brown's proposals, I recommend that the EMCD Board accept the Sheriff's proposal and authorize the implementation as presented in his March 12, 2015 memorandum.

In order to consider this recommendation, I request for the EMCD Board to schedule a Special Call Meeting on July 20, 2015.

Should you have any questions, please contact me.

DLM/tn

Attachment

35-1



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

March 12, 2015

MEMORANDUM

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

FROM : Sheriff Derrick Cunningham **DC**
Montgomery County Sheriff's Office

SUBJECT : Sheriff's Oversight of the E911 Board

The Commission recently discussed the operations of the Montgomery County Emergency Management Communications District (EMCD).

I would like to propose that the EMCD Board charge the Sheriff of Montgomery County with oversight and direction of the E911 system, allowing him the authority and flexibility to assign duties and responsibilities to ensure the efficient and effective operation of the District.

The Sheriff will establish policies and procedures for the following:

1. To ensure uninterrupted, reliable emergency communications for citizens and any user agencies;
2. To meet service requirements;
3. To develop short term and long term planning to ensure continued reliable emergency communications; and
4. To make recommendations to the EMCD Board to accomplish all of the above.

In addition, the Sheriff will be responsible for all aspects of the management and supervision of all operations of Montgomery County's EMCD, including but not limited to:

1. Accounting, budgeting and other administrative and financial functions;
2. Rural addressing;
3. Coordination with Information Systems staff on software and equipment; and
4. Coordination with the State of Alabama E911 Board.

It is my opinion that we should move forward on this project as soon as possible to enhance service to the citizens of Montgomery County.

Thank you.

DC/crv

MAILING ADDRESS
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219

WWW.MONTGOMERYSHERIFF.COM

SHERIFF'S OFFICE 334.832.4980
FAX 334.832.7113
DETENTION FACILITY 334.832.1386
FAX 334.265.0990

35-2

**UPCOMING BIDS/CONTRACT RENEWALS
FOR THE MONTHS OF JULY – AUGUST 2015**

<u>Contract No.</u>	<u>Item</u>	<u>Dept.</u>	<u>Vendor</u>	<u>Expiration Date</u>
<u>JULY</u>				
51901-13B-019 (Renewable)	Grass Cutting Svc	Support Services	Humphries Lawn Svc	July 31, 2015
<u>AUGUST</u>				
51100-13B-024 (Renewable)	Pest Control Services	County Commission	Topco Pest Control	August 31, 2015
52200-14B-011 (Renewable)	Inmate Uniforms	Detention Facility	Robinson Textiles	August 31, 2015
51901-14B-012 (Renewable)	Janitorial Service	Support Services	Chano & Sons	August 31, 2015

36-1

MONTGOMERY COUNTY COMMISSION
TOTAL SALES TAX COLLECTION COMPARISON - New Presentation Showing No Audit Proceeds Or Refunds Paid Out
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015
(Better Presentation For Comparison To City Collections)

FY 15 Compared to FY 14

Month Taxes Deposited	FY 15 County Collections at 1.5%	FY 14 County Collections at 1.5%	Difference	%	FY 13 County Collections at 1.5%	FY 12 County Collections at 1.5%	FY 11 Total Collections at 1.5%	FY 10 Total Collections at 1.5%	FY 09 Total Collections at 1.5%	FY 08 Total Collections at 1.5%	FY 07 Total Collections at 1.5%	FY 06 Total Collections at 1.5%	FY 05 Total Collections at 1.5%	FY 04 Total Collections at 1.5%
OCTOBER	\$3,372,213.86	\$3,253,940.96	118,273	3.63%	\$3,105,048.69	\$3,079,066.03	\$3,087,512.76	\$2,899,346.96	\$3,191,706.22	\$3,386,151.28	\$3,516,665.11	\$3,410,352.42	\$3,195,825.00	\$2,960,165.00
NOVEMBER	\$3,488,968.43	\$3,227,375.17	261,593	8.11%	\$3,134,538.46	\$2,992,828.13	\$2,940,315.26	\$2,835,012.76	\$3,056,325.46	\$3,359,061.41	\$3,354,320.41	\$3,327,562.76	\$3,132,900.48	\$2,836,529.00
DECEMBER	\$3,406,586.61	\$3,291,226.12	115,360	3.51%	\$3,263,054.64	\$3,117,297.29	\$2,981,340.87	\$2,918,331.65	\$2,990,679.76	\$3,447,637.03	\$3,315,241.33	\$3,298,106.45	\$3,228,009.00	\$3,030,907.00
JANUARY	\$4,107,866.90	\$3,858,396.45	249,470	6.47%	\$3,919,183.42	\$3,914,302.68	\$3,853,758.63	\$3,697,271.38	\$3,948,060.22	\$4,235,610.44	\$4,471,028.60	\$4,340,309.52	\$4,249,424.86	\$3,790,765.00
FEBRUARY	\$3,193,876.31	\$2,918,926.11	274,950	9.42%	\$3,014,487.73	\$2,956,361.26	\$2,856,026.68	\$2,840,648.74	\$2,972,561.06	\$3,153,391.51	\$3,379,040.47	\$3,295,713.91	\$3,064,230.18	\$2,926,065.00
MARCH	\$3,389,228.94	\$3,399,717.29	(10,488)	-0.31%	\$3,094,307.58	\$3,220,435.70	\$3,071,047.18	\$3,043,633.87	\$3,003,250.85	\$3,277,803.53	\$3,331,995.45	\$3,324,104.90	\$3,191,013.71	\$2,912,030.00
APRIL	\$3,764,834.62	\$3,603,674.96	161,160	4.47%	\$3,583,428.14	\$3,551,826.29	\$3,422,170.26	\$3,503,840.63	\$3,259,986.59	\$3,505,145.22	\$3,856,834.56	\$3,664,084.49	\$3,619,620.00	\$3,351,361.00
MAY	\$3,500,145.54	\$3,305,893.80	194,252	5.88%	\$3,287,020.85	\$3,191,531.61	\$3,134,129.35	\$3,115,779.99	\$3,128,465.24	\$3,324,891.90	\$3,463,717.40	\$3,446,597.36	\$3,510,500.00	\$3,177,535.00
JUNE	\$3,552,517.86	\$3,387,189.53	165,328	4.88%	\$3,317,026.31	\$3,252,618.86	\$3,148,961.63	\$3,047,439.84	\$3,093,324.36	\$3,728,267.77	\$3,613,341.33	\$3,476,149.70	\$3,309,665.46	\$3,121,984.00
JULY		\$3,488,643.93	(3,488,644)	-100.00%	\$3,313,189.60	\$3,292,659.85	\$3,270,406.10	\$3,121,260.19	\$3,209,283.98	\$3,338,065.40	\$3,627,299.60	\$3,618,559.24	\$3,554,031.38	\$3,097,146.00
AUGUST		\$3,317,443.52	(3,317,444)	-100.00%	\$3,152,143.53	\$3,126,172.74	\$2,990,216.24	\$3,055,054.29	\$3,008,383.58	\$3,242,314.28	\$3,355,083.13	\$3,352,803.08	\$3,242,648.18	\$3,108,873.00
SEPTEMBER		\$3,319,856.40	(3,319,856)	-100.00%	\$3,295,056.53	\$3,207,049.55	\$3,126,695.33	\$2,988,779.27	\$3,061,663.59	\$3,509,055.19	\$3,500,110.08	\$3,491,333.75	\$3,359,460.00	\$3,065,193.00
Year to Date	\$31,776,239.07	\$30,246,340.39	1,529,899	5.06%	\$39,478,485.48	\$38,902,149.99	\$37,882,579.29	\$37,066,399.57	\$37,923,690.91	\$41,507,394.96	\$42,784,677.47	\$42,047,677.58	\$40,657,328.25	\$37,378,553.00
FY TOTALS	\$40,372,284.24													

NOTES:

Note: Collections Shown Above For Current Fiscal Year 2013 And Prior Fiscal Years 2012, 2011 and 2010 Do Not Include S&U Audits Collected In FY 2013, FY2012, FY2011 Or FY 2010. Additionally, Collections Shown Above For Current FY2013 And For Prior Years FY 2012, FY2011 and FY2010 Have Not Been Decreased For S&U Refunds Issued In 2010, 2011, 2012 or 2013. This New Revised Basis Of Reporting Was Begun For The Month Ended September 2010 And For Subsequent Reporting Periods.

Note: Collections Shown Above For Prior Year September 2009 Have Also Been Revised To Reflect The Same For A True Comparison As Shown On New Report Issued For The Month Ended September 2010.

Note: Collections Shown Above For Prior Year August 2009 And For Months Prior To August 2009 Have Not Been Revised. Thus, The Collections Shown Above For August 2009 And For Months Prior To August 2009 Do Include Audits Collected And Have Not Been Decreased For S&U Refunds Issued.

Note: June 2015 Collections Include Two Returns Filed And Remitted In June 2015 For Periodic Taxpayer ID#39999. June 2014 Collections Only Included One Return Filed And Remitted For This Same Taxpayer.

39-1

MONTGOMERY COUNTY COMMISSION
TOTAL SALES TAX COLLECTION COMPARISON-SAME PRESENTATION AS THE PAST
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

FY 15 Compared to FY 14														
Month Taxes Deposited	FY 15 County Collections at 1.5%	FY 14 County Collections at 1.5%	Difference	%	FY 13 County Collections at 1.5%	FY 12 County Collections at 1.5%	FY 11 Total Collections at 1.5%	FY 10 Total Collections at 1.5%	FY 09 Total Collections at 1.5%	FY 08 Total Collections at 1.5%	FY 07 Total Collections at 1.5%	FY 06 Total Collections at 1.5%	FY 05 Total Collections at 1.5%	FY 04 Total Collections at 1.5%
OCTOBER	\$3,394,359.13	\$3,280,219.93	114,139	3.48%	\$3,142,293.68	\$3,105,077.65	\$3,120,218.87	\$2,939,534.48	\$3,191,706.22	\$3,388,151.28	\$3,518,665.11	\$3,410,352.42	\$3,195,825.00	\$2,980,165.00
NOVEMBER	\$3,624,138.56	\$3,360,233.90	263,905	7.85%	\$3,189,307.86	\$3,011,716.15	\$2,976,298.71	\$2,850,712.59	\$3,056,325.48	\$3,359,061.41	\$3,354,320.41	\$3,327,562.76	\$3,132,900.48	\$2,836,529.00
DECEMBER	\$3,450,114.82	\$3,302,563.59	147,551	4.47%	\$3,272,129.39	\$3,149,620.55	\$3,041,441.83	\$2,863,389.45	\$2,990,679.76	\$3,447,637.03	\$3,315,241.33	\$3,298,106.45	\$3,228,009.00	\$3,030,907.00
JANUARY	\$4,148,836.31	\$3,866,244.99	282,641	7.31%	\$3,931,474.14	\$3,942,439.37	\$3,872,325.62	\$3,707,672.59	\$3,948,060.22	\$4,235,810.44	\$4,471,028.60	\$4,340,309.52	\$4,249,424.86	\$3,790,765.00
FEBRUARY	\$3,210,816.61	\$2,939,651.95	271,165	9.22%	\$3,049,192.57	\$2,987,315.00	\$2,893,810.33	\$2,848,671.98	\$2,972,561.06	\$3,163,391.51	\$3,378,040.47	\$3,295,713.91	\$3,064,230.18	\$2,926,065.00
MARCH	\$3,399,389.82	\$3,426,651.88	(27,262)	-0.80%	\$3,131,421.86	\$3,237,955.70	\$3,098,921.29	\$3,061,962.18	\$3,003,250.85	\$3,277,803.53	\$3,331,995.45	\$3,324,104.90	\$3,191,013.71	\$2,912,030.00
APRIL	\$3,884,957.27	\$3,823,235.56	41,721	1.09%	\$3,599,524.70	\$3,576,184.32	\$3,458,127.04	\$3,529,396.01	\$3,259,988.59	\$3,505,145.22	\$3,656,834.56	\$3,684,084.49	\$3,619,620.00	\$3,351,381.00
MAY	\$3,610,671.98	\$3,325,763.15	284,909	8.57%	\$3,299,131.70	\$3,231,144.58	\$3,293,662.01	\$3,146,504.02	\$3,128,485.24	\$3,324,891.90	\$3,463,717.40	\$3,446,597.36	\$3,510,500.00	\$3,177,535.00
JUNE	\$3,589,684.79	\$3,410,641.51	179,043	5.25%	\$3,348,454.43	\$3,320,667.09	\$3,215,941.38	\$3,098,242.43	\$3,093,324.36	\$3,728,267.77	\$3,613,341.33	\$3,478,149.70	\$3,309,665.48	\$3,121,984.00
JULY		\$3,628,315.87	(3,628,316)	-100.00%	\$3,349,663.44	\$3,334,791.83	\$3,289,629.43	\$3,171,968.28	\$3,209,283.98	\$3,338,063.40	\$3,627,299.60	\$3,618,559.24	\$3,564,031.38	\$3,097,148.00
AUGUST		\$3,419,724.55	(3,419,725)	-100.00%	\$3,153,053.75	\$3,150,849.41	\$3,135,660.82	\$2,942,105.46	\$3,008,383.58	\$3,242,314.28	\$3,355,083.13	\$3,352,603.08	\$3,242,648.18	\$3,108,873.00
SEPTEMBER		\$3,444,583.38	(3,444,583)	-100.00%	\$3,292,477.17	\$3,232,972.67	\$3,183,452.26	\$3,028,207.58	\$3,126,963.16	\$3,509,055.19	\$3,500,110.03	\$3,491,333.75	\$3,359,460.00	\$3,065,193.00
Year to Date	\$32,293,019.27	\$30,735,207.45	1,557,812	5.07%	\$39,756,124.69	\$39,280,734.22	\$38,579,489.59	\$37,188,387.02	\$37,988,990.48	\$41,507,394.96	\$42,784,677.47	\$42,047,677.58	\$40,657,328.25	\$37,378,553.00

NOTES:

June 2013 Collections Include Two Returns Filed And Remitted In June 2016 For Periodic Taxpayer ID#39898. June 2014 Collections Only Included One Return Filed And Remitted For This Same Taxpayer.

37-2

MONTGOMERY COUNTY COMMISSION
SCHOOL BOARD SALES TAX COLLECTION COMPARISON - New Presentation Showing No Audit Proceeds Or Refunds Paid Out
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015
(Better Presentation For Comparison To City Collections)

FY 15 Compared to FY 14													
Month Taxes Deposited	FY 15 County Collections at 1.0%	FY 14 County Collections at 1.0%	Difference		FY 13 County Collections at 1.0%	FY 12 County Collections at 1.0%	FY 11 Total Collections at 1.0%	FY 10 Total Collections at 1.0%	FY 09 Total Collections at 1.0%	FY 08 Total Collections at 1.0%	FY 07 Total Collections at 1.0%	FY 06 Total Collections at 1.0%	FY 05 Total Collections at 1.0%
				%									
OCTOBER	\$2,225,694.19	\$2,140,563.20	85,131	3.98%	\$2,035,268.61	\$2,033,895.24	\$2,017,096.83	\$1,893,218.08	\$2,114,617.41	\$2,276,283.19	\$2,336,878.89	\$2,299,674.28	\$2,130,491.56
NOVEMBER	\$2,307,237.48	\$2,123,038.19	184,149	8.67%	\$2,050,214.94	\$2,068,042.84	\$1,920,728.11	\$1,855,448.45	\$2,022,303.26	\$2,229,755.83	\$2,241,537.84	\$2,232,178.90	\$2,072,993.19
DECEMBER	\$2,256,396.51	\$2,169,565.98	86,841	4.00%	\$2,158,268.11	\$2,036,293.99	\$1,948,296.43	\$1,906,191.19	\$2,138,056.18	\$2,284,514.11	\$2,174,549.44	\$2,282,008.44	\$2,136,399.13
JANUARY	\$2,711,194.29	\$2,589,396.17	121,798	4.71%	\$2,608,733.79	\$2,649,323.28	\$2,556,849.92	\$2,426,850.42	\$2,620,917.55	\$2,811,428.31	\$2,957,724.05	\$2,954,555.09	\$2,817,342.78
FEBRUARY	\$2,094,244.71	\$1,944,321.08	149,924	7.71%	\$1,988,248.59	\$1,948,806.50	\$1,864,357.43	\$1,852,039.84	\$1,961,527.58	\$2,112,582.91	\$2,253,143.01	\$2,240,780.16	\$2,027,212.99
MARCH	\$2,225,802.98	\$2,243,936.50	(18,134)	-0.81%	\$2,022,402.12	\$2,130,409.15	\$2,018,325.73	\$1,987,878.13	\$1,982,089.68	\$2,173,215.54	\$2,203,482.62	\$2,218,023.74	\$2,111,735.34
APRIL	\$2,480,864.76	\$2,377,920.10	102,945	4.32%	\$2,349,908.28	\$2,338,160.47	\$2,251,890.23	\$2,295,451.42	\$2,153,185.40	\$2,319,823.64	\$2,552,776.74	\$2,510,948.03	\$2,384,489.02
MAY	\$2,304,330.43	\$2,216,594.87	87,736	3.96%	\$2,151,387.07	\$2,091,289.22	\$2,075,413.33	\$2,035,714.92	\$2,085,538.64	\$2,212,009.37	\$2,290,604.35	\$2,364,163.45	\$2,324,728.28
JUNE	\$2,338,958.13	\$2,243,198.38	95,760	4.27%	\$2,170,841.10	\$2,128,235.86	\$2,079,430.33	\$1,989,820.56	\$2,042,109.23	\$2,480,957.81	\$2,391,375.92	\$2,318,772.70	\$2,190,838.51
JULY		\$2,309,266.99	(2,308,267)	-100.00%	\$2,170,477.57	\$2,181,015.60	\$2,166,532.70	\$2,043,667.02	\$2,142,810.94	\$2,211,035.61	\$2,413,981.16	\$2,422,167.82	\$2,350,897.70
AUGUST		\$2,192,483.54	(2,192,484)	-100.00%	\$2,131,173.21	\$2,079,969.55	\$1,982,708.14	\$1,998,833.51	\$1,988,118.81	\$2,154,915.80	\$2,231,903.25	\$2,203,972.55	\$2,098,975.08
SEPTEMBER		\$2,187,947.94	(2,187,948)	-100.00%	\$2,183,148.41	\$2,101,559.77	\$2,063,636.49	\$1,953,355.70	\$2,022,315.76	\$2,332,187.51	\$2,342,165.12	\$2,315,788.43	\$2,200,938.80
Year to Date	\$20,944,423.48	\$20,016,592.47	927,831	4.62%	\$25,955,069.80	\$25,755,001.55	\$24,925,265.72	\$24,235,067.24	\$25,249,585.44	\$27,588,509.38	\$28,400,092.29	\$28,373,821.59	\$26,845,038.37

NOTES:

Note: Collections Shown Above For Current Fiscal Year 2015 And Prior Fiscal Years 2012, 2011 and 2010 Do Not Include S&U Audits Collected In FY2012, FY2011 Or FY 2010. Additionally, Collections Shown Above For Current FY2015 And For Prior Years FY2012, FY2011 and FY2010 Have Not Been Decreased For S&U Refunds Issued In 2010, 2011 or 2012. This New Revised Basis Of Reporting Was Begun For The Month Ended September 2010 And For Subsequent Reporting Periods.

Note: Collections Shown Above For Prior Year September 2009 Have Also Been Revised To Reflect The Same For A True Comparison As Shown On New Report Issued For The Month Ended September 2010.

Note: Collections Shown Above For Prior Year August 2009 And For Months Prior To August 2009 Have Not Been Revised. Thus, The Collections Shown Above For August 2009 And For Months Prior To August 2009 Do Include Audits Collected And Have Not Been Decreased For S&U Refunds Issued.

Note: June 2015 Collections Include Two Returns Filed And Remitted In June 2015 For Periodic Taxpayer ID#39999. Prior Year June 2014 Collections Only Included One Return Filed For This Same Taxpayer.

**MONTGOMERY COUNTY COMMISSION
SCHOOL BOARD SALES TAX COLLECTION COMPARISON- SAME PRESENTATION AS THE PAST
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**

FY 15 Compared to FY 14													
Month Taxes Deposited	FY 15 County Collections at 1.0%	FY 14 County Collections at 1.0%	Difference	%	FY 13 County Collections at 1.0%	FY 12 County Collections at 1.0%	FY 11 Total Collections at 1.0%	FY 10 Total Collections at 1.0%	FY 09 Total Collections at 1.0%	FY 08 Total Collections at 1.0%	FY 07 Total Collections at 1.0%	FY 06 Total Collections at 1.0%	FY 05 Total Collections at 1.0%
OCTOBER	\$2,239,274.92	\$2,158,082.51	81,192	3.76%	\$2,059,868.92	\$2,049,859.39	\$2,038,900.90	\$1,920,009.74	\$2,114,617.41	\$2,276,283.19	\$2,336,878.89	\$2,299,674.28	\$2,130,491.55
NOVEMBER	\$2,397,350.91	\$2,211,660.67	185,690	8.40%	\$2,073,083.78	\$2,020,634.85	\$1,944,717.07	\$1,865,913.01	\$2,022,308.26	\$2,229,755.88	\$2,241,537.84	\$2,232,178.90	\$2,072,993.19
DECEMBER	\$2,285,415.32	\$2,175,889.07	109,526	5.03%	\$2,161,032.89	\$2,108,410.30	\$1,988,383.73	\$1,889,563.07	\$2,138,056.18	\$2,284,514.11	\$2,174,549.44	\$2,282,808.44	\$2,136,399.13
JANUARY	\$2,738,514.41	\$2,563,030.73	175,484	6.85%	\$2,616,927.60	\$2,668,032.94	\$2,569,227.92	\$2,433,584.56	\$2,620,917.55	\$2,811,428.31	\$2,967,724.05	\$2,964,555.09	\$2,617,342.78
FEBRUARY	\$2,105,538.24	\$1,930,503.88	175,034	9.07%	\$1,991,385.15	\$1,969,442.33	\$1,889,548.58	\$1,857,388.66	\$1,961,527.58	\$2,112,582.91	\$2,253,143.01	\$2,240,780.16	\$2,027,212.99
MARCH	\$2,248,000.21	\$2,261,069.69	(16,069)	-0.71%	\$2,074,146.97	\$2,142,089.15	\$2,038,908.47	\$2,000,097.00	\$1,982,069.68	\$2,173,215.54	\$2,203,462.52	\$2,210,023.74	\$2,111,735.34
APRIL	\$2,547,313.19	\$2,524,294.50	23,019	0.91%	\$2,360,555.16	\$2,352,399.18	\$2,275,862.01	\$2,312,488.34	\$2,153,195.40	\$2,319,823.54	\$2,652,776.74	\$2,510,946.03	\$2,384,489.02
MAY	\$2,378,014.71	\$2,229,841.11	148,174	6.65%	\$2,159,460.97	\$2,117,657.60	\$2,181,768.43	\$2,056,197.60	\$2,065,538.64	\$2,212,009.37	\$2,290,604.35	\$2,364,163.45	\$2,324,726.28
JUNE	\$2,363,738.09	\$2,233,171.70	130,566	5.85%	\$2,183,872.05	\$2,171,026.58	\$2,115,603.54	\$2,032,869.37	\$2,042,109.23	\$2,480,857.61	\$2,391,375.92	\$2,318,772.70	\$2,190,836.51
JULY		\$2,402,381.61	(2,402,382)	-100.00%	\$2,194,793.45	\$2,184,757.62	\$2,179,348.26	\$2,095,198.37	\$2,142,810.94	\$2,211,035.61	\$2,413,981.16	\$2,422,157.82	\$2,350,897.70
AUGUST		\$2,260,650.90	(2,260,651)	-100.00%	\$2,131,451.32	\$2,098,370.72	\$2,056,472.99	\$1,921,334.27	\$1,988,116.81	\$2,154,916.80	\$2,231,803.25	\$2,203,672.55	\$2,098,976.08
SEPTEMBER		\$2,271,099.25	(2,271,099)	-100.00%	\$2,178,821.22	\$2,118,841.79	\$2,077,732.37	\$1,979,641.24	\$2,065,848.81	\$2,332,187.51	\$2,342,155.12	\$2,315,788.43	\$2,200,938.80
Year to Date	\$21,300,158.00	\$20,287,543.84	1,012,614	4.99%	\$26,185,399.48	\$25,999,521.41	\$25,354,452.27	\$24,344,285.23	\$25,293,118.49	\$27,598,509.38	\$28,400,092.29	\$28,373,821.59	\$26,845,038.37
FY TOTALS	\$27,221,675.60												

NOTES:

June 2015 Collections Include Two Returns Filed And Remitted In June 2015 For Periodic Taxpayer ID#39999. June 2014 Collections Only Included One Return Filed And Remitted For This Same Taxpayer.

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MONTGOMERY COUNTY COMMISSION
TOTAL LODGING TAX COLLECTION COMPARISON
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

Month Taxes Deposited	FY 15 County Collections (Net of Audits)	FY 14 County Collections (Net of Audits)	Difference	FY 14% of FY 13	FY 13 County Collections (Net of Audits)	FY 12 County Collections (Net of Audits)	FY 11 County Collections (Net of Audits)	FY 10 County Collections (Net of Audits)	FY 09 County Collections (Net of Audits)	FY 08 County Collections (Net of Audits)	FY 07 County Collections	FY 06 County Collections
OCTOBER	\$202,931.97	\$125,810.01	\$77,121.96	61.30%	\$130,518.53	\$125,788.39	\$90,450.70	\$76,167.78	\$90,394.00	\$85,389.00	\$88,786.68	
NOVEMBER	\$203,853.15	\$134,418.39	\$69,434.76	51.66%	\$129,403.01	\$138,865.64	\$97,820.73	\$83,493.00	\$91,018.26	\$82,912.00	\$89,381.10	
DECEMBER	\$198,304.69	\$131,612.41	\$66,692.28	50.67%	\$122,045.52	\$135,043.41	\$73,352.65	\$75,264.67	\$78,616.00	\$70,910.00	\$81,974.31	
JANUARY	\$189,614.07	\$175,582.73	\$14,031.34	8.00%	\$119,034.95	\$116,980.65	\$117,494.72	\$77,080.62	\$63,845.00	\$74,508.00	\$71,216.23	
FEBRUARY	\$185,372.85	\$173,369.88	\$12,002.97	6.92%	\$110,354.05	\$112,071.38	\$110,488.53	\$79,625.91	\$65,773.76	\$69,418.38	\$72,734.13	
MARCH	\$203,648.13	\$202,573.31	\$1,074.82	0.53%	\$120,791.98	\$140,556.81	\$133,350.07	\$91,658.00	\$85,980.68	\$104,324.00	\$79,463.09	
APRIL	\$241,254.42	\$223,538.94	\$17,715.48	7.93%	\$154,554.57	\$155,686.79	\$143,432.70	\$97,434.00	\$85,419.80	\$98,280.44	\$91,745.00	
MAY	\$216,027.19	\$203,301.77	\$12,725.42	6.26%	\$138,910.11	\$132,858.15	\$135,834.83	\$90,676.00	\$83,291.00	\$94,118.00	\$103,146.70	\$77,494.40
JUNE	\$241,147.97	\$226,716.73	\$14,431.24	6.37%	\$143,536.96	\$138,452.60	\$133,739.74	\$86,555.85	\$80,215.00	\$86,708.00	\$80,089.00	\$84,995.48
JULY		\$238,103.50	-\$238,103.50	-100.00%	\$147,308.81	\$146,942.78	\$145,371.25	\$98,492.84	\$87,515.78	\$101,872.08	\$91,751.00	\$88,320.49
AUGUST		\$238,388.25	-\$238,388.25	-100.00%	\$146,825.48	\$148,822.89	\$147,058.66	\$96,310.00	\$94,001.00	\$92,973.52	\$89,222.00	\$94,782.91
SEPTEMBER		\$203,577.01	-\$203,577.01	-100.00%	\$137,316.54	\$139,758.00	\$142,709.12	\$87,044.00	\$86,034.26	\$95,520.98	\$87,431.00	\$85,760.00
Year to Date	\$1,882,154.44	\$1,596,804.17	\$285,250.27	17.85%	\$1,600,688.31	\$1,631,817.20	\$1,471,103.80	\$1,037,802.47	\$1,010,105.52	\$1,059,041.41	\$1,034,812.24	\$431,353.28
FY TOTALS	\$2,276,970.93											

NOTES:

Lodging Rate Changed Effective December 1, 2013. Rate Increased From \$1.50 To \$2.25 Per Room Rent/Furnished. Lodging Rate Was \$1.50 Per Room Rent/Furnished From December 1, 2010 Through November 30, 2013. Initial Lodging Rate Was \$1.00 Per Room Rent/Furnished From April 1, 2006 Through November 30, 2010.

Lodging Taxes Are Reported And Collected In Arrears. Thus The First Reporting/Collection Period For The New \$2.25 Lodging Rate Started In January 2014 For The December 2013 Tax Period.

MONTGOMERY COUNTY COMMISSION
TOTAL MOTOR FUEL / GASOLINE TAX COLLECTION COMPARISON
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

Month Taxes Deposited	FY 15 County Collections	FY 14 County Collections	Difference	FY 15 % of FY 14	FY 13 County Collections	FY 12 County Collections	FY 11 County Collections	FY 10 County Collections	FY 09 County Collections	FY 08 County Collections	FY 07 County Collections	FY 06 County Collections	FY 05 County Collections	FY 04 County Collections
OCTOBER	\$127,603.30	\$115,849.14	\$11,754.16	10.15%	\$117,747.11	\$122,397.70	\$129,485.41	\$128,602.75	\$122,819.40	\$131,431.18	\$147,134.81	\$149,691.76	\$138,283.70	\$138,524.25
NOVEMBER	\$133,268.71	\$144,887.33	-\$11,618.62	-8.02%	\$128,927.51	\$128,138.43	\$131,821.66	\$131,109.74	\$140,959.08	\$139,649.82	\$149,345.81	\$170,906.01	\$140,764.99	\$139,303.09
DECEMBER	\$122,059.10	\$119,369.29	\$2,689.81	2.25%	\$119,209.28	\$123,734.48	\$122,993.67	\$121,824.86	\$126,525.74	\$130,576.82	\$142,001.39	\$137,069.46	\$137,192.77	\$130,614.23
JANUARY	\$134,158.69	\$124,428.93	\$9,729.76	7.82%	\$119,438.35	\$123,368.06	\$132,489.50	\$134,624.20	\$133,168.99	\$132,710.13	\$137,632.24	\$145,554.62	\$143,017.17	\$140,807.20
FEBRUARY	\$133,657.15	\$116,282.54	\$17,394.61	14.96%	\$120,575.79	\$116,317.60	\$117,843.96	\$124,818.72	\$124,744.47	\$122,457.49	\$128,594.64	\$121,357.94	\$126,331.93	\$131,563.01
MARCH	\$124,054.65	\$113,158.67	\$10,895.98	9.63%	\$116,366.70	\$116,944.66	\$119,740.83	\$122,760.78	\$122,181.42	\$127,836.30	\$129,748.15	\$148,493.12	\$130,888.28	\$132,255.94
APRIL	\$138,516.44	\$129,185.59	\$9,350.85	7.24%	\$132,760.62	\$125,195.99	\$133,672.83	\$140,254.48	\$131,464.61	\$143,992.63	\$121,070.37	\$147,331.92	\$146,760.44	\$148,737.03
MAY	\$139,660.22	\$127,482.01	\$12,398.21	9.73%	\$128,976.62	\$127,146.26	\$128,147.03	\$139,372.47	\$134,069.49	\$134,682.63	\$130,277.77	\$135,435.46	\$143,700.38	\$142,563.23
JUNE	\$138,102.44	\$132,708.57	\$5,393.87	4.06%	\$135,036.74	\$133,057.88	\$131,383.65	\$138,630.67	\$130,919.07	\$150,668.15	\$142,064.48	\$143,658.10	\$140,726.10	\$137,113.75
JULY		\$128,657.59	-\$128,657.59	-100.00%	\$138,899.14	\$129,894.40	\$130,793.70	\$137,671.94	\$135,859.21	\$133,863.13	\$138,886.87	\$150,335.37	\$148,221.33	\$134,076.13
AUGUST		\$137,914.11	-\$137,914.11	-100.00%	\$134,598.24	\$132,248.94	\$127,265.33	\$130,748.17	\$126,087.38	\$137,111.09	\$135,154.02	\$144,162.10	\$148,790.07	\$146,000.86
SEPTEMBER		\$134,963.91	-\$134,963.91	-100.00%	\$131,981.94	\$136,543.09	\$137,599.99	\$135,678.23	\$140,923.91	\$137,251.76	\$109,066.03	\$152,983.09	\$157,462.84	\$140,566.55
Year to Date	\$1,191,260.70	\$1,123,292.27	\$67,968.43	6.05%	\$1,522,528.24	\$1,514,987.99	\$1,543,417.76	\$1,586,295.07	\$1,569,722.77	\$1,622,221.33	\$1,611,976.56	\$1,744,978.85	\$1,708,120.00	\$1,662,125.27

FY Totals \$1,524,627.88

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