REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JUNE 2, 2014

AGENDA

INFORMATION SESSION

Call to Order Welcome at 8:00 a.m.

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
County Attorney
County Engineer
Chief Information and Technology Officer

Comments from Scheduled Attendees:

Attorney Clinton Graves with Gilpin Givhan, PC
Executive Director Lynn Beshear Envision 2020, Mike Murphree and Dianne Teague with Medical Aids Outreach (MAO) and Nancy Hogan and Chris Anderson with Medical Outreach Ministries (MOM)
Sr. Vice President Tim Holmes and Architect Jeff Cahill with JMR+H Architecture, PC
Presiding Circuit Judge Charles Price and Director Aylia McKee with the Public Defender's Office
Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Williams

Pledge of Allegiance Led By Chairman Dean

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of May 19, 2014

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

PUBLIC HEARING:

Public Hearing Regarding Application to the Department of Justice, for the Edward Byrne Memorial Justice Assistance Grant for Fiscal Year 2014, Sheriff's Office

NEW BUSINESS:

1. Consider Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 2PER (FY2012 - $20,100), Sheriff's Office

2. Consider Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 3ATL (FY2013 - $25,000), Sheriff's Office

3. Consider Lease Agreement with the City of Montgomery Regarding One Dexter Plaza, Located at One Court Square, for the Temporary Relocation of the District Attorney's Office, County Commission

4. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission

5. Consider Bid Award for Preventive Maintenance Services on the Heating, Ventilation, Air Conditioning and Controls, Bid No. 51901-14B-004, Detention Facility

6. Consider Bid Award for Graphics and Lettering for Sheriff's Vehicles, Bid No. 52110-14B-007, Sheriff's Office

7. Consider Position Fill Request for Inmate Grievance/Disciplinary Clerk, Position Number 110, Detention Facility

8. Consider Position Fill Request for Payroll Clerk, Position Number 006, Sheriff's Office

9. Consider Position Fill Requests – Personnel Department (2)

    1. Clerk Typist II, Position Number 013
    2. Clerk III, Position Number 023

10. Consider Travel/Training Requests (5)

Reports from Staff:

County Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Circuit Judge Johnny Hardwick and Executive Director Juanida Pitts and Melinda Ricketts with A Cut Above the Rest Training Facility
Dr. David Thrasher

Reports from Staff:

County Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

JUNE 2, 2014	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
JUNE 16, 2014	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
JULY 4, 2014	County Holiday (Independence Day)
JULY 7, 2014	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
JULY 21, 2014	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
AUGUST 4, 2014	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
AUGUST 18, 2014	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.

PERSONNEL ACTIONS

Fill action continues for 1 Deputy Administrator – County Commission Office
Fill action continues for 1 Mapping Technician – Appraisal Department
Fill action continues for 3 Appraiser II – Appraisal Department
Fill action continues for 1 IT Specialist/Systems (Applications) – Information Systems
Fill action continues for 1 IT Specialist/Network/Infrastructure – Information Systems
Fill action continues for 1 IT Technicians/Systems – Information Systems
Fill action continues for 1 IT Engineering/Systems – Information Systems
Fill action continues for 2 Programmer Analyst II's – Information Systems
Fill action continues for 2 Service Maintenance Worker I's – Support Services Department
Fill action continues for 1 Custodial Maintenance Manager – Support Services Department
Fill action continues for 1 Purchasing Manager – Support Services Department
Fill action continues for 1 Community Corrections Officer – Community Corrections
Fill action continues for 1 Assistant Revenue Manager – Tax & Audit Department
Fill action continues for 1 Secretary – District Attorney's Office
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Director – District Attorney Pre-Trial
Fill action continues for 27 Correction Officer Trainees – Detention Facility
Fill action continues for 1 Inmate Grievance/Disciplinary Clerk – Detention Facility
Fill action continues for 1 Corrections Officer / Corporal – Detention Facility
Fill action continues for 1 Clerk II – Detention Facility
Fill action continues for 1 CREO 1 (Bridge) – Engineering Department
Fill action continues for 2 CREO 1's – Engineering Department
Fill action continues for 2 Service Maintenance Worker I's – Personnel Department
Fill action continues for 1 Customer Service Clerk – Probate Judge's Office
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 1 Customer Service Clerk (Part-Time) – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Clerk Typist II – Sheriff's Office
Fill action continues for 2 Deputy Sheriff/Deputy Sheriff Trainee – Sheriff's Office
Fill action continues for 2 Deputy Sheriff – Sheriff's Office
Fill action continues for 1 Fingerprint Classifier – Sheriff's Office
Fill action continues for 1 Retired RSA Employee – Sheriff's Office
Fill action continues for 1 Emergency Communication Operator I/II – Sheriff's Office
Fill action continues for 1 Relief Cook – Youth Facility
Fill action continues for 1 Juvenile Detention Office – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 2 Service Maintenance Worker I – Youth Facility
Fill action continues for 3 Juvenile Detention Officer's (Part-Time) – Youth Facility

June 2, 2014

Agenda

JUN - 2 2014

06-02-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 05-16-14

Check Number	To	Check Number
243388		243469
Total Checks Paid		$370,042.40

CHECK #	PAYEE	AMOUNT	DATE
243385	Stivers Ford Lincoln Mazda	$ 169.12	05/08/14
243386	City of Montgomery	$ 750.00	05/08/14
243387	Nextran Corp.	$219,198.00	05/14/14

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

Agenda

JUN - 2 2014

06-02-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 05-16-14

Check Number	To	Check Number
243470		243561
Total Checks Paid		$224,067.23

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

Agenda
JUN - 2 2014

06-02-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 05-23-14

Check Number	To	Check Number
243563		243618
Total Checks Paid		$197,978.76

CHECK #	PAYEE	AMOUNT	DATE
243562	The Montgomery Achiever's Hall of Fame, Inc.	$750.00	05/19/14

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

Agenda

JUN - 2 2014

06-02-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 05-23-14

Check Number	To	Check Number
243619		243691
Total Checks Paid		$1,193,599.12

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

Agenda

JUN - 2 2014

06/02/14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 05/30/14

Payroll Check Number	119784	To	Payroll Check Number	119883	$	79,287.23
Direct Deposits					$	846,898.11
Payroll Check Number	119884	To	Payroll Check Number	119899	$	197,199.57
Direct Deposits					$	59,754.82
Federal Deposits					$	323,231.04
Total Payroll Paid					$	1,506,370.77

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

Today's LEGALS

THIS PROPERTY WILL BE SOLD ON AN "AS IS, WHERE IS" BASIS, SUBJECT TO ANY EASEMENTS, ENCUMBRANCES AND EXCEPTIONS REFLECTED IN THE MORTGAGE AND THOSE CONTAINED IN THE RECORDS OF THE OFFICE OF THE JUDGE OF THE PROBATE WHERE THE ABOVE-DESCRIBED PROPERTY IS SITUATED. THIS PROPERTY WILL BE SOLD WITHOUT WARRANTY OR RECOURSE, EXPRESSED OR IMPLIED AS TO TITLE, USE AND/OR ENJOYMENT AND WILL BE SOLD SUBJECT TO THE RIGHT OF REDEMPTION OF ALL PARTIES ENTITLED THERETO.

Said sale is made for the purpose of paying the said indebtedness and the expenses incident to this sale, including a reasonable attorney's fee. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the mortgagee.

Bank of America, N. A.
Mortgagee

William McFadden
McFadden, Lyon & Rouse, L.L.C.
718 Downtowner Blvd.
Mobile, AL 36609

Mont. Adv. 5/13, 5/20, 5/27/2014

996979

LEGAL NOTICE

NOTICE OF THE ANNUAL MEETING OF THE

BOARD OF DIRECTORS OF THE

Today's LEGALS

ALABAMA HOUSING FINANCE AUTHORITY

The annual meeting of the Board of Directors of the Alabama Housing Finance Authority will be held Tuesday, June 3, 2014 at 11:00 a.m. Central Time, at the office of the Alabama Housing Finance Authority, 7460 Halcyon Pointe Drive, Suite 200, Montgomery, Alabama.

The purpose of the meeting will be (a) election of officers, (b) consideration and determinations of allocation of Multifamily HOME/Housing Credits for 2014, (c) consideration of resolution regarding the Authority's Multifamily Housing Revenue Bonds (Ard Rural Development Portfolio) 2014 Series B, (d) consideration of resolution regarding Fannie Mae authorized individuals, (e) consideration of resolution regarding the execution of loan servicing documents, (f) annual report of the Executive Director, and (g) to consider and take any and all actions deemed necessary or desirable by the Authority on any matter pending before it or which may be brought before the meeting.

Mont. Adv. 5/27/2014

997589

PUBLIC HEARING

The Montgomery Police Department and Montgomery County Sheriff's Office will be holding public hearing to discuss

Today's LEGALS

application to the Department of Justice, Justice Assistance Grant for the FY2014. The City Council will meet in Room 142 of City Hall, 103 North Perry Street at 5:00 P.M. on Tuesday, June 03, 2014. The Montgomery County Commission will meet on the first floor of the Montgomery County Administration Building, Courthouse Annex III, 101 S. Lawrence Street. The meeting will begin at 9:30 A.M. in the Commissioner's Court on Monday, June 02, 2014. Anyone wishing to comment may do so at these times.

Mont. Adv. 5/27/2014

997326

PUBLIC NOTICE

Cellco Partnership and its controlled affiliates doing business as Verizon Wireless (Verizon Wireless) is proposing the replacement of existing antennas located on buildings off of 100 Commerce Street, Montgomery, Montgomery County, AL 36104 (32-22' 45.6" North and 86-18' 38.1" West). The overall height of the building and antenna will be 137 ft. Public comments regarding potential effects from this site on historic properties may be submitted within 30-days from the date of this publication to: S. Carter, Terracon, 2855 Premiere Pkwy, Suite C, Duluth, GA 30097, 770-623-0755 or slcarter@terracon.com

Mont. Adv. 05/27/2014

997671

12-1

D.T. MARSHALL, SHERIFF

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

Agenda

JUN - 2 2014

May 27, 2014

MEMORANDUM

TO	:	Mr. Donnie Mims County Administrator
FROM	:	Sheriff D. T. Marshall DTM Montgomery County Sheriff's Office
SUBJECT	:	Edward Byrne Memorial Justice Assistance Grant (JAG)

As you are aware on April 30, 2014, the Sheriff's Office advised the County Commission of our intent to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG). On May 5, 2014, the MOU was approved by the County Commission. As per grant requirements, a public hearing is required on the use of the funds of the grant. The advertisement for this hearing was placed in the local paper by the Montgomery Police Department.

Please place on the County Commission agenda for June 2, 2014, the public hearing for comments on how this grant money will be applied and for final approval for grant usage by the County Commission.

If you need any additional information, please do not hesitate to call on me.

DTM/tb

Attachments:
- Copy of First Notice April 30, 2014
- Copy of Second Notice MOU for County Agenda May 19, 2014

17-2

D.T. MARSHALL, SHERIFF

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

April 30, 2014

MEMORANDUM

TO	:	Mr. Donnie Mims County Administrator
FROM	:	Sheriff D. T. Marshall Montgomery County Sheriff's Office
SUBJECT	:	2014 Edward Byrne Memorial Justice Assistance Grant

COPY

This is to advise you that the Sheriff's Office will be applying for the Edward Byrne Memorial Justice Assistance Grant (JAG Local) for fiscal year 2014. As required, we are notifying our local unit of government of our intention of applying for this grant along with the City of Montgomery. The total amount of this grant is $77,075.00, which will be split with the City of Montgomery receiving 60% ($46,245.00) of the grant and Montgomery County receiving 40% ($30,830.00) of the grant. This grant requires no matching funds.

Please place this on the agenda for the May 5, 2014, County Commission meeting for approval by the County Commission. If you need any additional information, please do not hesitate to call on me.

DTM/tb

POST OFFICE BOX 4219 ☆ MONTGOMERY, ALABAMA 36103-4219 ☆ MONTGOMERY COUNTY ALABAMA

D.T. MARSHALL, SHERIFF

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

Agenda
JUN - 2 2014

May 12, 2014

MEMORANDUM

TO	:	Mr. Donnie Mims County Administrator
FROM	:	Chief Deputy Derrick Cunningham Montgomery County Sheriff's Office
SUBJECT	:	Homeland Security Grant Grant #2PER

Please place Grant #2PER on the County Agenda for approval. Upon approval by the Commission, please have Mr. Dean sign this grant.

If you would have your personnel call my office, I will send someone to pick up the signed grant. Your assistance in this matter will be appreciated.

DC/crv

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

1. Grantee Name & Address:		2. Issuing Office & Address:	
Montgomery County Sheriff's Department 115 S. Perry Street Montgomery, AL 36104-4243		Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2012	**4. Amount of:** Federal: $20,100.00 Total: $20,100.00	**5. Effective Dates** Begin:5/1/2014 End: 6/30/2014	**6. Grant Number:** 2PER

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub-grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2012 is herein referred to as the Agreement Fiscal Year.

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

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

3. Audit Requirements: The sub-grantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by 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 sub-grantee has not expended the amount of federal funds that would require a compliance audit. The sub-grantee agrees to accept these requirements.

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

Initial Here DC

1-2

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

5. Project Implementation: The sub-grantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.

6. Written Approval of Changes: Any mutually agreed upon changes to this sub-grant must be approved, in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

7. Individual Consultants: Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.

8. Bidding Requirements: The sub-grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6.

9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all homeland security grant related financial matters, including personnel and travel costs. Sub-grantees must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available upon request. Personnel and travel costs must also be consistent with the jurisdiction's policies and procedures, and must be applied uniformly to both federally financed and locally financed activities of the agency. In the absence of jurisdictional requirements, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. *However, at no time can the agency's travel and lodging expenses rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.

10. Terms of Grant Period: Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.

11. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the sub-grantees approved project plan and budget. Items submitted for reimbursement must be in the sub-grantee's approved grant budget and documented in the budget detail worksheet in order to be eligible for reimbursement. Grants failing to meet this requirement without prior written approval are subject to cancellation. Additionally, payments will be adjusted to correct previous overpayments, disallowances or under payments resulting from audit.

12. Recording and Documentation of Receipts and Expenditures: Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all grant 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, grant award documents, etc.

13. Financial Responsibility: The financial responsibility of sub-grantees must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

Initial Here DC 1-3

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;

b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;

c. The accounting system should provide accurate and current financial reporting information;

d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

14. Property Control:

a. Effective control and accountability must be maintained for all grant-purchased property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should ensure proper use, maintenance, protection and preservation of such property.

b. Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

c. Use and Disposition: Equipment shall be used by the sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to ALEA immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable and coordinated in advance with ALEA.

d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. *These vehicles may not be used for routine administration or daily operations*. The mileage for all vehicles purchased with homeland security grant funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.

e. Equipment: The sub-grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting the ALEA.

15. Performance: This grant 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 grant conditions or other obligations established by ALEA. In the event the sub-grantee fails to perform the services described herein and has previously received financial assistance from ALEA, the sub-grantee shall reimburse ALEA the full amount of the payments made. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, the sub-grantee shall proportionally reimburse ALEA for payments made.

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

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

17. Americans with Disabilities Act of 1990 (ADA): The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.

19. Utilization of Minority Businesses: Sub-grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

21. Debarment Certification: With the signing of the grant application, the sub-grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.

22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub-grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant, or government-wide suspension or debarment.

23. Publications: The sub-grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The sub-grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.

24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

25. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA Guidelines or "Special Conditions" placed on the grant award.

26. Compliance Agreement: The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the grant.

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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

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

c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with 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 grant (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 space. Please note that the grant can only be charged for the grant's portion of rental costs. The grant cannot be used for mortgage payments as this is unallowable.

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

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

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

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

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

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

f. Other good cause shown.

29. National Incident Management System (NIMS): The State met the NIMS compliance requirements in order to receive FY13 homeland security grant funding. The jurisdictions and agencies that established NIMSCAST accounts and submitted their annual rollups by the annual deadline are also eligible to receive FY13 homeland security grant funding.

a. County sub-grantees of FY13 Homeland Security grants (i.e., those that met the NIMS compliance requirements) may only allocate or use HS funding for those cities, towns, and agencies that also met the annual NIMS deadline. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any County allocates or uses FY13 Homeland Security funding for a city, town or agency that is not NIMS compliant, ALEA will not process the reimbursement request and it will be returned without action.

COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the sub-grantee agrees to remain a party to the AMAS program.

31. Budget Detail Worksheet (BDW):

a. The sub-grantee agrees to submit a Budget Detail Worksheet to the Alabama Law Enforcement Agency (ALEA) and must await formal approval of the worksheet in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the items requested. The worksheet submitted by the sub-grantee will provide a complete and detailed description of the items (equipment, training, and exercises) to be purchased and will also provide a valid estimate of the actual quantities and costs involved. Care should be taken to ensure the items requested on the worksheet are allowable in accordance with the US DHS grant guidance, and if equipment, listed on the current version of the Authorized Equipment List (AEL). Copies of the fiscal year grant guidance and the current version of the AEL are available on the ALEA web site. Additionally, a revised worksheet must be submitted for addition or deletion of all items from the original worksheet. If additions, deletions, or changes in cost total $5000.00 or more, a new signature sheet by stakeholders is also required. Electronic copies of budget detail worksheet must be submitted within 60 days of receipt of this grant. The electronic budget detail worksheet is a requirement in addition to the paper copies that may have been submitted previously.

b. Special Instructions: In regard to law enforcement, the sub-grantee agrees to spend the appropriate percentage of this grant in compliance with US DHS grant guidance and ALEA special instructions. Additionally, the amount to be spent and the percentage for the expenditures for law enforcement will be documented in a letter and attached to the budget detail worksheet.

32. Metropolitan Medical Response System (MMRS):

a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS sub-grantees are to:

- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
- Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework
- Promote sub-State regional coordination of mutual aid with neighboring localities
- Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events
- Validate the sub-grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
- Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
- Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard
- Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
- Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained
- Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments

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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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b. Detailed budget worksheets will document program expenses as prescribed in other sections of the grant guidance. Detailed budget worksheets will be prepared and provided to 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. Homeland Security Exercises: All exercises conducted with HSGP funding must be NIMS compliant and must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The Alabama Emergency Management Agency serves as the single point of contact for homeland security and emergency management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP grant guidance, grant recipients must ensure that an After Action Report and an Improvement Plan are prepared for each exercise conducted with US DHS and FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise point of contact and submitted to the FEMA secure portal within 60 days following each exercise.

34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in FY12 HSGP grant guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not normally be authorized and all requests for overtime must be coordinated in advance and approved by 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), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to spend FY12 HSGP funds on operational overtime costs prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses are *not allowed* except as part of the standard National Guard deployment package.

35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, subgrantees must provide to the SAA (ALEA) appropriate documentation required by HSGP grant guidance (for forwarding to FEMA) prior to draw down of funds. Subgrantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects that were initiated or completed before an EHP review was concluded and used HSGP funds will be de-obligated. MMRS funds may not be used for any type of construction.

36. Special Instructions: This grant is for the delivery of NIMS ICS 300 and ICS 400 training courses.

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CFDA TITLE: Homeland Security Grant Program
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CERTIFICATION BY COUNTY HOMELAND SECURITY (HS) POINT OF CONTACT (POC)

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

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address: Montgomery County Sheriff's Ofc, 115 S. Perry St., Mtgy., AL 36104

Phone Number: 334.832.1646

Fax Number: 334.832.7113

Mobile Number: 334.850.1329

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

Signature: [signature] Date: 5/12/14

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name:

Title:

Agency Address:

Phone Number:

Signature: Date:

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Secretary, Alabama Law Enforcement Agency

Signature: [signature] Date: 5/7/2014

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

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

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

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

   A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

   B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

   C. The undersigned shall require that the language of this certification be included in the award documents for all 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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CFDA TITLE: Homeland Security Grant Program
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CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --
   (a) The dangers of drug abuse in the workplace;
   (b) The grantee's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation and employee assistance programs, and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

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

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

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

Alabama 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 grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by 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 grant award being delayed and/or cancelled.

Form Completed By
Name: Title:

Signature:

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D.T. MARSHALL, SHERIFF

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

Agenda

JUN - 2 2014

May 8, 2014

MEMORANDUM

TO	:	Mr. Donnie Mims County Administrator
FROM	:	Chief Deputy Derrick Cunningham D.C Montgomery County Sheriff's Office
SUBJECT	:	Homeland Security Grant Grant #3ATL

Please place Grant #3ATL on the County Agenda for approval. Upon approval by the Commission, please have Mr. Dean sign this grant.

If you would have your personnel call my office, I will send someone to pick up the signed grant. Your assistance in this matter will be appreciated.

DC/crv

8 from

POST OFFICE BOX 4219 ☆ MONTGOMERY, ALABAMA 36103-4219 ☆ MONTGOMERY COUNTY ALABAMA

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

1. Grantee 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: $25,000.00 Total: $25,000.00	**5. Effective Dates** Begin:4/1/2014 End: 7/31/2014	**6. Grant Number:** 3ATL

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

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

3. Audit Requirements: The sub-grantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by 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 sub-grantee has not expended the amount of federal funds that would require a compliance audit. The sub-grantee agrees to accept these requirements.

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

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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

5. Project Implementation: The sub-grantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.

6. Written Approval of Changes: Any mutually agreed upon changes to this sub-grant must be approved, in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

7. Individual Consultants: Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.

8. Bidding Requirements: The sub-grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6.

9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all homeland security grant related financial matters, including personnel and travel costs. Sub-grantees must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available upon request. Personnel and travel costs must also be consistent with the jurisdiction's policies and procedures, and must be applied uniformly to both federally financed and locally financed activities of the agency. In the absence of jurisdictional requirements, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. *However, at no time can the agency's travel and lodging expenses rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.

10. Terms of Grant Period: Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.

11. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the sub-grantees approved project plan and budget. Items submitted for reimbursement must be in the sub-grantee's approved grant budget and documented in the budget detail worksheet in order to be eligible for reimbursement. Grants failing to meet this requirement without prior written approval are subject to cancellation. Additionally, payments will be adjusted to correct previous overpayments, disallowances or under payments resulting from audit.

12. Recording and Documentation of Receipts and Expenditures: Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all grant 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, grant award documents, etc.

13. Financial Responsibility: The financial responsibility of sub-grantees must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;

b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;

c. The accounting system should provide accurate and current financial reporting information;

d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

14. Property Control:

a. Effective control and accountability must be maintained for all grant-purchased property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should ensure proper use, maintenance, protection and preservation of such property.

b. Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

c. Use and Disposition: Equipment shall be used by the sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to ALEA immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable and coordinated in advance with ALEA.

d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. *These vehicles may not be used for routine administration or daily operations*. The mileage for all vehicles purchased with homeland security grant funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.

e. Equipment: The sub-grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting the ALEA.

15. Performance: This grant 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 grant conditions or other obligations established by ALEA. In the event the sub-grantee fails to perform the services described herein and has previously received financial assistance from ALEA, the sub-grantee shall reimburse ALEA the full amount of the payments made. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, the sub-grantee shall proportionally reimburse ALEA for payments made.

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

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STATE HOMELAND SECURITY GRANT PROGRAM
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17. Americans with Disabilities Act of 1990 (ADA): The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.

19. Utilization of Minority Businesses: Sub-grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

21. Debarment Certification: With the signing of the grant application, the sub-grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.

22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub-grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant, or government-wide suspension or debarment.

23. Publications: The sub-grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The sub-grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.

24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

25. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA Guidelines or "Special Conditions" placed on the grant award.

26. Compliance Agreement: The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the grant.

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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

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

c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with 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 grant (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 space. Please note that the grant can only be charged for the grant's portion of rental costs. The grant cannot be used for mortgage payments as this is unallowable.

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

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

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

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

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

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

f. Other good cause shown.

29. National Incident Management System (NIMS): The State met the NIMS compliance requirements in order to receive FY13 homeland security grant funding. The jurisdictions and agencies that established NIMSCAST accounts and submitted their annual rollups by the annual deadline are also eligible to receive FY13 homeland security grant funding.

a. County sub-grantees of FY13 Homeland Security grants (i.e., those that met the NIMS compliance requirements) may only allocate or use HS funding for those cities, towns, and agencies that also met the annual NIMS deadline. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any County allocates or uses FY13 Homeland Security funding for a city, town or agency that is <u>not</u> NIMS compliant, ALEA will not process the reimbursement request and it will be returned without action.

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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the sub-grantee agrees to remain a party to the AMAS program.

31. Budget Detail Worksheet (BDW):

a. The sub-grantee agrees to submit a Budget Detail Worksheet to the Alabama Law Enforcement Agency (ALEA) and must await formal approval of the worksheet in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the items requested. The worksheet submitted by the sub-grantee will provide a complete and detailed description of the items (equipment, training, and exercises) to be purchased and will also provide a valid estimate of the actual quantities and costs involved. Care should be taken to ensure the items requested on the worksheet are allowable in accordance with the US DHS grant guidance, and if equipment, listed on the current version of the Authorized Equipment List (AEL). Copies of the fiscal year grant guidance and the current version of the AEL are available on the ALEA web site. Additionally, a revised worksheet must be submitted for addition or deletion of all items from the original worksheet. If additions, deletions, or changes in cost total $5000.00 or more, a new signature sheet by stakeholders is also required. Electronic copies of budget detail worksheet must be submitted within 60 days of receipt of this grant. The electronic budget detail worksheet is a requirement in addition to the paper copies that may have been submitted previously.

b. Special Instructions: In regard to law enforcement, the sub-grantee agrees to spend the appropriate percentage of this grant in compliance with US DHS grant guidance and ALEA special instructions. Additionally, the amount to be spent and the percentage for the expenditures for law enforcement will be documented in a letter and attached to the budget detail worksheet.

32. Metropolitan Medical Response System (MMRS):

a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS sub-grantees are to:

- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
- Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework
- Promote sub-State regional coordination of mutual aid with neighboring localities
- Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events
- Validate the sub-grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
- Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
- Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard
- Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
- Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained
- Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments

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COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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b. Detailed budget worksheets will document program expenses as prescribed in other sections of the grant guidance. Detailed budget worksheets will be prepared and provided to 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. Homeland Security Exercises: All exercises conducted with HSGP funding must be NIMS compliant and must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The Alabama Emergency Management Agency serves as the single point of contact for homeland security and emergency management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP grant guidance, grant recipients must ensure that an After Action Report and an Improvement Plan are prepared for each exercise conducted with US DHS and FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise point of contact and submitted to the FEMA secure portal within 60 days following each exercise.

34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in FY12 HSGP grant guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not normally be authorized and all requests for overtime must be coordinated in advance and approved by 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), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to spend FY12 HSGP funds on operational overtime costs prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses are *not allowed* except as part of the standard National Guard deployment package.

35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, subgrantees must provide to the SAA (ALEA) appropriate documentation required by HSGP grant guidance (for forwarding to FEMA) prior to draw down of funds. Subgrantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects that were initiated or completed before an EHP review was concluded and used HSGP funds will be de-obligated. MMRS funds may not be used for any type of construction.

36. Special Instructions: This grant is for costs associated with conducting ALERRT courses.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

CERTIFICATION BY COUNTY HOMELAND SECURITY (HS) POINT OF CONTACT (POC)

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

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address: Montgomery Co. Sheriff's Ofc., 115 S. Perry St., Mtgy. AL 36104

Phone Number: 334.832.1646

Fax Number: 334.832.7113

Mobile Number: 334.850.1329

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

Signature: [signature] Date: 5/8/14

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name:

Title:

Agency Address:

Phone Number:

Signature: Date:

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Secretary, Alabama Law Enforcement Agency

Signature: [signature] Date: 5/5/2014

Initial Here DC

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

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

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

1. LOBBYING

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all 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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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067

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

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

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

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

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --
(a) The dangers of drug abuse in the workplace;
(b) The grantee's policy of maintaining a drug-free workplace;
(c) Any available drug counseling, rehabilitation and employee assistance programs, and
(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

(a) Abide by the terms of the statement; and
(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- **APPLICABLE TO GRANTEES RECEIVING $50,000 OR MORE.**
As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees --

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

Alabama 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 grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by 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 grant award being delayed and/or cancelled.

Form Completed By
Name: Title:

Signature:

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ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
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

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda
JUN - 2 2014

May 27, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Lease Agreement with the City of Montgomery regarding One Dexter Plaza

The Montgomery County Commission, at its meeting on May 19, 2014, agreed to place on the next agenda a Lease Agreement with the City of Montgomery regarding One Dexter Plaza, located at One Court Square, for the temporary relocation of the District Attorney's Office.

I am requesting approval of this item.

DLM/tn

Attachment

3-1

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into as of the ______ day of June, 2014 by and between The City of Montgomery, (hereinafter referred to as "Lessor") and The Montgomery County Commission, (hereinafter referred to as "Lessee").

WITNESSETH:

In consideration of the mutual covenants and promises herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Lessor and Lessee agree as follows:

1. PREMISES. Lessor does hereby demise and lease unto Lessee and Lessee does hereby rent and lease from Lessor, subject to all of the terms and provisions hereof, approximately 11,150 S.F. on the second floor of the interior of the building known as One Dexter Plaza, located at One Court Square, Montgomery, Alabama, that is further evidenced by the area outlined in **yellow** on Exhibit "A" attached hereto and made a part hereof (herein referred to as the "Premises") and, which building is now constructed on the land described on Exhibit "B" attached hereto and made a part hereof, (herein referred to as the "Property"). The Premises and the Property are leased subject to any and all easements or other encumbrances which may now or hereafter affect the Premises and the Property.

2. PRIMARY TERM. The Primary Term of this Lease shall be for a period commencing on June 16, 2014, and expiring on September 30, 2015, (the "Primary Term"), unless extended as provided in Section 33. herein, (the "Option Term").

3. USE. The Premises shall be used and occupied by Lessee primarily for the Montgomery County District Attorney's office and related Grand Jury use and for no other use or purpose whatsoever, except upon the prior written consent of Lessor. Lessee shall have no claim against Lessor for any damages should Lessee's use and occupancy of the Premises and the Property for the purposes set forth in this Lease be prohibited or substantially impaired by reason of any law, ordinance or regulation of federal, state, county or municipal governments or by reason of any act of any legal or governmental or other public authority.

Lessee accepts the Premises "As Is," except as herein provided, and as suited for the use intended by Lessee. The Premises shall NOT be used for any illegal purpose or in violation of any regulation of any governmental body, or in any manner to create any nuisance or trespass. Lessor makes no representation or warranty that Premises are suitable for the use for which the same are leased.

4. BASE RENT. Lessee shall pay to Lessor the following Base Rent during the Primary Term of this Lease:

MONTHS	BASE RENT/MONTH	BASE RENT/YEAR
June 16, 2014 - June 30, 2014	No Rent	$N/A
July 1, 2014 - Sept. 30, 2015	$13,008.33	$156,100.00

Lessor and Lessee hereby acknowledge and agree that the Base Rent, as hereinabove defined, represents rental payable for the Premises.

The Base Rent, as herein provided, for the Primary Term of this Lease Agreement shall be due and payable monthly, in advance, beginning July 1, 2014 and monthly thereafter for the remaining fourteen (14) months of the Primary Term as provided above. In the event any installment of rent is not paid within five (5) days after it becomes due, a service fee of ten percent (10%) of the past due rental shall also become immediately due and payable. Note: See Paragraph 32., Security Payment and Paragraph 33. Renewal Options.

The Base Rent shall, at Lessee's option, include Lessee's use of furniture and cubicles currently located in the Premises. Provided Lessee desires to use such furniture and cubicles, then it agrees to accept such in its "as is" condition and, at the expiration of this Lease, return such furniture and cubicles to Lessor in the same condition as received, less normal wear and tear.

5. PREPARATION OF PREMISES. Lessor agrees to proceed with due diligence to prepare the Premises for Lessee's occupancy in accordance with the terms of this Lease and in accordance with the schedule attached hereto as Exhibit "C", Work Agreement. Lessor shall deliver the Premises for Lessee's occupancy on or before June 16, 2014.

6. ORDINANCES, REGULATIONS AND ZONING. Lessee shall not use or occupy or permit the Premises to be used or occupied in any unlawful manner or for any illegal purpose or in such manner as to constitute a nuisance or for any use in contravention of the terms of this Lease. Lessee, at Lessee's expense, shall comply with all laws, rules, regulations, ordinances and requirements of federal, state, county and municipal authorities, which may now or hereafter be in force, which shall impose any duty on Lessor or Lessee with respect to the use, occupation or alteration of the Premises. Lessee, at its expense, shall also comply with all requirements of the board of fire underwriters or fire insurance exchange or other body having similar functions. Lessee shall further comply with any liability and fire insurance company by which the Lessor and/or Lessee may be insured. Lessee shall hold the Lessor harmless from penalties, fines, costs or damages which are occasioned by and result from Lessee's use and occupancy of the Premises or any of Lessee's covenants expressed herein.

7. ALTERATIONS AND TRADE FIXTURES. Except as herein provided, Lessee shall not have the right to make any alterations, additions or improvements to the Premises without the prior written consent of Lessor. Any alterations, additions, and improvements made in accordance with the terms of this Lease shall be done and performed in a good and workmanlike manner and shall remain, from the time of construction and installation, the property of the Lessor. No such alteration by Lessee permitted herein shall violate any lawful rule or regulation, or zoning restriction or other law, or ordinance or regulation applicable thereto. Lessee shall not permit any liens to attach to the Premises on the Property and shall pay all costs for and save the Lessor harmless on account of any claims of mechanics, materialmen or any liens in connection with any

such alterations, additions or improvements. Lessee shall have the right to place on the Premises Lessee's trade fixtures, equipment and other personal property of Lessee. Lessee shall have the right to move, remove, replace or repair its trade fixtures placed upon the Premises by Lessee, provided such act is in the ordinary course of business and Lessee's covenant as to the condition of the Premises shall apply on account thereof.

8. REPAIRS AND MAINTENANCE. (a) Except for Lessor's obligation to provide that all mechanical, plumbing and electrical located within the Premises and on the Property will be in working order prior to the commencement of this Lease, and except for the Lessor's work required in Paragraph 5. herein. , Lessee agrees to accept the Premises and the Property in an "as is" condition. The maintenance and repair of the Premises to be performed by Lessor, during the term of this Lease, shall include, without limitation, plate glass, windows, security system, interior maintenance, electrical, including light bulbs, plumbing, heating and cooling systems , and floor and window coverings of the Premises. Lessor agrees to maintain and repair the slab, the roof, the exterior structural portions of the Premises including the parking areas/deck on the Property.

(b) Lessee shall take good care of the Premises and, at Lessee's expense, shall promptly make all repairs, ordinary or extraordinary, interior or exterior, in and about the Premises and the Property required by reason of (1) the installation or operation of Lessee's property in the Premises, (2) the moving of Lessee's property in or out of the Premises, or (3) the misuse or neglect or other act of or sufferance by Lessee or any of its employees, agents or contractors except if caused by the fault of Lessor or its employees, agents, or contractors. Lessee, at its expense, shall repair all scratched, damaged or broken doors or glass in the Premises and shall be responsible for all repairs, maintenance and replacement of wall and floor coverings in the Premises that are damaged as a result of Lessee's negligence.

In the event any of the Premises' HVAC compressors break down, or for any cause or reason cease to function properly, except for Lessee's neglect or failure to perform as required herein, Lessor shall use reasonable diligence to repair the same within ten (10) business days from the date of written notice from Lessee. If Lessor shall fail to comply with this provision, after being given written notice of the need thereof from Lessee, Lessee may perform Lessor's obligation and make such repairs, as the case may be. If it does, all amounts paid by Lessee in connection with such HVAC repairs will be payable by Lessor to Lessee on demand. If Lessor fails to make the repayment, Lessee shall have the right to offset the amount of the repayment against its Base Rent; however, Lessee will have no lien or claim against the Premises.

9. AD VALOREM TAXES. Lessor shall be responsible for payment of all real estate ad valorem taxes, if any, assessed against the Property. Lessee shall be responsible and shall pay any taxes due on its property located in the Premises.

10. UTILITIES, DEBRIS REMOVAL, ETC. Lessor shall provide, at Lessor's expense, janitorial service (5 nights per week), garbage collection and any and all utilities including electrical, gas and water related to the Premises. Lessor shall pay for all exterior lawn services at the Property. Lessee shall provide, at Lessee's expense, any and all expenses related to its telephones, IT and data services at the Premises. Lessee shall allow no liens to attach to the Premises on account thereof and shall indemnify Lessor and save Lessor harmless on account thereof.

11. SIGNS. Lessee may, at Lessee's own risk and expense, provided Lessee first secures any necessary governmental authorities' approval and the prior written consent of Lessor, lawfully erect or place signs concerning the business of the Lessee on interior glass doors of the Premises in location(s) approved in advance by Lessor. Any sign placed thereon during the term of this Lease shall comply with all applicable zoning requirements and restrictive covenants, if any, affecting the Premises and the Property. Lessee agrees to maintain said signs in good state of repair, to save Lessor harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of the same, and shall repair any damage which may have been caused by the erection, existence, maintenance or removal of such signs. Prior to the end of the term hereof Lessee agrees to remove the same at its expense and to repair or cause to be repaired any damage to the Premises and/or the Property which may occur on account thereof.

12. INSPECTION. Lessee agrees to permit Lessor or Lessor's agents to inspect or examine the Premises and the Property at any reasonable times and to permit Lessor to make such repairs to the Premises and the Property which Lessor may deem desirable or necessary for its safety or preservation, and which Lessee has failed to do and Lessor may assess Lessee for the cost of such repairs as additional rental. Such permission as is granted hereby to Lessor shall not be deemed to require Lessor to do any act unless specifically provided for in this Lease.

13. INDEMNIFICATION OF LESSOR BY LESSEE. Lessee agrees to indemnify Lessor and save Lessor harmless from all suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage (and each and all of them) arising from or out of any occurrence in, upon, or from the Premises and the Property or resulting from or attributable to the occupancy or use by Lessee of said Premises and the Property or any part of thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, invitees or licensees. Lessee shall store its property and shall only allow other's to place their property in or upon, and shall occupy, the Premises and the Property at its and their own risk and releases Lessor, to the fullest extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage, no matter when or where or to whom same occurs without being limited by any other provision of this Lease.

Lessor shall not be responsible or liable to Lessee or to any other person or persons for any loss or damage to either the person or property of Lessee or to any other person or persons. Lessor shall not be responsible for any injury, loss or damage to any person or to any property of Lessee or any other person caused by or resulting from bursting, breakage or from leakage, steam, or snow or ice, running, backing up, seepage, or the overflow of water or sewage in any part of said Premises or the Property or for any injury or damage caused by or resulting from Acts of God or the elements, or for any injury or damage caused by or resulting from any defect or negligence in the occupancy, construction, operation or use of any of the Premises or the Property. Nothing herein contained shall be construed to indemnify Lessor against, or to release Lessor from, the gross negligence and wanton conduct by Lessor or from Lessor's own intentional or wrongful acts. If any proceeding is brought against Lessor by reason of any such claim enumerated herein, the Lessee, upon notice from Lessor, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Lessor. Lessee will provide and insure in its public liability policies required herein, not only its own liability in respective matters therein mentioned, but also the liability herein assumed.

14. INSURANCE. (a) Lessor's Insurance. Lessor agrees to provide and keep in force during the term of this Lease insurance covering the Premises and Property. Lessor's insurance coverage shall not be required to cover any of Lessee's property and Lessee shall not have any claim against any of the proceeds of Lessor's coverage. In the event Lessee's use of the Premises or the Property causes an increase in the premium for the fire and extended coverage insurance policy carried by Lessor prior to the execution of this Lease Agreement, the amount of such increase in net annual premium shall be paid to Lessor by Lessee as additional rental annually upon demand and presentation of written evidence by Lessor.

(b) Public Liability and Property Damage Insurance. Upon possession, Lessee agrees and covenants to provide and keep in force such general comprehensive public liability and property damage insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00) for injury or death to any one person and Two Million and No/100 Dollars ($2,000,000.00) for injury or death for any one accident, together with Five Hundred Thousand and No/100 Dollars ($500,000.00) for damage to property, such insurance to insure Lessor, Lessee and, if requested, Lessor's mortgagee against such liability.

(c) At all times during the term of this Lease, Lessee shall pay all premiums for and maintain in effect insurance covering all fixtures, furniture, equipment and other items of Lessee's personalty in the Premises against all casualties included in the classification "Fire and Extended Coverage, Vandalism and Malicious Mischief".

(d) Lessee hereby covenants that no policy to be provided by it hereunder shall be subject to cancellation or modification except after twenty (20) days' prior written notice to Lessor and any mortgagee of the Premises and the Property, and each policy shall so provide. All policies evidencing the insurance required shall be taken out and maintained in generally recognized, responsible insurance companies, qualified under the laws of the State of Alabama to assume the respective risks undertaken and shall be subject to Lessor's approval. All certificates of insurance required shall be deposited with the Lessor, who, in turn, may deposit such policies with any mortgagee of the Premises and the Property. At least twenty (20) days prior to the expiration of any such policy, Lessee will furnish to Lessor evidence reasonably satisfactory to Lessor that such policy has been renewed or replaced by another policy. Anything herein to the contrary notwithstanding, any insurance required by the provisions hereof may be evidenced by a blanket policy covering risks in addition to those hereby required to be covered, but if and only if appropriate allocation certificates and loss payable endorsements are furnished to Lessor and mortgagee. If Lessee shall fail to maintain any insurance required herein, Lessor shall have the right, but not the obligation, to cause such insurance to be effectuated and, if such insurance shall be effectuated by Lessor, Lessee shall immediately reimburse Lessor all premiums incurred by Lessor.

(e) Except for the use of the Premises and the Property set forth herein, Lessee shall not permit any operation to be conducted in the Premises or the Property that would cause suspension or cancellation of the fire and extended coverage insurance policy carried by Lessor.

15. DAMAGE OR DESTRUCTION. In the event that the Premises or the Property shall be damaged by fire or any other cause, then, at Lessor's option, the damage may be restored by Lessor to a condition similar to that prior to such damage as soon as may be reasonably practicable after such damage, and the rent, until such repairs shall be made, shall be apportioned according to

the part of the Premises and the Property which is useable by the Lessee. All insurance proceeds payable on account of such damage or destruction shall be payable to and belong solely to Lessor; provided, however, Lessor shall apply any proceeds from any insurance payable on the account of such damage or destruction toward the cost of its restoration as provided herein. Upon completion by Lessor, full rental shall commence. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Lessor and for reasonable delay on account of "labor troubles," or any other cause beyond Lessor's control. If Lessor shall decide not to restore or not to rebuild the Premises, or if the Premises are totally damaged or are rendered wholly untenantable by fire or other cause, or if the Premises shall be so damaged that Lessor shall decide to demolish it or to rebuild it, then or in any of such events, Lessor may, within ninety (90) days after such fire or other cause, give Lessee a notice in writing of such decision and thereupon the term of this Lease shall expire by lapse of time upon the third day after such notice is given, and Lessee shall vacate the Premises and the Property and shall surrender the same to Lessor.

16. CONDEMNATION. If more than fifteen percent (15%) of the Premises shall be acquired or condemned by eminent domain or taken under threat of eminent domain, whether voluntary or not, for any public or quasi public use or purpose, and such acquisition or condemnation renders the Premises unfit for the purpose for which it is leased herein, then and in that event this Lease shall terminate; such termination to be effective from the date of effective taking, or of title vesting in such proceeding, whichever shall first occur, and neither party shall have any claim against the other for the value of the unexpired term of said Lease. In the event of any condemnation or taking, any and all proceeds attributable to such taking, including leasehold and reversion, shall belong solely to Lessor without any deduction therefrom for any present or future estate of Lessee and Lessee waives and assigns to Lessor all its right, title and interest in such award. In the event of any taking of the Premises or the Property which does not permit a cancellation of this Lease, then the provisions of this Lease shall remain in full force and effect.

17. SUBORDINATION. Lessor and Lessee agree that, as to any mortgage or mortgages which are presently upon or which may be placed upon the Premises or the Property after the date hereof, this Lease shall be subordinate; provided, however, that the mortgagee of any such mortgage shall agree that the Lessee's leasehold interest hereunder shall not be foreclosed in any action brought under such mortgage if at the time of the bringing of an action to foreclose or thereafter, the Lessee shall not be in default in the payment of rental or in the performance of other obligations under this Lease. Notwithstanding the foregoing, if such mortgagee shall foreclose on Lessor's interest, then such mortgagee shall have all rights of Lessor as if it were an original Lessor under this Lease and Lessee shall attorn to such mortgagee without the need for any further evidence thereof. Lessee agrees, upon demand, without costs, to execute any instrument as may be necessary to effectuate such subordination, which instruments shall include, among other provisions required by the mortgagee, an agreement on the part of the Lessee to attorn to any and all of Lessor's successors in interest to the Premises resulting from any foreclosure of any such mortgage or conveyance in lieu of the foreclosure. Lessee agrees to cooperate with Lessor in providing documentation and executing such instruments, as may be reasonably necessary, to enable Lessor to obtain Lessor's financing in connection with the improvements to be constructed hereunder.

18. NOTICES. All notices or demands given or required to be given hereunder shall be in writing and, if to Lessor, sent by United States certified mail, postage prepaid, addressed to the Lessor at: P.O. Box 111, Montgomery, AL 36101-1111; and, if to the Lessee, hand delivered or

sent by United States certified mail, postage prepaid, addressed to the Lessee at: Montgomery County Commission c/o Donnie Mims, Administrator, 101 So. Lawrence St., Montgomery, AL 36104; provided that either party by like written notice may designate any different addresses to which subsequent notices shall be sent. All rental due and payable from Lessee to Lessor hereunder shall be sent to the same place as notices to Lessor herein provided.

19. QUIET ENJOYMENT. Lessor agrees that, upon Lessee's compliance with and subject to the terms and conditions of this Lease, Lessee shall and may peaceably and quietly have, hold and enjoy the Premises and the Property for the term of this Lease.

20. SURRENDER. At the expiration of the Primary Term and any renewal term(s), Lessee will quit and surrender the Premises and the Property hereby leased in as good state and condition as when delivered to Lessor, ordinary wear and tear excepted.

21. ASSIGNMENT OR SUBLETTING. Lessee shall not, without the prior written consent of Lessor, (a) assign this Lease or any interest hereunder; (b) permit any assignment hereof by operation of law, (c) sublet the Premises or any part thereof, or (d) permit the use of the Premises or the Property by any parties other than Lessee, its agents and employees, and those using the Premises or the Property with the consent of Lessor. With respect to any assignment or subletting proposed by Lessee, Lessor shall have the right to require that the Premises, if assignment is proposed, or that part of the Premises be included in a subletting, be surrendered to the Lessor for the balance of the term, as respects a proposed assignment, or for the term of the sublease, in consideration of the cancellation of, in the event of an assignment, or an appropriate pro rata adjustment of, the Lessee's obligations hereunder. If Lessor does not elect the surrender provided above and gives its written consent to an assignment or subletting, then, in addition to any other requirements of Lessor, the following requirements shall apply: (a) the assignee or sublessee shall assume in writing the obligation to Lessor to faithfully perform all the terms and covenants and to comply with all the conditions of this Lease; and (b) Lessee shall, notwithstanding the assignment or sublease, continue to be directly obligated to Lessor for the payment of the rent herein reserved and for the full performance of the terms and covenants of this Lease. In the event Lessor consents to any transfer of Lessee's interest in this Lease, the word "Lessee" shall thereafter be deemed to also include, without further reference, the party to whom such interest is transferred. The consent by Lessor to any assignment or subletting in any one instance or more shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Receipt by Lessor of rentals due hereunder from any party other than Lessor named herein shall not be deemed to act as a consent to any such assignment or subletting nor relieve Lessee of its obligations hereunder. Any attempted assignment or subletting in violation of this Lease shall be null and void.

22. SUCCESSORS AND ASSIGNS. Subject to the provisions of Paragraph 21. hereof, this Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, their respective heirs and assigns, and shall be binding upon Lessee, its permitted successors and assigns and shall inure to the benefit of Lessee and only such assigns of Lessee to whom the assignment by Lessee has been consented to by Lessor by the terms of this Lease.

23. EVENTS OF DEFAULT AND LESSOR'S REMEDIES.

A. Events of Default. The following shall be Events of Default and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(1) Failure by Lessee to pay the minimum guaranteed rent, additional rent or any other charges provided herein within ten (10) days after the same become due and payable;

(2) Failure by Lessee to perform or observe any agreement or covenant undertaken by Lessee contained in this Lease, which failure shall have continued for a period of fifteen (15) days after written notice shall have been given to Lessee by Lessor specifying, in reasonable detail, the nature of such failure and requiring the Lessee to perform or observe the agreement or covenant with respect to which Lessee is delinquent;

(3) The filing by Lessee of a voluntary petition in bankruptcy, or Lessee's failure to lift, within thirty (30) days, any execution, garnishment or attachment of a size as seriously to impair its ability to discharge its obligations hereunder; the commission by Lessee of any act of bankruptcy or Lessee's adjudication as a bankrupt; an assignment by Lessee for the benefit of creditors or the entry by Lessee into an agreement of compromise with creditors; or

(4) The Premises becomes abandoned or vacant during the term of this Lease.

B. Remedies on Default. Whenever any such Event of Default shall have occurred and be continuing, the Lessor may take any one or more of the following steps:

(1) Lessor may re-enter and take possession of the Premises and exclude the Lessee from possession thereof and rent the same for and on account of the Lessee, holding Lessee liable for the deficiency due thereunder;

(2) Lessor may terminate this Lease, exclude the Lessee from possession of the Premises and lease the same for and on account of Lessor, continuing to hold Lessee liable for all deficiency due hereunder;

(3) Lessor may declare all payments of minimum guaranteed rent, additional rent or of any other monies due or to become due from Lessee during the term of this Lease immediately due and payable in full; or

(4) Lessor may take whatever other action at law or in equity may appear necessary or desirable to collect the rent then due or to enforce any obligation, covenant or agreement of Lessee under this Lease.

In connection with Lessor's exercise of any of its remedies above, Lessor may also repair or alter the Premises or the Property in such manner as Lessor may deem necessary or advisable, and/or let or re-let the Premises and any and all parts thereof for the whole or any part of the remainder of the original term hereof or for a longer period, in Lessor's name, or as the agent of Lessee, and, out of any rent so collected or received, Lessor shall (first) pay to itself the expense and cost or retaking, repossessing, repairing and/or altering the Premises or the Property, and the expense of removing all persons and property therefrom; and (second) pay to itself any cost or expense sustained in securing any new tenant or tenants; and (third) if Lessor shall have declared all payments hereunder immediately due and payable in full as provided in this Paragraph, pay to itself any balance remaining on account of Lessee's liability to Lessor for such accelerated payments; provided, however, that nothing herein shall be interpreted as prohibiting Lessor from proceeding against Lessee for the full amount of such accelerated payments, less amounts collected by Lessor from any replacement tenant or tenants and not applied to expenses incurred to prepare the Premises or the Property for occupancy by any replacement tenant or tenants, immediately upon the declaration thereof. Any entry or reentry by Lessor, whether had or taken under summary proceedings or otherwise, shall not absolve or discharge Lessee from Liability hereunder.

C. Lessor's Performance Upon Lessee's Default. If Lessee should default hereunder, Lessor may, in addition to the other remedies provided herein, perform the act constituting the default for and on account of Lessee. Lessee hereby authorizes Lessor to come upon the Premises to perform such act and while on the Premises to do any act which Lessor deems proper to accomplish the correction of such default. If the default by Lessee is the payment of any sum of money or if Lessor incurs any expense, including reasonable attorney's fees, whether for payment of any sum or for instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Lessee, any such expenditure made by Lessor including interest, costs and damages shall be deemed additional rental and together with interest at the rate of twelve percent (12%) per annum shall be due and payable to Lessor on the first day of the month following the incurring of such respective expense.

D. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive for any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon default shall impair any such right or power or shall be construed to be waiver thereof, but any such right or power may be exercised from time to time as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it under this section, it shall not be necessary to give any notice, other than such notice as herein expressly required.

E. Agreement to Pay Attorney's Fees. In the event that as a result of a default or threatened default by Lessee or Lessor hereunder, Lessor or Lessee should employ attorneys-at-law or incur other expenses in and about the collection of rent or the enforcement of any other obligation, covenant, agreement, term or condition of this Lease, the prevailing party shall be entitled to reimbursement for counsel fees and other expenses reasonably and actually incurred.

24. EXHIBITING PREMISES. It is agreed that Lessor may display a sign on the Premises or the Property during the last ninety (90) days of the Primary Term or any extension thereof, offering the Premises and/or the Property for sale or lease, and may exhibit the Premises and the Property for such purpose at reasonable hours during said period.

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25. IDENTITY OF INTEREST. The execution of this Lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal and agent, of a partnership or of a joint venture, but the relationship between them shall be and remain only that of Landlord and Tenant.

26. ENVIRONMENTAL LAW COMPLIANCE. Lessor and Lessee acknowledge that there are certain federal, state and local laws, regulations and guidelines now in effect, and that additional laws, regulations and guidelines may hereafter be enacted, relating to or affecting the Premises and the Property, concerning the impact on the environment of construction, land use, the maintenance and operation of structures and the conduct of business. Lessee will not cause, or permit to be caused, any act or practice, by negligence, omission, or otherwise, that would adversely affect the environment or do anything or permit anything to be done that would violate any of said laws, regulations, or guidelines. Any violation of this covenant shall be an event of default under this Lease at option of Lessor. Lessee shall have no claim against Lessor by reason of any changes Lessor may make in the Premises or the Property pursuant to said laws, regulations and/or guidelines or on account of any environmental problem or situation caused or created by any other tenant at the Property. Lessee shall hold Lessor harmless in all respects, including attorney's fees for any violation of such laws, regulations and guidelines now in effect and additional laws, regulations and guidelines that may hereafter be enacted.

Lessor and Lessee expressly acknowledge that John Stanley & Asociates, Inc. and John Baker Realty, LLC have NOT made an independent investigation or determination with respect to the existence or nonexistence of asbestos, mold, PCB transformers, or other toxic, hazardous or contaminated substances or gases, or the presence of underground storage tanks in, on, or about the Premises or the Property. Any such investigation or determination shall not be the responsibility of John Stanley Associates, Inc. and John Baker Realty, LLC and John Stanley & Associates, Inc. and John Baker Realty, LLC shall not be held responsible therefore.

27. NO PERSONAL LIABILITY. Anything in this Lease to the contrary notwithstanding, Lessee agrees that it shall look solely to the right, title and interest of the Lessor in the Premises and Property (subject to prior rights of any mortgagees of the Premises and the Property) for the collection of any judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default or breach by Lessor with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Lessor, and no other property or assets of the Lessor shall be subject to levy, execution or other procedures for the satisfaction of Lessee's remedies.

28. LESSEE'S PROPERTY.

(a) All business and trade fixtures, machinery and equipment, communications equipment, and office equipment installed in the Premises by Lessee, and all furniture, furnishings and other articles of movable personal property owned by Lessee and located in the Premises, shall remain the property of Lessee and may be removed by Lessee at any time during the term of this Lease; provided (1) that Lessee shall repair or pay the cost of repairing any damage to the Premises or to the Property in which the Premises are located resulting from such removal, and (2) that Lessee is not in default under the terms of this Lease.

(b) Any items of Lessee's property (except money, securities, and other valuables of like kind) which shall remain in the Premises after the date fixed for termination of this Lease or after a period of ten (10) days following an earlier termination date, may, at the option of Lessor, be deemed to have been abandoned, and, in such case, either may be retained by Lessor as its property or may, at Lessor's expense, be disposed of, without accountability, as Lessor may see fit.

29. BROKERS. Lessor and Lessee acknowledge that the only Real Estate Agent involved in this Lease is John Stanley & Associates, Inc. and John Baker Realty, LLC, for which Lessor shall be responsible for paying any fee or commission on account thereof. Each party agrees to hold the other harmless from any commission which may be claimed otherwise on account of this Lease. In regards to this Lease, the parties hereto agree and acknowledge that John Stanley & Associates, Inc. and John Baker Realty, LLC represent the Lessor and no Agent represents the Lessee.

____________________ Lessor's Initials

____________________ Lessee's Initials

Lessor hereby agrees to pay John Stanley & Associates, Inc. and John Baker Realty, LLC a fee in accordance with a prior agreement dated January 23, 2013 between Lessor and John Stanley & Associates, Inc. and John Baker Realty, LLC as compensation for negotiating this Lease. The fee rate was not set by any firm, person or organization, but was reached solely through negotiations between the Lessor and John Stanley & Associates, Inc. and Baker Realty, LLC.

30. NOTICE TO MORTGAGEE. So long as there is of record a mortgage of Lessor's interest in the Premises or the Property, and Lessee has been given written notice of the identity and address of such mortgagee, no notice provided for herein to Lessor shall be deemed to have been given unless a copy thereof is given to such mortgagee at the same time and in the same manner as the original was given to the other party to this Lease. Lessee agrees that if in any notice to Lessor the performance of some act is required or compliance with some provision required, and Lessor does not, within the allotted time, perform such act or comply with such provision the Lessee will so notify the mortgagee and mortgagee shall have sixty (60) days after receipt of such notice in which to perform such act or comply with such provision for and on behalf of Lessor, and Lessee shall have no right to terminate this Lease if the mortgagee shall perform and comply within the time herein provided. If the act or thing to be performed must be accomplished within sixty (60) days, then mortgagee shall be deemed to have complied herewith in the event it commenced the performance or compliance within said sixty (60) day period and thereafter completes the same with due diligence. The granting to the mortgagee of additional time in which to comply shall not be deemed in any manner to release or relieve Lessor from the obligations of Lessor under this Lease. The said mortgagee is hereby authorized to enter upon the Premises and the Property and while on the Premises and the Property to do anything necessary to correct such default.

31. TRANSFER OF TITLE. In the event Lessor transfers this Lease, except as collateral security for a loan, upon such transfer Lessor will be released from all covenants, conditions, agreements, liabilities and obligations hereunder from and after the date of such transfer or conveyance; it being intended hereby that the covenants, agreements and conditions contained herein to be performed by Lessor shall, subject as aforesaid, be binding on the named parties as

Lessor hereunder, their heirs and assigns, only during their respective successive periods of ownership.

32. ESTOPPEL CERTIFICATE. Upon written request by either party hereto to the other, the recipient of such request shall deliver a letter as requested, stating whether this Lease is in full force and effect, and setting forth the date of commencement of the lease term and rent, prepayment or offset of rent, any defaults or violations of the Lease, and any obligations that have not been fulfilled by both parties hereto.

33. SECURITY PAYMENT. Lessee has, upon execution of this Lease, deposited to Lessor the sum of Thirteen Thousand Eight and 33/100 Dollars ($13,008.33) as advance payment of the first month's Base Rent (July, 2014) of this Lease Agreement. The purpose of this advance payment is to secure the Premises for the Lessee in accordance with the terms and conditions herein provided.

34. RENEWAL OPTIONS. In addition to the Primary Term stated in Paragraph 2. herein, the Lessee shall have the privilege and option to extend this Lease for two (2) additional thirty (30) day Option Term(s), provided Lessee is not in default under any terms and conditions of this Lease. In order for Lessee to exercise these option rights, Lessee must give to Lessor, written notice of Lessee's intention to exercise its option to extend the lease term for the first thirty (30) day Option Term, which notice must be delivered in writing to Lessor at least sixty (60) days prior to the expiration of the Primary Term. In order for Lessee to extend the term for the second thirty (30) day Option Term, Lessee must deliver written notice to Lessor, at least thirty (30) days prior to the expiration of the first thirty (30) day Option Term. Notice given after said date(s) will be ineffective to exercise the option rights granted herein, unless otherwise approved by Lessor. The Base Rent rate during each month of the Option Term, in the event either Renewal Option is exercised, will be the same as the Base Rent/Month as provided in Section 4. herein.

35. PARKING. Lessor agrees to provide, at no additional cost to Lessee, thirty-five (35) designated parking spaces located on the second (2nd) level of the parking deck of the Property. In addition, Lessor agrees to designate eighteen (18) on-street parking spaces (located on Montgomery Street and/or Lee Street) to be reserved, when needed, for Grand Jury meetings and use. Lessee shall give Lessor at least seven (7) days prior written notice of the required spaces for Grand Jury use.

36. MOISTURE AND MOLD. In the event any conditions develop which lead to mold growth in the Premises, arising out of Lessee's actions or inactions, Lessee agrees to exercise due diligence to remedy such conditions. Lessor is not responsible for the consequences of any Lessee conduct that leads to or exacerbates mold growth. Lessee shall indemnify and hold Lessor harmless from any such conduct by Lessee. Lessee agrees promptly to report to the Lessor, in writing, any actual or potential mold problem in the Premises of which it becomes aware of, regardless of the cause of such problem. Lessee agrees that, in the event Lessor provides notice to Lessee of Lessor's intention to remediate mold in the Premises, Lessee will provide immediate access to the Premises to permit Lessor to remediate any problem. In the event Lessor determines, in its sole discretion, that Lessee should vacate the Premises during remediation, Lessee will relocate (at Lessor's expense) to another mutually agreed upon location for a reasonable period of time necessary to complete such remediation provided Lessor exercises due diligence in completing such

remediation. Lessee's failure to make a prompt written report of any potential mold problem in the Premises of which it becomes aware of or Lessee's refusal to relocate in accordance with these provisions or any interference with Lessor's remediation efforts shall constitute a breach of this Lease and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether accrued, contingent, inchoate or otherwise, suspected or unsuspected, raised affirmatively or by way of defense or offset, related to or occurring or arising from or out of exposure to or the presence of mold or other unreported conditions.

37. RULES AND REGULATIONS. The Rules and Regulations attached to this Lease as Exhibit "D" are hereby made part of this Lease. Lessee, its employees, agents, and visitors will abide by the rules and regulations, and any amendments or additions as may be made from time to time by Lessor.

38. ACCESS CARDS AND FOBS. Lessor shall provide to Lessee, at Lessor's expense, access cards and/or fobs, not to exceed thirty-five (35) in number, for Lessee's employees' access to the Premises. Lessee shall submit to Lessor a written list of approved employees and such list shall be subject to Lessor's approval, not to be unreasonably withheld. Within seven (7) days following the termination of this Lease, Lessee shall return all access cards and/or fobs to Lessor. Any lost or unreturned access card and/or fob are subject to a twenty-five dollar ($25.00) fee to be assessed by Lessor to Lessee.

39. HOLDOVER. Should Lessee, with Lessor's written consent, hold over at the end of the term, Lessee shall become a month-to-month tenant and any such holding over shall not constitute an extension of this Lease (unless the Renewal Option, as herein provided, is properly exercised). During such hold over period, Lessee shall pay the Base Rent and all other charges in effect as of the end of the term. If Lessee holds over at the end of the term without Lessor's written consent, Lessee shall pay Lessor as liquidated damages, a sum equal to twice the Base Rent and all other charges in effect as of the end of the term, and shall perform all other Lessee obligations in accordance with the provisions hereof.

40. SEVERABILITY. Any provision(s) of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

41. MARGINAL HEADINGS. The marginal headings or notes are inserted for convenience only and are not to be construed as part of this Lease.

42. ENTIRE AGREEMENT. This Lease and Exhibits, attached hereto, contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein, shall be of any force or effect. IN WITNESS WHEREOF, the Lessor has hereunto executed this Lease and the Lessee has caused this Lease to be executed effective as of the date first hereinabove stated.

WITNESS:

LESSOR: CITY OF MONTGOMERY

____

By:______________________________

Its:______________________________

Date: June _____, 2014

WITNESS:

LESSEE: MONTGOMERY COUNTY COMMISSION

____

By:______________________________

Its:______________________________

Date: June _____, 2014

John Stanley & Associates, Inc. and John Baker Realty, LLC join in and execute this Lease for the sole purpose of acknowledging the provisions of this Lease and for other purposes specified in this Lease that relate to John Stanley & Associates, Inc. and John Baker Realty, LLC.

WITNESS:

Cindy D Shuman

BROKER: JOHN STANLEY & ASSOCIATES, INC.

By: John C. Stanley

John C. Stanley, CCIM

Its: President/Broker

Date Executed: ~~June~~ MAY 21, 2014

WITNESS:

BROKER: JOHN BAKER REALTY, LLC

____

By:______________________________

John Baker

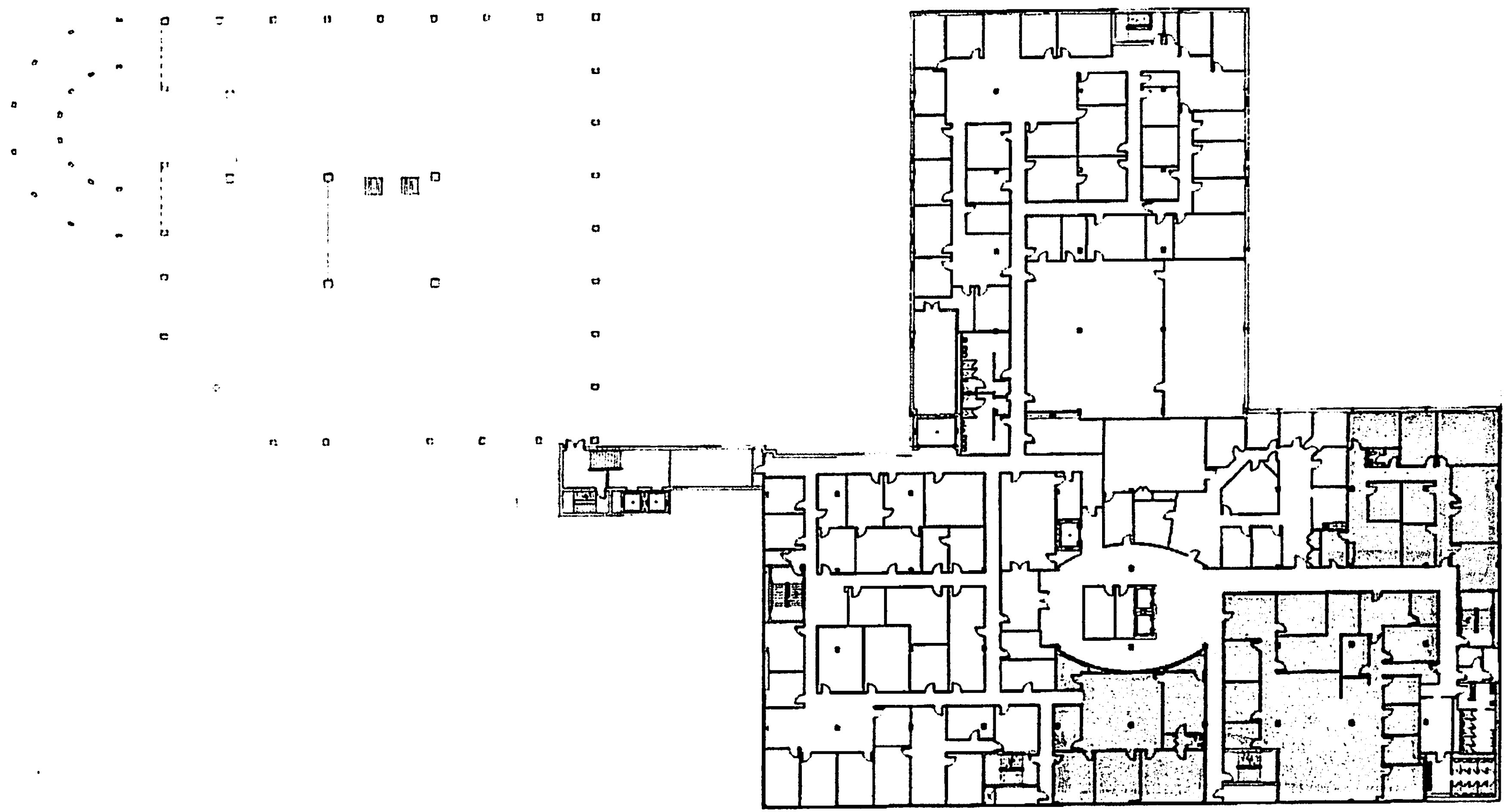
Its: ______________________________

Date Executed: June _____, 2014

3-15

EXHIBIT "A"

THE PREMISES



One Dexter Plaza- Second Floor
Scale - 1/16" = 1'

Usable - 9,955 sf
Rentable - 11,150 sf @ 12% load factor

EXHIBIT A

3-17

EXHIBIT "B"

THE PROPERTY

One Dexter Plaza-
Scale - 1/16" = 1'

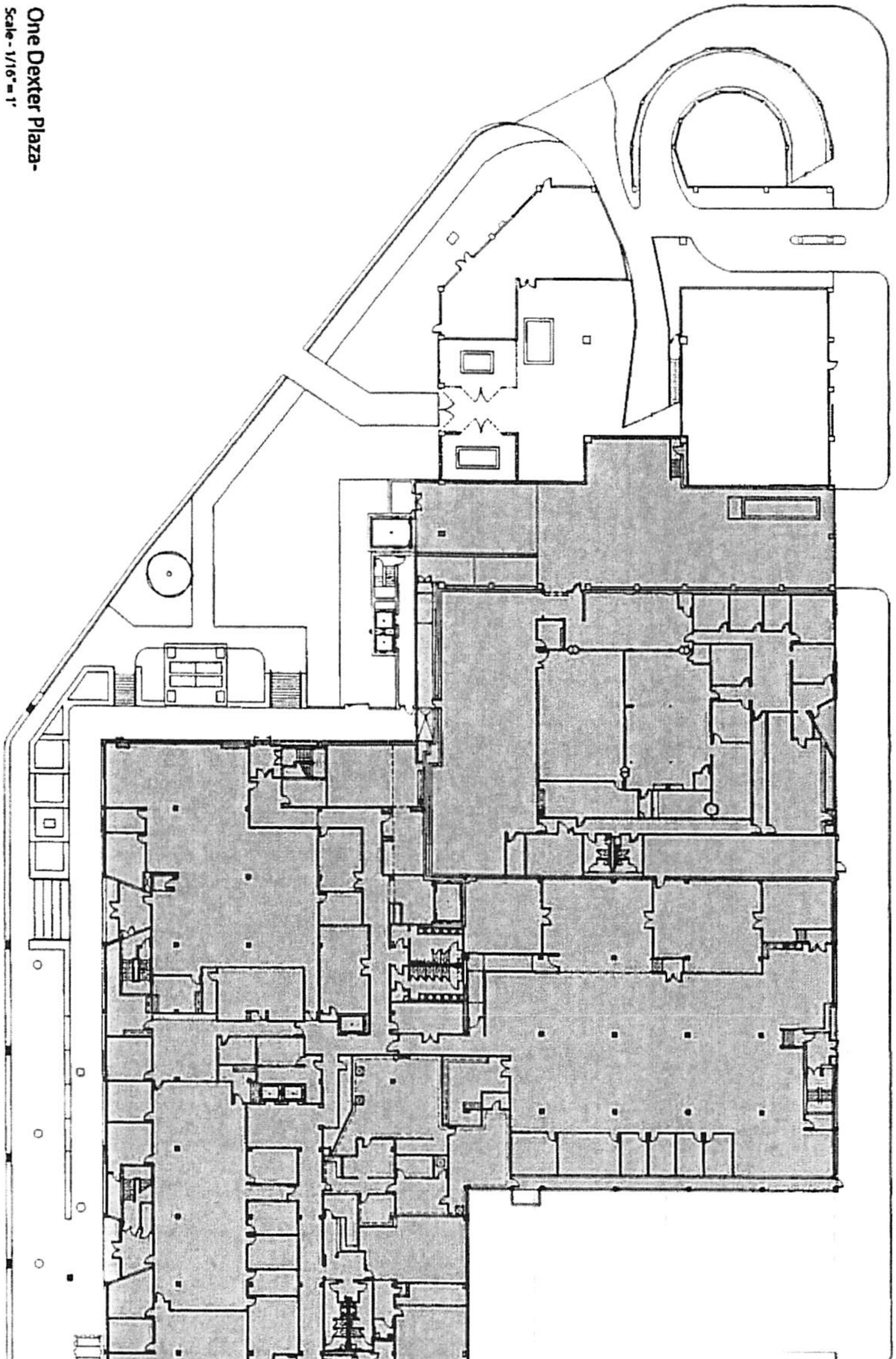


EXHIBIT B

3-19

EXHIBIT "C"

WORK AGREEMENT

- Spot clean and repair carpet as needed;
- Touch-up paint and clean interior walls, doors and glass as needed;
- Repair sink in men's restroom on second floor;
- Clean exterior windows (inside and outside);
- Replace any damaged/unsightly ceiling tiles;
- Remove one (1) wall and repair carpet as identified as item #1. on the floor plan attached hereto as Exhibit "D";
- Install cased opening as identified as item #2 on the floor plan attached hereto as Exhibit "D";
- Replace existing Window with Transaction Window as identified as item #3. on the floor plan attached hereto as Exhibit "D";
- Add a partition as identified as item #4, on the floor plan attached hereto as Exhibit "D";
- Add "Key Fob" to the office door as identified as item #5. on the floor plan attached hereto as Exhibit "D".

District Attorney's Office @ One Court Square v1.2

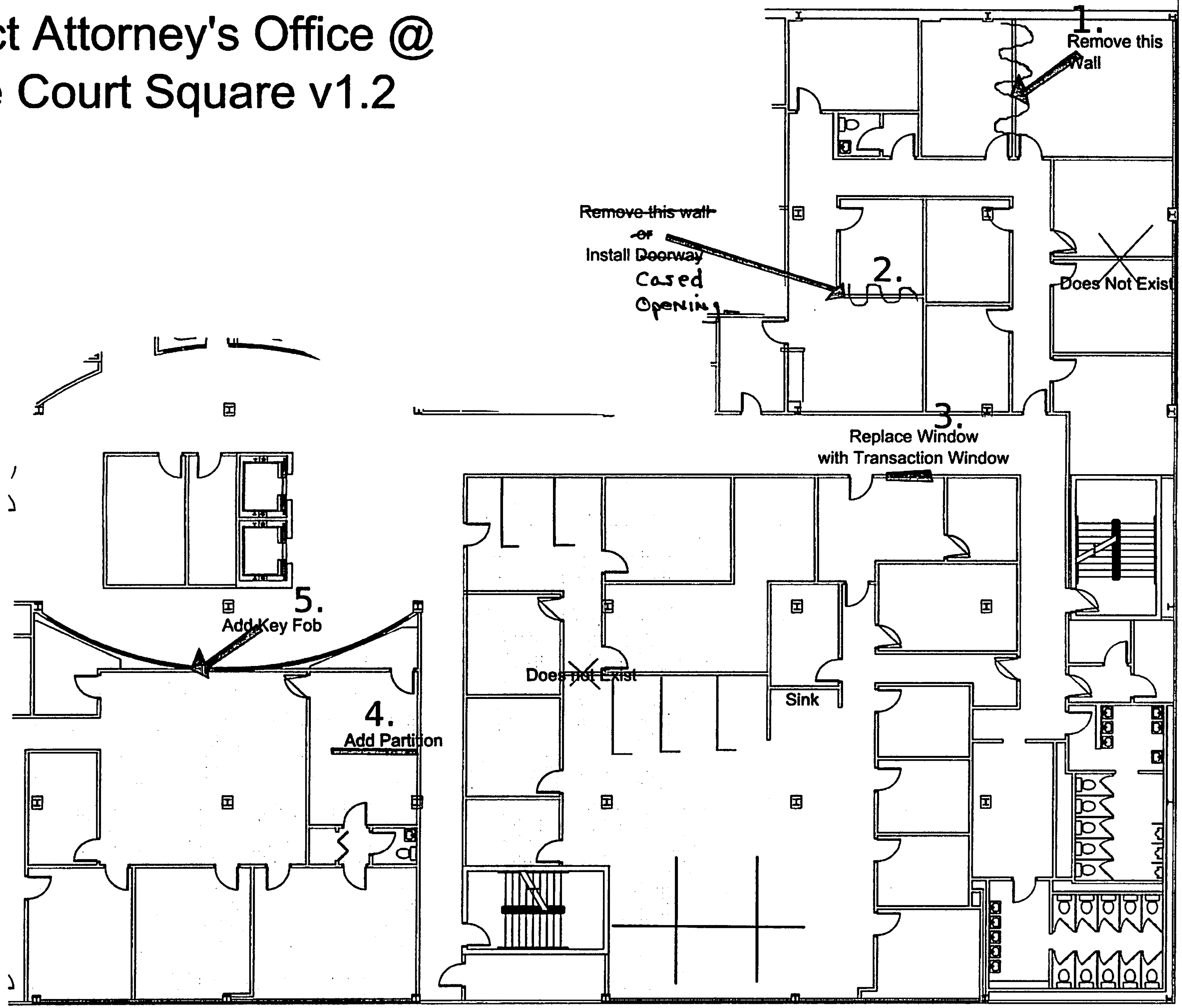


EXHIBIT "D"

EXHIBIT "E"

RULES AND REGULATIONS

1. Sidewalks, entries, passages, courts, walkways, and stairways shall not be obstructed by Lessee or Lessee's employees or invitees or used by them for other purposes than for ingress and egress.

2. All safes, furniture, fixtures and other heavy articles shall be taken into and out of the Premises or the Property only at such times and in such manner as shall be prescribed by the Lessor, and the Lessor shall in all cases have the right to specify the proper weight and position of any such safe or other heavy article. Any damage done to the Property by taking in or removing any safe or from overloading any floor in any way shall be paid by the Lessee. Defacing or injuring in any way to any to any part of the Property by the Lessee, Lessee's agents or employees shall be paid by the Lessee.

3. No additional signage (other than that provided by Lessor), lettering, advertisement or notice shall be inscribed on any part of the outside of the Premises, nor on the inside of the Premises in such place and in such manner as to be conspicuous from the outside of the Premises, unless it be of such color, size, material and style and in such place upon the Premises as shall be first designated by Lessor, but there shall be no obligation or duty on Lessor to allow any additional sign, advertisement, or notice to be inscribed, painted or affixed on any part of the inside or outside of the Premises or the Property. It is the intent of this paragraph that signs on the Premises and the Property shall conform to the architectural design of the Premises and Property and shall be mutually agreed upon between Lessee and Lessor.

4. No Lessee shall do anything in the Premises or Property or bring or keep anything therein which will in any way obstruct or interfere with the rights of other Lessees or in any way injure or annoy them or conflict with the laws relating to fire or with any regulation of the Fire Department.

5. No additional locks, hooks, or attachments shall be place on any door or window of the Premises. Lessee will not permit any duplicate keys to be made, but if more that two keys for any lock are desired, the additional number must be procured from the Lessor and paid for by the Lessee. At the termination of this Lease, Lessee shall surrender to the Lessor all keys to the Premises received by the Lessee.

6. No animals or birds, bicycles or other vehicles shall be allowed in the Premises or on the sidewalks, entries, passages, courts, walkways, stairways, or elsewhere in the Premises.

7. The water closets, wash basins, sinks, and other apparatus shall not be used for any other purpose than those for which they were constructed and no sweepings, rubbish or other substance shall be thrown therein nor shall anything be thrown by the Lessee, Lessee's agents or employees, out of the windows, doors or other openings.

Haskell | Slaughter
attorneys at law

Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334.265.8573 | f. 334.264.7945

MEMORANDUM TTG

May 15, 2014

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Agreement with City of Montgomery Regarding One Dexter Plaza

---

I have reviewed your memorandum of May 15, 2014, and the agreement with the City of Montgomery regarding One Dexter Plaza.

It is my opinion that everything in the agreement appears to be in order. The agreement will be binding on all parties if executed.

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

50051-317

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
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

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda
JUN - 2 2014

June 2, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator DLM

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

**C-2014-50:	Rescind Appropriation to Montgomery Community Action Agency, for the Community "Relay for Health and Wellness" Weekend at Mt. Gillard Missionary Baptist Church - $500; (Williams)
NOTE:	Re-appropriated to another organization.
C-2014-77:	Madison Park Community Re-union Organization, for the Community "Relay for Health and Wellness" Weekend at Mt. Gillard Missionary Baptist Church - $500; (Williams)
C-2014-78:	Montgomery Area Council on Aging, for Community Services Programs - $1,000; (Harris)
C-2014-79:	Family Sunshine Center for Family Services Program - $1,000; (Harris)
NC-2014-95:	Pike Road Volunteer Fire Protection Authority, for General Operations - $500; (Ingram)

**Rescind

DLM/tll

4-1

Agenda
JUN - 2 2014

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Khristie Davis, Buyer

DATE: May 19, 2014

SUBJECT: Invitation to Bid 51901-14B-004
Preventive Maintenance Services on the Heating, Ventilation, Air Conditioning and Controls at Mac Sim Butler Detention Facility
225 South McDonough Street

Request approval of the aforementioned Invitation to Bid to the low bid, Climate Service, Inc. in the amount of $36,280.00 annually, be placed on the June 2, 2014, County Commission agenda. (Copy of spreadsheet attached.)

This will be a one (1) year contract, with the option to renew for two (2) years, in one (1) year periods. A price increase may be allowed after the first year, but shall not exceed 5% per year.

Coordination of award made with Colonel Wanda Robinson, Detention Facility and Pat Litchfield, Maintenance. (See attached.)

5-1

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-14B-004 DATE ISSUED: April 16, 2014 DATE OPENED: April 30, 2014 REQUESTING DEPARTMENT: Detention Facility TERMS OF PAYMENT / DISCOUNT:				Climate Service, Inc. 596F Oliver Rd. Montgomery, AL 36117 Dan J. Downes, Jr. ddownes@bradleyph.com		Johnson Controls, Inc. 511 Mineral Tr., Ste. 200 Hoover, AL 35244 Richard Copelan roger.e.white@jci.com		Capital Refrigeration Co. P.O. Box 1966 Montgomery, AL 36102 Shane Cousins alan@capref.com		Southern Filters 284 Snow Drive Birmingham, AL 35023 Gil Rodgers gilrogers@charter.net		R & R Supply 830 Plantation Way Montgomery, AL 36117 Joe McArdle	
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	Preventive Maintenance	AN	1	$36,280.00	$36,280.00	$37,860.00	$37,860.00	$40,800.00	$40,800.00	NO BID	NO BID	NO BID	NO BID
	Services on the												
	Heating, Ventilation,												
	Air Conditioning, and												
	Controls at the												
	Mac Sim Butler												
	Detention Facility												
	32 Bids Mailed												
TOTAL BID AMOUNTS					$36,280.00		$37,860.00		$40,800.00		NO BID		NO BID

Notes:

5-2

Agenda
JUN - 2 2014

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II TT

DATE: May 13, 2014

SUBJECT: Invitation to Bid No. 52110-14B-007,
Graphics & Lettering for Sheriff's Vehicles

Request approval of award on the above referenced Invitation to Bid, to the second low bid of F & E Sportswear, for the price per vehicle of $663.00, be placed on a future agenda. (Copy of spread sheet attached)

This will be a one (1) year contract, with the option to renew for two (2) years, in one year periods. A price increase may be allowed after the first year, but shall not exceed 5% per year.

The low bid, Bush Signs withdrew their bid because they are not able to complete the work based on the price they quoted.

Attachment

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-14B-007 DATE ISSUED: APRIL 29, 2014 DATE OPENED: MAY 8, 2014 SHERIFF'S OFFICE TERMS OF PAYMENT / DISCOUNT:				BUSH SIGNS, LLC KIMBERLY BUSH 334-834-2122		F & E SPORTSWEAR JAMES SANDERS 334-244-6477		SIGNS NOW #080 W.E. MARTIN 334-395-6586		VISUAL IMAGES BRUCE WARD 334-277-1591		MCQUICK PRINTING HAROLD DICK 334-834-2013	
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	SIDE GRAPHICS	EA	1	$150.00	$150.00	$345.00	$345.00	$360.70	$360.70	$400.00	$400.00	$975.00	$975.00
2	SIDES & REAR	EA	1	$150.00	$150.00	$288.00	$288.00	$259.10	$259.10	$450.00	$450.00	$981.00	$981.00
	CAR NUMBERS												
3	ROOF TOP NUMBER	EA	1	$50.00	$50.00	$30.00	$30.00	$50.70	$50.70	$70.00	$70.00	$128.00	$128.00
4	INSTALLATION	EA	1					$150.00	$150.00				
TOTAL BID AMOUNTS					$350.00		$663.00		$820.50		$920.00		$2,084.00

Notes:

6-2

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-14B-007				LIBERTY CONSTRUCTION GENE JOHNSON 334-271-0734									
DATE ISSUED: APRIL 29, 2014													
DATE OPENED: MAY 8, 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	SIDE GRAPHICS	EA	1	$1,435.00	$1,435.00								
2	SIDES & REAR	EA	1	$1,435.00	$1,435.00								
	CAR NUMBERS												
3	ROOF TOP NUMBER	EA	1	$1,435.00	$1,435.00								
TOTAL BID AMOUNTS					$4,305.00								

Notes:

6-3

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
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

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda
JUN - 2 2014

May 22, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Position Fill Request for Detention Facility

The Montgomery County Commission, at its meeting on May 19, 2014, agreed to place a Position Fill Request for Inmate Grievance/Disciplinary Clerk, Position Number 110, from the Detention Facility on the next agenda.

I am requesting approval of this item.

DLM/tn

Attachment

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: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Inmate Grievance/Disciplinary Clerk

   Position Number 110

   Proposed Effective Date May 27, 2014

   Type of Appointment (X) Permanent ( ) Temporary

   Recruiting
   ( ) Promotional Register ( ) Transfer
   (X) Open Competitive Register ( ) Reemployment

   Pay Grade Inmate Grievance/Discip. Clerk - $24,414 - $34,753 (A03)

D T Marshall mwr

Department Head Date May 12, 2014

---

2. Administrative Review
   ( ) Approved
   ( ) Disapproved

____
Funding Authority

3. Certification
   Promotional ________ Candidates
   Open-Competitive ________ Candidates
   Transfer ________ Candidates

_______________________________ Date ____________
Personnel Director

4. Selectee: _______________________________

_______________________________ Date ____________
Appointing Authority

5. ( ) Manpower data entered by ____________________ Date ____________
   ( ) Payroll entered by ____________________ Date ____________

7-2

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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Agenda
JUN - 2 2014

May 22, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Position Fill Request for Sheriff's Office

The Montgomery County Commission, at its meeting on May 19, 2014, agreed to place a Position Fill Request for Payroll Clerk, Position Number 006, from the Sheriff's Office on the next agenda.

I am requesting approval of this item.

DLM/tn

Attachment

8-1

D.T. MARSHALL, SHERIFF

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

May 12, 2014

MEMORANDUM

TO	:	Mr. Donnie Mims County Administrator
FROM	:	Sheriff D. T. Marshall DM Montgomery County Sheriff's Office
SUBJECT	:	Position Fill Request #006 Payroll Clerk

Attached you will find a copy of a position fill request for a Payroll Clerk for the Sheriff's Office. The original has been forwarded to Ms. Shirley Bazzell in Finance. This resignation was unexpected. This position is of vital importance as payroll must be completed for all the employees of the Sheriff's Office and the Detention Facility.

I am requesting that this request be placed on the Montgomery County Commission's agenda for May 19, 2014. Your assistance in this matter will be appreciated.

DTM/tb

8-2

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: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title Payroll Clerk

   Position Number 6

   Proposed Effective Date May 27, 2014

   Type of Appointment (X) Permanent ( ) Temporary

   Recruiting
   ( ) Promotional Register ( ) Transfer
   (X) Open Competitive Register ( ) Reemployment

   Pay Grade Payroll Clerk - $27,401 - $39,005 (A04)

D T Marshall

Department Head mwa

Date May 12, 2014

---

2. Administrative Review
   ( ) Approved
   ( ) Disapproved

____
Funding Authority

3. Certification
   Promotional ________ Candidates
   Open-Competitive ________ Candidates
   Transfer ________ Candidates

____________________ Date ________
Personnel Director

4. Selectee: ____________________

____________________ Date ________
Appointing Authority

5. ( ) Manpower data entered by ____________________ Date ________
   ( ) Payroll entered by ____________________ Date ________

8-3

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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

Agenda
JUN - 2 2014

May 22, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Position Fill Requests for Personnel Department

The Montgomery County Commission, at its meeting on May 19, 2014, agreed to place the following Position Fill Requests from the Personnel Department on the next agenda:

(1) Clerk Typist II, Position Number 013

(2) Clerk III, Position Number 023

I am requesting approval of these items.

DLM/tn

Attachments

9-1

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: PERSONNEL

DEPARTMENT HEAD: Carmen Douglas, Personnel Director

SUPERVISOR: Cami Hacker

1. Position Title: Clerk Typist II

   Position Number: 13

   Proposed Effective Date: May 27, 2014

   Type of Appointment: (✓) Permanent ( ) Temporary

   Recruiting
   - (✓) Promotional Register
   - (✓) Open Competitive Register
   - ( ) Transfer
   - ( ) Reemployment

   Pay Grade: A03 (Pay Grade and Step determined by Personnel Rules and Regulations)

Carmen Douglas
Department Head
Date 5/7/14

---

2. Administrative Review
   - ( ) Approved
   - ( ) Disapproved

____
Funding Authority

3. Certification
   - Promotional ________ Candidates
   - Open-Competitive ________ Candidates
   - Transfer ________ Candidates

______________________________ Date ________
Personnel Director

4. Selectee: ______________________________

______________________________ Date ________
Appointing Authority

5. ( ) Manpower data entered by ______________________ Date ________
   ( ) Payroll entered by ______________________ Date ________

9-2

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: PERSONNEL

DEPARTMENT HEAD: Carmen Douglas, Personnel Director

SUPERVISOR: Renee Wood

1. Position Title: Clerk III

   Position Number: [redacted] 23

   Proposed Effective Date: May 27, 2014

   Type of Appointment: (✓) Permanent ( ) Temporary

   Recruiting
   - (✓) Promotional Register
   - ( ) Open Competitive Register
   - ( ) Transfer
   - ( ) Reemployment

   Pay Grade: A04 (Pay Grade and Step determined by Personnel Rules and Regulations)

   Carmen Douglas
   Department Head

   Date 5/7/14

---

2. Administrative Review
   - ( ) Approved
   - ( ) Disapproved

   ____
   Funding Authority

3. Certification
   - Promotional ________ Candidates
   - Open-Competitive ________ Candidates
   - Transfer ________ Candidates

   ______________________________ Date ________
   Personnel Director

4. Selectee: ______________________________

   ______________________________ Date ________
   Appointing Authority

5. ( ) Manpower data entered by ______________________________ Date ________

   ( ) Payroll entered by ______________________________ Date ________

9-3

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Agenda
JUN - 2 2014

Request # 12

Date: May 21, 2014

To: Donald L. Mims, Administrator

From: Clay Henley, Chief Appraiser

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: July 9, 2014   Return Date: July 11, 2014

Conference Leave (Days / Hours): 3 days

Purpose of Travel: AL V: Management & Supervision

Traveler (s) Name:
1. Todd Grant
2. Clay Henley
3. Diane Jones
4.
5.
6.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	X	Other (Specify)	

Total (est.) Cost: $600.00   Advance Registration Required: $600.00

Department Name: Appraisal   Fund Name: Reappraisal

Additional Comments:

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 06/02/14 reimbursement of actual and necessary expenses in the approximate amount of $600.00 and advance registration of $600.00 is authorized.

To be completed by the Finance Department

Fund Code:	120-51985.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$30,000.00
Approved Requests:	$9,372.79
Budget Available:	$20,627.21
Current Requests:	$600.00
Budget Balance:	$20,027.21

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/23/2014

cc: Finance Director / Buyer

10-1

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Agenda
JUN - 2 2014

Request # 13

Date: May 21, 2014

To: Donald L. Mims, Administrator

From: Clay Henley, Chief Appraiser

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Madison, AL

Departure Date: July 14, 2014 Return Date: July 18, 2014

Conference Leave (Days / Hours): 5 days

Purpose of Travel: AL IIA: Appraisal Manual (RES/AGR)

Traveler (s) Name:
1. Tammy Linton
2.
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle	[ ]	Commercial Air	[ ]
Private Vehicle	[X]	Other (Specify)	[ ]

Total (est.) Cost: $850.00 Advance Registration Required: $225.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments:

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 06/02/14 reimbursement of actual and necessary expenses in the approximate amount of $850.00 and advance registration of $225.00 is authorized.

To be completed by the Finance Department

Fund Code:	120-51985.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$30,000.00
Approved Requests:	$9,372.79
Budget Available:	$20,627.21
Current Requests:	$1,450.00
Budget Balance:	$19,177.21

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/23/2014

cc: Finance Director / Buyer

10-2

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Agenda
JUN - 2 2014

Request # 36

Date: May 21, 2014
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: August 19, 2014 Return Date: August 22, 2014
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: 2014 GFOAA Summer Conference

Traveler (s) Name: 1. Rhonda Cape 4.
2. 5.
3. 6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [X] Other (Specify) [ ]

Total (est.) Cost: $1,340.00 Advance Registration Required: $250.00
Department Name: District Attorney Fund Name: 760-51260-265
Additional Comments:

To: Daryl D. Bailey
From: Donald L. Mims, Administrator

The above request is app. 06/02/14 reimbursement of actual and necessary expenses in the approximate amount of $1,340.00 and advance registration of $250.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department	
Fund Code:	760-51260.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$48,000.00
Approved Requests:	$43,200.00
Budget Available:	$4,800.00
Current Requests:	$1,340.00
Budget Balance:	$3,460.00

Reviewed by: S. Thomas
Date: 5/23/2014
cc: Finance Director / Buyer

10-3

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 37

Agenda

JUN - 2 2014

Date: May 28, 2014

To: Donald L. Mims, Administrator

From: Daryl D. Bailey

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Point Clear, AL

Departure Date: July 14, 2014 Return Date: July 15, 2014

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Speaker at Circuit & District Judges 2014 Annual Conference

Traveler (s) Name:
1. Sean McTear
2.
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle	[ ]	Commercial Air	[ ]
Private Vehicle	[X]	Other (Specify)	[ ]

Total (est.) Cost: $80.00 Advance Registration Required:

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

Additional Comments:

To: Daryl D. Bailey

From: Donald L. Mims, Administrator

The above request is app. 06/02/14 reimbursement of actual and necessary expenses in the approximate amount of $80.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	760-51260.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$48,000.00
Approved Requests:	$44,540.00
Budget Available:	$3,460.00
Current Requests:	$80.00
Budget Balance:	$3,380.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/28/2014

cc: Finance Director / Buyer

10-4

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 38

Agenda
JUN - 2 2014

Date: May 28, 2014
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: June 25, 2014 Return Date: June 27, 2014
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: ADAA 2014 Summer Conference

Traveler (s) Name: 1. Jerome Dees 4.
2. 5.
3. 6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [X] Other (Specify) [ ]

Total (est.) Cost: $1,670.00 Advance Registration Required: $375.00
Department Name: District Attorney Fund Name: 760-51260-265
Additional Comments:

To: Daryl D. Bailey
From: Donald L. Mims, Administrator

The above request is app. 06/02/14 reimbursement of actual and necessary expenses in the approximate amount of $1,670.00 and advance registration of $375.00 is authorized.

To be completed by the Finance Department

Fund Code:	760-51260.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$48,000.00
Approved Requests:	$44,540.00
Budget Available:	$3,460.00
Current Requests:	$1,750.00
Budget Balance:	$1,710.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 5/28/2014
cc: Finance Director / Buyer

10-5

ORIGINAL

Agenda

JUN - 2 2014

Interoffice Memo

To: Donnie Mims

From: Lou Ialacci

Cc: Tammy Nix

Date: May 20, 2014

RE: Authorization for Position Fill Requests

After the reclassification and reorganization were completed I had two long term employees retire. The plan presented in my February 12, 2014 memo to you and approved by the Commission in their March 10, 2014 meeting was to abolish the two job classifications for these individuals and replace them with existing classifications. The use of the current classifications will result in no additions to staff and a reduction in salaries.

I respectfully request your consideration and approval of the attached Position Fill Requests – one for an IT Engineer/Systems and one for a Clerk IV. The IT Engineer will replace the Specialist who was at the top of their pay grade and the Clerk IV will replace the Manager at very close to one half that salary.

Thank you and the Commission for all your support and cooperation. This will help me better manage our department and keep our salary levels under control.

End of Memo

ORIGINAL

Montgomery County Commission Form 102 (new oct 1996)

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: Information Systems

DEPARTMENT HEAD: Lou Ialacci

SUPERVISOR: Rodney Smith

1. POSITION TITLE: IT Engineer/Systems

POSITION NUMBER: 220272003 Class Code CO 0272

PROPOSED EFFECTIVE DATE: June 16, 2014

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A09 Step 1 Annual $48,225

Department Head 5/20/14 Date

2 ADMINISTRATIVE REVIEW
( ) APPROVED
() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional	___	Candidates
Open-Competitive	___	Candidates
Transfer	___	Candidates

Personnel Director Date

4 SELECTEE: ______________________

Appointing Authority Date

5 () Manpower data entered by ______ Date ______
() Payroll entered by ______ Date ______

11-2

ORIGINAL

Montgomery County Commission Form 102 (new oct 1996)

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: Information Systems

DEPARTMENT HEAD: Lou Ialacci

SUPERVISOR: Rodney Smith

1. POSITION TITLE: Clerk IV

POSITION NUMBER: 220004001 Class Code CO 0004

PROPOSED EFFECTIVE DATE: June 16, 2014

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A05 Step 1 Annual $30,785

Department Head 5/20/14 Date

2 ADMINISTRATIVE REVIEW

( ) APPROVED

() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional ______ Candidates

Open-Competitive ______ Candidates

Transfer ______ Candidates

Personnel Director Date

4 SELECTEE: ______

Appointing Authority Date ______

5 () Manpower data entered by ______ Date ______

() Payroll entered by ______ Date ______

11-3

Agenda

JUN - 2 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 12

DEPARTMENT:	County Comm Appropriat	REVIEWED:	S. Thomas	2/19/2014
DATE:	2/18/2014	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Kitchen Equipment	001-52200.549	0	72,374	72,374
Fund Balance	001.35900		(72,374)	
	TOTAL	0	0	72,374

JUSTIFICATION:

Budget for the purchase of kitchen equipment for the Detention Facility.

12-1

Agenda

JUN - 2 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2014-1

DEPARTMENT:	Youth Facility	REVIEWED:	S. Thomas	5/19/2014
DATE:	5/19/2014	Finance Director		Date
REQUESTED BY:	Bruce R. Howell	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Telephone	001-52602-251	30,000	(4,000)	26,000
Groceries	001-52602-328	80,000	(10,000)	70,000
Main. Buildings	001-52602-231	20,000	10,000	30,000
Water and Sewer	001-52602-246	15,000	4,000	19,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	145,000	0	145,000

JUSTIFICATION:

Budget realignment to cover the cost of building maintenance and water bills.

12-2

Agenda
JUN - 2 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 2

DEPARTMENT:	Youth Facility	REVIEWED:	S. Thomas	5/28/2014
DATE:	5/27/2014	Finance Director		Date
REQUESTED BY:	Bruce R. Howell	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Housing & Feeding Juveniles	001-52602-403	0	140,000	140,000
Fund Balance	001.35900		(140,000)	
	TOTAL	0	0	140,000

JUSTIFICATION:

Due to the renovation, we are having to house Juvenile Detainees in Dallas and Lee Counties. At our present rate I am projecting our cost for this fiscal year will be approximately $140,000. We are charged $85 per day in Dallas County and $100 a day in Lee County. This expense was started in late March. This increase should carry us through the remainder of this fiscal year.

12-3

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
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

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda
JUN - 2 2014

May 29, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Award of Request for Proposal regarding Financing the Energy Conservation Project, Series 2014 for the Youth Facility Renovation

Attorney Clinton Graves with Gilpin Givhan, PC, will be meeting with the Commission on Monday, June 2, 2014, at which time he will request to waive rules for the Commission to consider Award of Request for Proposal (RFP) to Regions Bank for financing the Energy Conservation Project for the Youth Facility renovation, Series 2014. The bank will honor this rate of 3.81% through Monday, June 2, 2014 **(The effective interest rate after the Federal Energy Conservation Program Interest Reimbursement will be 1.5%).**

In order to take advantage of the lowest interest rate, I am encouraging the Commission to waive rules and award the RFP to Regions Bank.

DLM/tn

Attachment

GILPIN | GIVHAN

CLINTON D. GRAVES
DIRECT DIAL 334.409.2232
E-MAIL CGRAVES@GILPINGIVHAN.COM
(REPLY TO MONTGOMERY OFFICE)

May 22, 2014

VIA EMAIL
Donald L. Mims, Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102-1667

Re: Summary of Request for Proposals for Energy Conservation Project, Series 2014
Our File No. 3834.1004

Dear Donnie:

The Montgomery County Commission (the "Commission") has entered into an Energy Services Contract (the "Energy Project") with Schneider Electric Buildings America, Inc. ("Schneider") in order to provide for the installation of certain energy conservation measures in public buildings within Montgomery County, Alabama (the "County"). In order to finance the installation of these energy conservation measures, the County has received allocations from the Alabama Energy Board Allocation Committee of qualified energy conservation bonds in the amount of $8,831,046, of which $4,414,110 is remaining.

Qualified energy conservation bonds are taxable bonds that may be issued to finance certain energy conservation measures, such as those being installed pursuant to the Energy Project. The incentive to issue qualified energy conservation bonds, which have a taxable rate that is higher than that of tax-exempt debt, is that the issuer receives a cash rebate from the U.S. Treasury Department to subsidize its net interest payments. The amount of the subsidy is determined as the lesser of (i) the amount of interest payable under the bond on each interest payment date, or (ii) 70% of the amount of interest which would have been payable under the bond at the tax credit rate, which is set daily by the U.S. Treasury Department. The affect of the cash rebate is to lower the effective rate of the qualified energy conservation bonds.

Due to the Budget Control Act of 2011 (the "Federal Sequestration"), the rebate payments to issuers are reduced, using a statutory formula, each year until 2021. On September 30, 2013, the Internal Revenue Service announced that cash rebates relating to qualified energy conservation bonds processed after October 1, 2013, and on or before September 30, 2014, would be reduced by a sequestration rate of 7.2%, down from 8.6% the previous year. As such, the actual subsidy that the County will receive from the issue of the qualified energy bonds will be reduced by 7.2% for the 2013-

2014 fiscal year. It is expected that the sequestration rate will decrease each year until 2021 when the sequestration is set to expire.

In order to complete the Energy Project, which would include in large part, the installation of energy conservation measures in the County Youth Facility, the County issued a request for financing proposals (the "RFP") on April 30, 2014 requesting that each party provide proposals for taxable qualified energy conservation bonds, tax-exempt non-bank qualified bonds, and tax-exempt bank qualified bonds. A mandatory information meeting was held May, 14, 2014 at which a presentation of the RFP was made and each lender interested in submitting a financing proposal was given the opportunity to ask questions in relation to the financing.

Financing proposals were submitted to the County Administrator's office on May 20, 2014 between the hours of 8:00 am to 5:00 pm and May 21, 2014 between the hours of 8:00 am and 10:00 am. Four lenders submitted proposals in response to the RFP: Regions Bank, BBVA Compass, ServisFirst Bank, and Sterling Bank. Upon a review of the proposals, it was determined that Regions Bank submitted a financing proposal with the lowest fixed taxable rate of 3.81% and included the following: (i) an annual payment of $391,398.52, (ii) no bank fees, and (iii) bank's attorney fees capped at $5,000.

The Regions Bank proposal complies with the specifications as set forth in the RFP and proposes the lowest taxable interest rate for the issuance of qualified energy conservation bonds.

If you have any questions concerning any of the above, please do not hesitate to contact me.

Yours very truly,

GILPIN GIVHAN, PC

Clinton D. Graves

CDG:bsh

Montgomery County Commission

General Obligation Warrant, Series 2014

(Energy Conservation Services Project)

Summary of RFP Responses

The County issued a request for financing proposals ("RFP") on April 30, 2014 for the purpose of financing the Energy Conservation Services Project. While anticipating that the taxable loan utilizing the County's allocation of qualified energy conservation bonds would generate the lowest net effective interest rate, the RFP requested proposals for taxable loans, tax-exempt bank qualified loans, and tax-exempt non-bank qualified loans as a point of comparison. The RFP called for the loan to be amortized over 15 years with semi-annual interest payments and principal payments being made annually. The following banks submitted proposals in response to the RFP: (i) Regions Bank, (ii) BBVA Compass, (iii) ServisFirst Bank, and (iv) Sterling Bank. Below is a summary of each proposal:

(1) Regions Bank

Taxable Rate	3.81% (Fixed)
Tax-Exempt Bank Qualified Rate	2.66% (Fixed)
Tax-Exempt Non-Bank Qualified Rate	2.66% (Fixed)
Bank Fees	None
Bank Counsel Fees	$5,000 taxable $7,500 tax-exempt

(2) Sterling Bank

Taxable Rate	4.37% (Fixed)
Tax-Exempt Bank Qualified Rate	4.37% (Fixed)
Tax-Exempt Non-Bank Qualified Rate	4.37% (Fixed)
Bank Fees	$1,000
Bank Counsel Fees	None

(3) BBVA Compass

Taxable Rate	4.86% (Fixed)
Tax-Exempt Bank Qualified Rate	3.16% (Fixed)
Tax-Exempt Non-Bank Qualified Rate	3.19% (Fixed)
Bank Fees	None
Bank Counsel Fees	$9,000

(4) ServisFirst Bank

Taxable Rate	3.25% (Variable)
Tax-Exempt Bank Qualified Rate	2.30% (Variable)
Tax-Exempt Non-Bank Qualified Rate	
Bank Fees	None
Bank Counsel Fees	$2.500

It should be noted that while ServisFirst Bank offered the lowest taxable rate, that rate is a floating variable rate based upon the Wall Street Journal Prime Floating Rate.

The following is an approximation of the effective interest rate on the loan assuming the Regions Bank proposal for taxable qualified energy conservation bonds is awarded:

Quoted Interest Rate		3.81%	
Tax Credit Subsidy			
70% of Tax Credit Bond Rate (3.56% as of May 29th, 2014)	2.49%		
Plus Sequestration Reduction of 7.2%	.18%		
Total Subsidy		2.31%	
Effective Rate			1.50%

The interest payable on the loan in the first year (2015) of the Regions Bank proposal is $168,177.59. The County would then file a request for tax credit to take advantage of the tax credit subsidy offered for qualified energy conservation bonds. The credit, if it were calculated as of May 29th, 2014, would be 70% of the interest which would be due on the loan at the qualified tax credit rate established daily by the U.S. Treasury Department, which in this case, would be 3.56% or $109,999.62 (calculated as $157,142.32 x 70%). The subsidy is then reduced by 7.2% ($7,919.97) as a result of the federal sequestration, leaving a total subsidy of $102,079.65 which would be issued to the County a credit on the interest the County paid on the loan.

As a result, the County would effectively have paid $66,097.94 in interest for the first year of the loan which is an effective rate of 1.50%.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
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

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda
JUN - 2 2014

May 29, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Renovation Budget, Lease Agreement and Time Line regarding the Public Defender's Office

The Montgomery County Commission, at its meeting on May 19, 2014, agreed to place on the next Thursday Memo as a waived rules item, a Renovation Budget, Lease Agreement and a Time Line regarding the renovation of the Griel Mansion for the Montgomery County Public Defender's Office.

Attached are these items for your consideration.

DLM/tn

Attachments

14-1

Renovations of Greil Mansion
for Montgomery County Public Defender's Office

Exterior -			
Item	**Cost**	**Quantity/Unit**	**Total**
Strip wood columns	$2,000.00	6 each	$12,000
Repair rotted column bases & capital	$750.00	6 each	$4,500
Reseal all column joints @ staves	$1,900.00	6 each	$11,400
Prime & paint columns	$1,500.00	6 each	$9,000
Strip prime & paint windows	$800.00	49 each	$39,200
Paint exterior railings & planter boxes	$3,500.00	1 lump sum	$3,500
Patch blisters in exterior finish	$1,500.00	1 lump sum	$1,500
Clean exterior of building	$8,500.00	1 lump sum	$8,500
Secure front and rear handrail	$125	1 lump sum	$125
Subtotal			$89,725

Hazards -			
Item	**Cost**	**Quantity/Unit**	**Total**
Remove & replace carpet	$16.00	491 sq yd	$7,856
Grab bars @ toilets	$75.00	7 each	$525
Exit lighting	$1,524.00	1 lump sum	$1,524
Emergency egress lighting	$1,905.00	1 lump sum	$1,905
Fire alarm	$11,430.00	1 lump sum	$11,430
Electrical infrastructure	$11,684.00	1 lump sum	$11,684
Subtotal			**$34,924**

Total Expenditures for Exterior and Hazards $124,649

Essentials			
Item	**Cost**	**Quantity/Unit**	**Total**
Paint ceiling	$2.10	8452 sq ft	$17,749
Clean carpet - conference room	$450.00	1 lump sum	$450
Security wall at front entry	$75.00	118 sq ft	$8,850
Replace astragal @ entry, repair door & dead bolt	$1,800.00	1 each	$1,800
Rekey locks	$15.00	25 each	$375
Replace 3 exterior doors with steel inc hdw	$1,200.00	3 each	$3,600
CCTV and card access	$38,100.00	1 lump sum	$38,100
Signage	$10,000.00	1 lump sum	$10,000
Subtotal			**$80,924**

Total Expenditures for Exterior, Hazards and Essentials $205,573

Other Interior Expenditures Identified by Architect Griffin Harris			
Item	**Cost**	**Quantity/Unit**	**Total**
Install steel access panel	$269.00	1 each	$269
Tapered oak threshold & trim 14 doors +35'	$7.00	77 lf	$539
Subtotal			**$808**

Capital Expenditures for PD Specific Renovations			
Item	**Cost**	**Quantity/Unit**	**Total**
Additional receptacles (25)	$10,477.50	1 lump sum	$10,478
Lighting (LED)	$80,873.60	1 lump sum	$80,873

Painting 85,697 sq ft	$1.48	85,697 sq ft	$126,832
Subtotal			**$218,183**

Tammy Nix

From: Greg Clark <gclark@carpdc.com>
Sent: Thursday, May 01, 2014 4:24 PM
To: Donald Mims
Cc: Tammy Nix; 'sara byard'
Subject: FW: Economic Development District
Attachments: Montgomery County EDD RESOLUTION.doc

Agenda
JUN - 2 2014

Attached is the revised resolution for EDD District as you requested. The schedule agreed to was for 9:15 May19th to brief the Commission. The Resolution will be acted at the first meeting in June.

This is a resolution of support for the creation of an Economic Development District by the Central Alabama Regional Planning and Development Commission, of which, Montgomery County is a member. CARPDC is now requesting the various member governments to pass a resolution of support for the creation of this district. This is the first step in the process, the designation as Economic Development District has the potential of bring additional federal dollars to the county for large scale Economic Development Projects.

Sara Byard and myself will be glad to be available to answer any questions.

If you have any questions let me know. Thank you for your assistance.

Greg Clark
Executive Director
Central Alabama Regional Planning and Development Commission
430 South Court * Montgomery, Alabama 36104
Phone: (334) 262-4300 Fax (334) 262-6976

15-1

RESOLUTION

WHEREAS, the Central Alabama Regional Planning and Development Commission (CARPDC) wishes to be recognized as an Economic Development District (EDD) under Economic Development Administration (EDA) 13 CFR Chapter III; and

WHEREAS, Central Alabama Regional Planning and Development Commission is eligible to become an EDD under the provisions of 13 CFR Chapter III —Economic Development Administration, Department of Commerce § 304.1 and § 304.2; and

WHEREAS, the purpose of an EDD is to promote economic growth and development through regional economic development strategies in the Central Alabama Region (Autauga, Elmore and Montgomery Counties); and

WHEREAS, Montgomery County is a part of the Central Alabama Region, a member of Central Alabama Regional Planning and Development Commission and wishes to be a part of this new Economic Development District.

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

Section 1. That the Montgomery County Commission supports the effort of the Central Alabama Regional Planning and Development Commission in its efforts to create an Economic Development District.

Section 2. That the Montgomery County Commission wishes to be involved in the creation of and is desirous of being a member of this Economic Development District.

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

PASSED, ADOPTED and APPROVED this the ____ day of __________, 2014.

____
Elton N. Dean, Sr., Chairman

ATTEST:

____

15-2

MONTGOMERY COUNTY COMMISSION
ENGINEERING DEPARTMENT

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

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

Agenda
JUN - 2 2014

June 1, 2014

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer 6/1/2014

SUBJECT: Position Fill for County Road Equipment Operator I

It is requested that we be permitted to fill a recently vacated County Road Equipment Operator I (tractor driver) position at our District I maintenance facility on Terminal Road. This vacancy resulted from the unexpected resignation of an existing District I tractor driver making a total of two (2) tractor driver vacancies at this maintenance district.

Due to this shortage of personnel, it is critical that we fill this position as quickly as possible so that we will have sufficient manpower to complete mowing of the right-of-ways this summer and assist with tree and tree limb removals later in the fall and winter.

Forwarded herewith is the position fill request form pertaining to this County Road Equipment Operator I vacancy for placement on the nearest possible Montgomery County Commission meeting agenda. Thank you for your assistance with this matter.

GCS/gcs

Attachment

cc: File

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

1 6/2/2014 dept request
2. ____________ admin review
3. ____________ personnel dept
4. ____________ cert to admin
5. ____________ dept selection
6. ____________ final review

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: Andrew C. McCall Jr., District I Maint. Supt.

1. **POSITION TITLE** County Road Equipment Operator I (0551)

POSITION NUMBER 610551018

PROPOSED EFFECTIVE DATE June 23, 2014

TYPE OF APPOINTMENT (X) PERMANENT ( ) TEMPORARY

RECRUITING

(X) PROMOTION REGISTER (Department Only)
( ) TRANSFER
( ) OPEN COMPETITIVE REGISTER
( ) REEMPLOYMENT

PAY GRADE (S04) ($21,958 - $31,259) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions

George C. Speake ____________ DATE June 2, 2014
Department Head

2. **ADMINISTRATIVE REVIEW**

( ) APPROVED

( ) DISAPPROVED

____
Funding Authority

3. **CERTIFICATION**

Promotional ________ Candidates
Open-Competitive ________ Candidates
Transfer ________ Candidates

____________ DATE ____________
Personnel Director

4. **SELECTEE:** ____________

____________ Date ____________
Appointing Authority

5. ( ) Manpower data entered by ____________ Date ____________

( ) Payroll entered by ____________ Date ____________

16-2

JMR+H Architecture, PC

May 20, 2014

Mr. Donnie Mims
Montgomery County Commission
101 South Lawrence Street
Montgomery, Alabama 36104

Re: Alterations to 3rd Floor Annex Three
Montgomery County Courthouse
Montgomery, Alabama

Dear Mr. Mims:

As you are aware, we received sealed bids on the above referenced project on May 20, 2014 at 2:00 PM. Please find attached the certified bid tabulation for the receipt of bids. Please note that Stallings & Sons of Montgomery, Alabama was the apparent low bidder.

The Architect recommends award to the lowest responsible bidder which was Stallings & Sons of Montgomery, Alabama, whose low bid totaled $1,227,232.00.

Please note that the overall construction cost not including Alternate No. 2 (New Doors and Access Control) at $18,174.00 is $1,209,058.00. Our projected Project Cost (See Attachment "A") with Contingency was $1,075,000.00. This results in a delta of $134,058.00. Approximately $50,000.00 of this delta was in additional cost for Alternate No. 1. It is our assumption that this cost reflects the difficulty of this construction with respect to phasing and waterproofing considerations during construction.

It should be noted that the security and telcom pieces (Cat 6 cabling, racks, etc.) that were added to the construction cost will now not be applied against the security / data allowance ($100,000.00) shown in Attachment "A". This will help to offset the delta in the construction budget. Please note that the difference between our original project cost with contingency and the base bid is $8,258.00 or .7 of a percent. Also note that the difference between the low bidder and the second bidder is $16,168.00 or 1.3% which is "as good as it gets".

It is our opinion that the telcom/security/data and furniture budgets could involve less cost than those projected resulting in an offset of the aforementioned difference in construction cost.

Please review the attached information and schedule a presentation before the Commission to authorize Notice to Proceed and contract execution as well as a Pre Award Conference at your earliest convenience.

Thank you for your consideration of this matter, we await your direction.

Best regards,
JMR+H Architecture, PC

J. Michael Rutland, President

P.O. Box 1706, 36102-1706 60 Commerce Street, Suite 1520 Montgomery, AL 36104
Phone: 334.420.5672 Fax: 334.420.5692

JMR+H Architecture, PC

ATTACHMENT 'A'
TOTAL PROJECT COST
ALTERATIONS TO THIRD FLOOR ANNEX THREE
MONTGOMERY COUNTY COURTHOUSE
MONTGOMERY, ALABAMA
MARCH 17, 2014

Land Cost		$0.00
Site Development		$0.00
<u>Construction</u>		
Base Bid		901,179.00
Alternate No. 1		77,000.00
Contingency		<u>96,821.00</u>
Total Construction		$1,075,000.00
Special IBC Testing		$25,000.00
AE Fee (ABC Fee Schedule/Group III with 25% Fee Increaser for Renovation) (Estimated)		96,750.00
Anticipated A/E Reimbursables	(Printing, Etc.)	<u>5,000.00</u>
Total A/E Fee and Reimbursables		$101,750.00
Furniture, Fixtures and Equipment	(Includes Interior Design Fee)	$100,000.00
Security/Data		$100,000.00
GRAND TOTAL		**$1,401,750.00**

P.O. Box 1706, 36102-1706 60 Commerce Street, Suite 1520 Montgomery, AL 36104
Phone: 334.420.5672 Fax: 334.420.5692

TABULATION OF BIDS:

ALTERATIONS TO 3RD FLOOR ANNEX 3
MONTGOMERY COUNTY COURTHOUSE
Bids Received: 60 Commerce Street, Suite 1520, Montgomery, AL 36104
May 20, 2014 2:00 PM

BIDDERS	Surety	ENVELOPE ADD/DEDUCT	BASE BID	ALTERNATE NO. 1	ALTERNATE NO. 2	TOTAL BASE BID
A.G. DreCo, Inc.	First Tuskegee	12,000	1,286,283.00	154,824.00	22,670.00	1,475,777.00
Amity Construction	Mid Continent Casualty Company	0.00	1,056,000.00	164,300.00	23,100.00	1,243,400.00
Hudak Construction	Granite Re, Inc.	0.00	1,296,000.00	199,260.00	14,733.00	1,509,993.00
Hutcheson Construction Company	Travelers Casualty and Surety Company of America	1,000.00	1,105,075.00	162,250.00	13,500.00	1,281,825.00
Stallings & Sons	Travelers Casualty and Surety Company of America	0.00	1,083,258.00	125,800.00	18,174.00	1,227,232.00
Russell Construction, Inc.	Hartford Fire Insurance Company	0.00	1,070,898.00	250,345.00	18,205.00	1,339,448.00

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

Sworn and subscribed before me ____________, 2014

RENAE M. WILLIAMS
MY COMMISSION EXPIRES
NOTARY
PUBLIC
January 20, 2018
STATE OF ALABAMA

Renae M. Williams

J. Michael Rutland, JMR+H Architecture, PC, President

18-3

Agenda

JUN - 2 2014

Renovations of Greil Mansion
for Montgomery County Public Defender's Office

Exterior -			
Item	**Cost**	**Quantity/Unit**	**Total**
Strip wood columns	$2,000.00	6 each	$12,000
Repair rotted column bases & capital	$750.00	6 each	$4,500
Reseal all column joints @ staves	$1,900.00	6 each	$11,400
Prime & paint columns	$1,500.00	6 each	$9,000
Strip prime & paint windows	$800.00	49 each	$39,200
Paint exterior railings & planter boxes	$3,500.00	1 lump sum	$3,500
Patch blisters in exterior finish	$1,500.00	1 lump sum	$1,500
Clean exterior of building	$8,500.00	1 lump sum	$8,500
Secure front and rear handrail	$125	1 lump sum	$125
Subtotal			$89,725

Hazards -			
Item	**Cost**	**Quantity/Unit**	**Total**
Remove & replace carpet	$16.00	491 sq yd	$7,856
Grab bars @ toilets	$75.00	7 each	$525
Exit lighting	$1,524.00	1 lump sum	$1,524
Emergency egress lighting	$1,905.00	1 lump sum	$1,905
Fire alarm	$11,430.00	1 lump sum	$11,430
Electrical infrastructure	$11,684.00	1 lump sum	$11,684
Subtotal			$34,924

Total Expenditures for Exterior and Hazards $124,649

Essentials			
Item	**Cost**	**Quantity/Unit**	**Total**
Paint ceiling	S2.10	8452 sq ft	S17.749
Clean carpet - conference room	S450.00	1 lump sum	S450
Security wall at front entry	S75.00	118 sq ft	S8.850
Replace astragal @ entry, repair door & dead bolt	S1,800.00	1 each	S1.800
Rekey locks	S15.00	25 each	S375
Replace 3 exterior doors with steel inc hdw	S1,200.00	3 each	S3,600
CCTV and card access	S38,100.00	1 lump sum	S38.100
Signage	S10.000.00	1 lump sum	S10,000
Subtotal			**S80,924**

Total Expenditures for Exterior, Hazards and Essentials $205,573

Other Interior Expenditures Identified by Architect Griffin Harris			
Item	**Cost**	**Quantity/Unit**	**Total**
Install steel access panel	S269.00	1 each	S269
Tapered oak threshold & trim 14 doors +35'	S7.00	77 lf	S539
Subtotal			**S808**

Capital Expenditures for PD Specific Renovations			
Item	**Cost**	**Quantity/Unit**	**Total**
Additional receptacles (25)	S10.477.50	1 lump sum	S10.478
Lighting (LED)	S80.873.60	1 lump sum	S80.873

19-2

Painting 85.697 sq ft	$1.48	85.697 sq ft	$126.832
Subtotal			**$218.183**

19-3