

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

NOVEMBER 3, 2014

AGENDA
INFORMATION SESSION

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

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
County Deputy Administrator
County Attorney
County Engineer

Comments from Scheduled Attendees:

Presiding Circuit Judge Charles Price
Executive Session regarding Possible Lease and/or Purchase of Property
Juvenile Court Administrator Bruce R. Howell

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 October 20, 2014

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Board Member Reappointments to the Montgomery City-County Public Library Board, County Commission
2. Consider Board Member Reappointment to the Pine Level Water Authority, County Commission
3. Consider Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 4LEL (FY2014 - \$55,000), Sheriff's Office
4. Consider Resolution Authorizing the County's Thanksgiving Holiday Observance on Friday, November 28, 2014, County Commission
5. Consider Resolution Authorizing the County's Christmas Holiday Observance on Friday, December 26, 2014, County Commission
6. Consider Bank Depositories for the Remainder of 2014 and the 2015 Calendar Year, County Commission
7. Consider Builder's Hardware Cylinder Allowance Authorization Number 1 and General Contingency Allowance Authorization Number 2 for the Youth Facility Project, Youth Facility
8. Consider Payment of 2015 Membership Dues to the Public Relations Council of Alabama (PRCA) for Public Affairs Director DiDi Henry, Public Affairs
9. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
10. Consider Bid Award for Catering of Food Trays, Bid No. 51988-14B-029, County Commission
11. Consider Bid Award for Carpet in the Administration Office Area, Bid No. 52200-14B-021, Detention Facility
12. Consider Bid Award for Sheriff's Office Uniforms, Bid No. 52110-14B-025, Sheriff's Office
13. Consider Bid Award for Leather and Accessories, Bid No. 52110-14B-026, Sheriff's Office
14. Consider Budget Change Request Number 4 for \$7,500 to Alabama Cattlemen's Association, for 2015 Alabama Junior Beef Expo, County Commission Appropriations

15. Consider Position Fill Requests – Detention Facility (2)
 1. Corrections Officer Corporal, Position Number 167
 2. Corrections Officer Trainee/Corrections Officer, Position Number to be Determined
16. Consider Position Fill Request for Emergency Communications Operator I/II, Position Number 10, Sheriff's Office
17. Consider Position Fill Request for Customer Service Clerk, Position Number 750016043, Probate Judge's Office
18. Consider Travel/Training Requests (7)

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:

1st Vice President Junie J. Pierce, III with the Montgomery Humane Society
Revenue Commissioner Janet Buskey
Chief Appraiser Clay Henley and Mapping Supervisor Todd Grant

Reports from Staff:

County Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

NOVEMBER 3, 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.

NOVEMBER 11, 2014

County Holiday (Veterans Day)

NOVEMBER 17, 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.

NOVEMBER 27, 2014

County Holiday (Thanksgiving Day)

DECEMBER 1, 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.

DECEMBER 15, 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.

DECEMBER 25, 2014

County Holiday (Christmas Day)

PERSONNEL ACTIONS

Fill action continues for 1 Appraiser I – Appraisal Department
Fill action continues for 2 Appraiser II – Appraisal Department
Fill action continues for 1 Appraiser III – Appraisal Department
Fill action continues for 1 IT Engineering/Systems – Information Systems
Fill action continues for 1 Clerk IV – 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 Runner – District Attorney's Office
Fill action continues for 1 Legal Support Assistant – District Attorney's Office
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 Child Support Case Manager I – District Attorney Child Support
Fill action continues for 2 Child Support Case Manager II's – District Attorney Child Support
Fill action continues for 1 Director – District Attorney Pre-Trial
Fill action continues for 31 Correction Officer Trainees – Detention Facility
Fill action continues for 2 Inmate Grievance/Disciplinary Clerk – 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 Clerk III – 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 2 Assistant Tag & License Supervisors – Probate Judge's Office
Fill action continues for 1 Customer Service Clerk (Part-Time) – Probate Judge's Office
Fill action continues for 1 Tag and License Supervisor – Probate Judge's Office
Fill action continues for 1 Elections Training Coordinator – Probate Judge's Office (Elections)
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Customer Service Clerk – Revenue Commissioner's Office
Fill action continues for 2 Clerk Typist II – Sheriff's Office
Fill action continues for 4 Deputy Sheriff/Deputy Sheriff Trainees – Sheriff's Office
Fill action continues for 1 Court Security Officer – Sheriff's Office
Fill action continues for 1 Fingerprint Classifier – Sheriff's Office
Fill action continues for 1 Deputy Sheriff Corporal – 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 2 Juvenile Probation Officer I – Youth Facility
Fill action continues for 2 Service Maintenance Worker I's – Youth Facility
Fill action continues for 2 Juvenile Detention Officer's – Youth Facility
Fill action continues for 3 Juvenile Detention Officer's (Part-Time) – Youth Facility

November 3, 2014

11-03-14 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 10-24-14

Check Number	To	Check Number
247926		248018
Total Checks Paid		\$266,659.94

CHECK #	PAYEE	AMOUNT	DATE
247924	Leadership Montgomery	\$ 1,425.00	10-17-14
247925	Pitney Bowes Reserve Account	\$20,000.00	10-17-14

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

Agenda

NOV - 3 2014

11-03-14 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-24-14

Check Number	To	Check Number
248019		248214
Total Checks Paid		\$740,181.94

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

MONTGOMERY COUNTY COMMISSION

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

**CHECKS ARE DATED
10/31/14**

Payroll Check Number	121245	To	Payroll Check Number	121338	\$ 75,531.11
Direct Deposits					\$ 908,794.04
Payroll Check Number	121339	To	Payroll Check Number	121352	\$ 204,079.74
Direct Deposits					\$ 63,626.02
Federal Deposits					\$ 346,823.31
Total Payroll Paid					\$ 1,598,854.22

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

ELTON N. DEAN, SR.
CHAIRMAN

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

NOV - 3 2014

October 23, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery City-County Public Library Board Reappointments

The terms of Catherine Wright and Gary Burton have expired as board members of the Montgomery City-County Public Library Board of Trustees. Ms. Wright and Rev. Burton have expressed their desire to be reappointed.

The Montgomery County Commission, at its meeting on October 20, 2014, agreed to place these reappointments on the next agenda. I am requesting that the Commission consider approval of these reappointments for terms expiring June 1, 2018.

DLM/tn

Attachments



2004 Gold Star Award Recipient



Library Administration
PO Box 1950
245 High Street
Montgomery, AL 36102-1950

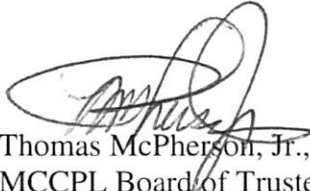
Public Library Division
Alabama Library Association

Juliette H. Morgan Memorial Library
E.L. Lowder Branch Library
Governor Square Branch Library
Coliseum Branch Library
Pine Level Branch Library

Ramer Branch Library
Rosa Parks Branch Library
Rufus A. Lewis Branch Library
Pike Road Community Branch Library
Pintlala Branch Library

September 30, 2014

TO: Donnie Mims, Administrator
Montgomery County Commission

FROM: 
Thomas McPherson, Jr., Chairman
MCCPL Board of Trustees

RE: Reappointments to the Library Board of Trustees

The appointed terms on the Montgomery City-County Public Library Board of Trustees for Ms. Catherine Wright and Rev. Gary Burton expired on June 1, 2014. Both Ms. Wright and Rev. Burton have indicated their desire to be reappointed.

These names have been approved to be submitted for reappointment.

If you require additional information, please contact me at 264-7919.

Thank you for your consideration.

2014 OCT -6 AM 9:19
COMM. DIV.

**Montgomery City-County Public Library
Board of Trustees
2014 Directory**

Thomas McPherson, President
County Appointment
321 N. Anton Drive
Montgomery, AL 36105-2112
Phone H #834-9636
Phone W #264-7919 F #264-7917
Cell #202-5533
edrs@knology.net
Term Expires: June 1, 2016

Katie Bell
City Appointment
3613 Winterset Court
Montgomery, AL 36111-3361
Phone H #284-1800
Cell #318-1509
Fax #284-4002
katieb@charter.net
Term Expires: June 1, 2016

* **Catherine Wright**
County Appointment
3865 Colline Drive
Montgomery, AL 36106-3357
Phone W #420-4252 H #277-9956
Cell #315-6854
cwright@trenholmstate.edu
Term Expires: June 1, 2014

Sylvia Harper
City Appointment
8549 Wexford Trace
Montgomery, AL 36117-8227
Phone W #265-1594 H #207-2144
Cell #207-2144
sharper@centralalabamaoic.com
Term expires: September 21, 2017

William Fain
County Appointment
7029 Mid Pines Circle
Montgomery, AL 36117-8503
Cell #398-3344
wtfain@charter.net
Term Expires: June 1, 2015

Jim Earnhardt, Vice President
City Appointment
4013 Meredith Drive
Montgomery, AL 36109-2344
Phone H #279-8859 W #261-1525
jme@knology.net (H)
jeanhardt@gannett.com (W)
Term Expires: June 21, 2017

* **Gary Burton, Secretary**
County Appointment
13812 U.S. Hwy 31
Hope Hull, AL 36043-5104
Phone H #288-7414
Phone W #281-9439 F #264-7917
Cell #315-2235 Fax #281-9419
garyburton1@charter.net
Term Expires: June 1, 2014

Courtney Williams
City Appointment
P.O. Box 2069
Montgomery, AL 36102-2069
Phone W #241-8054
Fax W #241-8254
mew@chlaw.com
Term Expires: September 21, 2016

Amy Knudsen
County Appointment
2926 Jamestown Drive
Montgomery, AL 36111-1211
Phone W #244-2587
Phone H #834-1808
Cell #549-5005
Amy.Knudsen@aronov.com
Term Expires: June 1, 2016

Janet Waller
City Appointment
2307 Allendale Place
Montgomery, AL 36111-1636
Phone H #264-8923
Cell #504-250-1219
jmwaller@earthlink.net
Term Expires: September 21, 2014

Betsy Atkins
County Appointment
201 Laurel Springs Court
Pine Level, AL 36064-0059
Phone H #334-584-9294
Term Expires: June 1, 2017

Eddie R. Johnson, Treasurer
City Appointment
P.O. Box 302101
Montgomery, AL 36104-2101
Phone W #242-9960
ejohnson@alsde.edu
Term expires: June 21, 2015

Paulette Moncrief
County Appointment
4216 Green Meadow Drive
Montgomery, AL 36108-5010
Phone W #834-0033 H #288-5584
Cell #399-2456 Fax #264-3344
pmoncrief@montgomerycommaction.com
Term Expires: June 1, 2017

Chester Mallory
City Appointment
P.O. Box 6056
Montgomery, AL 36106-0056
Phone W #262-7773
Cell #303-4802
cmallory@mindspring.com
Term expires: September 21, 2014

Mary McLemore
President, Friends of the Library
122 Laurelwood Drive
Pike Road, AL 36064-2213
Phone H #277-0039 Cell #652-8285
mary_mclemore@mindspring.com

Kenneth Coleman
City Appointment
P.O. Box 160
Montgomery, AL 36101-0160
Phone W #832-3301
Cell #850-4213
kecolema@southernco.com
Term expires: September 21, 2014

Jaunita Owes, Library Director
City-County Public Library
P.O. Box 1950
245 High Street
Montgomery, AL 36102-1950
Phone #240-4300
Fax #240-4977
jowes@mccpl.lib.al.us

Vivian White, Asst. Director
City-County Public Library
P.O. Box 1950
245 High Street
Montgomery, AL 36102-1950
Phone #240-4300
Fax #240-4977
vwhite@mccpl.lib.al.us

4 Year Terms

Library Home Page
<http://www.mccpl.lib.al.us>

1/13/2011

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

NOV - 3 2014

October 23, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Pine Level Water Authority Board Member Reappointment

The term of Mr. Win Broadway expired as a board member of the Pine Level Water Authority. Mr. Broadway would like to be reappointed to this board.

The Montgomery County Commission, at its meeting on October 20, 2014, agreed to place this reappointment on the next agenda. I am requesting that the Commission consider approval of this reappointment for a term expiring March 1, 2020.

DLM/tn

Attachments

Tammy Nix

From: pinelevelwater@mon-cre.net
Sent: Tuesday, October 07, 2014 2:31 PM
To: Tammy Nix
Subject: Re-Appointment of Win Broadway

The Pine Level Water Authority Board of Directors respectfully request that Mr. Win Broadway be approved for another term as Board Member.

Mr. Broadway has accepted the invitation to remain on the Board for another term.

Thank you.

Charles "Trey" Trussell III

President of the Board
Pine Level Water Authority

Pine Level Water Authority

Members:

Term Expires:

Robert Rials
414 Rials Road
Grady AL 36036
Home: 562-9493
Cell: 322-6079

3/1/2015

Flora Merritt (Vice President)
13268 County Road 1101
Goshen, AL 36035
(Appt. by Pike County)

3/1/2017

Charles Parker
17107 Meriwether Trail
Grady, AL 36036
Home: 334-584-7133

3/1/2019



Win Broadway (Secretary)
59 Broadway Trail
Ramer, AL 36069
Home: 584-9133
Cell: 239-5919

3/1/2014

Charles "Trey" Trussell, III (Chairman)
231 Patsaliga Lane
Grady, AL 36036

3/1/2018

cc: Chairman Trussell

Term: 6 years

D.T. MARSHALL, SHERIFF



OFFICE: (334) 832-4980

FAX: (334) 832-2500

Agenda

NOV - 3 2014

October 6, 2014

MEMORANDUM

TO : Donnie Mims, County Administrator
Montgomery County Commission

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

SUBJECT : 4LEL Grant~\$55,000
Cooperative Agreement

Please find attached two original Cooperative Agreements for the 4LEL Grant in the amount of \$55,000 to be placed on the next agenda. If it's approved, please have Mr. Dean sign his part on both original agreements and email or call Christie (ext. 1339) and she'll pick up the agreements.

Thank you.

encls.

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

1. Administrator Name & Address: Montgomery County Sheriff's Department 115 S. Perry Street Montgomery, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2014	4. Amount of: Federal: \$55,000.00 Total: \$55,000.00	5. Effective Dates Begin: 9/29/2014 End: 2/28/2016	6. Award Number: 4LEL

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Administrator, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2014 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Administrator and the Equipment Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Administrator and Equipment Recipient must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. The Administrator and Equipment Recipient must comply with Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations. The Administrator and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

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

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

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

5. Project Implementation: The Administrator and the Equipment Recipient agrees to implement all projects within 90 days following the award effective date or be subject to automatic cancellation of the award. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.

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

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

Initial Here DC
3-2

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

8. Bidding Requirements: The Administrator and Equipment Recipient must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.
9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Administrator must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; *however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA)*. Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.
10. Terms of Grant Period: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.
12. Recording and Documentation of Receipts and Expenditures: The Administrator's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.
13. Financial Responsibility: The financial responsibility of the Administrator must be such that the Administrator can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
 - a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;
 - b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c. The accounting system should provide accurate and current financial reporting information;
 - d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

Initial Here DC
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**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

14. Property Management Requirements:

- a. Effective control and accountability must be maintained for all award-purchased property. The Administrator and the Equipment Recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Administrator and the Equipment Recipient will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Administrator or the Equipment Recipient.
- b. The federal procedures for managing equipment will be the responsibility of the Administrator. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:
- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - (2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
 - (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - (4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- c. Disposition: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Administrator agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.
- d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
- e. Equipment Marking: The Administrator and the Equipment Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

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

Initial Here DC
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**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

f. Other good cause shown.

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

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

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

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

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Administrator will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Administrator must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Administrator will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the US DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total \$5,000.00 or more, a new signature sheet by stakeholders is required to be submitted with the BDW revision. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.
- b. In regard to Law Enforcement, the Administrator agrees to spend the appropriate percentage of this award in compliance with US DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.
32. Metropolitan Medical Response System (MMRS):
- a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS Administrators are to:
- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
 - Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework.
 - Promote sub-State regional coordination of mutual aid with neighboring localities.
 - Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events.
 - Validate the Administrator's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
 - Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
 - Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard.
 - Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible.
 - Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained.
 - Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments.

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

- b. Budget detail worksheets will document program expenses as prescribed in other sections of the Homeland Security Grant Program guidance. Budget detail worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.
33. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.
34. Overtime and Backfill: Administrators must read and comply with the funding restrictions provided in FY14 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.
- a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency*. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package.
35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Administrator must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Administrators must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding. MMRS funds may not be used for any type of construction.
36. Special Instructions: N/A

CERTIFICATION BY THE ADMINISTRATOR

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

Name: Derrick Cunningham
Title: Chief Deputy
Agency Address: Montgomery County Sheriff's Office
115 S. Perry St., Mtgy AL 36104
Phone Number: 334.832.1146
Fax Number: 334.832.7113
Mobile Number: 334.850.1329
E-Mail Address: DerrickCunningham@mc5-ala.org
Signature: [Signature] Date: 10.06.2014

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name: ETON N. DEAN, Jr.
Title: Chairman
Agency Address: Montgomery County Commission
101 S. Lawrence St., Mtgy, AL 36104
Phone Number: 334.832.1210
Signature: _____ Date: _____

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

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

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier
Title: Secretary, Alabama Law Enforcement Agency
Signature: [Signature] Date: 9/26/2014

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

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

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

Alabama Law Enforcement Agency
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

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

1. *Audit Period:	Beginning		Ending			
2. Audit will be submitted to ALEA Accounting Office by:						
				(Date)		

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

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

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

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

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

Form Completed By Name: E Hon A. Dean, Sr. Title: Chairman

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

NOV - 3 2014

October 23, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Resolution regarding Thanksgiving Holiday 2014

The Montgomery County Commission, at its meeting on October 20, 2014, agreed to place on the next agenda a Resolution authorizing the closing of the Montgomery County Courthouse and all county offices on Friday, November 28, 2014, in observance of Thanksgiving.

I am requesting approval of this item.

DLM/tn

Attachment

RESOLUTION

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

WHEREAS, the Montgomery County Commission wishes to close the county courthouse on Friday, November 28, 2014, to allow county employees to spend time with their families;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Friday, November 28, 2014.

I hereby certify that the above
resolution was adopted by the
Montgomery County Commission,
on this, the 3rd day of November, 2014.

ATTEST:

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

Donald L. Mims, Administrator

OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

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

STATE OF ALABAMA

MEMORANDUM

TO: All State Department Heads
FROM: Governor Robert Bentley
DATE: October 1, 2014
SUBJECT: Holiday Schedule

I have authorized the following holiday schedule for state employees:

Thanksgiving

Thursday, November 27, 2014

Friday, November 28, 2014

Christmas

Thursday, December 25, 2014

Friday, December 26, 2014

New Year's Day

Thursday, January 1, 2015

All state offices will be closed on the above dates, except those in areas where it is essential to maintain personnel. If it is necessary for any employee to work on any of these holidays, they should be allowed time off as soon thereafter as possible.

RB/fm

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

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ADMINISTRATOR

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

Agenda

NOV - 3 2014

October 23, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Resolution regarding Christmas Holiday 2014

The Montgomery County Commission, at its meeting on October 20, 2014, agreed to place on the next agenda a Resolution authorizing the closing of the Montgomery County Courthouse and all county offices on Friday, December 26, 2014, in observance of Christmas.

I am requesting approval of this item.

DLM/tn

Attachment

RESOLUTION

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

WHEREAS, the Montgomery County Commission wishes to close the county courthouse on Friday, December 26, 2014, to allow county employees to spend time with their families;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Friday, December 26, 2014, contingent on the Governor authorizing the closing of state offices.

I hereby certify that the above
resolution was adopted by the
Montgomery County Commission,
on this, the 3rd day of November, 2014.

ATTEST:

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

Donald L. Mims, Administrator

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
FINANCE DEPARTMENT
101 S. LAWRENCE STREET • P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, ADMINISTRATOR
SHERRILL R. THOMAS, CPA, FINANCE DIRECTOR
(334) 832-1230
TDD (334) 265-3568
FAX (334) 832-2533

Agenda

NOV - 3 2014

TO: DONALD L. MIMS, ADMINISTRATOR

FROM: SHERRILL R. THOMAS, FINANCE DIRECTOR 

DATE: October 8, 2014

RE: LIST OF BANK DEPOSITORIES

Following is a list of banks currently doing business in Montgomery County and should be designated depositories for the remainder of Calendar Year 2014 and Calendar Year 2015.

Aliant Bank

Amerifirst Bank

Auburn Bank

BB&T

BBVA Compass

Cadence Bank

Community Bank & Trust

First Tuskegee Bank

Hancock Bank

IberiaBank

PNC Bank

Regions Bank

Renasant Bank

River Bank & Trust

ServisFirst Bank

Sterling Bank

Trustmark National Bank

Wells Fargo Bank

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
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A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

www.mc-ala.org

Agenda

NOV - 3 2014

October 23, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Builder's Hardware Cylinder Allowance Authorization Number 1 and General
Contingency Allowance Authorization Number 2 for the Youth Facility Project

The Montgomery County Commission, at its meeting on October 20, 2014, agreed to place on the next agenda the Builder's Hardware Cylinder Allowance Authorization Number 1 and General Contingency Allowance Authorization Number 2 for the Youth Facility Project.

I am requesting approval of these items.

DLM/tn

Attachment



October 20, 2014

Mr. Elton Dean
Montgomery County Commission
101 S Lawrence St
Montgomery, AL 36104

RE: Montgomery County Youth Facility – October 20th, 2014 Commission Meeting

Dear Mr. Dean,

We request Commission approval and authorization to proceed with the changes in work by the General Contingency Allowance and Builder's Hardware Allowance. The total remaining amount available in the General Contingency Allowance fund is \$56,493.00 and total amount available in the Builder's Hardware Allowance is \$10,000.00. We request approval of \$34,002.00 from the General Contingency Allowance and \$3,385.00 from the Builder's Hardware Allowance to proceed with the changes in work per the attached spreadsheet items. The above work does not include overhead and profit from Bear Brothers, Inc., since the original amount of the General Contingency Allowance and the Builder's Hardware Allowance already includes their overhead and profit.

The consideration of the Authorization is very much appreciated.

Sincerely,


Frank E. Litchfield, III

Cc: Donald L. Mims

Authorized By:

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

SS&L
October 20, 2014

7-3

SECTION 01 2101 - GENERAL CONTINGENCY ALLOWANCE AUTHORIZATION

MONTGOMERY COUNTY YOUTH FACILITY, MONTGOMERY, AL

SS&L Project No. 12030 BC Project No. 2013072

BUILDER'S HARDWARE CYLINDER ALLOWANCE AUTHORIZATION

AUTHORIZATION No. 1 Date: November 3, 2014

In accordance with Specification Section 01 2100 - ALLOWANCES, the Contractor, Bear Brothers, Inc., is hereby authorized to proceed with the changes in Work as are described below and is to be paid for the performance of these changes as provided in Specification Section 01 2100. This Authorization shall become effective when it is signed by the Contractor and the Owner's representative and it is understood and agreed that the amount(s) stipulated below constitute full compensation for these changes in Work.

TOTAL AMOUNT OF THIS AUTHORIZATION	\$3,385.00
ORIGINAL AMOUNT OF THE ALLOWANCE	\$10,000.00
NET TOTAL OF PREVIOUS AUTHORIZATIONS	\$0
PREVIOUS REMAINING ALLOWANCE	\$10,000.00
TOTAL AMOUNT OF THIS AUTHORIZATION	\$3,385.00
ALLOWANCE REMAINING AFTER THIS AUTHORIZATION	\$6,615.00

Montgomery County Youth Facility
Montgomery, AL

12030

December 2013

Recommended By:

Authorized By:

Accepted By:

Casey M. Ivy
Seay Seay & Litchfield

Elton N. Dean, Sr.
Montgomery County Commission

Clyde Bear
Bear Brothers, Inc.

SECTION 01 2101 - GENERAL CONTINGENCY ALLOWANCE AUTHORIZATION

MONTGOMERY COUNTY YOUTH FACILITY, MONTGOMERY, AL

SS&L Project No. 12030 BC Project No. 2013072

GENERAL CONTINGENCY ALLOWANCE AUTHORIZATION

AUTHORIZATION No. 2 Date: November 3, 2014

In accordance with Specification Section 01 2100 - ALLOWANCES, the Contractor, Bear Brothers, Inc., is hereby authorized to proceed with the changes in Work as are described below and is to be paid for the performance of these changes as provided in Specification Section 01 2100. This Authorization shall become effective when it is signed by the Contractor and the Owner's representative and it is understood and agreed that the amount(s) stipulated below constitute full compensation for these changes in Work.

TOTAL AMOUNT OF THIS AUTHORIZATION	\$34,002.00
ORIGINAL AMOUNT OF THE GENERAL CONTINGENCY ALLOWANCE	\$150,000.00
NET TOTAL OF PREVIOUS AUTHORIZATIONS	\$93,507.00
PREVIOUS REMAINING GENERAL CONTINGENCY ALLOWANCE	\$56,493.00
TOTAL AMOUNT OF THIS AUTHORIZATION GENERAL CONTINGENCY ALLOWANCE REMAINING AFTER THIS AUTHORIZATION	\$34,002.00 \$22,491.00

Montgomery County Youth Facility
Montgomery, AL

12030

December 2013

Recommended By:

Authorized By:

Accepted By:

Casey M. Ivy
Seay Seay & Litchfield

Elton N. Dean, Sr.
Montgomery County Commission

Clyde Bear
Bear Brothers, Inc.



MONTGOMERY COUNTY COMMISSION

Office of Public Affairs

101 S. Lawrence Street, Montgomery, AL 36104 Tel. (334) 832-1270 Fax (334)-832-2533

Agenda

NOV - 3 2014

October 10, 2014

To: Montgomery County Commission

From: DiDi Henry

Re: Public Relations Council of Alabama – Montgomery Chapter Dues

I am requesting that the Commission approve the payment of my annual dues to PRCA-Montgomery for 2015. The membership includes online webinars, newsletters, conferences and information for public relations professionals that can only be obtained through membership to the organization. I also serve as a State PRCA officer, as chapter representative, for 2015-2016.

The dues are \$285.00 a year. I have attached an invoice.

Thank you for your consideration.



Public Relations
Council of Alabama

Invoice

October 10, 2014

DiDi Henry
Public Affairs Director
Montgomery County Commission
PO Box 1667
Montgomery, AL 36102

2015 Membership Renewal, Montgomery PRCA

\$285.00

Terms—Due upon presentation. Membership not effective until check is received.

Please Remit ONLY To:

**Public Relations Council of Alabama
P.O. Box 531335
Birmingham, AL 35253-1335**

The Public Relations Council of Alabama is a not-for-profit business association and is not subject to tax withholding. TIN: 43-2032904

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

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

Agenda.org

NOV - 3 2014

November 3, 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-2015-18: Alabama Shakespeare Festival, for Educational Programs - \$2,500; (Harris)

C-2015-19: Leadership Montgomery, Inc., for Class Government Day - \$200; (Harris)

C-2015-20: Paul Outreach Services, Inc., for Community Service Programs - \$2,500; (Williams)

C-2015-21: Safetynet Youthcare, Inc., for Youth Behavioral Treatment Programs, \$1,000; (Ingram)

C-2015-22: Pike Road Ladies Auxiliary, for Community Services - \$1,200; (Ingram)

C-2015-23: Alabama Cattlemen's Association, for the Alabama Junior Beef Expo during the Southeastern Livestock Expo - \$2,500; (Dean-\$500, Harris-\$500, Ingram-\$500, Walker-\$500 and Williams-\$500)

NC-2015-53: BOE, Park Crossing High School, for History Club (c/o Tiwania Brown) - \$500; (Ingram)

NC-2015-54: Alabama Cooperative Extension System, for Jimmy Smitherman's Certified Crop Adviser Renewal Fee - \$75; (Ingram)

DLM/tll

MEMORANDUM

To: Donald L. Mims, Administrator

From: Tammy Turner, Buyer II TT

Date: October 15, 2014

Subject: Invitation to Bid No. 51988-14B-029
Sandwich Trays

Request approval of the above referenced Invitation to Bid to the only bid received from Chappy's Deli in the amount of \$1,467.65, be placed on future agenda for a County Commission meeting. (copy of spread sheet attached)

Coordination of award made with Didi Henry, Publication Information Officer.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51988-14B-029				CHAPPY'S DELI (334)277-6590									
DATE ISSUED: SEPTEMBER 29, 2014													
DATE OPENED: OCTOBER 14, 2014													
COUNTY COMMISSION													
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	DBL-DECK SANDWICH												
	4-5 PEOPLE	EA	1	\$48.40	\$48.40								
	6-8 PEOPLE	EA	1	\$68.85	\$68.85								
	8-10 PEOPLE	EA	1	\$73.10	\$73.10								
	10-13 PEOPLE	EA	1	\$100.50	\$100.50								
2	VEGGIE & REL. TRAY												
	12-18 PEOPLE	EA	1	\$29.95	\$29.95								
	20-25 PEOPLE	EA	1	\$42.95	\$42.95								
	30-35 PEOPLE	EA	1	\$59.95	\$59.95								
3	FRUIT & CHEESE												
	10-15 PEOPLE	EA	1	\$42.95	\$42.95								
	18-25 PEOPLE	EA	1	\$59.95	\$59.95								
	30-35 PEOPLE	EA	1	\$75.95	\$75.95								
4	FRUIT TRAY												
	9-18 PEOPLE	EA	1	\$42.95	\$42.95								
	18-25 PEOPLE	EA	1	\$59.95	\$59.95								
	30-35 PEOPLE	EA	1	\$75.95	\$75.95								
TOTAL BID AMOUNTS													

Notes:

20 BIDS MAILED

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51988-14B-029				CHAPPY'S DELI (334)277-6590									
DATE ISSUED: SEPTEMBER 29, 2014													
DATE OPENED: OCTOBER 14, 2014													
COUNTY COMMISSION													
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
5	CHICK FINGER TRAY												
	9-18 PEOPLE	EA	1	\$38.95	\$38.95								
	18-36 PEOPLE	EA	1	\$64.50	\$64.50								
	21-42 PEOPLE	EA	1	\$89.95	\$89.95								
6	BOX MEAL - SAND.	EA	1	\$8.35	\$8.35								
7	BOX MEAL - CHICKEN	EA	1	\$8.95	\$8.95								
	FINGER												
8	BREAKFAST TRAY												
	SMALL	EA	1	\$28.95	\$28.95								
	MEDIUM	EA	1	\$52.95	\$52.95								
	LARGE	EA	1	\$62.95	\$62.95								
9	MINI CROISSANTS												
	SMALL	EA	1	\$31.95	\$31.95								
	MEDIUM	EA	1	\$62.95	\$62.95								
	LARGE	EA	1	\$88.95	\$88.95								
10	ANGEL BISCUITS	EA	1	\$32.95	\$32.95								
	MEDIUM	EA	1	\$48.95	\$48.95								
	LARGE	EA	1	\$64.95	\$64.95								
TOTAL BID AMOUNTS					\$1,467.65								

Notes:

10-3

CONTRACTUAL AGREEMENT

This Contractual Agreement made and entered into effective December 1, 2014, between Chappy's Deli of Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Chappy's Deli desires to furnish Services for Catering of Food Trays for Montgomery County Commission and any other County Department, as needed, in accordance with Chappy's Deli response to Invitation to Bid No. 51988-14B-029 advertised and opened by Montgomery County Commission.

Montgomery County Commission and Chappy's Deli agree as follows:

- 1. That Chappy's Deli will furnish food trays to Montgomery County Commission and any other County Departments, as needed, at prices submitted on their response to Invitation to Bid No. 51988-14B-029.**
- 2. That all prices bid by Chappy's Deli shall remain firm for a one (1) year period, beginning on December 1, 2014 and ending on November 20, 2015.**
- 3. That Montgomery County Commission and Chappy's Deli reserves the right to cancel this Contract at any time during the contract period, providing either party gives a thirty (30) day written notice.**
- 4. That purchase orders will be issued to Chappy's Deli by Montgomery County Commission, as orders are needed.**
- 5. That Montgomery County Commission and Chappy's Deli agrees that if a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of**

Alabama between the Montgomery County Commission and Chappy's Deli of Montgomery.

IN WITNESS WHEREOF, we have hereunto set our hands on days and year first above written.

WITNESS:

CHAPPY'S DELI

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

NOV - 3 2014

MEMORANDUM

To: Donald L. Mims, Administrator

From: Tammy Turner, Buyer II *TT*

Date: October 6, 2014

Subject: Invitation to Bid No. 52200-14B-021
Replace Carpet in Administration Office Area
Mac Sim Butler Detention Facility

Request approval of the above referenced Invitation to Bid to low bid of H & H Carpets, Inc. in the amount of \$25,759.81, be placed on future agenda for a County Commission meeting. (copy of spread sheet attached)

Coordination of award made with Colonel Wanda Robinson.

Attachment

2014 OCT 10 10:10Z
FBI

Purchasing Department

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-14B-021				H & H CARPETS, INC. 6450 ATLANTA HWY MONTGOMERY, AL 36117 (334)277-6552		WEISS FLOORING, INC. P.O. BOX 211225 MONTGOMERY, AL (334)277-9927							
DATE ISSUED: SEPTEMBER 11, 2014													
DATE OPENED: SEPTEMBER 25, 2014													
DETENTION FACILITY													
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	JOB TO REPLACE	EA	1	\$25,759.81	\$25,759.81	\$26,986.00	\$26,986.00						
	CARPET IN THE												
	ADMINISTRATION												
	AREA OF THE												
	MAC SIM BUTLER												
	DETENTION FACILITY												
TOTAL BID AMOUNTS					\$25,759.81		\$26,986.00						

MEMORANDUM

To: Donald L. Mims, Administrator

From: Tammy Turner, Buyer II 

Date: October 14, 2014

Subject: Invitation to Bid No. 52110-14B-025
Sheriff's Office Uniforms

Request approval of the above referenced Invitation to Bid to low bid of Azar's Uniforms in the amount of \$33,390.00, be placed on future agenda for a County Commission meeting. (copy of spread sheet attached)

Coordination of award made with Sheriff D.T. Marshall

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-025				AZAR'S UNIFORMS (334)244-1133		GULF STATES DISTRIBUTORS (334)271-2010							
DATE ISSUED: SEPTEMBER 25, 2014													
DATE OPENED: OCTOBER 9, 2014													
SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	UNIFORMS												
1	SHIRT: LS	EA	25	\$51.90	\$1,297.50								
2	SHIRT: SS	EA	25	\$47.90	\$1,197.50								
3	TROUSER: MEN	EA	25	\$56.00	\$1,400.00								
4	SHIRT: LS	EA	25	\$51.90	\$1,297.50								
5	SHIRT: SS	EA	25	\$47.90	\$1,197.50								
6	TROUSER:WOMEN	EA	25	\$56.00	\$1,400.00								
7	JACKET: BRN/BLK	EA	25	\$115.00	\$2,875.00								
8	JACKET:BLACK	EA	25	\$88.00	\$2,200.00								
9	GOLF SHIRTS SS	EA	25	\$43.00	\$1,075.00	\$63.19	\$1,579.75						
10	GOLF SHIRTS LS	EA	25	\$47.00	\$1,175.00	\$69.44	\$1,736.00						
11	TACTICAL SHIRT: SS	EA	25	\$44.00	\$1,100.00	\$35.50	\$887.50						
12	TACTICAL SHIRT: LS	EA	25	\$47.00	\$1,175.00	\$38.70	\$967.50						
13	TACTICAL SHIRT: SS	EA	25	\$44.00	\$1,100.00								
14	TACTICAL SHIRT: LS	EA	25	\$47.00	\$1,175.00	\$35.50	\$887.50						
15	TACTICAL PANTS	EA	25	\$47.00	\$1,175.00	\$36.55	\$913.75						
16	WINDBREAKER	EA	25	\$26.00	\$650.00	\$45.31	\$1,132.75						
17	T-SHIRTS	EA	25	\$12.50	\$312.50	\$17.38	\$434.50						
TOTAL BID AMOUNTS													

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ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-14B-025				AZAR'S UNIFORMS (334)244-1133		GULF STATES DISTRIBUTORS (334)271-2010							
DATE ISSUED: SEPTEMBER 25, 2014													
DATE OPENED: OCTOBER 9, 2014													
SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
18	SHIRTS: TWO POCK	EA	25	\$49.50	\$1,237.50								
19	SHIRTS: TWO POCK	EA	25	\$44.50	\$1,112.50								
20	BDU TACTICAL PNTS	EA	25	\$45.00	\$1,125.00								
21	SHIRTS: SS	EA	25	\$45.00	\$1,125.00								
22	SHIRTS: LS	EA	25	\$47.00	\$1,175.00								
23	POLO SHIRT	EA	25	\$45.00	\$1,125.00								
24	K-9 PANTS	EA	25	\$40.00	\$1,000.00	\$37.35	\$933.75						
25	k-9 SHIRTS	EA	25	\$44.50	\$1,112.50	\$62.35	\$1,558.75						
26	DRESS SWEATER	EA	25	\$55.00	\$1,375.00								
27	MEN DICKIE PANTS	EA	25	\$24.00	\$600.00								
28	WOMEN DICKIE PANT	EA	25	\$24.00	\$600.00								
TOTAL BID AMOUNTS					33,390.00		11,031.75						

Page 2

SHERIFFUNIFORMS2

12-3

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTUAL AGREEMENT

CONTRACT NO. 52110-14B-025

THIS CONTRACTUAL AGREEMENT made and entered into on the 7th day of November, 2014, by and between Azar's Uniforms of Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Azar's Uniforms agrees to furnish Sheriff's Office Uniforms for the Montgomery County Sheriff's Office, in accordance with all the provisions of Invitation to Bid No.52110-14B-025, as advertised by the Montgomery County Commission on September 25, 2014, (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Azar's Uniforms and Montgomery County Commission agrees as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the Contract will begin on November 7, 2014 and will end on November 6, 2015, with the option to renew for two (2) years, in one year periods. A price escalation may be allowed but shall not exceed 5% per year. That prices shall remain firm for the first year.
3. That Montgomery County Commission and Azar's Uniforms may terminate this agreement at anytime during the contract period by giving a thirty (30) day written notice by either party.
4. That Azar's Uniforms will furnish Uniforms for the Sheriff's Office at prices stipulated in Invitation to Bid No. 52110-14B-025.
5. That Azar's Uniforms shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 7th day of November, 2014.

WITNESS:

AZAR'S UNIFORMS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

M E M O R A N D U M

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II TT

DATE: October 15, 2014

SUBJECT: Invitation to Bid No: 52110-14B-026
Leather and Accessories

Request approval of the above referenced Invitation to Bid to low bid of GT Distributors of GA. in the amount of \$7,806.25, be placed on future agenda for a County Commission meeting. (copy of spread sheet attached)

Coordination of award made with Sheriff D.T. Marshall

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

Notes:

33 BIDS MAILED

Page 1

leatherandaccessories

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Purchasing Department Montgomery County Commission

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

Notes:

33 BIDS MAILED

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTUAL AGREEMENT

CONTRACT NO. 52110-14B-026

THIS CONTRACTUAL AGREEMENT made and entered into on the 7th day of November, 2014, by and between GT Distributors of GA, Inc. located in Rossville, Georgia and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

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

WHEREAS, In Consideration thereof, GT Distributors of GA and Montgomery County Commission agrees as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the Contract will begin on November 7, 2014 and will end on November 6, 2015, with the option to renew for two (2) years, in one year periods. A price escalation may be allowed but shall not exceed 5% per year. That prices shall remain firm for the first year.
3. That Montgomery County Commission and GT Distributors of GA may terminate this agreement at anytime during the contract period by giving a thirty (30) day written notice by either party.
4. That GT Distributors of GA will furnish leather and accessories for the Sheriff's Office at prices stipulated in Invitation to Bid No. 52110-14B-026.
5. That GT Distributors of GA shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 7th day of November, 2014.

WITNESS:

GT Distributors of GA, Inc.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 4

DEPARTMENT: County Comm Appropriat REVIEWED: S. Thomas 10/20/2014
DATE: 10/20/2014 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
Alabama Cattlemen's Assn	001-56125.488	0	7,500	7,500
In House Misc Appropriations	001-59310.498	75,000	-7,500	67,500
TOTAL		75,000	0	75,000

JUSTIFICATION:
Appropriation to the Alabama Cattlemen's Association to provide funding for the 2015 Alabama Junior Beef Expo.

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

NOV - 3 2014

October 23, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Requests for Detention Facility

The Montgomery County Commission, at its meeting on October 20, 2014, agreed to place the following Position Fill Requests from the Detention Facility on the next agenda:

1. Corrections Officer Corporal, Position Number 167
2. Corrections Officer Trainee/Corrections Officer, Position Number To Be Determined

I am requesting approval of these items.

DLM/tn

Attachments

15-1

POSITION FILL REQUEST

ORIGINAL

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 Corrections Officer Corporal

Position Number 167

Proposed Effective Date October 14, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Pay Grade PC2 - \$34,792 - \$46,681
Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Setion 10 (A - Promotions
Date October 7, 2014

D. T. Marshall
 Department Head MDA

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 _____

POSITION FILL REQUEST

ORIGINAL

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 Corrections Officer Trainee / Corrections Officer

Position Number _____

Proposed Effective Date October 14, 2014

Type of Appointment (☒) Permanent (☐) Temporary

Recruiting

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

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

D T Marshall Date October 7, 2014
 Department Head

2. Administrative Review

- (☐) Approved
 (☐) Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
 Open-Competitive _____ Candidates
 Transfer _____ Candidates

 Personnel Director Date _____

4. Selectee:

 Appointing Authority Date _____

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

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

www.mc-ala.org

Agenda

NOV - 3 2014

October 23, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Emergency Communications Operator I/II, Sheriff's Office

The Montgomery County Commission, at its meeting on October 20, 2014, agreed to place on the next agenda a Position Fill Request for Emergency Communications Operator I/II, Position Number 10 from the Sheriff's Office.

I am requesting approval of this item.

DLM/tn

Attachment

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office
DEPARTMENT HEAD: D. T. Marshall, Sheriff
SUPERVISOR: D. Cunningham, Chief Deputy

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

1. Position Title Emergency Communication Operator II/ I

Position Number 10

Proposed Effective Date October 14, 2014

Type of Appointment ☒ Permanent ☐ Temporary

Recruiting

- ☐ Promotional Register ☐ Transfer
☒ Open Competitive Register ☐ Reemployment

Pay Grade Emergency Communication Operator II \$28,223-40,175
Emergency Communication Operator I \$25,146-\$35,795

D. T. Marshall Date October 7, 2014
Department Head

2. Administrative Review

- ☐ Approved
☐ Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

5. ☐ Manpower data entered by _____ Date _____
☐ Payroll entered by _____ Date _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

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TDD (334) 265-3568

www.mc-ala.org

Agenda

NOV - 3 2014

October 23, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Customer Service Clerk, Probate Judge's Office

The Montgomery County Commission, at its meeting on October 20, 2014, agreed to place on the next agenda a Position Fill Request for Customer Service Clerk, Position Number 750016043 from the Probate Judge's Office.

I am requesting approval of this item.

DLM/tn

Attachment

17-1



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

TO: Montgomery County Commission
THRU: Donnie Mims
FROM: Steven L. Reed, Probate Judge
SUBJECT: Request Approval of Position Fill Request
DATE: October 14, 2014

I request approval of a position fill requests relative to the resignation of a Customer Service Clerk.

On 9 October 2014, Ms. Susan Fontaine, a Customer Service Clerk at the Probate South satellite office, stated to her supervisor that she would not be returning to work. As a result, the Probate Office will be under staffed by (1) Customer Service Clerk. This position is currently in our budget.

Thank you for your favorable consideration of this request.

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: PROBATE

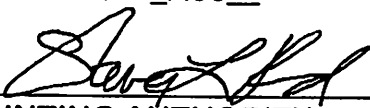
APPOINTING AUTH.: Steven L. Reed

SUPERVISOR: William D. Flowers, III

COMPLETE ACTION DATES

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

1. POSITION TITLE: Customer Service Clerk
POSITION NUMBER: 750016043
PROPOSED EFFECTIVE DATE: 20 October 2014
TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY
RECRUITING:
☐ Promotional Transfer ☐ Transfer
☒ Open Competitive Register ☐ Reemployment
PAY GRADE: A03 - 51



APPOINTING AUTHORITY

14 October 2014
Date

2. ADMINISTRATIVE REVIEW
☐ APPROVED
☐ DISAPPROVED

FUNDING AUTHORITY

Date

3. CERTIFICATION
Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

PERSONNEL DIRECTOR

Date

4. SELECTEE: _____

APPOINTING AUTHORITY

Date

5. _____ Manpower data entered by _____

Date

_____ Payroll entered by _____

Date

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda

NOV - 3 2014

Date: October 20, 2014
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: December 2, 2014 Return Date: December 3, 2014
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Auburn University: Tax Seminar
Qualifies toward 40 hours of CPE required annually for CPA license.

Traveler (s) Name: 1. Mike Knighten 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$160.00 Advance Registration Required: \$160.00

Department Name: Finance Department Fund Name: General

Additional Comments: _____

To: Sherrill R. Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 11/03/14 reimbursement of actual and necessary expenses in the
approximate amount of \$160.00 and advance registration of \$160.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$160.00</u>	
Budget Available:	<u>\$2,840.00</u>	
Current Requests:	<u>\$160.00</u>	
Budget Balance:	<u>\$2,680.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/20/2014

cc: Finance Director / Buyer

18-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Agenda

NOV - 3 2014

Date: October 22, 2014
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Alabama
Departure Date: November 5, 2014 Return Date: November 7, 2014

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: Attend ALTIST CRE Course III: Understanding Laws & Regulations Governing
Local Government Revenue in Hoover, AL. The 20 CPE hrs. earned will apply
toward initial CRE designation. 2nd of 4 classes required to earn CRE certification.

Traveler (s) Name: 1. RoShonda Moultrie 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$667.96 Advance Registration Required: \$250.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fees of \$250 to be direct billed to Montgomery County Commission
Tax & Audit Department by Auburn University Center for Governmental
Services. Lodging \$225 Meals \$100. Mileage \$92.96.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 11/03/14 reimbursement of actual and necessary expenses in the
approximate amount of \$667.96 and advance registration of \$250.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$8,600.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$8,600.00</u>
Current Requests:	<u>\$667.96</u>
Budget Balance:	<u>\$7,932.04</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/22/2014

cc: Finance Director / Buyer

18-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda

NOV - 3 2014

Date: October 22, 2014

To: Donald L. Mims, Administrator

From: Terri Henderson, Revenue Manager

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, Alabama

Departure Date: November 14, 2014

Return Date: November 14, 2014

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend Association of Government Accountants (AGA) Montgomery Fall
Training 2014 Class In Prattville, AL On November 14, 2014. Attendee To
Earn 8 CPE Hrs. Toward Annual 40 Hr. CRE Certification Requirement.

Traveler (s) Name: 1. Twyla Jackson 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☐

Commercial Air

☐

Private Vehicle

☒

Other (Specify)

☐

Total (est.) Cost: \$258.44

Advance Registration Required: \$245.00

Department Name: Tax & Audit

Fund Name: 001-51800-265

Additional Comments: Registration Fee of \$245.00 to be direct billed to Montgomery County Commission
Tax & Audit Department by the Montgomery Chapter of the AGA.
Mileage \$13.44. Meals \$0 (Lunch Included In Registration Fee). Lodging \$0.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 11/03/14 reimbursement of actual and necessary expenses in the
approximate amount of \$258.44 and advance registration of \$245.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$8,600.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$8,600.00</u>	
Current Requests:	<u>\$926.40</u>	
Budget Balance:	<u>\$7,673.60</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/22/2014

cc: Finance Director / Buyer

18-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Agenda

NOV - 3 2014

Date: October 22, 2014
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, Alabama

Departure Date: December 11, 2014 Return Date: December 12, 2014

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Attend 2014 AMROA Winter Conference in Auburn, AL.
Attendee will earn 12 CPE Hours toward her annual 40 hour CRE continuing
education certification requirement.

Traveler (s) Name: 1. Twyla Jackson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$335.44 Advance Registration Required: \$195.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fee of \$195.00 to be direct billed to Montgomery County Commission
Tax & Audit Department by Auburn University Center for Governmental Services.
Meals \$15. Lodging \$0. Mileage \$125.44 (Round-trip Mileage for 2 Days).

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 11/03/14 reimbursement of actual and necessary expenses in the
approximate amount of \$335.44 and advance registration of \$195.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$8,600.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$8,600.00</u>	
Current Requests:	<u>\$1,261.84</u>	
Budget Balance:	<u>\$7,338.16</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/22/2014

cc: Finance Director / Buyer

18-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

NOV - 3 2014

Request # 3

Date: October 16, 2014
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL
Departure Date: February 23, 2015 Return Date: February 27, 2015
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: IAAO 102: Income Approach to Valuation

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

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

Total (est.) Cost: \$1,238.60 Advance Registration Required: \$550.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: REGISTRATION=550.00 MILEAGE=313.60
FOOD=375.00

Total Cost: \$1,238.60

To: Clay Henley, Chief Appraiser

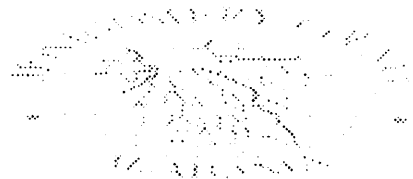
From: Donald L. Mims, Administrator

The above request is app. 11/03/14 reimbursement of actual and necessary expenses in the
approximate amount of \$1,238.60 and advance registration of \$550.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$4,450.00</u>	
Budget Available:	<u>\$25,550.00</u>	
Current Requests:	<u>\$1,238.60</u>	
Budget Balance:	<u>\$24,311.40</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/20/2014

cc: Finance Director / Buyer

18-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

NOV - 3 2014

Date: October 16, 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: January 28, 2015 Return Date: January 30, 2015
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: AL IV: INTRODUCTION TO PROPERTY TAX ADMINISTRATION

Traveler (s) Name: 1. Pam Trammer 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$250.00 Advance Registration Required: \$250.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: _____

To: Clay Henley, Chief Appraiser

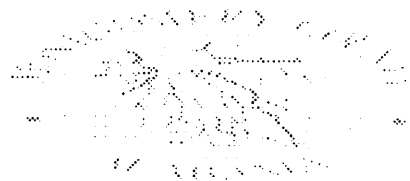
From: Donald L. Mims, Administrator

The above request is app. 11/03/14 reimbursement of actual and necessary expenses in the
approximate amount of \$250.00 and advance registration of \$250.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$4,450.00</u>	
Budget Available:	<u>\$25,550.00</u>	
Current Requests:	<u>\$1,488.60</u>	
Budget Balance:	<u>\$24,061.40</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/20/2014

cc: Finance Director / Buyer

18-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Agenda

NOV - 3 2014

Date: October 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: Birmingham, Al

Departure Date: November 13, 2014

Return Date: November 13, 2014

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: 2015 Mid-Winter Conference Planning Meeting

Traveler (s) Name: 1. Donna Raney 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☐

Commercial Air

☐

Private Vehicle

☒

Other (Specify)

☐

Total (est.) Cost: \$178.04

Advance Registration Required: \$0.00

Department Name: Appraisal

Fund Name: Reappraisal

Additional Comments: Donna Raney is on the planning committee. There is no advance registration for
this, so the request is for meals and mileage only. MEALS=\$75.00
MILEAGE= \$103.04 TOTAL FEES= \$178.04

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 11/03/14 reimbursement of actual and necessary expenses in the
approximate amount of \$178.04 and advance registration of \$0.00 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: \$4,450.00

Budget Available: \$25,550.00

Current Requests: \$1,666.64

Budget Balance: \$23,883.36

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/21/2014

cc: Finance Director / Buyer

18-7

NOV - 3 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	10/21/14
		Finance Director		Date
REQUESTED BY:	George C. Speake	APPROVED:		
Elected Official/Dept. Head	10/21/2014	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Construction Equipment	111-53100-561	645,255	(238,754)	406,501
Construction Equipment	111-53200-561	26,021	119,377	145,398
Construction Equipment	111-53300-561	52,042	119,377	171,419
TOTAL		723,318	0	723,318

JUSTIFICATION:

Transfer from the Construction Equipment Code to cover the purchase of 2 - Cab & Chassis with Grapple Bodies (1 - Dist. I & 1 - Dist. II) utilizing State Contract.

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BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 4

DEPARTMENT: Engineering REVIEWED: S. Thomas 10/28/14
 REQUESTED BY: George C. Speake Finance Director Date
 Elected Official/Dept. Head 10/27/2014 APPROVED: Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Construction Equipment	111-53100-561	406,501	(88,842)	317,659
Construction Equipment	111-53800-561	0	88,842	88,842
TOTAL		406,501	0	406,501

JUSTIFICATION:

Transfer from the Construction Equipment Code to cover the purchase of 1 - Dump Truck & 1 - Dump Body for Bridge Maintenance utilizing State Contract.

NOV - 3 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Sheriff	REVIEWED:	S. Thomas	10/22/2014
DATE:	10/22/2014	Finance Director	Date	
REQUESTED BY:	D.T. Marshall	APPROVED:		
Elected Official/Dept. Head		Administrator	Date	

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Motor Vehicles	001-52110.551	550,000	45,000	595,000
Town of Pike Road Contribution	001-40000.44916	0	(45,000)	(45,000)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		550,000	0	550,000

JUSTIFICATION:

To increase the Sheriff Motor Vehicle Budget for a \$45,000 contribution from the Town of Pike Road for the purchase of a vehicle.

NOV. - 3 2014



PROJECT AUTHORIZATION FORM

Project Name: Mold Observations and Post-cleaning Clearance **Date:** October 30, 2014

Project Location: Montgomery County Detention Facility, Montgomery, AL

Background: Two weeks ago what appeared to be mold growth was noted in the 3-north and 2-south cellblocks, which have for some time been unoccupied. At Scott Kramer's request we met and toured those areas. Later that day additional areas of what appeared to be mold were noted in occupied cellblock areas. The following morning we toured those additional areas and I prepared a brief email that included my assessment regarding the cause of the mold growth, recommending a scope of cleaning for the areas we had toured.

Services: 1) Perform observations of the unoccupied and occupied cellblocks where what appears to be mold was observed. 2) Prepare an email with my assessment of the cause of the mold growth, my recommendations for preventing future occurrences, and my recommendations regarding an appropriate scope of cleaning for the unoccupied cellblock areas. 3) Attend the October 31st meeting regarding this issue. 4) Coordinate and meet with the selected contractor to discuss possible cost saving options. 5) Provide clearance observations, and an email report, when the cleaning work in the unoccupied cellblock areas is believed to be complete.

Costs: The cost of the investigative observations, email and coordination/meeting is \$945. Clearance observations will be charged at \$300 per clearance trip for up to two hours on site. The work in the two cellblocks should be able to be cleared in two or three clearance trips, but I suggest budgeting for four in case one should fail. If EMC is required to attend additional meetings, or provide additional coordination and/or design services the required time will be invoiced at \$105/hour. Depending on the amount of additional services you anticipate, I suggest budgeting \$2,500 to \$5,000.

Comments: 1) The County or the contractor must provide a lift or suitable ladder for EMC's use in accessing high areas of the cellblocks when we perform the clearance observations. 2) No reasonably practical cleaning effort will remove all mold from the cellblocks, and even if that could be accomplished, airborne mold from the outside would reenter them shortly thereafter. Because mold is always present in our buildings mold growth will reoccur if dusty conditions and condensation reoccur and are allowed to persist.

Prepared By: W. Haynes Kelley, Jr., P.E. / President

The proposed services presented above are authorized and the Terms and Conditions shown on the back of this form are accepted.

Print or type Client Name (individual, firm or corporation)

Client Address

Signature of Authorized Representative

Date

Print or type Name of Authorized Representative and Title

TERMS AND CONDITIONS

undertake responsibility for reporting to any Federal, State or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. CLIENT agrees to notify the appropriate Federal, State or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment. In connection with hazardous waste, CLIENT agrees to the maximum extent permitted by law to defend, hold harmless and indemnify ENGINEER from and against any and all claims and liability resulting from:

(a) CLIENT's violation of any Federal, State or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;

(b) CLIENT's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site;

(c) Changed conditions or hazardous substances or constituents introduced at the site by CLIENT or third persons before or after the completion of services herein;

(d) Allegations that ENGINEER is a handler, generator, operator, transporter or transporter or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar Federal, State or local regulation or law.

UNANTICIPATED CONDITIONS OR HAZARDOUS MATERIALS. Unanticipated conditions or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ENGINEER and CLIENT also agree that the discovery of unanticipated hazardous materials will make it necessary for ENGINEER to take immediate measures to protect human health and safety, and/or the environment. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT encourages ENGINEER to take any and all measures that in ENGINEER's professional opinion are justified to preserve and protect the health and safety of ENGINEER's personnel and the public, and/or the environment, and CLIENT agrees to compensate ENGINEER for the additional cost of such work. In addition, CLIENT agrees to indemnify ENGINEER, and agrees to indemnify, defend and hold ENGINEER harmless from any claim or liability for injury or property damage caused by or arising out of the discovery of unanticipated hazardous materials or suspected hazardous materials. CLIENT agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

RIGHT OF ENTRY. CLIENT shall provide for ENGINEER's right to enter from time to time property owned by CLIENT and/or others) in order for ENGINEER to fulfill the scope of services included hereunder. (CLIENT understands that use of exploration equipment may cause some damage, the correction of which is not part of this AGREEMENT. CLIENT also understands that the discovery of certain conditions and/or taking preventive measures relative to these conditions may result in reduction of the property's value. Accordingly, CLIENT waives any claim against ENGINEER, and agrees to defend, indemnify and hold ENGINEER harmless from any claim or liability for injury or loss allegedly arising from procedures associated with ENGINEER's activities or discovery of hazardous materials or suspected hazardous materials. In addition, CLIENT agrees to compensate ENGINEER for any time spent or expenses incurred by ENGINEER in defense of any such claim, with compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

DAMAGE AT SITE. ENGINEER will not be liable for any property damage or bodily injury arising from damage to or interference with surface or subsurface structures (including, without limitation, pipes, tanks, telephone cables, etc.) which are not called to ENGINEER's attention in writing and correctly shown on the plans furnished by CLIENT in connection with work performed under this AGREEMENT. CLIENT recognizes that the use of exploration and test equipment may unavoidably affect, alter or damage the terrain and effect subsurface, vegetation, buildings, structures and equipment in, at or upon the site. CLIENT accepts the fact that this is inherent to ENGINEER's work and will not hold ENGINEER liable or responsible for any such effect, alteration or damage.

SAMPLING AND TESTING LOCATIONS. The fees included in ENGINEER's Proposal do not include costs associated with surveying of the site and/or facility to determine accurate horizontal and vertical location of tests. If surveying is required, cost of surveying will be paid by CLIENT. Field tests or boring locations described in report or shown on sketches are based on specific information furnished by others or estimates made in the field by personnel. Such dimensions, depths or elevations are approximations.

DISPOSAL OF SAMPLES. Samples obtained from the PROJECT site are the property of CLIENT. ENGINEER shall preserve such samples for no longer than forty-five calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples

SCOPE OF SERVICES. Environmental-Materials Consultants, Inc. as an independent consultant, and hereafter referred to as ENGINEER, agrees to provide CLIENT for CLIENT's sole benefit and exclusive use consulting services set forth in EMC's proposal.

STANDARD OF CARE. Services performed by ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

BILLING AND PAYMENT. CLIENT recognizes that timely payment of ENGINEER's invoices is a material part of the consideration of this AGREEMENT. CLIENT shall pay ENGINEER for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by ENGINEER from time to time, but no more than 15 days after the date of service and payment within 15 days of the date of invoice date. If CLIENT objects to all or part of an invoice, CLIENT shall so notify ENGINEER within fourteen calendar days of the invoice date. Identify the cause of disagreement and pay, when due, that portion of the invoice, if any, not in dispute. CLIENT shall pay an additional charge of one-and-one-half percent for the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month plus collection costs, including reasonable attorney's fees, for any payment received by ENGINEER more than thirty calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT. Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute any willingness on ENGINEER's part to finance CLIENT's operation, and no such willingness should be inferred. If CLIENT fails to pay undisputed invoiced amounts within thirty calendar days of the date of the invoice, ENGINEER may at any time, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENTS, suspend payment of this AGREEMENT. If a project is terminated in whole or in part, then ENGINEER shall be paid for services performed prior to receiving or issuing written notice of termination. Additionally, ENGINEER shall be paid for expenses and any shutdown costs incurred. Shutdown costs may be ENGINEER's sole discretion to protect ENGINEER's analysis and records necessary to document ENGINEER's firm and complete the pendency of this AGREEMENT, and at its sole discretion, that CLIENT post a letter of credit issued by a federally insured financial institution in an amount sufficient to assure full payment hereunder.

TERMINATION. CLIENT or ENGINEER may terminate this AGREEMENT by notifying the other party. Termination will become effective thirty calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause thereof, CLIENT shall within thirty calendar days of termination remunerate ENGINEER for services rendered and costs incurred. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, decontamination and/or disposing of equipment or samples.

DOCUMENTS. CLIENT will furnish or cause to be furnished such reports, data, drawings, specifications, documents and other information deemed necessary by ENGINEER for proper performance of ENGINEER's services. ENGINEER may rely upon CLIENT-provided information for the completion of this AGREEMENT. CLIENT shall warrant, however, ENGINEER assumes no responsibility or liability for their accuracy. CLIENT-provided documents will remain property of CLIENT. All documents, including but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ENGINEER as instruments of service pursuant to this AGREEMENT, shall be ENGINEER's sole property. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designees, if not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstances shall any documents produced by ENGINEER pursuant to this AGREEMENT be used at any location or for any project not expressly provided for in this AGREEMENT without ENGINEER's prior written permission. If CLIENT uses all or any portion of ENGINEER's work on another project without ENGINEER's permission, CLIENT shall to the maximum extent permitted by law save ENGINEER harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document ENGINEER delivers to CLIENT shall be reproduced or distributed, whether for advertising or any other purpose, without ENGINEER's prior written consent. Any such reproduction without prior written consent shall be at CLIENT's sole risk and without liability or legal exposure to ENGINEER.

HAZARDOUS SUBSTANCES AND CONSTITUENTS. CLIENT agrees to advise ENGINEER upon execution of this AGREEMENT of any hazardous substances or any conditions existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. CLIENT agrees to provide continuing information as it comes available to the attention of CLIENT in the future. By virtue of entering into this AGREEMENT or of providing services hereunder, ENGINEER does not assume control of, or responsibility for, the site or the person in charge of the site, or

from ENGINEER's custody and transporting them to a disposal site. CLIENT is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which ENGINEER is exposed, CLIENT agrees to waive any claim against ENGINEER, and to defend, indemnify and hold ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER's containing, labeling, transporting, testing, storing or other handling of contaminated samples. CLIENT also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

FIELD PERFORMANCE. The presence of ENGINEER's field personnel either full- or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, ENGINEER's work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither ENGINEER nor ENGINEER's field representative nor the subcontractor shall be held responsible for any accidents or injuries in any way for effects discovered in contractor's work. It is agreed that ENGINEER will not be responsible for job or site safety on the project and that ENGINEER does not have the right to stop the work of the contractor.

PUBLIC LIABILITY. ENGINEER maintains workers' compensation and employer's liability insurance for ENGINEER's employees as required by State laws. In addition, ENGINEER maintains comprehensive general liability with limits of \$1,000,000 and auto liability insurance with limits of \$1,000,000. A Certificate of Insurance can be supplied evidencing such coverage. ENGINEER will not be liable or responsible for any loss, damage or liability beyond the amounts, limits, coverage or conditions of such insurance specified above. In the event any third party brings suit or claim for damages against ENGINEER alleging exposure to or damage from material, elements or constituents at or from CLIENT's facility before, during or after the services of this AGREEMENT, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulting in cost for remedial action, unavailability of the property or other property damage, then CLIENT agrees to defend ENGINEER in any such suit or claim and pay, on ENGINEER's behalf, any damages, costs and expenses incurred by ENGINEER in defending thereon. Further, CLIENT with ENGINEER will pay Court costs for which ENGINEER may be liable in any such suit or claim, will pay Court costs for which ENGINEER incurs in providing a reasonable and professional defense which will be provided by CLIENT according to prevailing local standards. CLIENT will have the right to investigate, negotiate and settle, with ENGINEER's concurrence, any such suit or claim, and ENGINEER will cooperate in the defense of any such suit or claim.

PROFESSIONAL LIABILITY. CLIENT agrees to limit ENGINEER's liability to CLIENT or any third party arising from negligent professional acts, errors or omissions, such that our total aggregate liability shall not exceed \$50,000 or ENGINEER's total fee, whichever is greater.

CLAIMS. In the event CLIENT makes any claim against ENGINEER at law or otherwise, for any alleged error, omission or injurious act arising out of the performance by ENGINEER of services pursuant to this AGREEMENT, which cannot be mutually resolved without resort to litigation, and CLIENT fails to prove such claim, then CLIENT shall pay all costs incurred by ENGINEER in defending itself against claim, including other charges, including ENGINEER's personnel-related costs, attorney fees, court costs and other charges, excepting the cost of the claim itself. CLIENT shall be liable for the claim when any judgment obtained by it is for a sum of money less than the maximum sum offered in writing by ENGINEER to resolve the matter prior to commencement of trial.

SEVERABILITY. Any element of this AGREEMENT held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

SURVIVAL. All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between CLIENT and ENGINEER shall survive the completion of the services hereunder and their termination of this AGREEMENT.

INTEGRATION. This AGREEMENT comprises a final and complete repository of understandings between CLIENT and ENGINEER. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this AGREEMENT. CLIENT and ENGINEER agree that modifications to this AGREEMENT shall not be binding unless made in writing and signed by an authorized representative of each party.

GOVERNING LAW. The law of the State of Alabama governs the validity of this AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

Agenda

NOV - 3 2014

M E M O R A N D U M

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II TT

DATE: October 29, 2014

SUBJECT: Bid No. 51100-15B-007
Cleaning of Cellblocks – Montgomery County Detention Facility

Request that rules be waived and approval of award on the above referenced Invitation to Bid, to the low bid received from EnviroTek, LLC in the amount of \$46,011.25, be placed on the agenda for the County Commission meeting on November 3, 2014. (copy of spread sheet attached)

Coordination of award made with Scott Kramer,
City/County Director of Risk Management Montgomery, Alabama

Attachment

Purchasing Department

Montgomery County Commission

[illegible]

Notes:

3 BIDS MAILED

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cleaningcellblocks

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Memo

To: Donnie Mims

From: Bruce R. Howell



Date: 10/23/2014

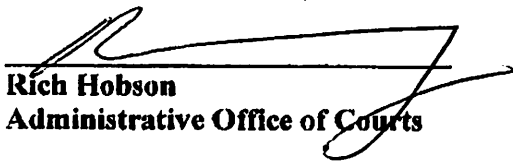
Re: Juvenile Court Referee M.O.U.

Please place the attached Memorandum of Understanding with AOC on the Commissioner's early working agenda for November 3, 2014 with a request to waive rules so that the document can be signed and forwarded to AOC. This is an agreement to reimburse AOC for payment of a part-time Referee with the Juvenile Court. The funds to pay this MOU are deducted from our detention bed money (State Money). Thank you for consideration in this matter.

**MEMORANDUM OF UNDERSTANDING
BETWEEN ADMINISTRATIVE OFFICE OF COURTS
AND
MONTGOMERY COUNTY COMMISSION**

- I. This Memorandum of Understanding (hereinafter, "MOU") is hereby entered by and between the State of Alabama acting through the Administrative Office of Courts (hereinafter, "AOC") and the Montgomery County Commission (hereinafter, "the Commission") for the public purpose of providing \$53,953.32 of the salary and fringe benefits of court referee Vicky Toles for the Fifteenth Judicial Circuit. Referee Toles will work a minimum of 25 hours per week and administer detention and shelter care hearings. This MOU is effective for the period beginning October 1, 2014 and ending September 30, 2015 (see attached Appendix A).
- II. AOC and the Commission agree that this transfer of funds in no way obligates the Commission to provide permanent or additional funding for judicial employees in future months or years beyond the period states. Should AOC receive additional State funding for this referee position, AOC shall refund the Commission any unused portion of the funding provided by the Commission.
- III. AOC will invoice the Commission in the month following the end of the each quarter in FY 2014 for the salary and fringe benefits paid. Any inquiries made to AOC may be directed to Bob Bradford, Director of Finance. Checks shall be written to the order of the Administrative Office of Courts addressed to the attention of Bob Bradford, Administrative Office of Courts, 300 Dexter Avenue, Montgomery, AL 36104-3741.

Approved:


Rich Hobson
Administrative Office of Courts

Date: 10/10/14

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

Date: _____

APPENDIX A

Montgomery County Computation of Salary and Fringe Benefits

FY2015

Employee	Salary	Pay Periods	Insurance Payments	Total Salary	FICA 7.65%	Retirement 10.12%	Insurance \$765 Per Month	Total
Vicky Toles	2,088.30	24	12	50,119.20	3,834.12			53,953.32

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II *TT*

DATE: October 29, 2014

SUBJECT: Bid No. 52200-15B-002
Inmate Security Service – Detention Facility

Request that rules be waived and approval of award on the above referenced bid to the over-all low bid of 8284, Inc., for an amount \$40.02, based on hourly prices for regular (\$13.34), unscheduled (\$13.34), and holiday (\$13.34) hours to be placed on the agenda for the County Commission meeting on November 3, 2014. (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.

Coordination of award made with Sheriff D.T. Marshall

Attachment

Purchasing Department

ABSTRACT FOR BIDS:					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-15B-002					8284 INC. P.O. BOX 242536 MONTGOMERY, AL (334)517-5639		MSF., INC. P.O. BOX 9285 MONTGOMERY, AL (334)414-4444		NORTH ATLANTIC SEC P.O. BOX 448 COLUMBUS, MS (662)327-3555		VETS SECURITY AMERICA 10100 REUNION PLACE SAN ANTONIO, TX (210)299-7623		DTA SECURITY SVC 1001 SOUTH HULL ST MONTGOMERY, AL (334)832-2222	
DATE ISSUED: OCTOBER 7, 2014														
DATE OPENED: OCTOBER 27, 2014														
DETENTION FACILITY														
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
	INMATE SECURITY													
	GUARD SERVICE													
1	SCHEDULED APPT	HR	1		\$13.34	\$13.34	\$13.71	\$13.71	\$12.74	\$12.74	\$14.94	\$14.94	\$15.35	\$15.35
	COST PER MAN HOUR													
2	UNSCHEDULED APPT	HR	1		\$13.34	\$13.34	\$13.71	\$13.71	\$16.49	\$16.49	\$14.94	\$14.94	\$18.10	\$18.10
	HOURS													
3	HOLIDAYS	HR	1		\$13.34	\$13.34	\$13.71	\$13.71	\$16.49	\$16.49	\$14.94	\$14.94	\$18.10	\$18.10
TOTAL BID AMOUNTS						\$40.02		\$41.13		\$45.72		\$44.82		\$51.55

10 BIDS MAILED

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:						BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-15B-002						TWIN CITY SECURITY 2200 EXECUTIVE PARK DR MONTGOMERY, AL (334)749-8385		WORKABLE SOLUTIONS INVESTIGATION 2822 CHESTNUT ST MONTGOMERY, AL (334)262-0432		MADISON SECURITY GROUP 203 US 31 SOUTH ATHENS, AL (216)232-7030					
DATE ISSUED: OCTOBER 7, 2014															
DATE OPENED: OCTOBER 27, 2014															
DETENTION FACILITY															
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	UNIT PRICE	EXTENDED AMOUNT
	INMATE SECURITY														
	GUARD SERVICE														
1	SCHEDULED APPT	HR	1	\$15.00	\$15.00	\$20.00	\$20.00	\$22.50	\$22.50	\$22.50	\$22.50				
	COST PER MAN HOUR														
2	UNSCHEDULED APPT	HR	1	\$25.00	\$25.00	\$22.50	\$22.50	\$22.50	\$22.50						
	HOURS														
3	HOLIDAYS	HR	1	\$25.00	\$25.00	\$25.00	\$25.00	\$33.75	\$33.75						
TOTAL BID AMOUNTS							\$65.00		\$67.50		\$78.75				

Notes:

10 BIDS MAILED

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inmatesecuritypage2

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Agenda

NOV - 3 2014

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II ~~TT~~

DATE: October 29, 2014

SUBJECT: Bid No. 52603-15B-008
Kitchen Equipment – Youth Facility

Request that rules be waived and approval of award on the above referenced bid to the lowest responsible bidder using the 3% local vendor preference *Code of Alabama Section 41-16-50(a)*, to Hawk, Inc. in the amount of \$56,120.58, be placed on the agenda for the County Commission meeting on November 3, 2014. (copy of spread sheet attached)

Coordination of award made with Bruce Howell, Juvenile Court Administrator

Attachment

OUTSIDE VENDOR - Birmingham Restaurant Supply, Inc.

55,079.00

X 1.03

\$56,731.37

LOCAL VENDOR – Hawk, Inc.

\$56,120.58

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52603-15B-008				HAWK, INC. 301 HAWK PLACE MONTGOMERY, AL (334)271-1150		BIRMINGHAM RESTAURANT SUPPLY 2428 6TH AVE SOUTH BIRMINGHAM, AL 35233 (205)252-0076		GOODWIN BROTHER, INC. P.O. BOX 55 MONTGOMERY, AL 36101 (334)834-3800					
DATE ISSUED: OCTOBER 24, 2014													
DATE OPENED: OCTOBER 29, 2014													
YOUTH FACILITY													
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	HEATED CABINET	EA	1	\$2,519.28	\$2,519.28	\$2,477.00	\$2,477.00	\$2,689.20	\$2,689.20				
2	CONVECTION OVEN	EA	1	\$4,610.50	\$4,610.50	\$4,950.00	\$4,950.00	\$6,537.38	\$6,537.38				
3	GRIDDLE	EA	1	\$1,360.17	\$1,360.17	\$1,485.00	\$1,485.00	\$1,794.07	\$1,794.07				
4	HOTPLATE	EA	1	\$1,412.29	\$1,412.29	\$1,541.00	\$1,541.00	\$1,788.95	\$1,788.95				
5	EQUIP. STAND	EA	1	\$4,832.22	\$4,832.22	\$4,283.00	\$4,283.00	\$5,175.07	\$5,175.07				
6	FRYER	EA	1	\$1,680.21	\$1,680.21	\$1,349.00	\$1,349.00	\$1,726.45	\$1,726.45				
7	STEAMER	EA	1	\$5,250.05	\$5,250.05	\$5,683.00	\$5,683.00	\$6,714.96	\$6,714.96				
8	ICE MAKER	EA	1	\$3,072.28	\$3,072.28	\$3,194.00	\$3,194.00	\$3,727.39	\$3,727.39				
9	SERVING COUNTER	EA	1	\$4,535.17	\$4,535.17	\$4,737.00	\$4,737.00	\$6,029.68	\$6,029.68				
10	3 COMP SINK	EA	1	\$3,758.00	\$3,758.00	\$3,487.00	\$3,487.00	\$4,220.63	\$4,220.63				
11	MILK COOLER	EA	1	\$1,981.42	\$1,981.42	\$1,754.00	\$1,754.00	\$2,178.70	\$2,178.70				
12	2 COMP SINK	EA	1	\$3,076.96	\$3,076.96	\$2,845.00	\$2,845.00	\$3,514.41	\$3,514.41				
13	HAND SINK	EA	1	\$464.06	\$464.06	\$335.00	\$335.00	\$315.96	\$315.96				
14	DISPOSER	EA	1	\$975.89	\$975.89	\$1,147.00	\$1,147.00	\$1,170.31	\$1,170.31				
15	DISHWASHER	EA	1	\$7,711.20	\$7,711.20	\$7,182.00	\$7,182.00	\$8,474.76	\$8,474.76				
16	FREEZER	EA	1	\$4,096.95	\$4,096.95	\$3,631.00	\$3,631.00	\$4,426.42	\$4,426.42				
17	SERVICE FAUCET	EA	1	\$151.11	\$151.11	\$182.00	\$182.00	\$205.54	\$205.54				
18	MICROWAVE	EA	1	\$821.63	\$821.63	\$859.00	\$859.00	\$1,118.60	\$1,118.60				
TOTAL BID AMOUNTS													

Notes:

kitchenequipmentyf

Purchasing Department

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52603-15B-008				HAWK, INC. 301 HAWK PLACE MONTGOMERY, AL (334)271-1150		BIRMINGHAM RESTAURANT SUPPLY 2426 6TH AVE SOUTH BIRMINGHAM, AL (205)252-0076		GOODWIN BROTHER, INC. P.O. BOX 55 MONTGOMERY, AL 36101 (334)834-3800					
DATE ISSUED: OCTOBER 24, 2014													
DATE OPENED: OCTOBER 29, 2014													
YOUTH FACILITY													
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
19	KNIFE CASE	EA	1	\$677.92	\$677.92	\$759.00	\$759.00	\$932.22	\$932.22				
20	POT RACK	EA	1	\$294.36	\$294.36	\$361.00	\$361.00	\$404.02	\$404.02				
21	MOP BROOM HOLDER	EA	1	\$250.95	\$250.95	\$274.00	\$274.00	\$356.07	\$356.07				
22	SHELVING	EA	1	\$326.49	\$326.49	\$320.00	\$320.00	\$326.22	\$326.22				
23	CLEAN DISHTABLE	EA	1	\$525.30	\$525.30	\$566.00	\$566.00	\$695.25	\$695.25				
24	SOILED DISHTABLE	EA	1	\$1,736.17	\$1,736.17	\$1,678.00	\$1,678.00	\$2,297.87	\$2,297.87				
TOTAL BID AMOUNTS					\$56,120.58		\$55,079.00		\$66,820.13				

24-4

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

NOV - 3 2014

October 23, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Waugh-Mt. Meigs Volunteer Fire Protection Authority Board Reappointment

The term of Alma Bowen has expired as a board member of the Waugh-Mt. Meigs Volunteer Fire Protection Authority. Ms. Bowen has expressed her desire to be reappointed to this Board.

I am requesting that the Commission waive rules and consider approval of this reappointment.

DLM/tn

Waugh-Mt. Meigs Volunteer
Fire Protection Authority

Members:

Term Expires:

Lindsey Ray
c/o Waugh-Mt. Meigs Volunteer
Fire Protection Authority
P.O. Box 23
Mt. Meigs, AL 36057

3/1/2015

John Crayton
c/o Waugh-Mt. Meigs Volunteer
Fire Protection Authority
P.O. Box 23
Mt. Meigs, AL 36057

3/1/2017

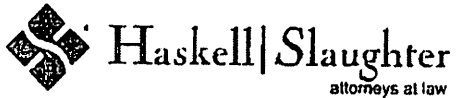


Alma Bowen
c/o Waugh-Mt. Meigs Volunteer
Fire Protection Authority
P.O. Box 23
Mt. Meigs, AL 36057

3/1/2013

cc: Alma Bowen, Chairperson

Term: 6 years



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

October 24, 2014

Agenda

NOV - 3 2014

TTG

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Gifting of Old Commission Plaques

I have reviewed your memorandum of October 21, 2014, and the copy of the plaque(s) in question.

It is my opinion that these County seal plaques can be gifted if it is the desire of the Montgomery County Commission.

I am also of the opinion that the services provided by gifting these plaques is 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 these plaques should not be gifted 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

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MONTGOMERY, ALABAMA 36102-1667

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www.mc-ala.org

October 21, 2014

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Gifting of Old Commission Plaques

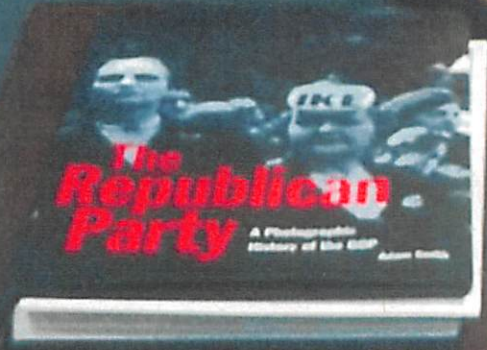
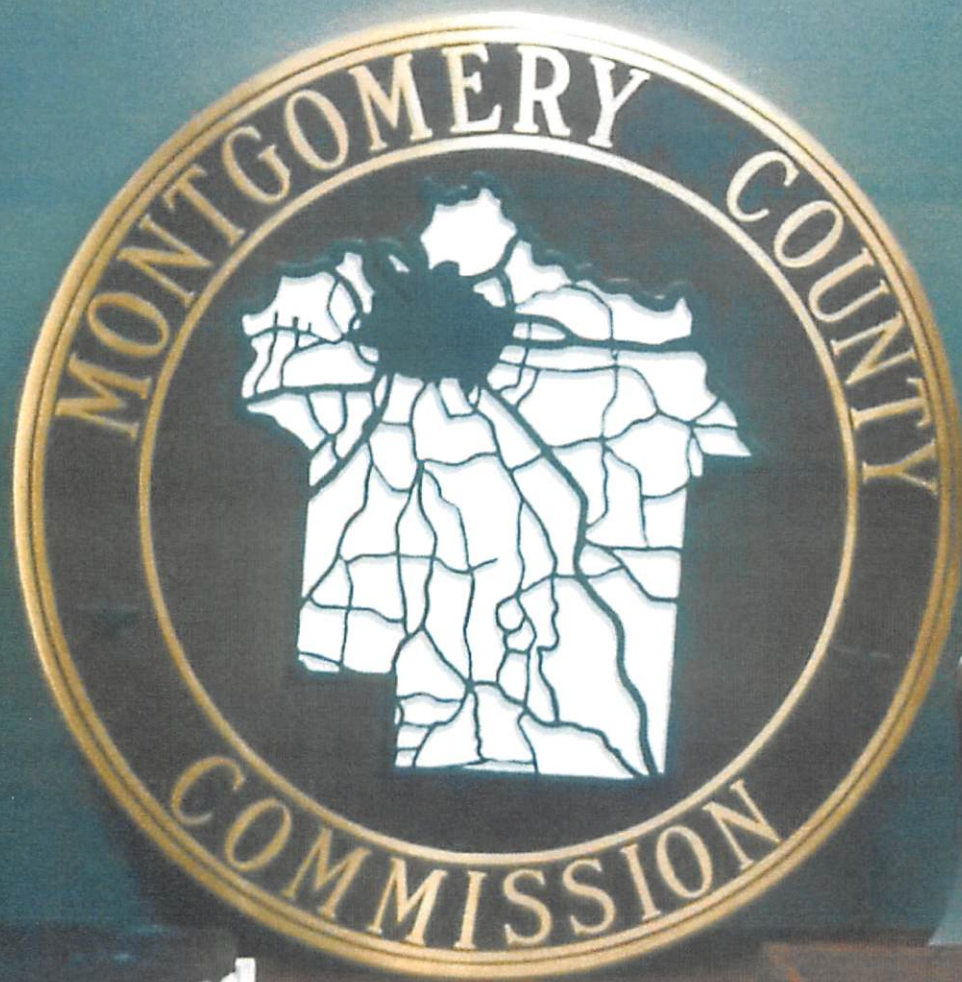
Commissioner Reed Ingram's last County Commission meeting will be Monday, November 3, 2014. Several years ago, Commissioner Ingram removed from our old County Commission offices in Annex I, two large plaques that contained the County seal. Attached is picture of the plaque.

These seals are obsolete because the map on the seals was modified in that the City limits of the City of Montgomery have been removed. Commissioner Ingram has these two seals in his office and desires to receive one when he finishes his service on the Commission. These seals are of no use to the County Commission.

Please issue an Opinion by Monday, October 27, 2014, as to whether these plaques can be given to Commissioner Ingram and Dimitri Polizos in consideration of their services to Montgomery County.

As always, thank you for your assistance.

DLM/tn





Office of Public Affairs
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102
334.832-1270

November 13, 2014

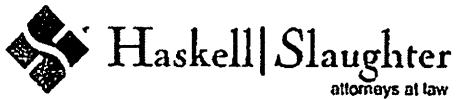
MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: DiDi Henry 
Public Affairs Director

SUBJECT: Ethics Opinion Regarding County Seals

On October 30, 2014, I spoke with Hugh R. Evans, III, legal counsel for the Alabama Ethics Commission regarding the possibility of giving the outdated county seal plaques to outgoing commissioners. He said that we would be able to do so, as the plaques have no value and would be consider surplus. Therefore, the Commission is able to give them to outgoing commissioners while they last.



ttg@hsg-law.com

Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

Agenda

NOV - 3 2014

October 30, 2014

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

Re: Executive Session to Discuss Possible Lease Sale and/or Purchase of Property

Dear Montgomery County Commission Members:

This is to advise the members of the Montgomery County Commission that I have been consulted on a matter on which the County Commission is considering convening an executive session at its next meeting for discussion with legal counsel regarding the purchase and/or sale of property, and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7(a)(6) of Act No. 2005-40.

Pursuant to Section 7(a)(3) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,

Thomas T. Gallion, III
ASB-5295-L74T

TTG/tp

ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

		<i>For Reference, See</i>	
☐	1. Convene An Open Meeting	Page 21	Section IV (A) 1
☐	2. Enter a motion stating the reason for the Executive Session. <i>Executive Sessions may only be called for one of the following reasons:</i>	Page 21	Section IV (A) 2
	a. General Reputation and Character, Job Performance, or Salaries / Compensation	Page 21	Section IV (B) 1
	b. Formal Complaints or Charges Against an Individual or Legal Entity	Page 23	Section IV (B) 2
	c. Discussion with the Government Body's Attorney	Page 23	Section IV (B) 3
	d. Security Plans and Measures	Page 24	Section IV (B) 4
	e. Criminal Investigation and the Identity of an Undercover Agent or Informer	Page 25	Section IV (B) 5
	f. Negotiations to Buy / Sell / Lease Real Property	Page 25	Section IV (B) 6
	g. Preliminary Negotiations in Trade Competition	Page 26	Section IV (B) 7
	h. Negotiations Between The Body and a Group of Public Employees	Page 27	Section IV (B) 8
	i. Discuss and Vote Upon a Public or Contested Case Hearing	Page 27	Section IV (B) 9
☐	3. Receive a Written or Oral Declaration (if necessary).	Page 20	Section IV (A) 4
	a. Written Declarations are required for these Executive Sessions:		
	I. Discussion with the body's attorney concerning options for, and ramification of, litigation, mediation, or arbitration.		
	II. Discussions that would disclose the identity of an undercover informant or that focus on criminal investigations of non-public officials.		
	III. Discussions concerning the negotiations between the body and a group of public employees.		
	b. It is required that a designated person certify that the Executive Session is warranted for these specific reasons before the body votes to go into Executive Session.		
☐	4. Vote to go into Executive Session	Page 20	Section IV (A) 4
	a) The vote must be open/public; and		
	b) Each member must openly give his/her individual vote.		
☐	5. Enter a Statement Concerning Reconvention	Page 21	Section IV (A) 5

October 27, 2014

RE: MONTGOMERY HUMANE SOCIETY ADDITIONAL FUNDING REQUEST

Hi Donnie,

Here are some stats that the Commissioners need to know before we visit with them.

	County Funding*	City Funding*
2009-10	437,500	338,900
2010-11	437,500	361,480
2011-12	437,500	371,500
2012-13	487,500	485,000
2013-14	437,500	495,000
2014-15	437,500	495,000

*Excludes capital funding of back kennel.

-HMS has 5 major fundraisers that raise about \$131,000 annually

-HMS has donations from all other sources of \$225,000

-Average annual pay per day per kennel worker is \$16,000

-2013-14 year – 8,610 animals received = 33 per day
5,491 animals euthanized = 21 per day

-2014-15 Expense Increases

Medical Supplies - \$6,000
Euthanasia Serum - \$9,000
Health Insurance - \$18,000
Salaries (1 Add. Emp.) - \$24,000
Insurance (General) - \$5,000

-MHS has no reserves of any kind to offset deficit

-MHS has no reserves for replacement of vehicles
3 vehicles (average mileage on these vehicles – 100,000 plus)

-MHS finished our 2013 year with a \$23,000 deficit

The County has not increased MHS funding for 6 straight years except for the \$50,000 given in 2012.

We continue to increase our fund drives & appeals for contributions to offset the costs of the contracts we have with Montgomery County and The City of Montgomery. This is not fair to our fundraisers or contributors who think their contributions are going toward adoptions, spay/neuter, animal rescue and education.

Yours truly,

**Junie J. Pierce, III
1st Vice President
MHS**

JJP/III/mm

Montgomery Humane Society Funding

Description		2010 Actual Amount	2011 Actual Amount	2012 Actual Amount	2013 Actual Amount	2014 Actual Amount	2015 Budget Amount
					**		
290	Direct Support	437,500	437,500	437,500	487,500	437,500	437,500
298	Direct Supp Humane Shelter Bldg	75,000	75,000	75,000	0	0	0
		512,500	512,500	512,500	487,500	437,500	437,500

**	Adopted Budget for 2013	437,500.00
	Budget Change	50,000.00
		487,500.00

Montgomery County Public Building Authority
Refunding of Series 2006 Bonds - Collective Results for Series 2012, 2014-A (actual) and 2014-B (estimated) Refundings
Updated from May 2014 to reflect estimated results from Proposed Series 2014-B Refunding

Agenda

NOV - 3 2014

Comparison of Series 2006 Debt Service to Series 2014-B Debt Service

Fiscal Year	Series 2006 Debt Service	Series 2014-B Net Debt Service	Annual Fiscal Year Savings	Present Value Annual Savings
9/30/2015	650,700	433,667	217,033	215,900
9/30/2016	650,700	650,500	200	191
9/30/2017	650,700	650,500	200	185
9/30/2018	650,700	650,500	200	180
9/30/2019	650,700	650,500	200	174
9/30/2020	650,700	650,500	200	169
9/30/2021	650,700	650,500	200	164
9/30/2022	650,700	650,500	200	158
9/30/2023	650,700	650,500	200	154
9/30/2024	650,700	650,500	200	149
9/30/2025	650,700	650,500	200	144
9/30/2026	650,700	650,500	200	140
9/30/2027	1,138,825	1,138,000	825	556
9/30/2028	1,115,075	1,113,000	2,075	1,359
9/30/2029	1,091,325	1,088,000	3,325	2,112
9/30/2030	6,127,975	6,123,250	4,725	2,910
9/30/2031	6,128,250	5,965,500	162,750	98,017
Total 2015 - 2031	23,409,850	23,016,917	392,933	322,662

Estimated Results of Refunding Series 2006 Bonds To Date - Including Actual 2012 & 2014-A , & Estimated 2014-B Refundings

Estimated PV Savings from Series 2014-B Refunding:

Present Value Savings of Annual Cash Flows
Cash @ Closing Available for Capital projects

322,662
745,999

Observations:

- (1) PV savings of 8.11% well exceeds a minimum target threshold of 3%.
(2) The refunding issue is amortized over same term as 2006 bonds.
(3) Cash at closing and Fiscal '15 savings provides over \$950,000 for projects.
(4) Total Savings of over \$4.2 million to date from refunding Series 2006 Bonds.
(5) \$1.93 million of callable Series 2006 Bonds remain outstanding & may be refunded in the future for additional savings.

Total Present Value Savings

1,068,661

Series 2006 Refunded Bonds:

Amount of Bonds Refunded
Average Coupon of Refunded Bonds
Average Life of Refunded Bonds (years)
Percentage Savings (PV Savings/Refunded Amount)

13,170,000
4.94%
15.393
8.11%

Series 2014-B Refunding Bonds:

Par Amount of Refunding Bonds
True Interest Cost of Refunding Bonds
Average Life of Refunding Bonds (years)
Reduced Interest Rate (2006 Avg. Coupon - 2014 TIC)

13,010,000
3.70%
15.383
1.24%

Overall Results of Refunding 2006 Bonds:

	2012/2014-A & B	2012/2014-A & B
PV Savings:	<u>\$ PV Savings</u>	<u>% PV Savings</u>
PV Savings from 2012 Refunding (Actual)	806,134	10.53%
PV Savings from 2014-A Refunding (Actual)	2,400,892	6.23%
PV Savings from 2014-B Refunding (Estimated)	1,068,661	8.11%
Aggregate PV Savings from 2012/2014-A & B Refunding Issues	4,275,687	7.20%

Future Opportunity to Refund Remaining Callable Series 2006 Bonds - As presented in May 2014

Remaining Callable Series 2006 Bonds	15,100,000		
	Future	2012/2014/Future	2012/2014/Future
Remaining PV Savings for various % Savings:	<u>\$ PV Savings</u>	<u>Total \$ PV Savings</u>	<u>Total % PV Savings</u>
3.00%	453,000	3,660,026	5.97%
4.00%	604,000	3,811,026	6.21%
5.00%	755,000	3,962,026	6.46%
6.00%	906,000	4,113,026	6.71%

Current Opportunity to Partially Refund Callable Series 2006 Bonds - November 2014

Recommended Callable Series 2006 Bonds to Refund	13,170,000		
	Series 2014 - B	2012/2014-A & B	2012/2014-A & B
	<u>Est. \$ PV Savings</u>	<u>Total \$ PV Savings</u>	<u>Total % PV Savings</u>
	1,068,661	4,275,687	7.20%

31-1