

ELTON N. DEAN, SR.  
CHAIRMAN

DANIEL HARRIS, JR.  
VICE CHAIRMAN

REED INGRAM  
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

January 2, 2014

**MEMORANDUM**

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*  
County Administrator

SUBJECT: Information pertaining to the January 6, 2014  
Montgomery County Commission Regular Meeting

We will begin our Information Session on Monday, January 6, 2014, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

I have received the Montgomery City/County Personnel Department Form 5 Certification for the Deputy Administrator position. Soon, I will schedule interviews with the candidates provided by the Personnel Department.

Ms. Jane Brannan with the Montgomery Ballet Board of Directors plans to attend the January 21, 2014, County Commission meeting to discuss the Program.

1-1 County Commission Information Session Schedule for January 6, 2014

**Waived Rules Items to Consider for January 6, 2014**

- 2-1 Consider Position Fill Request for Latent Fingerprint Examiner, Position Number 16, Sheriff's Office
- 3-1 Consider Position Fill Request for Retired RSA Employee/Professional, Position Number To Be Determined, Sheriff's Office
- 4-1 Consider Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 3LEL (FY2013), Sheriff's Office

- 5-1 Consider Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 1ICL (FY2011), Sheriff's Office
- 6-1 Consider Position Fill Request for Director of Pre-Trial Diversion, Position Number 420002001, District Attorney's Office
- 7-1 Consider Resolution Approving the 2014 Severe Weather Preparedness Tax Holiday, February 21-23, 2014, Authorized by Act No. 2012-256, County Commission

**Items to Consider for January 21, 2014 Agenda**

- 8-1 Consider Preliminary Engineering Agreement for Resurfacing Vaughn Road from SR-271 (Taylor Road) to SR-110 (Chantilly Boulevard), ATRIP #51-03-07, Engineering Department
- 9-1 Consider Annexation Petition to the City of Montgomery regarding a Portion of the Montgomery Industrial Park Property, County Commission
- 10-1 Consider Payment of Special Membership Dues to the Montgomery Area Committee of 100 for Chairman Elton N. Dean, Sr., County Commission
- 11-1 Consider Bid Award for Furnishing, Supplying and Servicing of Vending Machines, Bid No. 51988-13B-033, County Commission
- 12-1 Consider Purchase and Sale Agreement Regarding 1.5 Acres of Land Located at 8440 U.S. Highway 331 near Snowdown Park Owned by Dr. Winston Pirtle, County Commission
- 13-1 Consider Contractual Agreement Addendum with E-Ring, Inc., regarding Capture BOE, Assessment and Maps Online and Related Confidentiality and Cooperative Agreement, Appraisal Department
- 14-1 Consider Contractual Agreement Addendum with E-Ring, Inc., regarding Capture Mobile Assessment and Related Confidentiality and Cooperative Agreement, Appraisal Department
- 15-1 Consider Contractual Agreement Addendum with E-Ring, Inc., regarding Capture iPad Software and Related Confidentiality and Cooperative Agreement, Appraisal Department

**Personnel Actions**

- 16-1 Copy of Position Fill Request for Corrections Officer Trainee/Corrections Officer, Position Number 169, Detention Facility

- 17-1 Copy of Position Fill Request for Assistant Tag and License Supervisor, Position Number 750053044, Probate Judge's Office
- 18-1 Copy of Position Fill Request for Customer Service Clerk, Position Number 750016016, Probate Judge's Office

**General Information**

- 19-1 Copy of Letter from Patrick T. Addison, AIA with PH&J Architects, Inc., regarding Request for Proposal concerning Modification to Judge's Benches for Family Court in Annex I
- 20-1 Copy of Letter from the Federal Emergency Management Agency (FEMA) regarding the Adoption of Flood Management Measures by February 5, 2014
- 21-1 Copy of Letter to Alabama Department of Transportation regarding the County Commission's intent for the property on the east and west sides of U.S. Highway 231 in the Pine Level Community in South Montgomery County
- 22-1 Copy of Letter from Southeastern Livestock Exposition requesting Funding in the amount of \$10,000 for the 2014 Alabama Junior Beef Expo (**Last year, Chairman Dean, Vice Chairman Harris and Commissioners Williams, Polizos and Ingram appropriated \$500 from each of their accounts and the Commission approved a \$7,500 Budget Change Request to the Alabama Cattlemen's Association for this event for a total of \$10,000**)
- 23-1 Copy of Budget Change Request Number 9, approved December 17, 2012, and related Contract regarding Funding in the amount of \$50,000 for Maintaining the Garrett Coliseum for Event and Tourism Development in Montgomery County
- 24-1 Copy of Schedule of Upcoming Bids/Contract Renewals
- 25-1 Copies of Detailed Accounts Payables, paid 12/13/13, 12/20/13 and 12/27/13 subject to the County Commission approval

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION INFORMATION SESSION SCHEDULE  
FOR  
JANUARY 6, 2014

- 8:00 a.m. Prayer led by Commissioner Williams
- 8:05 a.m. Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. Patrick Addison with PH&J Architects, Inc. – Presentation regarding Modification to Judge's Benches for Family Court Judges (**Information Item 19-1**)
- 8:20 a.m. Sheriff D.T. Marshall – Presentation regarding **Position Fill Requests** for Latent Fingerprint Examiner and Retired RSA Employee and **Cooperative Agreements** for the State Homeland Security Grant Program, Grant Numbers 3LEL (FY2013) and 1ICL (FY2011) (**Waived Rules Items 2-1 through 5-1**) and **Position Fill Request** for Corrections Officer Trainee/ Corrections Officer (**Personnel Action Item 16-1**)
- 8:30 a.m. Probate Judge Steven L. Reed and Chief Probate Clerk William Flowers – Presentation regarding Moving the South Probate Office and Position Fill Requests for Assistant Tag and License Supervisor (**Personnel Action Item 17-1**) and Customer Service Clerk (**Personnel Action Item 18-1**)
- 8:45 a.m. District Attorney Administrative Assistant Rhonda Cape – Presentation regarding a Position Fill Request for Director of Pre-Trial Diversion (**Waived Rules Item 6-1**)
- 9:00 a.m. County Engineer George C. Speake – Briefing regarding Engineering Operations, Update regarding Preliminary Engineering Agreement for Resurfacing Vaughn Road from Taylor Road to Chantilly Boulevard (**Future Agenda Item 8-1**) and Briefing concerning a Letter from the Federal Emergency Management Agency (FEMA) regarding the Adoption of Flood Management Measures by February 5, 2014 (**Information Item 20-1**)
- 9:15 a.m. Chief Information and Technology Officer Lou Ialacci – Briefing regarding Information Systems Operations
- 9:30 a.m. Formal Session of County Commission
- 10:00 a.m. Adjourn

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**D.T. MARSHALL, SHERIFF**

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

December 31, 2013

**MEMORANDUM**

**TO :** Mr. Donnie Mims  
County Administrator

**FROM :** Sheriff D. T. Marshall   
Montgomery County Sheriff's Office

**SUBJECT :** Latent Fingerprint Examiner

I am requesting that the Montgomery County Commission waive rules and approve the attached Position Fill Request for a Latent Fingerprint Examiner effective January 6, 2014. Latent Fingerprint Examiner Ron McCoy is retiring effective January 1, 2014.

In October 2012, Fingerprint Classifier Mary Shaffer completed training for the position of a Latent Fingerprint Examiner. We did not have an opening for a Latent Fingerprint Examiner at that time. The Sheriff's Office had paid for her training. We gave her an irregular pay increase at that time in an effort to retain this valuable trained employee. I would like Ms. Shaffer to receive this promotion upon Mr. McCoy's retirement.

Your assistance in this matter will be appreciated.

DTM/tb

# POSITION FILL REQUEST

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

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

1. Position Title Latent Fingerprint Examiner

Position Number 16

Proposed Effective Date January 6, 2014

Type of Appointment ( ☒ ) Permanent ( ) Temporary

Recruiting

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

Pay Grade Latent Fingerprint Examiner \$38,734 - \$55,138

*D T Marshall*

Date December 31, 2013

Department Head *mm*

2. Administrative Review

( ) Approved  
( ) Disapproved

Funding Authority

3. Certification

Promotional \_\_\_\_\_ Candidates  
Open-Competitive \_\_\_\_\_ Candidates  
Transfer \_\_\_\_\_ Candidates

Date \_\_\_\_\_

Personnel Director

4. Selectee:

Date \_\_\_\_\_

Appointing Authority

5. ( ) Manpower data entered by \_\_\_\_\_

Date \_\_\_\_\_

( ) Payroll entered by \_\_\_\_\_

Date \_\_\_\_\_

ORIGINAL



December 18, 2013

MEMORANDUM

TO : Mr. Donnie Mims  
Montgomery County Administrator

FROM : Sheriff D. T. Marshall   
Montgomery County Sheriff's Office

SUBJECT : Request Approval of Position Fill Request  
Retired RSA Employee  
Latent Fingerprint Examiner

I am requesting the approval of the Montgomery County Commission for one (1) position of a retired RSA employee.

Latent Fingerprint Examiner Ron McCoy has announced his retirement effective January 1, 2013. This will leave the Montgomery County Sheriff's Office with only two certified Latent Fingerprint Examiners. Even with the three we have, including Mr. McCoy, we often have a back-up in examining and classifying fingerprints. Listed below are some of the reasons for my request to use Mr. Coy:

1. Mr. McCoy has reached the mid-level point of training two new I.D. Clerks.
2. We currently keep a back-log of cases to be worked by Latent Fingerprint Examiners with three employees. This problem will be magnified with only two employees.
3. We have a large number of fingerprint identification cases waiting judicial action.
4. Current responsibilities of assisting warrant clerks/dispatchers on NCIC will now have to be handled by two Latent Fingerprint Examiners who are currently doing fingerprints.
5. McCoy's presence will continue our mission to have three fully certified Latent Fingerprint Examiners available and in addition, we will continue to have available the valuable experience of Mr. McCoy.

Mr. McCoy has expressed his desire to work part-time for the Sheriff's Office and has assured us that he will work as many hours as the RSA Retired Employee system allows.

Your consideration in this matter will be appreciated.

DTM/tb

# POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: Captain Gayle Atchison

1. Position Title Retired RSA Employee (Professional)

Position Number To be Determined

Proposed Effective Date January 6, 2014

Type of Appointment ( ) Permanent ( ) Temporary

Recruiting

( ) Promotional Register

( ) Transfer

( ) Open Competitive Register

X Reemployment

Retired RSA Employee

Pay Grade A5/Within Statutory Limits for Retired RSA Employee

D. T. Marshall  
Department Head

Date \_\_\_\_\_

ORIGINAL

2. Administrative Review

( ) Approved

( ) Disapproved

\_\_\_\_\_  
Funding Authority

3. Certification

Promotional \_\_\_\_\_ Candidates

Open-Competitive \_\_\_\_\_ Candidates

Transfer \_\_\_\_\_ Candidates

Date \_\_\_\_\_

\_\_\_\_\_  
Personnel Director

4. Selectee:

Date \_\_\_\_\_

\_\_\_\_\_  
Appointing Authority

5. ( ) Manpower data entered by \_\_\_\_\_

Date \_\_\_\_\_

( ) Payroll entered by \_\_\_\_\_

Date \_\_\_\_\_

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**D.T. MARSHALL, SHERIFF**



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

December 20, 2013

**MEMORANDUM**

TO : Mr. Donnie Mims  
County Administrator

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

SUBJECT : Homeland Security Grant  
Grant #3LEL

I am requesting that the County Commission waive rules and approve the FY2013 Homeland Security Grant #3LEL at the next Commission meeting. The \$55,000.00 is for Law Enforcement Response Teams. After the grants are approved, please have Mr. Dean sign the grant.

DC/tb

**COOPERATIVE AGREEMENT  
STATE HOMELAND SECURITY GRANT PROGRAM**

**ASSISTANCE ALLOCATION – LETTER OF AGREEMENT**

|                                                                                                                                 |                                                                            |                                                                                                                         |                                     |
|---------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| <b>1. Grantee Name &amp; Address:</b><br>Montgomery County Sheriff's Department<br>115 S. PERRY ST<br>MONTGOMERY, AL 36104-4243 |                                                                            | <b>2. Issuing Office &amp; Address:</b><br>Alabama Law Enforcement Agency<br>PO Box 304115 Montgomery, AL<br>36130-4115 |                                     |
| <b>3. FY</b><br><br>2013                                                                                                        | <b>4. Amount of:</b><br><br>Federal: \$55,000.00<br><br>Total: \$55,000.00 | <b>5. Effective Dates</b><br><br>Begin: 10/8/2013<br><br>End: 02/27/2015                                                | <b>6. Grant Number:</b><br><br>3LEL |

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

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

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

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

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

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4-2

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

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

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4-3

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

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

14. **Property Control:**

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

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

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4-4

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

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

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4-5

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

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

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

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

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

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

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

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

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

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

f. Other good cause shown.

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

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

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

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4-6

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

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

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4-7

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

- b. Detailed budget worksheets will document program expenses as prescribed in other sections of the grant guidance. Detailed budget worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.
33. Homeland Security Exercises: All exercises conducted with HSGP funding must be NIMS compliant and must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The Alabama Emergency Management Agency serves as the single point of contact for homeland security and emergency management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP grant guidance, grant recipients must ensure that an After Action Report and an Improvement Plan are prepared for each exercise conducted with US DHS and FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise point of contact and submitted to the FEMA secure portal within 60 days following each exercise.
34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in FY13 HSGP grant guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not normally be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.
- a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with Federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to spend FY13 HSGP funds on operational overtime costs prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses are *not allowed* except as part of the standard National Guard deployment package.
35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, subgrantees must provide to the SAA (ALEA) appropriate documentation required by HSGP grant guidance (for forwarding to FEMA) prior to draw down of funds. Subgrantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects that were initiated or completed before an EHP review was concluded and used HSGP funds will be de-obligated. MMRS funds may not be used for any type of construction.
36. 13LEL Special Requirements: This grant is for the Regional Law Enforcement Team only. Sub-grantees will submit invoices for reimbursement within 30 days of expenditure and receipt of resources resulting from the expenditure; including but not limited to equipment, training, travel and lodging. Sub-grantees will place special effort in active shooter education for the private sector within their respective regions as well as for law enforcement. The State of Alabama recognized and adopted programs for active shooter education are; *Run, Hide, Fight*; and the *Alabama Advanced Law Enforcement Rapid Response Training (ALERRT)*. respectively.

- CFDA TITLE: Homeland Security Grant Program  
CFDA#: 97.067

Any and all training expenditures will be pre-approved thru the Alabama Law Enforcement Agency (ALEA), Office of Homeland Security and Domestic Preparedness, including but not limited to equipment, tuition, lodging, travel, and meal expenses.

Sub-grantees will participate in a minimum of four (4) HSEEP compliant exercises (see paragraph 33). In order to receive reimbursement for any exercise costs the exercise must be HSEEP compliant and an After Action Report/Improvement Plan (AAR/IP) must be submitted with the reimbursement request.

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4-9

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

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

Name:

Derrick Cunningham

Title:

Chief Deputy

Agency Address:

115 South Perry St. Moulg. AL 36104

Phone Number:

(334) 832-1646

Fax Number:

(334) 832-7117

Mobile Number:

(334) 850-1329

E-Mail Address:

Derrick.Cunningham@mc-ala.org

Signature:

Derrick Cunningham

Date:

12/19/13

**CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN**

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

Name:

Title:

Agency Address:

Phone Number:

Signature:

Date:

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

**CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR**

Name: Spencer Collier

Title: Secretary, Alabama Law Enforcement Agency

Signature:

Spencer Collier

Date:

12/16/2013

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4-10

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

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

**1. LOBBYING**

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all 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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4-11

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

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

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

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

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

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

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

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

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4-12

## ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

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

|                                                          |  |  |
|----------------------------------------------------------|--|--|
| 2. Audit will be submitted to ALEA Accounting Office by: |  |  |
|----------------------------------------------------------|--|--|

(Date)

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

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

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

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

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

Form Completed By

Name:

Title:

Signature:

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4-13



December 26, 2013

**MEMORANDUM**

**TO :** Mr. Donnie Mims  
County Administrator

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

**SUBJECT :** Homeland Security Grant

Please place Grant #1ICL on the County Agenda for their approval. Upon approval by the Commission, please have Mr. Dean sign these grants.

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

DC/tb

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

|                                                                                                                                 |                                                                            |                                                                                                                         |                                     |
|---------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| <b>1. Grantee Name &amp; Address:</b><br>Montgomery County Sheriff's Department<br>115 S. PERRY ST<br>MONTGOMERY, AL 36104-4243 |                                                                            | <b>2. Issuing Office &amp; Address:</b><br>Alabama Law Enforcement Agency<br>PO Box 304115 Montgomery, AL<br>36130-4115 |                                     |
| <b>3. FY</b><br><br>2011                                                                                                        | <b>4. Amount of:</b><br><br>Federal: \$14,250.00<br><br>Total: \$14,250.00 | <b>5. Effective Dates</b><br><br>Begin: 12/1/2013<br><br>End: 2/15/2014                                                 | <b>6. Grant Number:</b><br><br>11CL |

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub-grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2011 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

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5-2

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

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

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5-3

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

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

14. Property Control:

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

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

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

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

Initial Here D.C.  
5-5

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

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

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

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

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

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

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

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

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

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

f. Other good cause shown.

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

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

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

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5-6

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

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

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

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

33. Homeland Security Exercises: All exercises conducted with HSGP funding must be NIMS compliant and must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The Alabama Emergency Management Agency serves as the single point of contact for homeland security and emergency management related exercises within the state. All exercises must be coordinated in advance with Sam Guerrero or the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP grant guidance, grant recipients must ensure that an After Action Report and an Improvement Plan are prepared for each exercise conducted with US DHS and FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise point of contact and submitted to the FEMA secure portal within 60 days following each exercise.
34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in FY12 HSGP grant guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not normally be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.
- a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with Federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to spend FY12 HSGP funds on operational overtime costs prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses are *not allowed* except as part of the standard National Guard deployment package.
35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, subgrantees must provide to the SAA (ALEA) appropriate documentation required by HSGP grant guidance (for forwarding to FEMA) prior to draw down of funds. Subgrantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects that were initiated or completed before an EHP review was concluded and used HSGP funds will be de-obligated. MMRS funds may not be used for any type of construction.
36. Special Instructions: This grant is for allowable costs related to Operation Murphy 2014 Exercise.

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

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

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address: 115 South Perry St. Montg. AL. 36104

Phone Number: (334) 832-1646

Fax Number: (334) 832-7113

Mobile Number: (334) 850-1329

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

Signature: [Handwritten Signature]

Date: 12-26-13

**CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN**

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

Name:

Title:

Agency Address:

Phone Number:

Signature:

Date:

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

**CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR**

Name: Spencer Collier

Title: Secretary, Alabama Law Enforcement Agency

Signature: [Handwritten Signature]

Date: 12/18/2013

Initial Here D.C.  
5-9

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

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

**1. LOBBYING**

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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5-10

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

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

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

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

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

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

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

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

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5-11

## ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

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

2. Audit will be submitted to ALEA Accounting Office by:

(Date)

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

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

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

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

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

Form Completed By

Name:

Title:

Signature:

Initial Here *D.C.*  
*5-12*



Offices of  
**Ellen Brooks**

District Attorney

**Fifteenth Judicial Circuit of Alabama**

DARYL D. BAILEY  
CHIEF DEPUTY DISTRICT ATTORNEY

RHONDA B. CAPE  
ADMINISTRATIVE ASSISTANT

JERRY N. BLOODSWORTH  
CHIEF INVESTIGATOR

MONTGOMERY COUNTY COURTHOUSE  
251 SOUTH LAWRENCE STREET  
P.O. BOX 1667  
MONTGOMERY, ALABAMA 36102-1667



(334) 832-2550  
FAX (334) 832-1615  
[www.mc-ala.org/da](http://www.mc-ala.org/da)

December 30, 2013

Chairman Elton N. Dean, Sr.  
Montgomery County Commission  
Montgomery County Annex III  
101 S. Lawrence St.  
Montgomery, AL 36104

RE: Position Fill Request

Dear Chairman Dean:

Attached is a position fill request for Director of Pre-Trial Diversion.

This position is responsible for managing and coordinating the daily activities of PTD; directing and monitoring the screening process, eligibility rules, and acceptances into the program for persons charged with criminal statutory violations; and overseeing all contracted service programs including counseling.

The position is funded in the PTD budget.

Because it is vital to fill this position as quickly as possible, we ask the Commission to waive rules at the January 6 meeting and approve this request. I will be available to discuss this with the Commission.

Thank you for your help in this matter.

Sincerely,

Rhonda B. Cape  
Administrative Assistant

cc: Donnie Mims, County Administrator

2013 12 31 10:00

ORIGINAL

**SUPERVISOR: Rhonda Cape**

**POSITION NO:**

**420002001**

**PROPOSED EFFECTIVE DATE: 01/6/14**

**TYPE OF APPOINTMENT:**    ☒ PERMANENT        ☐ TEMPORARY

**( X ) OPEN**

**( ) TRANSFER**

**( ) PROMOTION**

**( X ) PROMOTION/TRANSFER**

**PAY GRADE: A13-01**

**SALARY RANGE: \$71,587-\$101,907**

( x ) Promotions – If the rate in the previous position was less than the minimum rate established for the class of the new position, the rate of the pay shall be advanced to the minimum of the class of the new position. If the difference in pay ranges does not automatically result in an increase in the equivalent of a one-step increase in the rate of pay for an employee promoted, a one-step immediate increase within the pay range of the new classification may be given by the appointing authority.

**( x ) Transfers** – If the rate of pay in the previous position falls within the pay range established for the class of the new position and does not correspond to a step in the salary plan, it shall be adjusted to the next higher step, but otherwise this rate of pay may remain unchanged on the recommendation of the administrative officer in accordance with this rule.

**( ) APPROVED**

2

**3**

**SELECTEE:****Date:**

**Appointing Authority Signature – District Attorney Office**

4

**( ) Manpower data entered by:**

Date:

**( ) Payroll entered by:**

**Date:**

## Donald Mims

---

**From:** Terri Henderson  
**Sent:** Tuesday, December 17, 2013 10:51 AM  
**To:** Donald Mims  
**Subject:** Weather Preparedness Tax Holiday  
**Attachments:** Sales tax comparison 1.5% Same - Weather Preparedness Tax Holiday Comparison 12172013.xls; 2014 Weather Preparedness Tax Holiday - Quick Reference Sheet of Exempt Items.pdf

Good Morning,

Sherrill passed along to me that a question was raised during yesterday's MCC Meeting discussion as to the impact of the Weather Preparedness Tax Holiday on Sales Tax Collections. As such, I have compiled the attached comparison information with applicable notes in an effort to offer further clarification. Based on August 2012 Collections, the impact for our participation in the July 6-8, 2012 Tax Holiday appears to have been minimal. We did not participate in the February 22-24, 2013 Tax Holiday so there should have been no impact on March 2013 Collections. A copy of the "Quick Reference Sheet of Exempt Items" applicable to the 2014 Weather Preparedness Tax Holiday that I downloaded from the ADOR website is also attached. Please let me know if you have questions or need any additional information on this.

Thanks,

Terri A. Henderson, CRE, Revenue Manager  
Montgomery County Commission  
Tax & Audit Department  
P.O. Box 4779  
Montgomery, AL 36103-4779  
Phone: 334-832-1698  
FAX: 334-832-1223

**\*\*\*\*\*CONFIDENTIALITY NOTICE\*\*\*\*\***

This communication is intended for the sole use of the individual or entity addressed above, and may contain information that is legally privileged and confidential under Section 40-2A-10, Code of Alabama 1975. If the reader of this communication is not the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, or the information contained herein is prohibited and any disclosure of this communication is strictly prohibited under Section 40-2A-10, Code of Alabama 1975. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy all versions-electronic, paper, or otherwise-of this communication. Thank you.

**MONTGOMERY COUNTY COMMISSION  
SALES TAX COLLECTION COMPARISON - 1.5% SAME  
AUGUST 2013 COMPARED TO AUGUST 2012**

| FY 13 Compared to FY 12 |                                  |                                  |            |       |
|-------------------------|----------------------------------|----------------------------------|------------|-------|
| Month Taxes Deposited   | FY 13 County Collections at 1.5% | FY 12 County Collections at 1.5% | Difference | %     |
| AUGUST                  | \$3,153,053.75                   | \$3,150,849.41                   | 2,204      | 0.07% |

**NOTES:**

Montgomery County Participated In The Initial Weather Preparedness Tax Holiday Held The Weekend Of July 6-8, 2012. Thus, Sales & Use Taxes Reported To Montgomery County In August 2012 For The July 2012 Tax Period Should Have Been Net Of Items Deducted For Items Sold And/Or Purchased During The July 6-8, 2012 Weather Preparedness Tax Holiday Weekend.

**MONTGOMERY COUNTY COMMISSION  
SALES TAX COLLECTION COMPARISON - 1.5% SAME  
MARCH 2013 COMPARED TO MARCH 2012**

| FY 13 Compared to FY 12 |                                  |                                  |            |        |
|-------------------------|----------------------------------|----------------------------------|------------|--------|
| Month Taxes Deposited   | FY 13 County Collections at 1.5% | FY 12 County Collections at 1.5% | Difference | %      |
| MARCH                   | \$3,131,421.86                   | \$3,237,955.70                   | (106,534)  | -3.28% |

**NOTES:**

Montgomery County Did NOT Participate In The Weather Preparedness Tax Holiday Held The Weekend Of February 22-24, 2013. Thus, Sales & Use Taxes Reported To Montgomery County In March 2013 For The February 2013 Tax Period Should NOT Have Been Net Of Items Deducted For Items Sold And/Or Purchased During The February 22-24, 2013 Weather Preparedness Tax Holiday Weekend.

**MONTGOMERY COUNTY COMMISSION  
SALES TAX COLLECTION COMPARISON - 1.5% SAME  
AUGUST 2012 COMPARED TO AUGUST 2011**

| FY 12 Compared to FY 11 |                                  |                                 |              |
|-------------------------|----------------------------------|---------------------------------|--------------|
| Month Taxes Deposited   | FY 12 County Collections at 1.5% | FY 11 Total Collections at 1.5% | Difference % |
| AUGUST                  | \$3,150,849.41                   | \$3,135,660.82                  | 15,189 0.48% |

**MONTGOMERY COUNTY COMMISSION  
SALES TAX COLLECTION COMPARISON - 1.5% SAME  
MARCH 2012 COMPARED TO MARCH 2011**

| FY 12 Compared to FY 11 |                                  |                                 |               |
|-------------------------|----------------------------------|---------------------------------|---------------|
| Month Taxes Deposited   | FY 12 County Collections at 1.5% | FY 11 Total Collections at 1.5% | Difference %  |
| MARCH                   | \$3,237,955.70                   | \$3,088,921.29                  | 139,034 4.48% |



## 2014 SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY

Alabama will hold its third annual sales tax holiday, beginning Friday, February 21, 2014 at 12:01 a.m. and ending Sunday, February 23, 2014 at 12 midnight, giving shoppers the opportunity to purchase certain severe weather preparedness items free of state sales tax. Local sales tax may apply.

For more information, contact us 8:00 a.m. – 5:00 p.m., CST  
Monday through Friday  
334-242-1490 or 866-576-6531

| COVERED ITEMS - \$60 or Less, per ITEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| EXEMPT:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                              |
| <ul style="list-style-type: none"><li>• AAA-cell batteries</li><li>• AA-cell batteries</li><li>• C-cell batteries</li><li>• D-cell batteries</li><li>• 6-volt batteries</li><li>• 9-volt batteries</li><li>• Cellular phone battery</li><li>• Cellular phone charger</li><li>• Portable self-powered or battery-powered radio, two-way radio, weatherband radio or NOAA weather radio</li><li>• Portable self-powered light source, including battery-powered flashlights, lanterns, or emergency glow sticks</li></ul> | <ul style="list-style-type: none"><li>• Tarpaulin</li><li>• Plastic sheeting</li><li>• Plastic drop cloths</li><li>• Other flexible, waterproof sheeting</li><li>• Ground anchor system, such as bungee cords or rope, or tie-down kit</li><li>• Duct tape</li><li>• Plywood, window film or other materials specifically designed to protect window coverings</li><li>• Non-electric food storage cooler or water storage container</li><li>• Non-electric can opener</li></ul> | <ul style="list-style-type: none"><li>• Artificial ice</li><li>• Blue ice</li><li>• Ice packs</li><li>• Reusable ice</li><li>• Self-contained first aid kit</li><li>• Fire extinguisher</li><li>• Smoke detector</li><li>• Carbon monoxide detector</li><li>• Gas or Diesel fuel tank or container</li></ul> |
| <ul style="list-style-type: none"><li>• Coin batteries</li><li>• Automobile and boat batteries</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                              |

| A single purchase with a sales price of \$1000 or Less                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------|
| EXEMPT:                                                                                                                           |
| Any portable generator and power cords – used to provide light or communications or preserve food in the event of a power outage. |

ELTON N. DEAN, SR.  
CHAIRMAN

DANIEL HARRIS, JR.  
VICE CHAIRMAN

REED INGRAM  
DIMITRI POLIZOS  
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

**MONTGOMERY COUNTY COMMISSION**

Tax & Audit Department  
P.O. Box 4779  
Montgomery, Alabama 36103-4779

ESTABLISHED 1816

Terri A. Henderson, CRE  
Revenue Manager

Administrative and Auditing for:  
Montgomery County Alabama  
Sales & Use Taxes; Lodging Tax;  
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697  
FAX (334) 832-1223  
Website [www.mc-ala.org](http://www.mc-ala.org)

**MEMORANDUM**

**DATE:** December 3, 2013

**TO:** Donald L. Mims, County Administrator

**FROM:** Terri A. Henderson, Revenue Manager *Terri A. Henderson*  
12/3/2013

**RE:** 2014 Severe Weather Preparedness Tax Holiday, February 21-23, 2014

Please see copy of the notice attached printed today from the State of Alabama Department of Revenue ("ADOR") that is dated October 18, 2013 specific to the 2014 Severe Weather Preparedness Sales Tax Holiday. This is the Sales Tax Holiday enacted pursuant to Act No. 2012-256 that was first passed and signed into law on April 26, 2012. The 2014 Severe Weather Preparedness Tax Holiday is scheduled for the weekend of **February 21-23, 2014**.

If we are going to participate in the 2014 Severe Weather Preparedness Tax Holiday, I would respectfully request that this item be included for discussion and/or placed on the agenda for the Montgomery County Commission meeting on December 16, 2013, or as soon as possible thereafter. Please see the Resolution attached that has been drafted for further consideration in this matter for proposed action at the Montgomery County Commission meeting on January 6, 2014. Written notice of our participation and a certified copy of our Resolution and/or notification of our decision not to participate in 2014 will be due back to the ADOR before or **not later than the January 21, 2014 deadline**.

Please note the 2014 Severe Weather Preparedness Tax Holiday is in addition to the 2014 Back To School Sales Tax Holiday, which should be subsequently scheduled for August 1-3, 2014. Please let me know if you need anything further. Thank you in advance for your assistance with this matter.

tah/attachment

**RESOLUTION PROVIDING FOR MONTGOMERY COUNTY'S  
PARTICIPATION IN THE "SALES TAX HOLIDAY"  
IN FEBRUARY 2014, AS AUTHORIZED  
BY ACT NO. 2012-256**

**WHEREAS**, during its 2012 Regular Session, the Alabama Legislature enacted Act No. 2012-256, approved April 26, 2012, which provides an exemption of the state sales and use tax for certain purchases related to severe weather preparedness during the first full weekend in July 2012 and the last full weekend of February in subsequent years; and

**WHEREAS**, as required by Code of Alabama 1975, § 11-51-210(e), a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the severe weather preparedness sales tax holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue at least 14 days prior to the first full weekend of July in 2012 and at least 30 days prior to the last full weekend of February in subsequent years; and

**WHEREAS**, the exemption of certain county sales and use taxes for the last full weekend of February 2014 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11-51-210(e);

**WHEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION** that it does hereby provide for an exemption of the 2½ percent county sales and use tax on purchases of items covered by Act No. 2012-256 beginning at 12:01 a.m. on Friday, February 21, 2014 and ending at twelve midnight on Sunday, February 23, 2014.

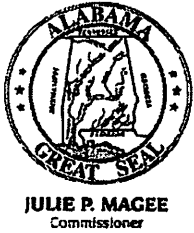
**BE IT FURTHER RESOLVED** that a copy of this resolution be spread upon the minutes of the January 6, 2014 meeting of the Montgomery County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

**IN WITNESS WHEREOF**, the Montgomery County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 6<sup>th</sup> day of January, 2014.

I hereby certify that the above  
Resolution was adopted by the  
Montgomery County Commission  
on this, the 6<sup>th</sup> day of January, 2014.

---

Elton N. Dean, Sr.  
Chairman



# State of Alabama Department of Revenue

(www.revenue.alabama.gov)  
50 North Ripley Street  
Montgomery, Alabama 36132

October 18, 2013

**MICHAEL E. MASON**  
Assistant Commissioner

**JOE W. GARRETT, JR.**  
Deputy Commissioner

**CURTIS E. STEWART**  
Deputy Commissioner

**IMPORTANT**

**IMPORTANT**

## 2014 Severe Weather Preparedness Tax Holiday February 21-23, 2014

**Deadline to notify ADOR: January 21, 2014**

The 2014 Severe Weather Preparedness Tax Holiday begins at 12:01 a.m. on Friday, February 21, 2014, and ends at twelve midnight on Sunday, February 23, 2014. As required by the Sales Tax Holiday for Severe Weather Preparedness Rule, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Severe Weather Preparedness Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before January 21, 2014. The Department will compile this information into a list of all counties and municipalities participating in the Severe Weather Preparedness Tax Holiday and issue a current publication of the list on its website at: [www.revenue.alabama.gov/salestax/WPSalesTaxHol.htm](http://www.revenue.alabama.gov/salestax/WPSalesTaxHol.htm)

Notification of participation in the sales tax holiday may not be included in the published list if received after Jan. 21, 2014.

**Your taxpayers want to know if your locality will participate  
in the 2014 Weather Preparedness Tax Holiday.**

**~ ACTION REQUIRED ~**

**Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision before January 21, 2014.**

**Participating?** - Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.

**Not Participating?** - It is important that you inform us via email, fax, or letter of that fact.

Taxpayers rely on the list provided by the Department of Revenue and the Department cannot post a locality's participation status based on assumption; notification of nonparticipation or copies of resolution/ordinance from the locality is required.

**Notification can be faxed, mailed or emailed:**

**FAX:** 334-353-7666

**MAIL:** ALABAMA DEPARTMENT OF REVENUE  
Attention: Wanda Robbins, Room 4311  
Sales & Use Tax Division  
Post Office Box 327900  
Montgomery, Alabama 36132-7900

**EMAIL:** [wanda.robbs@revenue.alabama.gov](mailto:wanda.robbs@revenue.alabama.gov)

**QUESTIONS:** 334-353-8044

"An Affirmative Action / Equal Opportunity Employer"

7-6

ELTON N. DEAN, SR.  
CHAIRMAN  
DANIEL HARRIS, JR.  
VICE CHAIRMAN  
REED INGRAM  
DIMITRI POLIZOS  
JILES WILLIAMS, JR.

**MONTGOMERY COUNTY COMMISSION**  
**ENGINEERING DEPARTMENT**  
MONTGOMERY, ALABAMA 36102-1667

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

December 12, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

*George C. Speake*  
*12/12/13*

SUBJECT: Approval of PE (Preliminary Engineering) Agreement for Resurfacing  
Vaughn Road from SR-271 (Taylor Road) to SR-110 (Chantilly Boulevard),  
ATRIP# 51-03-07

Please recall at the December 2, 2013, Information Session I discussed with the Commission that the PE agreement for the ATRIP project to resurface Vaughn Road from Taylor Road to Chantilly Boulevard was being reviewed by ALDOT. This is a joint City-County project to be funded by 80% federal funds with the City and County each paying half of the 20% matching funds. We have sufficient funds budgeted in the Engineering Department's FY 2014 budget to cover the County's 10% share of the matching funds.

I had hoped ALDOT would return this agreement so that it could be placed on the December 16, 2013, agenda for approval by the Commission, but, unfortunately, we have not yet received this agreement from ALDOT. Accordingly, I as soon as I received the agreement from ALDOT, I will forward it to you for placement on the nearest possible agenda so that progress on this project can be expedited.

GCS/gcs

Attachment

cc: File

March 26, 2013

**ATRIP Project Cost By Selection Round  
Media Detail Report for All Counties**

Page 1 of 1

Bridge Replacement Project  
Bridge Rehabilitation Project  
Non-Qualifying Bridge or No Bridge

**Selection Round : 3**

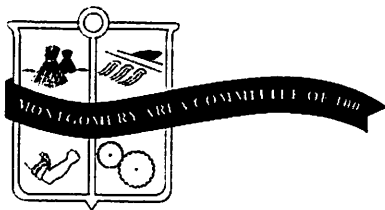
**Projects Identified for Montgomery County**

| ATRIP No.                                    | Div. | County     | Sponsor    | Project Description                                                 | Local Amt    | ATRIP Amt      | Total Cost     |
|----------------------------------------------|------|------------|------------|---------------------------------------------------------------------|--------------|----------------|----------------|
| <input checked="" type="checkbox"/> 51-03-02 | 06   | MONTGOMERY |            | Resurface CR-85 (Pike Road and Old Carter Road) from US-82 to CR-83 | \$211,334.00 | \$1,056,674.00 | \$1,268,008.00 |
| <input checked="" type="checkbox"/> 51-03-04 | 06   | MONTGOMERY | Montgomery | Resurface CR-232 (Carter Hill Rd) from Pineleaf Dr to Decatur St    | \$473,320.00 | \$1,893,280.00 | \$2,366,600.00 |
| <input checked="" type="checkbox"/> 51-03-07 | 06   | MONTGOMERY |            | Resurface Vaughn Rd from SR-271 (Taylor Rd) to SR-110 (Chantilly)   | \$760,800.00 | \$3,043,200.00 | \$3,804,000.00 |

|                                       |                   |               |                    |                       |                    |                       |                   |                       |
|---------------------------------------|-------------------|---------------|--------------------|-----------------------|--------------------|-----------------------|-------------------|-----------------------|
| <b>Totals for Montgomery County</b>   | <b>3 Projects</b> | <b>0 Bins</b> | <b>Local Total</b> | <b>\$1,445,454.00</b> | <b>ATRIP Total</b> | <b>\$5,993,154.00</b> | <b>Total Cost</b> | <b>\$7,438,608.00</b> |
| <b>Totals for Selection Round : 3</b> | <b>3 Projects</b> | <b>0 BINS</b> | <b>Local Total</b> | <b>\$1,445,454.00</b> | <b>ATRIP Total</b> | <b>\$5,993,154.00</b> | <b>Total Cost</b> | <b>\$7,438,608.00</b> |
| <b>Totals for this ATRIP Report</b>   | <b>3 Projects</b> | <b>0 BINS</b> | <b>Local Total</b> | <b>\$1,445,454.00</b> | <b>ATRIP Total</b> | <b>\$5,993,154.00</b> | <b>Total Cost</b> | <b>\$7,438,608.00</b> |

8-2

There are no documents relative to this item. I plan to place the Annexation Petition on the next agenda.



**Montgomery Area Committee of 100**

**P. O. Box 79**

**Montgomery, AL 36101**

**Invoice**

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

| Date     | Invoice # |
|----------|-----------|
| 1/2/2014 | 844       |

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

## MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager 

DATE: December 30, 2013

SUBJECT: Invitation to Bid No. 51988-13B-033, Furnishing,  
Supplying and Servicing of Vending Machines

Request that approval of award on the above referenced Invitation to Bid, to the only bid received, Automatic Food Service, for a percentage of 16% being paid to the County on all sales from the vending machines within the County, be placed on a future County Commission agenda. (copy of spread sheet attached)

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

As requested by Teresa Dekle, State Examiner, this contract will place all vending machines throughout the County under one contract with all profits from the vending machines being paid in one check which will be deposited into the general fund.

Attachment

# Purchasing Department Montgomery County Commission

| ABSTRACT FOR BIDS:              |                     |       |     | BID # 1                                                                                                              |                 | BID # 2    |                 | BID # 3    |                 | BID # 4    |                 | BID # 5    |                 |
|---------------------------------|---------------------|-------|-----|----------------------------------------------------------------------------------------------------------------------|-----------------|------------|-----------------|------------|-----------------|------------|-----------------|------------|-----------------|
| INVITATION TO BID 51988-13B-033 |                     |       |     | AUTOMATIC FOOD SERVICE -<br>ATTN: KEN MILLER -<br>PHONE#264-7336 - FAX #264-<br>7439 - EMAIL:<br>tarcher@afsvend.com |                 |            |                 |            |                 |            |                 |            |                 |
| ISSUE DATE: November 27, 2013   |                     |       |     |                                                                                                                      |                 |            |                 |            |                 |            |                 |            |                 |
| OPENING DATE: December 18, 2013 |                     |       |     |                                                                                                                      |                 |            |                 |            |                 |            |                 |            |                 |
| County Commission               |                     |       |     |                                                                                                                      |                 |            |                 |            |                 |            |                 |            |                 |
| TERMS OF PAYMENT / DISCOUNT:    |                     |       |     |                                                                                                                      |                 |            |                 |            |                 |            |                 |            |                 |
| 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 |
|                                 | FURNISHING,         |       |     | FLAT                                                                                                                 | 16%             |            |                 |            |                 |            |                 |            |                 |
|                                 | SUPPLYING, AND      |       |     | PERCENT                                                                                                              |                 |            |                 |            |                 |            |                 |            |                 |
|                                 | SERVICING OF        |       |     | PAID TO                                                                                                              |                 |            |                 |            |                 |            |                 |            |                 |
|                                 | VENDING MACHINES    |       |     | COUNTY                                                                                                               |                 |            |                 |            |                 |            |                 |            |                 |
|                                 | FOR COUNTY          |       |     |                                                                                                                      |                 |            |                 |            |                 |            |                 |            |                 |
|                                 | DEPARTMENTS         |       |     |                                                                                                                      |                 |            |                 |            |                 |            |                 |            |                 |
|                                 |                     |       |     |                                                                                                                      |                 |            |                 |            |                 |            |                 |            |                 |
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|                                 |                     |       |     |                                                                                                                      |                 |            |                 |            |                 |            |                 |            |                 |
|                                 |                     |       |     |                                                                                                                      |                 |            |                 |            |                 |            |                 |            |                 |
|                                 |                     |       |     |                                                                                                                      |                 |            |                 |            |                 |            |                 |            |                 |
|                                 |                     |       |     |                                                                                                                      |                 |            |                 |            |                 |            |                 |            |                 |
| <b>TOTAL BID AMOUNTS</b>        |                     |       |     |                                                                                                                      | 16%             |            |                 |            |                 |            |                 |            |                 |

STATE OF ALABAMA  
COUNTY OF MONTGOMERY

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between H. Winston Pirtle, Sr., a married person (hereinafter referred to as "Seller"), and Montgomery County Commission, a governmental entity (hereinafter referred to as "Buyer");

WITNESSETH:

1. PROPERTY. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof; that certain real property initially described as follows:

A. Approximately 1.5, acres, more or less, lying and being situated in Montgomery County, Alabama, as depicted on Exhibit "A" attached hereto and made a part hereof as though set forth in full herein (hereinafter referred to as the "Property"), together with all improvements thereon, appurtenances, rights of way, privileges, easements, and other rights benefiting or pertaining to the Property and all right, title and interest, if any, of the Seller in and to any land lying in the right-of-way in front or adjoining the Property to the centerline thereof and easement for access. An exact legal description will be obtained by survey to be performed by Professional Engineering Consultants, LLC with each party paying one-half (1/2) of the cost thereof.

2. PURCHASE PRICE. The Purchase Price of the Property (the "Purchase Price") shall be Eighteen Thousand and No/100 (\$18,000.00) Dollars. The Purchase Price shall be payable as follows:

The Purchase Price, after deductions for credits and prorations as herein provided, shall be paid in full at the Closing herein provided by cashier's check or cash on the day of Closing.

3. INSPECTION PERIOD.

(a) Buyer shall have a period of forty-five (45) days after the Effective Date of this Agreement (the "Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the Property and the intended use and development thereof. In the event it is determined that a Phase II environmental test is required, the Inspection Period shall be extended for ninety (90) days from the end of the inspection period. Seller shall deliver within fourteen (14) business days after the Effective Date an abstract of title to the Property updated to current date. During the Inspection Period, Buyer shall have the right to inspect the Property, to conduct land use, engineering and environmental studies and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary, governmental land use approvals, permits and licenses with respect to the Property

and the intended use and development thereof. Notwithstanding anything contained herein to the contrary, in the event that Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the Inspection Period by delivering to Seller its notice in writing (the "Termination Notice") and all rights and obligations hereunder shall cease and terminate. In the event this Agreement is NOT terminated by Buyer within the Inspection Period, it shall be deemed accepted and the parties hereto shall proceed to close this sale as set forth herein; and

(b) The parties hereto agree and acknowledge that Buyer will be furnished access to the Property for the purpose of assessing its condition and allowing Buyer to make Buyer's own determination as to whether or not Buyer wishes to purchase the Property. Accordingly, by consummating this sale, the Buyer shall be conclusively deemed to have accepted the Property in its then "AS IS" condition, both as to property defects seen and unseen and conditions natural or artificial, without any warranties, express or implied (with the exception of any warranty of title provided for under the Deed) and the Buyer hereby releases and discharges the Seller and its agent, servants and employees from any and all liability or claims of liability arising from or as the result of any condition existing on, in or under the Property or any buildings or improvements thereon.

4. GOVERNMENTAL APPROVALS. Except as otherwise provided below in this Paragraph 4, Buyer is hereby authorized to seek and obtain any and all permits, license; site and development plan approvals, permits and authorizations, zoning variance approvals, curb-cut approvals, and any and all other approvals or consents as Buyer may deem necessary in connection with its proposed acquisition, development and use of the Property and Seller agrees to cooperate with Buyer in such endeavor. If any such applications, approvals or permits are required to be sought in Seller's name, Seller shall upon Buyer's request seek same without cost to Seller. As part of the consideration for Buyer's payment of the Purchase Price, Seller shall assign, transfer and convey to Buyer at Closing all permits, approvals, licenses, site and development plans affecting the Property issued in Seller's name which Buyer requests Seller to assign to Buyer and shall deliver such originals to Buyer at Closing, provided such permits, licenses, approval and plans are assignable.

5. ENTRY UPON PROPERTY. Upon execution of this Agreement, Buyer, its agents, employees, contractors and all other persons authorized by it, or any of them, are permitted to enter upon the Property and to obtain and perform such tests, studies and maps as Buyer may deem necessary or advisable including, but not limited to, percolation, soils, hazardous waste, appraisals, topographic studies, environmental, and geological tests and studies all at Buyer's cost. In the event Buyer, its agents, or its employees disturbs any portion of the Property, or the surface thereof, as a result of such entry, tests, or inspections, Buyer agrees to restore the Property to its original condition at Buyer's sole cost and expense. The provisions of this Paragraph 5 shall survive the expiration or termination of this Agreement or the Closing as the case may be.

6. BUYER'S INDEMNIFICATION. Buyer hereby indemnifies and agrees to hold harmless Seller from any and all damages, claims, costs and expenses (including, but not limited

to, reasonable attorney's fees) arising from any injury or death to persons or damage or destruction to property arising from the act or omission of Buyer, its agents, employees or independent contractors, their respective agents or employees, on or near the Property. This provision shall survive the Closing.

7. CLOSING. Subject to the satisfaction of all the conditions hereof or the waiver in writing thereof by Buyer, the date of Closing shall be the date that is on or before \_\_\_\_\_, unless such date is a Saturday, Sunday or legal holiday, in which event the date shall be extended to the next business day. The sale shall be closed in Montgomery, Alabama, at the office of Buyer's attorney. At Closing, Seller shall deliver to Buyer a Warranty Deed (the "Deed") conveying a good and merchantable, indefeasible fee simple title in and to the Property, subject to covenants, restrictions, reservations, easements and rights-of-way, if any, heretofore imposed of record affecting title to said Property and further subject to any municipal zoning ordinances now, or hereafter becoming applicable, matters of survey, and taxes and assessments hereafter becoming due against said Property. The description used in the Deed shall be one and the same and shall coincide with the legal description set forth on survey of Property to be performed by Professional Engineers Consulting, LLC. Seller shall pay at Closing, by deduction from the Purchase Price, any outstanding mortgage, lien or deed of trust and one-half (1/2) of all costs associated with this transaction except the cost of owner's title insurance. Buyer shall pay one-half (1/2) of all costs associated with this transaction in addition thereto and the premium for owner's title insurance. Ad valorem taxes shall be prorated as of Closing. Any assessments due as of closing and levied against the Property shall be paid in full by Seller at Closing. At Closing, Buyer shall pay the Purchase Price, subject to adjustments and credits as herein provided. Seller shall also execute and deliver at Closing such affidavits of title, lien and possession as may be required by Buyer and appropriate 1099 forms. Except for the right of entry granted herein, possession shall be given to Buyer on the date of Closing, free and clear of all tenancies and parties in possession.

8. DEFAULT: REMEDIES. If Seller has complied with all of its obligations herein contained and all of Seller's representations and warranties are true and correct, and all of the conditions herein have been met to Buyer's satisfaction or waived in writing by Buyer, but Buyer fails to proceed with the purchase of said Property, then Seller may (i) declare this Agreement cancelled and of no further force and effect or (ii) Seller shall be permitted to seek the remedy of specific performance against Buyer. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations and warranties herein provided, then, in such event, Buyer may (i) declare this Agreement canceled and of no further force and effect, or (ii) Buyer shall be permitted to seek the remedy of specific performance against Seller. In no event shall either party be entitled to sue the other party for damages. If Seller or Buyer fails to comply with all of the terms, covenants and conditions of this Agreement, the prevailing party in any lawsuit will be entitled to all expenses, including a reasonable attorney's fee, incurred as a result of such failure.

9. ASSIGNMENT. This Agreement may NOT be assigned by Buyer.

10. ENVIRONMENTAL CONCERNS Notwithstanding anything contained in this Agreement to the contrary, in the event that, as a result of Buyer's investigation, "hazardous

substance(s)", "hazardous waste(s)" or "hazardous material(s)", as defined under applicable federal or state law, or both, are found on the Property, then Buyer shall have the right, within the Inspection Period, to terminate this Agreement; it being a condition precedent to Buyer's obligation to purchase the Property that the results of Buyer's environmental studies, reveal that the Property is free from any and all "hazardous substance(s)", "hazardous waste(s)", or "hazardous material(s)", as defined under applicable federal or state law, or both, provided such environmental studies are performed during the Inspection Period. Buyer, its agents and representatives, are hereby authorized to perform any and all studies, tests and inquiries as it may deem appropriate or necessary in furtherance of the foregoing, including entering upon the Property, as provided in Paragraph I herein, and performing tests and studies thereon. Seller agrees that Buyer may make inquiry of pertinent governmental and administrative bodies and agencies concerning environmental violations or citations regarding the Property. Seller hereby represents, to its actual knowledge, that the Property contains no hazardous substances, wastes, or materials. In the event Seller is notified by EPA, ADEM or other similar agency with regard to the Property. Seller agrees to immediately notify Buyer regarding such notice.

If Buyer receives notice of any violation of any Environmental Law related to the Property, Buyer will give Seller written notice of the same and all information it receives with respect thereto within ten (10) days after Buyer receives notice of same.

IN NO EVENT SHALL SELLER BE LIABLE OR REQUIRED TO REMEDY ANY ENVIRONMENTAL CONDITION OR COMPLY WITH ANY ENVIRONMENTAL LAW REGARDING THE PROPERTY EITHER BEFORE OR AFTER THE CLOSING OF THIS SALE. BY CLOSING THE SALE, THE BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE ACCEPTED THE PROPERTY AND ANY IMPROVEMENTS THEREON IN ITS THEN "AS IS" CONDITION, AND THE BUYER HEREBY RELEASES AND DISCHARGES SELLER AND ALL OF SELLER'S RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OF LIABILITY, SUITS, ACTIONS, JUDGMENTS, DAMAGES, LOSSES, RIGHTS OR CLAIMS OF CONTRIBUTION, AND OTHER RIGHTS, REMEDIES AND CLAIMS OF ANY AND EVERY KIND OR NATURE WHATSOEVER. NOW OR HEREAFTER ARISING FROM OR IN ANY WAY CONNECTED WITH OR RELATED TO THE PROPERTY OR ANY EXISTING OR FUTURE ENVIRONMENTAL LAW APPLICABLE TO THE PROPERTY OR ANY HAZARDOUS MATERIAL LOCATED ON, IN, UNDER OR IN THE VICINITY OF OR RELEASED OR DISCHARGED FROM THE PROPERTY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING.

11. CONDEMNATION. Seller covenants and agrees that to its actual knowledge there is no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof nor does Seller have any knowledge that any such action is presently contemplated. Should any entity having the power of condemnation decide prior to the time of Closing to acquire any other portion of or interest in the Property, Buyer, at Buyer's sole option, may elect to (a) terminate Buyer's obligation to purchase the Property by giving written, notice to Seller at any time prior to the time of Closing or (b) complete the purchase of the Property

with Seller immediately appointing Buyer its attorney in fact to negotiate with said condemning entity and assigning to Buyer all sums to be awarded.

12. NOTICES. Any notice permitted, or required to be given hereunder shall be made in writing and sent to receiving party at the address set forth below by Certified Mail, return receipt requested, or a nationally recognized overnight delivery service and shall be deemed given by either party to the other as of the date of first attempted delivery by the U.S. Postal Service or overnight delivery service, as appropriate, whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller:  
Dr. H. Winston Pirtle, Sr.  
8560 U.S. Highway 331  
Montgomery, AL 36105

Buyer.:  
Montgomery County Commission  
Attention: Mr. Donald L. Mims, Administrator  
P.O. Box 1667  
Montgomery, AL 36102

13. NO WASTE. Seller agrees that from the Effective Date of this Agreement until the date of Closing, it will not commit or permit to be committed any waste or change in the condition or appearance of the Property or improvements thereon, or the cutting or severing of any growth or timber on the Property, or convey any mortgage, lien, easement, mining or mineral rights or other rights in or to the Property, except as referred to in paragraph 11, nor consent to any zoning, rezoning, or other restrictions of the Property except with the written consent and approval of Buyer. This provision shall not prohibit Seller from performing routine maintenance on the Property prior to the date of Closing.

14. MISCELLANEOUS.

(a) Seller warrants and represents to Buyer the following, all of which are true as of the date hereof (unless otherwise specified) and shall also be true as of the date of Closing:

(i) That Seller owns fee simple title to the Property and has the power and authority to enter into this Agreement, and the entering into of this Agreement and the performance of Seller's obligations hereunder shall not violate the terms or conditions of any applicable law, rule or regulation pertaining to Seller or the Property and the Property does not comprise the homestead of either Seller or their respective spouses.

(ii) That unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, condemnations, except as set forth in paragraph 11, environmental notices, pending public improvements, repairs, replacement, or alterations of the Property that has not been satisfactorily made.

(iii) Seller can deliver possession of the Property to Buyer free and clear from the claims of leasehold interests.

(iv) So long as this Agreement is in force, Seller shall not, without Buyer's consent, execute any easements or restrictions or otherwise take or permit any action which would, in Buyer's determination, constitute an exception to title.

Should any material representation by Seller herein prove false at any time prior to or at Closing, Buyer shall be entitled to terminate this Agreement and, in which event all rights and obligations hereunder shall terminate.

(b) In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provision of this Agreement, then each party agrees that the non-prevailing party shall pay the reasonable attorney's fees incurred by the prevailing party in enforcing this Agreement.

(c) This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings, other options to purchase or lease any portion(s) of the Property, or any other agreements which in any way may affect or change the terms, covenants, and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

(d) Each party hereto has been represented, or had the opportunity to be represented, by separate counsel in connection with the negotiation and drafting of this Agreement. Accordingly, no ambiguity herein shall be resolved against either party based upon principles of draftsmanship.

(e) All personal pronouns used in this Agreement whether used in masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa.

(f) Any provision of this Agreement or any paragraph, sentence, clause, phrase or wording appearing herein which shall prove to be invalid, void or illegal for any reason shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions, paragraphs, sentences, clauses, phrases and words hereof shall nevertheless remain in full force and effect.

(g) This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

(h) As used herein, the "Effective Date of this Agreement" shall be the last date of execution of this Agreement by the parties comprising Seller and Buyer.

15. AGENCY DISCLOSURE AND BROKERS: Each party represents and warrants to the other that no real estate or other commission or fees are due in connection with the sale contemplated by this Agreement. Each party indemnifies the other for any

costs or liability resulting from said party's contract with any broker other than as specified herein.

16. EXCHANGE. Each party agrees to cooperate with the other in the event either party elects to utilize an exchange to either purchase or sell the Property being conveyed herein, with other real estate in a transaction or transactions that will qualify as a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, and to execute any additional documents necessary to effect the exchange, including, without limitation, an exchange agreement, an escrow agreement or a qualified intermediary agreement. However, the party not initiating the exchange shall not incur any additional costs, expenses or liabilities in excess of the costs or liabilities that it would have incurred from a direct purchase/sale of the Property, nor shall it be required to accept a deed to such exchange property so that its name shall not appear in the chain of title with respect to such exchange property. Furthermore, neither party will provide any warranties of the tax treatment of the transaction to the other.

17. CONDITION OF THE PROPERTY. Seller agrees to maintain the Property and all related improvements in their current condition from the Effective Date of this Agreement until the date of Closing.

18. SPECIAL PROVISIONS.

A. Buyer agrees to utilize the property for governmental purposes.

B. In the event Buyer does not utilize the property for a governmental purpose within seven (7) years from the date of recording of the deed (right to purchase date), then Seller, or his lineal descendants, shall have an irrevocable right to repurchase the property for one (1) year from the right to repurchase date. The purchase price shall be the price paid by the Montgomery County commission plus interest therein compounded annually at a rate of 4.25%. Utilization for a governmental purpose is met if a public, paved or unpaved, parking lot is constructed thereon.

C. All the provisions of paragraph 18 shall survive the closing.

IN WITNESS WHEREOF, Seller and Buyer have hereunto executed this Purchase and Sale Agreement on the dates appearing beneath their respective signature blocks.

WITNESS:

SELLER:

\_\_\_\_\_

\_\_\_\_\_  
H. WINSTON PIRTLE, SR.

SS#: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

WITNESS

BUYER:

\_\_\_\_\_  
MONTGOMERY COUNTY COMMISSION

BY: \_\_\_\_\_

Elton N. Dean, Sr., Chairman

FEI#: \_\_\_\_\_

Date Executed: \_\_\_\_\_, 20\_\_

**EXHIBIT "A"**

See attached survey of Patrick A. Moseley dated December 5, 2012.

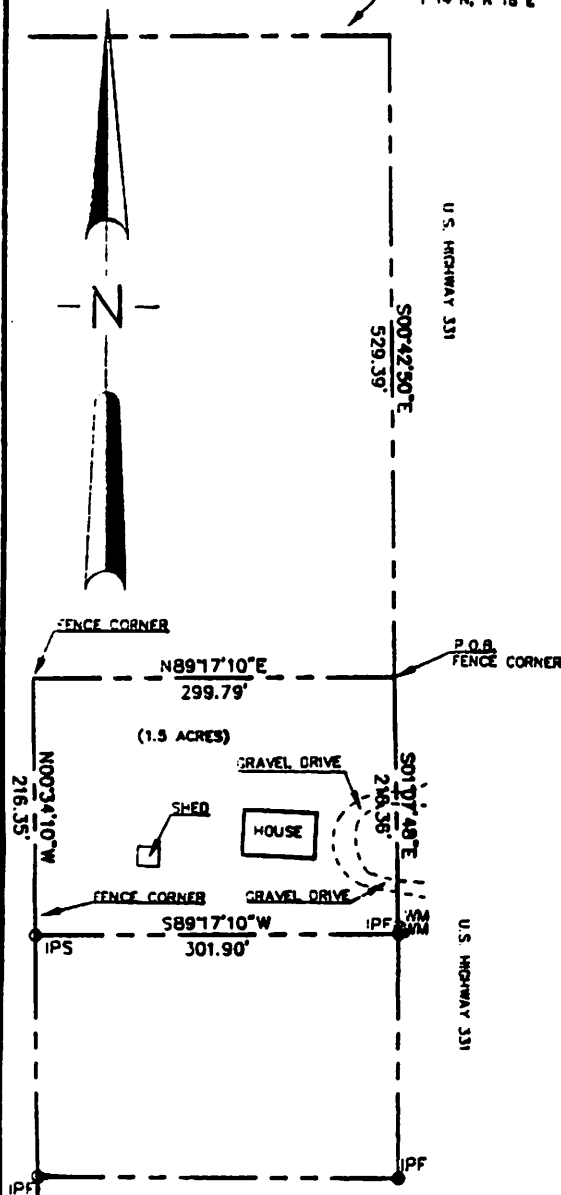
1/29/2012  
2784907

NORTH LINE OF NW 1/4  
OF NE 1/4 SEC. 6,  
T 14 N, R 18 E

GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.



A  
BOUNDARY SURVEY  
FOR  
WINSTON PIRTLE  
IN  
SNOWDOUN ALABAMA

DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE NW 1/4 OF THE NE 1/4 OF SECTION 6, T 14 N, R 18 E WITH THE WEST RIGHT OF WAY OF U.S. HIGHWAY NO 331;  
THENCE S 00° 42' 50" E ALONG SAID RIGHT OF WAY 529.39 FEET, TO THE POINT OF BEGINNING  
THENCE S 01° 07' 48" E, 216.35 FEET  
THENCE S 89° 17' 10" W, 301.90 FEET  
THENCE N 00° 34' 10" W, 216.35 FEET,  
THENCE N 89° 17' 10" E 299.79 FEET, TO THE POINT OF BEGINNING

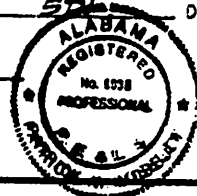
THE ABOVE DESCRIBED PARCEL OF LAND LIES IN THE NW 1/4 OF THE NE 1/4 OF SECTION 6, T 14 N, R 18 E, MONTGOMERY COUNTY, ALABAMA AND CONTAINS 1.5 ACRES, MORE OR LESS.

STATE OF ALABAMA )  
MONTGOMERY COUNTY)

I, PATRICK A. MOSELEY, A REGISTERED ENGINEER AND LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.

I FURTHER CERTIFY THAT ALL LOT CORNERS ARE MARKED WITH IRON PINS AND THAT THEY ACTUALLY EXIST. THIS THE 12-10-2012 DAY OF DECEMBER 2012

PATRICK A. MOSELEY, ALA. REG. NO. 5935  
PROFESSIONAL ENGINEERING CONSULTANTS, INC.  
322 SOUTH McDONOUGH STREET  
MONTGOMERY, ALABAMA 36104



12-10

**Tammy Nix**

---

**From:** Phyllis <phyllis@bhpclaw.com>  
**Sent:** Thursday, January 02, 2014 9:15 AM  
**To:** Donald Mims  
**Subject:** Re: Contract with Montgomery County Commission  
**Attachments:** 2pirtle and Montgomery County Commission Contract.doc

Here is amended contract. Let me know if you need anything else.

Thanks,  
Phyllis

Karl B. Benkwith, Jr., Esq.  
Benkwith & Heard, P.C.  
4001 Carmichael Road, Suite 200  
Montgomery, AL 36106  
334-395-9899 - phone  
334-395-9989 - fax

----- Original Message -----

**From:** Donald Mims  
**To:** [karl@bhpclaw.com](mailto:karl@bhpclaw.com)  
**Cc:** Phyllis  
**Sent:** Thursday, January 02, 2014 8:52 AM  
**Subject:** Contract with Montgomery County Commission

Karl,

This morning, Dr. Pirtle reviewed the December 31, 2013, draft of the Purchase and Sale Agreement and has recommended a few more changes.

Following are the changes:

1. Page 2, Section 3(b), replace semicolon with a comma
2. Page 2, Section 5, replace period with a comma
3. Page 3, Section 7, strike the words "balance of the"
4. Page 5, Section 11, strike the words "and receive back all sums paid hereunder"
5. Page 7, Section 18(b) replace the word "public" with "governmental"

These should be all of the changes that Dr. Pirtle has. I need these changes completed and returned to me by noon today in order to send it to the Commission this afternoon.

Thank you for your assistance regarding this matter.

Donnie

---

**From:** Phyllis [<mailto:phyllis@bhpclaw.com>]  
**Sent:** Tuesday, December 31, 2013 1:36 PM  
**To:** Donald Mims; [pirtledvmjd@aol.com](mailto:pirtledvmjd@aol.com)  
**Subject:** Contract with Montgomery County Commission

Attached is revised Purchase and Sale Agreement wherein the inspection period has been changed to 45 days.

JANET BUSKEY  
REVENUE COMMISSIONER

ALLYSON HOLLAND  
CHIEF CLERK

CLAY HENLEY  
CHIEF APPRAISER  
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY  
REVENUE COMMISSIONER'S OFFICE

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



October 30, 2013

**MEMORANDUM**

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

Cc: Donnie Mims, County Administrator

FROM: Janet Y. Buskey, Revenue Commissioner 

SUBJECT: Addendum to E-Ring Contract – BOE, Assessment, and Maps Online

We respectfully request approval for an addendum to our E-Ring contract to provide a new feature called "Capture BOE, Assessment, and Maps Online". This new application will allow the following functionality:

**BOE Online**

- Ability to file appeals on line
- Acknowledgement on line
- Status updates online
- Ability to upload documents online
- Online bulletin board
- Ability to file multi-case appeals

**Assessment Online**

- Ability to file standard homestead online
- Print homestead approval online
- Ability to upload securely, driver's license and deeds

**Maps Online**

- Ability to search for parcel on a map
- Ability to view sales on a maps
- Ability to navigate multi search through a map
- Ability to measure distance on a map
- Ability to click a parcels and access PRC on the that parcel

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

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

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

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

13-1

JANET BUSKEY  
REVENUE COMMISSIONER

ALLYSON HOLLAND  
CHIEF CLERK

CLAY HENLEY  
CHIEF APPRAISER  
APPRAISAL DEPARTMENT

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October 30, 2013

**MEMORANDUM**

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

Cc: Donnie Mims, County Administrator

FROM: Janet Y. Buskey, Revenue Commissioner 

SUBJECT: Addendum to E-Ring Contract

We respectfully request approval for an addendum to our E-Ring contract to provide a new feature called "Capture Mobile Assessment". This new application will allow us to take assessments using our iPhones with the following functionality and E-Ring will provide training for two people in Atlanta for one day:

- Ability to look up assessment with an iPhone
- Ability to perform as mobile Assessment with iPhone
- Ability to issues special exemption in the field with iPhone
- Ability to upload driver's license and other required documents from iPhone as pictures
- Automatically perform Assessment on Capture server
- Ability to take customer signature on iPhone

We believe this new application will provide better community outreach, especially to our seniors. This will allow us to provide out of office direct services at senior centers, neighborhood meetings, and other community groups.

The funds for this application are currently included in the 2014 Appraisal Budget. The cost for this application is \$50,000 with an annual maintenance fee of \$10,000. We respectfully request placing this Addendum on the next County Commissioner's agenda for approval.

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(334) 262-4546

Appraisal and Mapping  
131 S Perry St  
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(334) 832-1303

14-1

JANET BUSKEY  
REVENUE COMMISSIONER

ALLYSON HOLLAND  
CHIEF CLERK

CLAY HENLEY  
CHIEF APPRAISER  
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY  
REVENUE COMMISSIONER'S OFFICE

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



November 4, 2013

**MEMORANDUM**

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

Cc: *Janet* Janet Y. Buskey, Revenue Commissioner

FROM: *CH* Clay Henley, Chief Appraiser

SUBJECT: Capture iPad Edition

I respectfully request your consideration and approval for the purchase of the Capture iPad software for the Appraisal Department. This software will allow our appraisers to function in a mobile environment, allowing them instant access to real time data while they are in the field. This will allow them to check values and make updates to property record cards and commit the value changes on site. The following is a full functionality list of Capture iPad Edition:

- Ability to download parcels for field work
- Ability to edit all appraisal input fields in the field
- Ability to sketch in the field (Free sketch and precision sketch)
- Ability to take pictures associated with a parcel
- Ability to make voice memo
- Ability to add unlimited notes
- Ability to close flags while in the field
- Ability to synch up to Capture server
- Ability to work without internet connection

The Cost of the software is \$125,000 with a yearly maintenance agreement of \$25,000.

CH

Main Office  
Downtown (Annex III)  
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Montgomery, AL 36104

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Montgomery, AL 36108  
(334) 262-4546

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

15-1

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer/Corrections Officer Trainee

Position Number 169

Proposed Effective Date December 23, 2013

Type of Appointment ( ☒ ) Permanent ( ) Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,392 Grade PCT

Corrections Officer - 29,569 - \$42,093 Grade PC1

D T Marshall  
Department Head

Date December 11, 2013

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 \_\_\_\_\_



**STEVEN L. REED**  
PROBATE JUDGE  
**MONTGOMERY COUNTY**

# MEMORANDUM

**To: Montgomery County Commission**

**Cc: Donnie Mims**

**From: Montgomery County Probate Office**

**Date: 12/30/13**

**Re: Request to fill position number 750053044 (Assistant Tag and License Supervisor)**

**The Montgomery County Probate Office is requesting to back fill a vacant Assistant Tag and License Supervisor position. The position was recently vacated and is currently in our budget.**

## POSITION FILL REQUEST

- 1.\_\_dept request
- 2.\_\_admin review
- 3.\_\_pers dept
- 4.\_\_cert to admin
- 5.\_\_dept selection
6. final review

**SUPERVISOR:** William D Flowers III

**PAY GRADE:** A05-S1 (A05= \$30,785 - \$43,832)

**12/30/13** \_\_\_\_\_  
**Date**

**\_\_APPROVED**  
**DISAPPROVED**

Date \_\_\_\_\_

|                  |       |            |
|------------------|-------|------------|
| Promotional      | _____ | Candidates |
| Open-Competitive | _____ | Candidates |
| Transfer         | _____ | Candidates |

**Date**

Date \_\_\_\_\_

Date \_\_\_\_\_

17-2



**STEVEN L. REED**  
PROBATE JUDGE  
**MONTGOMERY COUNTY**

# MEMORANDUM

**To: Montgomery County Commission**

**Cc: Donnie Mims**

**From: Montgomery County Probate Office**

**Date: 12/30/13**

**Re: Request to fill position number 750016016 (Customer Service Clerk)**

**The Montgomery County Probate Office is requesting to back fill a vacant Customer Service Clerk position. The position was recently vacated and is currently in our budget.**

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: 750016016  
PROPOSED EFFECTIVE DATE: 6th<sup>st</sup> of January 2014  
TYPE OF APPOINTMENT: X PERMANENT    TEMPORARY  
RECRUITING:  
   Promotional Transfer    Transfer  
  x   Open Competitive Register    Reemployment  
PAY GRADE: A03-S1 (\$24,414 - \$34,753)

  
APPOINTING AUTHORITY

**12/30/13** \_\_\_\_\_  
**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**

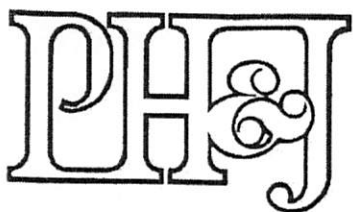
Date \_\_\_\_\_

5. \_\_\_\_\_ Manpower data entered by \_\_\_\_\_

Date \_\_\_\_\_

**\_\_\_\_\_ Payroll entered by \_\_\_\_\_**

Date \_\_\_\_\_



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

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

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

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

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

Thursday, January 02, 2014

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

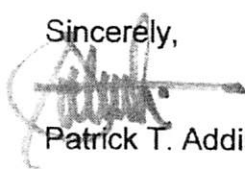
Re: Letter of Recommendation for adding two new swing person gates at existing Family Court – Judge's Benches  
PH&J No: 1208-GVD

Mr. Mims,

I have reviewed Varner Woodworkers, Inc. proposal, responding to my Request for Proposal, dated November 19, 2013, for replacing a section of the existing judge's bench's screen wall with a new section of wall, including a person gate in Hearing Room 322 and Hearing Room 334. This gate as requested will allow others to have access to the judge's bench with out going through Judge's secure office suite. I have reviewed and find their proposal, in the amount of **\$4,920.00**, to be in-line, fair and reasonable for the work requested.

I would therefore recommend to the Montgomery County Commission, if it is their wish to accommodate Judge Kelly and Judge Bailey's request, that this proposal be approved.

Sincerely,



Patrick T. Addison

Cc: File

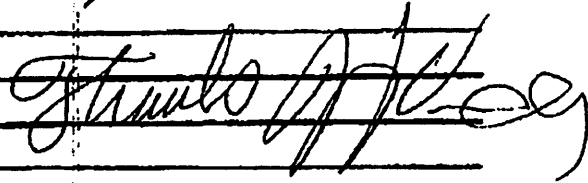
Cathy Varner

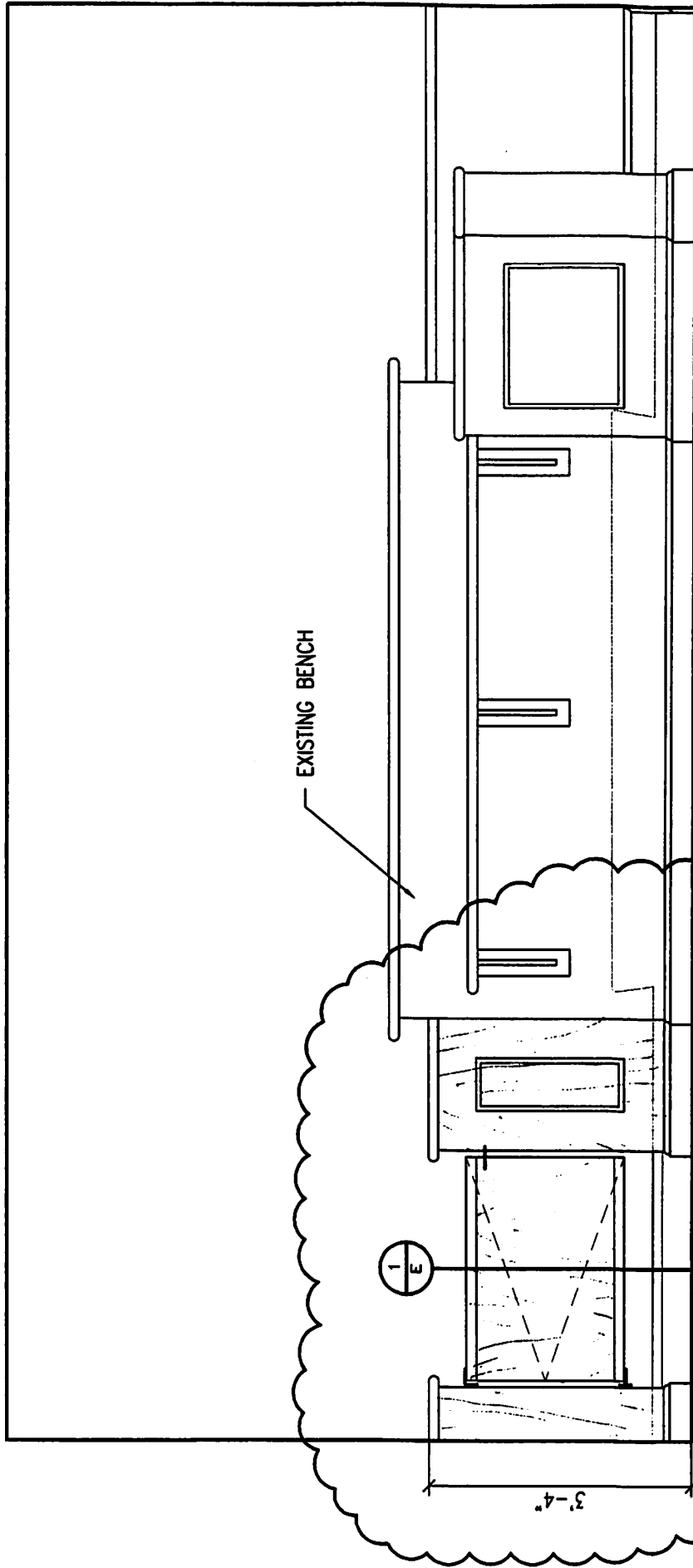
3342714894

p.1

**VARNER WOODWORKS, INC.**

4521 Norman Bridge Road  
Montgomery, AL 36105  
(334) 284-1675 - Office  
(334) 391-4984 - Cell

~~INVOICE~~TO: PH&J ATT Patricia AddisonDATE: 12/31/13Hearing Room 334Remove wall to right of bench and  
add swing Gate + rebuild wall  
installHearing Room 322Remove wall to right of bench and  
add swing Gate - rebuild wall  
installTOTAL \$4920.00~~DISCOUNT RECEIPT~~



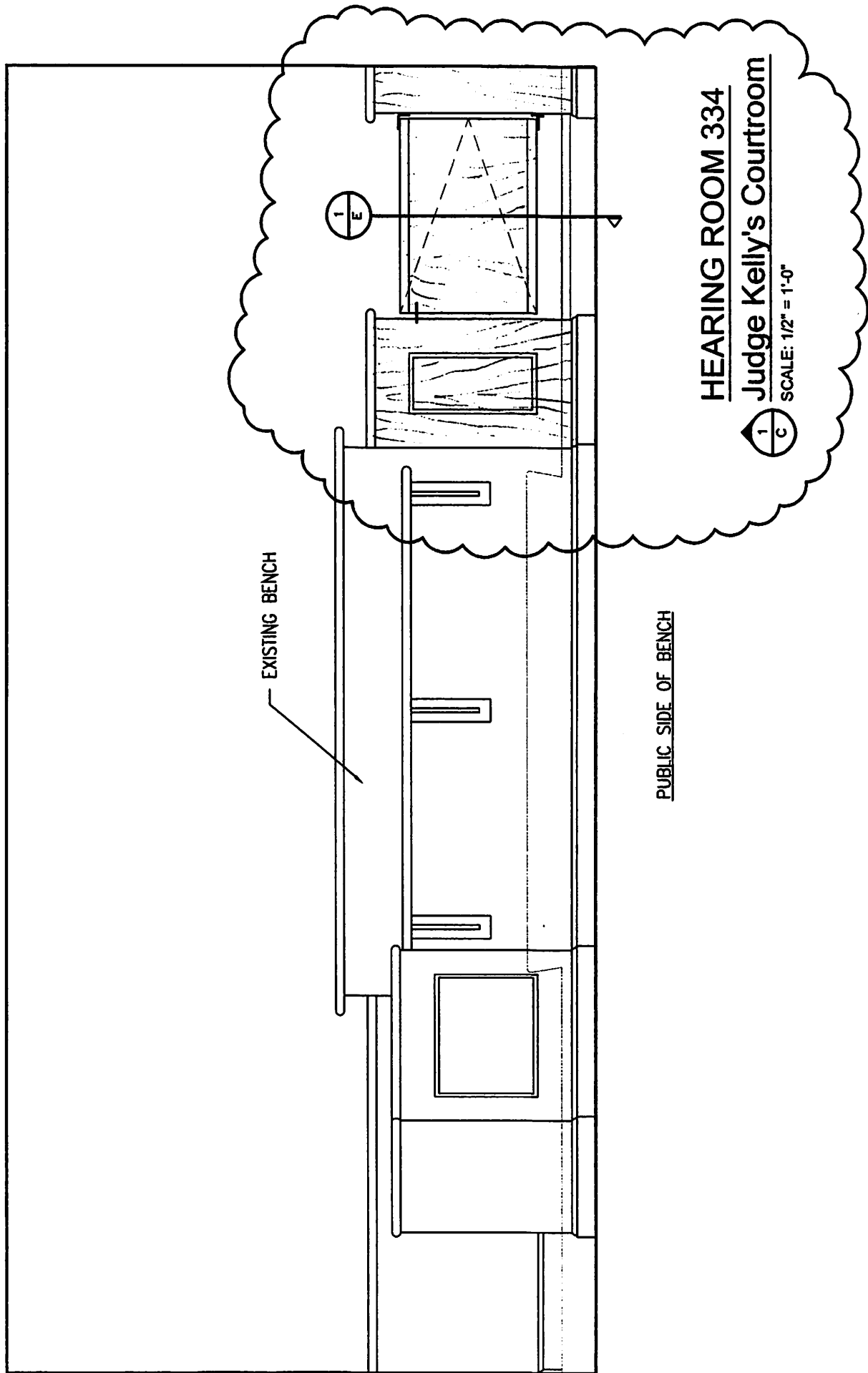
PUBLIC SIDE OF BENCH

HEARING ROOM 322

Judge Bailey's Courtroom

SCALE: 1/2" = 1'-0"





HEARING ROOM 334  
Judge Kelly's Courtroom  
SCALE: 1/2" = 1'-0"



**FEMA**

DEC 20 2013

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

The Honorable Elton Dean, Sr.  
Chairman, Montgomery  
County Commission  
101 South Lawrence Street  
Post Office Box 1667  
Montgomery, Alabama 36104

Dear Chairman Dean:

I am writing this letter as an official reminder that Montgomery County, Alabama, has until February 5, 2014, to adopt and have the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office approve floodplain management measures that satisfy 44 Code of Federal Regulations (CFR) Section 60.3(d) of the National Flood Insurance Program (NFIP) regulations.

Montgomery County must adopt floodplain management measures, such as a floodplain management ordinance, that meet or exceed the minimum NFIP requirements (copy enclosed) by February 5, 2014, to avoid suspension from the NFIP. If suspended, your community becomes ineligible for flood insurance through the NFIP, new insurance policies cannot be sold, and existing policies cannot be renewed.

The NFIP State Coordinating Office for your State has verified that Alabama communities may include language in their floodplain management measures that automatically adopt the most recently available flood elevation data provided by FEMA. Your community's floodplain management measures may already be sufficient if the measures include suitable automatic adoption language and are otherwise in accordance with the minimum requirements of the NFIP. The NFIP State Coordinator can assist you further in clarifying questions you may have about automatic adoption.

Under the Flood Disaster Protection Act of 1973, as amended, flood insurance must be purchased by property owners seeking any Federal financial assistance for construction or acquisition of buildings in Special Flood Hazard Areas (SFHAs). This financial assistance includes certain federally guaranteed mortgages and direct loans, federal disaster relief loans and grants, as well as other similarly described assistance from FEMA and other agencies.

In addition, all loans individuals obtain from Federally regulated, supervised, or insured lending institutions that are secured by improved real estate located in SFHAs are also contingent upon the borrower obtaining flood insurance coverage on the building. However, purchasing and maintaining flood insurance coverage on a voluntary basis is frequently recommended for properties located outside SFHAs.

The Honorable Elton Dean, Sr.

DEC 20 2013

Page 2

Your NFIP State Coordinator and FEMA would like to assist Montgomery County to ensure it remains in good standing with the NFIP and avoids suspension from the Program. If your community is suspended, it may regain its eligibility in the NFIP by enacting the floodplain management measures established in 44 CFR Section 60.3 of the NFIP regulations. As stated in my previous correspondence, I recommend you contact your NFIP State Coordinator or the FEMA Regional Office if Montgomery County is encountering difficulties in enacting its measures.

I recognize that your community may be in the final adoption process or may have recently adopted the appropriate floodplain management measures. Please submit these measures to the Floodplain Management Program at the Alabama Department of Economic and Community Affairs. Corey Garyotis, P.E., CFM, the NFIP State Coordinator, is accessible by telephone at (334) 353-0853, in writing at the Office of Water Resources, 401 Adams Avenue, Montgomery, Alabama 36104, or by electronic mail at [corey.garyotis@adeca.alabama.gov](mailto:corey.garyotis@adeca.alabama.gov).

The FEMA Regional staff in Atlanta, Georgia, is also available to assist you with your floodplain management measures. The FEMA Regional Office may be contacted by telephone at (770) 220-5200 or in writing. Please send your written inquiries to the Director, Federal Insurance and Mitigation Division, FEMA Region IV, at 3003 Chamblee-Tucker Road, Atlanta, Georgia 30341.

In the event your community does not adopt and/or submit the necessary floodplain management measures that meet or exceed the minimum NFIP requirements, I must take the necessary steps to suspend your community from the NFIP. This letter is FEMA's final notification before your community is suspended from the Program.

Sincerely,



David H. Stearrett, CFM, Chief  
Floodplain Management Branch  
Federal Insurance and Mitigation Administration

Enclosure

cc: Major P. May, Regional Administrator, FEMA Region IV  
Corey Garyotis, P.E., CFM, NFIP State Coordinator, Alabama Department of Economic and Community Affairs  
Lonnie McGough, Building Inspector, Montgomery County

20-2



## MONTGOMERY COUNTY COMMISSION

ELTON N. DEAN, SR., CHAIRMAN

DANIEL HARRIS, JR., VICE CHAIRMAN

REED INGRAM

DIMITRI POLLZOS

JILES WILLIAMS, JR.

December 16, 2013

Mr. Steven C. Graben  
Division Engineer  
Alabama Department of Transportation  
1525 Coliseum Boulevard  
Montgomery, Alabama 36110

Dear Mr. Graben:

I am writing to follow up regarding the July 31, 2012 letter to Division Engineer John Lorentson (copy attached). In this letter we inquired about two pieces of state-owned property, located near each other on the north and south sides of U.S. Highway 231. We are not interested in the parcel of the northbound side which lies on the east side of Hwy. 231. The parcel that we have a specific need for lies on the southbound side which is on the west side of Hwy. 231 in the Pine level community in South Montgomery County.

It is my understanding that the Alabama Department of Transportation needed the County to be more specific as to the use of the properties. Today, the County Commission discussed the utilization of these properties. The property located on the southbound side of U.S. Hwy. 231 is planned to be utilized for two separate facilities. One facility would house a volunteer fire department station, a Sheriff's Office substation and an ambulance base which would operate 24/7. The other facility would consist of relocating our existing public library, a senior citizen center and a storm shelter. Our library in south Montgomery has been in a trailer for over 25 years and we do not own the property on which it is currently located. The County Commission intends for the property to be utilized for these badly needed services for the following communities: Pine Level, Ramer, Grady, Dublin, Lapine, Snowdown, Ada and Mathews.

Also, today the Commission met with representatives from Central Alabama Regional Planning and Development Commission regarding grants to fund these facilities. These projects are an utmost concern for the County Commission and the citizens of South Montgomery County.

We appreciate your consideration in deeding this property to Montgomery County.

Sincerely,

A handwritten signature in black ink, appearing to be "Reed Ingram", written over a horizontal line.

Reed Ingram  
Commissioner, District 5



# SOUTHEASTERN LIVESTOCK EXPOSITION

P.O. Box 2499 • Montgomery, AL 36102-2499 • 334/265-1867 • FAX: 334/834-5326  
www.bamabeef.org

## Officers

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Enterprise, AL

### President-elect

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George Smith  
Bill Johnson  
Ned Ellis  
Woody Bartlett  
J Lee Alley  
LD Fitzpatrick  
Tim Coe  
Nealy Barrett  
Camp Powers

\*Deceased

Elton Dean, Chairman  
Montgomery County Commission  
Montgomery County Administration Building  
Courthouse Annex I  
100 S. Lawrence St.  
Montgomery, AL 36104

December 10, 2013

Dear Chairman Dean:

Thank you for your sponsorship of the 56th Annual Southeastern Livestock Exposition Rodeo. **The SLE Rodeo dates for 2014 are March 13 - 15.**

There are some exciting changes in the SLE Rodeo! First, SLE is returning to host a PRCA rodeo which represents the top level of bone-jarring competition. Second, one of the top rodeo companies in the nation, Frontier Rodeo Company of Freedom, OK will produce and bring some of the top bucking stock in pro rodeo.

Montgomery will again be the site for the Alabama State Steer Show and Junior Beef Expo. This event brings hundreds of young 4H and FFA exhibitors to Montgomery along with their parents and family members.

We would again like to request \$10,000 from the County Commission to help sponsor the Alabama Junior Beef Expo. This sponsorship will help promote the livestock week to increase the number of folks coming to Montgomery. In addition, the money will provide part of the premium money for the young people that are exhibiting cattle and horses during this week long event.

The SLE is a non-profit organization. It has been our pleasure for the past 56 years to produce one of Montgomery's top three events. Profits, from the rodeo, help sponsor youth programs, charities and livestock industry organizations.

With your continued support we will be able to create an even bigger economic impact on the city.

Thank you for your consideration. Please find enclosed an invoice. I look forward to hearing from you at your earliest convenience.

Sincerely,

*Bill*  
William E. Powell, III, PhD  
WEP: med

Enclosure

cc: Administrator Donnie Mims

*Thanking for your support!*

22-1

DEC 17 2012

BUDGET FORM 5

## MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 9

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 12/13/2012  
DATE: 12/13/2012 Finance Director  
REQUESTED BY: Donald L. Mims APPROVED: *DLM* 12/17/12  
Elected Official/Dept. Head Administrator Date

| ACCOUNT NAME                        | ACCOUNT NUMBER | CURRENT BUDGET | INCREASE (DECREASE) | REVISED BUDGET |
|-------------------------------------|----------------|----------------|---------------------|----------------|
| Montgomery Area Chamber of Commerce | 001-59320.483  | 323,500        | 50,000              | 373,500        |
| Fund Balance                        | 001.35900      |                | -50,000             | 0              |
|                                     |                |                |                     | 0              |
|                                     |                |                |                     | 0              |
|                                     |                |                |                     | 0              |
|                                     |                |                |                     | 0              |
|                                     |                |                |                     | 0              |
|                                     |                |                |                     | 0              |
|                                     |                |                |                     | 0              |
|                                     |                |                |                     | 0              |
|                                     |                |                |                     | 0              |
|                                     |                |                |                     | 0              |
|                                     |                |                |                     | 0              |
|                                     |                |                |                     | 0              |
|                                     |                |                |                     | 0              |
|                                     |                |                |                     | 0              |
|                                     |                |                |                     | 0              |
|                                     |                |                |                     | 0              |
|                                     |                |                |                     | 0              |
| TOTAL                               |                | 323,500        | 0                   | 373,500        |

### JUSTIFICATION:

To provide funding for maintaining Garrett Coliseum for event and tourism development in Montgomery County.

STATE OF ALABAMA )

COUNTY OF MONTGOMERY )

**CONTRACT AGREEMENT**

**WITNESS THIS AGREEMENT** by and between the Montgomery County Commission, a body corporate and political, hereinafter referred to as the County, and Montgomery Area Chamber of Commerce, Inc., hereinafter referred to as The Chamber, for and in consideration of the mutual covenants herein contained the receipt and sufficiency whereof being hereby acknowledged as follows:

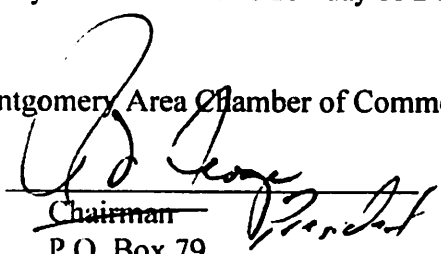
The County agrees to pay The Chamber, the sum of fifty-thousand dollars (\$50,000.00) payable upon request. The contract services are to be provided from January 1, 2013 through September 30, 2013.

The Chamber will utilize these funds for maintaining Garrett Coliseum for event and tourism development in Montgomery County.

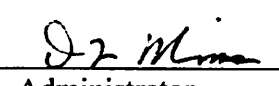
Each of the parties recognizes and assesses the need in Montgomery County for the promotion of tourism and economic development within the County and that these services are essential to the development of economic and tourism growth in Montgomery County.

**IN WITNESS WHEREOF**, the parties hereto have hereunto caused this instrument to be duly executed on this 20<sup>th</sup> day of December, 2012.

Montgomery Area Chamber of Commerce

By:   
Its: Chairman  
P.O. Box 79  
Montgomery, Alabama 36101

Montgomery County Commission

By:   
Its: Administrator  
P. O. Box 1667  
Montgomery, Alabama 36102-1667

Appropriation Approved by Budget Change Request Number 9, Montgomery County Commission on 12/17/12. Contract Same as Budget Change Request Number 19, Approved on 07/23/12. Attorney Gallion's Opinion Dated 07/26/12.

**UPCOMING BIDS/CONTRACT RENEWALS  
FOR THE MONTHS OF  
DECEMBER, 2013, JANUARY, FEBRUARY, MARCH 2014**

**Agenda: January 6, 2014**

| <b><u>Contract No.</u></b>           | <b><u>Item</u></b>                                                                           | <b><u>Dept.</u></b>       | <b><u>Vendor</u></b>           | <b><u>Expiration Date</u></b>           |
|--------------------------------------|----------------------------------------------------------------------------------------------|---------------------------|--------------------------------|-----------------------------------------|
| <b><u>DECEMBER, 2013</u></b>         |                                                                                              |                           |                                |                                         |
| <b>51900-10C-007<br/>Renewed</b>     | <b>Delivery of Election<br/>Equipment</b>                                                    | <b>Elections Center</b>   | <b>ProMovers &amp; Storage</b> | <b>Bid Opening:<br/>January 8, 2014</b> |
| <b><u>JANUARY, 2014 -</u></b>        |                                                                                              |                           |                                |                                         |
|                                      | <b>Alterations &amp; Renovations-Youth Facility<br/>To the Montgomery Co. Youth Facility</b> |                           |                                | <b>Bid Opening:<br/>Jan. 23, 2014</b>   |
| <b><u>FEBRUARY, 2014</u></b>         |                                                                                              |                           |                                |                                         |
| <b>52110-12B-002<br/>(Renewable)</b> | <b>Install/Stripping of<br/>Vehicles</b>                                                     | <b>Sheriff's Office</b>   | <b>Emergency Light/Haynes</b>  | <b>Feb. 28, 2014</b>                    |
| <b>51901-12B-032<br/>(Renewable)</b> | <b>Toner Cartridges</b>                                                                      | <b>All Departments</b>    | <b>Rasix Computer Center</b>   | <b>Feb. 28, 2014</b>                    |
| <b>51901-10C-034<br/>(Bid)</b>       | <b>Preventive Maintenance</b>                                                                | <b>Detention Facility</b> | <b>Johnson Controls</b>        | <b>Feb. 28, 2014</b>                    |

24-1

|                                                                     |                               |                                  |                               |                       |
|---------------------------------------------------------------------|-------------------------------|----------------------------------|-------------------------------|-----------------------|
| <b>51901-12B-001<br/>(Renewable)</b>                                | <b>Custodial Services</b>     | <b>Com. Corr. &amp; CareHere</b> | <b>America Family Service</b> | <b>Feb. 28, 2014</b>  |
| <b><u>MARCH, 2014</u></b>                                           |                               |                                  |                               |                       |
| <b>52110-13B-006<br/>(Bid)</b>                                      | <b>Inmate Food Service</b>    | <b>Detention</b>                 | <b>CMB Management</b>         | <b>March 31, 2014</b> |
| <b>52110-13B-003<br/>(Renewable)</b>                                | <b>Transmission Service</b>   | <b>All Departments</b>           | <b>Ala. Precision Trans</b>   | <b>March 31, 2014</b> |
| <b>52602-11B-004<br/>(Bid)</b>                                      | <b>Preventive Maintenance</b> | <b>Youth Facility</b>            | <b>Capital Refrigeration</b>  | <b>March 31, 2014</b> |
| <b>52110-10C-018<br/>(contract extend<br/>until March 31, 2014)</b> | <b>Emergency Medical</b>      | <b>Co. Commission</b>            | <b>Haynes Ambulance</b>       | <b>March 31, 2014</b> |