

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

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

March 6, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the March 10, 2014
Montgomery County Commission Regular Meeting

We will begin our Information Session on Monday, March 10, 2014, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

At the conclusion of the Formal Session of the County Commission meeting on Monday, you will convene a Special Call Meeting of the Montgomery County Emergency Management Communications District Board.

Alabama State Representative Alvin Holmes has called a meeting of the Montgomery Delegation on Monday, March 10th at 1:30 p.m., in room 622 of The State House. The Airport Bill and the Service Delivery Fee Bill should be on the agenda for discussion.

1-1 County Commission Information Session Schedule for March 10, 2014

Waived Rules Items to Consider for March 10, 2014

- 2-1 Consider Budget Change Request Number 1 and Travel Training Request Number 8, County Commission
- 3-1 Consider Budget Change Request Number 5, Probate Judge's Office
- 4-1 Consider Renewal of Contract Service Agreement with Certified Mailing Solutions, Inc., for Certified Mail Services, Revenue Commissioner's Office

- 5-1 Consider Ratification of Grant Agreement with the Alabama Department of Economic and Community Affairs regarding Weatherization Assistance Program, Grant Agreement Number DOE-028-13, County Commission
- 6-1 Consider Cooperative Agreements for the State Homeland Security Grant Program, Grant Number 2FSL (FY2012) and Grant Number 2AMS (FY2012), Sheriff's Office
- 7-1 Consider Amendment Number 3 to Contract with Johnson Controls, Inc., for Preventative Maintenance on all Heating, Ventilation, Air Conditioning and Controls, Contract Number 51901-10B-034 for the Detention Facility, County Commission
- 8-1 Consider Venue License Agreement with Garrett Coliseum regarding the Volunteer Firefighter Appreciation Day, County Commission

Items to Consider for March 17, 2014 Agenda

- 9-1 Consider Resolution regarding Performing Human Immunodeficiency Virus (HIV) Testing of Perpetrators of Sex Crimes, District Attorney's Office (One Place Family Justice Center)
- 10-1 Consider Amendment Number 2 to Contract with Pictometry International Corporation, for Pictometry Connect Internet Application, Appraisal Department
- 11-1 Consider Amendment Number 3 to Contract with Pictometry International Corporation, for Pictometry Connect View Web Component, Appraisal Department
- 12-1 Consider Board Member Appointments to Rolling Hills/Lakes Volunteer Fire Department, County Commission
- 13-1 Consider Appointment of Commissioner as a Member of the Restoration Advisory Board, due to the Resignation of Mr. Dimitri Polizos, County Commission **(This is an environmental advisory board for Maxwell/Gunter Air Force Base)**
- 14-1 Consider Renewal of Standard Software Maintenance Agreement with New World Systems Corporation regarding Financial Software, Finance Department
- 15-1 Consider Amendment Number 6 to Contract with Haynes Ambulance of Alabama, Inc., for Emergency Medical Treatment and Transportation Services for Montgomery County, Contract Number 52110-10C-018, Sheriff's Office
- 16-1 Consider Request for Proposal Number 2 from Alexander Sealcoating and Striping, Inc., regarding Sidewalk/Handicapped Ramp at the Side Entrance to the Montgomery County Department of Human Resources Building, County Commission

- 17-1 Consider Bid Award for Kitchen Supplies, Bid No. 52200-14B-001, Detention Facility
- 18-1 Consider Bid Award for Inmate Food Service, Bid No. 52110-13B-006, Sheriff's Office

Personnel Actions

- 19-1 Copy of Letter from District Attorney Daryl Bailey requesting an Irregular Step Increase for Confidential Secretary from Pay Grade A06 Step 07 to Pay Grade A06 Step 09
- 20-1 Copy of Position Fill Request for Office Runner, Position Number 408080024, District Attorney's Office
- 21-1 Copies of Position Fill Requests – Probate Judge's Office (2) (**Request to Waive Rules**)

New Requests:

- (1) Assistant Tag and License Supervisor, Position Number 750053029
- (2) Customer Service Clerk, Position Number 750016023
- 22-1 Copy of Letter from Probate Judge's Office requesting the Reallocation of a Clerk Typist II to a Customer Service Clerk and Related Position Fill Request (**Request to Waive Rules**)
- 23-1 Copy of Position Fill Request for Clerk Typist II, Position Number 900012009, Youth Facility
- 24-1 Copies of Position Fill Requests – Appraisal Department (4)

New Requests:

- (1) Appraiser II, Position Number 850196004
 - (2) Appraiser II, Position Number 850196005
 - (3) Appraiser II, Position Number 850196006
 - (4) Mapping Technician, Position Number To Be Determined
 - 25-1 Copies of Position Fill Requests – Detention Facility (5)
- New Requests:**
- (1) Corrections Officer Sergeant, Position Number 126
 - (2) Corrections Officer Corporal, Position Number 168
 - (3) Corrections Officer Corporal, Position Number To Be Determined

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

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

26-1 Copies of Position Fill Requests – Sheriff's Office (2)

New Requests:

(1) Deputy Sheriff Corporal, Position Number 020

(2) Deputy Sheriff Trainee/Deputy Sheriff, Position Number to be Determined

27-1 Copy of Position Fill Request for Custodial Maintenance Manager, Position Number 260731031, Support Services

General Information

28-1 Copy of Funding Proposal for the Youth City Program

29-1 Copy of City of Montgomery and Montgomery County Youth Initiative Presentation

30-1 Copy of Letter from Norfolk Southern Corporation regarding Proposed Abandonment and Discontinuance of Operating Rights concerning a Portion of Rail Lines in Montgomery

31-1 Copy of Email from Mike Dunn with Merchant Capital regarding Update of Montgomery County Refunding Opportunity (**Mr. Dunn would like to meet with the Commission on March 17, 2014**)

32-1 Copy of Memorandum from Public Affairs Director DiDi Henry regarding Annual Volunteer Firefighter Appreciation Day to be held Saturday, April 19, 2014

33-1 Copy of Letter from Dunbar Ramer School requesting Funding in the Amount of \$3,000 to Purchase Sports Equipment for the Athletic Program

34-1 Copy of Schedule of Upcoming Bids/Contract Renewals

35-1 Copies of Revenue Reports for February 2014 from Tax and Audit Department

36-1 Copy of Population Report for February 2014 for the Mac Sim Butler Detention Facility

37-1 Copy of Census and Fiscal Report for February 2014 for Community Corrections

38-1 Copies of Detailed Accounts Payables, paid 2/7/14, 2/14/14, 2/21/14 and 2/28/14, subject to the County Commission approval

Additional Information – No Attachments

The following employee has submitted a Notice of Application for Retirement Allowance:

- Samuel Ballard, Service Maintenance Worker III, Engineering **(10 years)**, effective April 1, 2014
- Rose Pyron, Computer Operations Manager, Information Systems **(29 years 8 months)**, effective April 1, 2014
- Elouise Whiting, Custodial Maintenance Manager, Support Services **(28 years)**, effective April 1, 2014

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION INFORMATION SESSION SCHEDULE
FOR
MARCH 10, 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. District Attorney Daryl Bailey and Chief Deputy District Attorney Azzie Taylor – Presentation regarding Irregular Step Increase for Confidential Secretary (**Personnel Action Item 19-1**) and Position Fill Request for Office Runner (**Personnel Action Item 20-1**)
- 8:20 a.m. Pastor Kyle Searcy with KCS Ministries – Presentation regarding Funding Proposal for the Youth City Program (**Information Item 28-1**)
- 8:30 a.m. Director of Leisure Services Scott Miller with the City of Montgomery – Presentation regarding Youth Initiative (**Information Item 29-1**)
- 8:50 a.m. Revenue Commissioner Janet Buskey – Presentation regarding Renewal of Contract Service Agreement with Certified Mailing Solutions, Inc. (**Waived Rules Item 4-1**)
- 9:00 a.m. County Engineer George C. Speake – Briefing regarding Engineering Operations
- 9:15 a.m. Chief Probate Clerk William Flowers – Presentation regarding Position Fill Requests for Assistant Tag and License Supervisor and Customer Service Clerk (**Personnel Action Item 21-1**) and Reallocation of Clerk Typist II to Customer Service Clerk (**Personnel Action Item 22-1**)
- 9:30 a.m. Formal Session of County Commission
- 10:00 a.m. City Planner Robert Smith, Passenger Rail Program Coordinator Brenda Jones with ADECA and Transportation Planning Engineer John Mason with HDR, Inc. – Presentation regarding Passenger Rail Feasibility Study and Proposed Abandonment and Discontinuance of Operating Rights concerning a Portion of Rail Lines in Montgomery (**Information Item 30-1**)
- 10:15 a.m. Project Manager Teresa Jackson with Central Alabama OIC, Inc. and Chairman Keith Karst with the Education and Workforce Development Council – Presentation regarding Summer Jobs Program
- 10:30 a.m. Executive Director Steve Searcy and Operations Coordinator Rhonda Garman with One Place Family Justice Center – Presentation regarding Adoption of Resolution concerning Performing Human Immunodeficiency Virus (HIV) Testing in Accordance with the Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program, District Attorney's Office (**Future Agenda Item 9-1**)
- 10:45 a.m. Juvenile Detention Director Brandi Alexander – Presentation regarding Update of Youth Facility Move and Position Fill Request for Clerk Typist II (**Personnel Action Item 23-1**)

INFORMATION SESSION SCHEDULE

PAGE 2

- 11:00 a.m. Chief Appraiser Clay Henley – Presentation regarding and Amendment Numbers 2 and 3 to Contract with Pictometry International Corporation, for Pictometry Connect Internet Application and Pictometry Connect View Web Component **Future Agenda Items 10-1 and 11-1**) and Position Fill Requests (**Personnel Action Item 24-1**)
- 12:00 Noon Adjourn

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March 6, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Budget Change Request related Travel/Training Request for Tonya Mitchell

Attached is a request from Clerk III Tonya Mitchell to attend ACCA classes to earn a Certificate in County Administration. Previously, Deputy Administrator John Mitchell, Chief Information and Technology Officer Lou Ialacci and Risk Manager Scott Kramer have obtained this certification. Ms. Mitchell has expressed a desire to obtain the Certificate in County Administration for career advancement.

The County Commission budget for Travel & Training is \$22,500 and it has a remaining balance of \$13,663. Last year, the Commission expended \$25,281, which was covered by a budget change. Considering possible budget constraints regarding this request, I am requesting a Budget Change in the amount of \$700.00 (\$175.00 x 4 classes scheduled during the current budget year).

The first class starts March 19th and I am requesting that the County Commission waive rules and approve the Budget Change Request and related Travel Request.

Thank you for your consideration.

DLM/tn

Attachment

2-1

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March 4, 2014

To: Donald Mims

From: Tonya Mitchell

Re: Certification in County Administration Training Programs

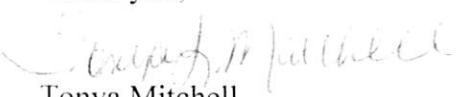
I am requesting permission to attend classes to earn the Certificate in County Administration. These classes are offered to employees through the Association of County Commissions of Alabama. Registration for each training class is \$ 175.00.

Listed below are the classes that I would like to participate:

1. Personnel Administration.
2. General Management
3. Ethics for Public Official and Employees
4. Overview of County Government
5. Finance and Revenue (when offered)

I would like begin attending the next class being offered March 19-20, 2014. Thank you for your consideration.

Thank you,


Tonya Mitchell

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	County Commission	REVIEWED:	S. Thomas	3/5/2014
DATE:	3/5/2014	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Registration and Travel	001-51100.265	22,500	700	23,200
Contract Services	001-59310.304	97,500	-700	96,800
TOTAL		120,000	0	120,000

JUSTIFICATION:

To increase the County Commission travel budget to cover the cost of classes for a Certificate in County Administration for Tonya Mitchell.

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Date: March 5, 2014
To: Donald L. Mims, Administrator
From: Tonya L. Mitchell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, Al
Departure Date: March 19, 2014 Return Date: March 20, 2014
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend Personnel Administration
Marriot Legends in Prattville, Al

Traveler (s) Name: 1. Tonya L. Mitchell 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$201.88 Advance Registration Required: \$175.00

Department Name: Administration Fund Name: General

Additional Comments: Registration - \$175.00; Mileage - \$26.88

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

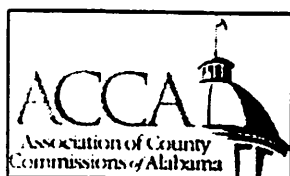
The above request is app. 03/10/14 reimbursement of actual and necessary expenses in the
approximate amount of \$201.88 and advance registration of \$175.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$7,734.37</u>	
Budget Available:	<u>\$14,765.63</u>	
Current Requests:	<u>\$376.88</u>	
Budget Balance:	<u>\$14,388.75</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 3/5/2014
cc: Finance Director / Buyer

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Certificate in county administration

Earning the Certificate in County Administration

All participants seeking the Certificate in County Administration must attend all 12 hours of each course, plus receive a satisfactory grade on the class exam to receive credit for the course. Classes may be taken in any order.

Basic-Level Classes

All participants must complete each of the four Basic-Level courses (48 hours) available to all participants in the County Government Education Institute.

Certification-Level Classes

Participants must also complete one elective course for a total of five 12-hour classes (60 total hours). Electives may include:

- Communication and Media Relations
- Legislative and Governmental Relations
- Conflict Management
- General Management and Supervision
- General Accounting, Financial Management and Planning
- Managing Employee Conflict

CGEI course schedule

There are no continuing education requirements for persons receiving the Certificate in County Administration. However, these persons are strongly encouraged to continue attending conferences and training courses for updated information. CGEI will maintain a record of the continuing education efforts of persons with the Certificate in County Administration designation.

CATEGORY NAVIGATION

[Certificate in county administration](#)
[Certified county administrator](#)

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LEGISLATION

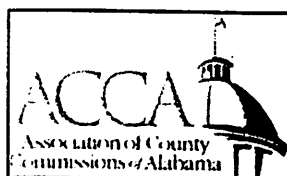
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Basic-level certificate

The Basic-Level Training Program consists of four classes designed to provide county personnel with a solid overview of county government.

The Basic-Level courses are required for personnel participating in one of the certification programs, but these classes are also available to employees working in other areas of county government. Personnel in county emergency management departments and county revenue offices are encouraged to participate in the Basic-Level Program. Additionally, this program is open to staff in the sheriff's office, probate office, and tax offices.

Each class includes 12 hours of instruction conducted at a day-and-a-half training session. Personnel may take any or all of the four classes, and a Certificate of Completion will be awarded to all who satisfactorily complete all four classes.

The courses are:

Overview of County Government — This class provides a general overview of the workings of county government. Topics include the role of the county commission, the functions of county commission offices and departments, interplay with other county offices, and the many constitutional and statutory provisions that govern how county government works.

Ethics of County Officials and Employees — It is imperative that all county employees develop a good understanding of Alabama's Ethics Law and its impact on both employees and public officials serving in county government. This course will provide county employees with a sound practical understanding of the concept of ethics and a thorough foundation on Alabama's Ethics Law and other constitutional and statutory provisions affecting the actions of county officials and employees both on and off the job.

Personnel Administration — This course is designed to provide agency heads and staff with an understanding of federal and state employment laws, along with some best practices training on hiring and firing, leave policies, and other personnel issues important to the proper and effective administration of county offices.

Finance and Revenue — The county commission is responsible for the financial well-being of the county, and all county employees benefit from an understanding of county revenue and budgetary matters. This course explains the development and management of the county general fund budget, outlines county revenue sources including the collection and distribution of those revenues, and provides an overview of financial management and auditing requirements.

[CCGEI course schedule](#)

CATEGORY NAVIGATION

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MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 5

DEPARTMENT:	JUDGE OF PROBATE	REVIEWED: S. Thomas	2/20/2014
		Finance Director	Date
REQUESTED BY:	JUDGE STEVEN L. REED	APPROVED:	
Elected Official/Dept. Head	Date	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
SUPPLIES	001-51300-211	82,000	(22,001)	59,999
GAS	001-51300-245	565	(565)	0
POSTAGE	001-51300-252	116,546	20,000	136,546
DUES	001-51300-303	834	566	1,400
CONTRACT SERVICES	001-51300-304	7,945	2,000	9,945
TOTAL		207,890	0	207,890

JUSTIFICATION:

To realign budget categories to cover postage, annual dues, and contract services.

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



March 5, 2014

MEMORANDUM

TO: Elton Dean, Chairman, Montgomery County Commission
Montgomery County Commissioners

FROM: Janet Buskey, Montgomery County Revenue Commissioner

SUBJECT: Approval of Contract – Certified Mail Services

We respectfully request that the Montgomery County Commission waive rules to approve the revised contract for certified mail services to process the probate notices. Services will be provided by Certified Mailing Solutions, Inc. This contract is a renewal. The contract is attached.

Thank you for your consideration.

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

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Certified Mailing Solutions, Inc Contract Service Agreement

Page 1:

THIS AGREEMENT (this "Agreement") for Automated Mail Service is executed on the date below by and between **Certified Mailing Solutions, Inc, 180 Chandalar Place Dr, Pelham, AL 35124** (hereinafter "CMSI") and **Montgomery County Commission, 101 South Lawrence Street, Montgomery, AL 36104** (hereinafter "CLIENT").

Term. This Agreement shall begin on acceptance of this agreement and shall be for a period of One(1) Year. Termination can be enforced if CMSI or CLIENT fails to comply with this contract. A written notice 30 days prior to the termination date must be presented. The agreement is subject to change if agreed upon in writing by both parties.

Service. No warrantee is provided to the CLIENT for any CMSI software or CMSI Automated Mail Services. The CLIENT shall accept all responsibility for transmitting to CMSI data letter files for mail service printing and processing. Each letter file will be processed automated for error-free processing and address pre-sorting. Rates represent CMSI's total-price-per-letter (includes postage, printing, materials, forms and special service fees including entering CLIENT's letters into the United States Postal Service mail stream). All data received after 12:00 Noon EST will be processed and will enter the U.S. Postal Service mail stream the next business day. No minimum numbers of letters are required. CMSI shall provide at no additional charge, ETC-Electronic Tracking and Confirmation™ and ERR - Electronic Return Receipt™ internet based system. These systems track and report CLIENT's mailing. The system will allow CLIENT to print USPS mailing manifest, ETC, ERR and other reports Data and tracking activities are authored by the United States Postal Service (USPS) and displayed through CMSI software. CMSI's ETC and ERR data is updated each business day from data collected by the U.S. Postal Service and will be made available within the CMSI systems. Various reports may be printed or downloaded and printed for each mailing.

Price. CMSI will process and mail all of CLIENT's mail for a per piece rate equal to the postal rate for the item plus the automated service charges that equal the total sales price as published in the CMSI Rate Card attached. Our service includes data processing, finishing, printing, folding and entry into the USPS mailstream. In addition you receive use of our on-line software and 7 year archive service for each article mailed. Cost for this 2014 service is \$6.14 per unit (\$.49 1st class postage, \$3.30 USPS Certified Mail Fee, \$1.35 USPS Signature and CMSI service fee \$1.00). USPS prices are subject to change with 30 days advance notice, however Client service charges agreed in this contract will not change for the term of this contract; unless agreed upon in writing by both parties.

Payment. CLIENT shall remit payment in full to CMSI for all services no later than 10:00 AM EST the same business day of transmission to CMSI of such mail to ensure same day mailing of CLIENTS Letters. Payment to CMSI shall be via Credit Card, ACH or any other cash equivalent. Please note under CMSI/CLIENT agreement: Checks or certified checks received one or more days prior to mail date are acceptable.

Use of CLIENT's Name. CLIENT hereby consents to CMSI's general publication to any third party or the general public for any and all reasons whatsoever of (a) the existence of this Agreement and (b) that CLIENT is a CLIENT of CMSI's Automated Mail Services.

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Thanks for considering Future Computer Systems for your Certified Mail needs. Pricing is as follows:

1. Certified Mail with ERR-Electronic Return Receipt®, ETC-Electronic Tracking Confirmation®, Electronic Signature, (Tri-fold mailer \$5.65) (6X9 Envelope \$5.78)
2. **Certified Mail with ERR-Electronic Return Receipt®, ETC-Electronic Tracking Confirmation®, Signature, Restricted Delivery, (Tri-fold mailer \$10.15) (6X9 Envelope \$10.28)**
3. Certified Mail with Classic "Green Card", ETC-Electronic Tracking Confirmation®, (Tri-fold mailer \$6.80)
4. Certified Mail with Classic "Green Card", ETC-Electronic Tracking Confirmation®, Signature, Restricted Delivery, (Tri-fold mailer \$11.20)

Number 2 is the service you are currently using. When you add in the cost for paper (.01), envelopes (.05), toner/printer(.01), labor (\$12.00 hr= 2.40 per piece), and trips to Post Office, we should save you over \$3000 in actual expense while providing the ERR-Electronic Return Receipt® and Electronic Signature for seven (7) years.

Please feel free to contact us with any questions you have regarding our pricing and or services.

Thanks again for your time,

Risk of Loss. CLIENT agrees that CMSI, its agents, servants, officers and affiliates shall not be liable for any loss, cost or damage arising out of any errors or practices in information or processing by the CLIENT or the United States Postal Service.

Confidentiality. CLIENT shall treat as confidential and not disclose or permit to be disclosed to any third party, any proprietary information of CMSI to include information concerning the software or process used by CMSI or the pricing and related marketing information with respect to the relationship between CMSI and CLIENT. CMSI shall hold as confidential and not disclose or permit to be disclosed to any third party all non public information provided by CLIENT to include customer or other mailing list information.

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

Entire Agreement. This instrument, with all referenced exhibits, contains the entire agreement between the parties and supersedes all other representations, proposals, understandings, correspondence and agreements, there being no representations, agreements, or understandings other than those stated herein. No course of dealing, or custom or usage of any trade that varies from or is inconsistent with the terms and conditions of this Agreement shall be binding or have any effect on the parties hereto. Any differences between this Agreement and any other agreement entered into by CMSI or CLIENT shall not be considered in any respect in interpreting or construing this Agreement.

Accepted by Client: Montgomery County Commission

Signature: _____

Title Chairman

Date: _____

Accepted by Certified Mailing Solutions, Inc.:

Signature _____

Title President

Date: _____

Attachment: Certified Mailing Solutions, Inc. Rate Sheet 2006-A, Effective Date: Accepted by Client above

4-4

Certified Mailing Solutions, Inc. - Rate Sheet

Effective: January 26, 2014

Description of Services: CMSI provides full-service printing and mailing services for USPS Certified Mail, Certificates of Mailing and First Class mail. Our Web Site offers 24/7 processing. The CMSI Intranet system includes our custom FTP or secure SSL site, with daily programming and data file conversion services at no additional charge.

Certified Mail with ERR-Electronic Return Receipt® and ETC-Electronic Tracking Confirmation®	Price
Tri-fold self mailer	\$4.79
6 x 9 Envelope	\$4.79
9 x 12 Flat Envelope	\$5.28

Certified Mail with ERR-Electronic Return Receipt®, ETC-Electronic Tracking Confirmation®, and eSignature	Price
Tri-fold self mailer	\$6.14
6 x 9 Envelope	\$6.14
9 x 12 Flat Envelope	\$6.63

Certified Mail with Classic "Green Card" and ETC-Electronic Tracking Confirmation®	Price
Tri-fold self mailer	\$7.73

Certified Mail with Classic "Green Card" and ETC-Electronic Tracking Confirmation® with Restricted Delivery	Price
Tri-fold self mailer	\$12.73

Certified Mailing Solutions, Inc. - Rate Sheet

Effective: January 26, 2014

Certificate of Mailing (Proof of Mailing) - Includes Manifest Report, Mailing Certificate and ETC-Electronic Tracking Confirmation®	Price
Tri-fold self mailer*	\$1.45
6 x 9 Envelope*	\$1.45
9 x 12 Flat Envelope*	\$1.65
*Minimum of 13 letters otherwise a \$7.80 postal surcharge per mailing.	

First Class Mail – Includes ETC-Electronic Tracking Confirmation®	Price
Tri-fold self mailer	\$1.20
6x9 Envelope	\$1.20
9 x 12 Flat Envelope	\$1.45

Additional Services from CMSI	Price
Print, Inserting & Folding (per page)	\$.03
Courtesy Reply Envelope (CRE/BRE)	\$.05
Imaging service (per image)	\$.05
Electronic Signature	\$1.35
New Document set-up or revision with proof	\$150 Waived for Volume

Custom Intranet discounted rates are available to clients with annual contracts and mailing volumes in excess of 80,000 monthly

** Rates are based on an envelope with a document weight up to 1 oz, and up to 2 oz for 9x12 envelopes. Additional postage will be charged as necessary to meet USPS mail requirements. All rates are subject to change by any USPS Postal Service Rate Increases. Funds must be available at the time of mailing. Payments are accepted by Check, ACH, Visa, MasterCard, Wire Transfer or a CMSI postal account maintained by CMSI.

**Certified Mailing Solutions, Inc.
180 Chandalar Place Drive
Birmingham, AL 35124
Phone (800) 946-3274**

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

March 6, 2014

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

RE: Weatherization Assistance Program (WAP) Grant DOE-028-13

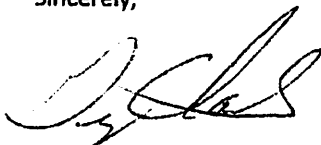
Dear Mr. Mims,

The Weatherization Assistance Program (WAP) Grant DOE-028-13 for Montgomery County in the amount \$98,450.00 has been awarded for the weatherization of 10 homes. CARPDC recommends, that the contract be approved by the Montgomery County Commission. In addition, authorizing the Chairman, Commissioner Dean, to sign all agreements, understandings and contracts associated with the Weatherization Assistance Program (WAP) Grant DOE-028-13.

The grant is for FY13, we are anticipating the FY14 grants within the next few months. The amount of the FY14 allocation and the number of units are believed to be in the range of this grant. CARPDC will be finished with this grant within the time frame allotted.

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

Sincerely,



Greg Clark,
Executive Director

GRANT AGREEMENT WEATHERIZATION PROGRAM

Grant Agreement No.: **DOE-028-13**
Grant Amount: **\$98,450.00**

THIS AGREEMENT is entered into as of **September 11, 2013**, by and between the **Alabama Department of Economic and Community Affairs, Energy Division**, hereinafter, called the "**Department**," and the **MONTGOMERY COUNTY COMMISSION**, hereinafter, referred to as the "**Subgrantee**." The Agreement consists of five typewritten pages and three attachments, as set forth and described below:

1. PURPOSE:

The purpose of this Agreement is to assist the Department with its implementation of the Weatherization Assistance Program. The Subgrantee agrees to provide home weatherization assistance to qualified low-income persons in accordance with Department and Federal Regulations and Guidelines.

2. FUNDING:

It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subgrantee under this Agreement exceed **\$98,450.00** for full and complete satisfactory performance. Any additional costs shall be borne by the Subgrantee. A budget itemizing allowable expenditures is attached and hereby made a part of this Agreement.

3. DURATION:

The Subgrantee shall commence performance of this Agreement on **September 11, 2013**, and shall complete performance to the satisfaction of the Department not later than **March 31, 2014**.

4. CONTINGENCY CLAUSE:

It is expressly understood and mutually agreed that any Department commitment of funds, herein, shall be contingent upon the receipt and availability by the Department of funds under the program for which this Agreement is made.

5. AMENDMENTS:

The Department or Subgrantee may request Amendments or Modifications to various portions of this Agreement. Such changes must be made in writing and approved by all signatory authorities prior to implementation.

6. REPORTING:

The Subgrantee shall submit to the Department periodic reports on programmatic and fiscal operations. These reports shall be submitted in the form and manner determined by the Department. The reports are described in Attachment "C" and directives from the Program Manager for which this Agreement is made. It is expressly agreed that full compliance with programmatic, fiscal, and reporting requirements is a condition for the continuation of funds under this Agreement. Failure to submit such reports in a timely manner could result in the termination or suspension of funds (see paragraph 13).

7. AUDITS:

The Subgrantee agrees to comply with audit requirements contained in the ADECA Audit Policy and any amendments thereto. All applicable provisions of the Department's Audit Policy document are made a part of this Agreement to include any Amendments.

Pursuant to Act 94-414, please forward a copy of every audit report issued as a result of this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts; P.O. Box 302251; Montgomery, AL 36130-2251; Attn: Audit Report Repository.

8. AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS:

The Department shall not enter into a contract, agreement, grant, etc., with any individual, agency, company, governmental entity, etc., who has an unresolved audit exception or unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. The Department shall not enter into a contract, agreement, grant, etc., with any individual, agency, company, governmental entity, etc., who owes money to any division of the Department or to the Federal Government under any program administered by any division of the Department that has not arranged a repayment schedule.

9. COMPLIANCE WITH LOCAL LAWS:

The Subgrantee shall comply with applicable laws, ordinances, and codes of the State and local government.

10. COVENANT AGAINST CONTINGENT FEES:

The Subgrantee warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Grant Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the Department shall have the right to annul this Grant Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

11. DISCLAIMER:

- A. The Department specifically denies liability for any claim arising out of any act or omission, by any person or agency receiving funds from the Department, whether by contract, grant, loan, or by any other means.
- B. No Subgrantee, Subcontractor, or Agency performing services under any agreement, contract, grant, or any other understanding, oral or written, other than an actual employee of the Department shall be considered an agent or employee of the State of Alabama or the Department or any Division thereof. The State of Alabama, the Department and their agents and employees assume no liability to any Subgrantee, Subcontractor, or Agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subgrantee, Subcontractor, or Agency or any other person.

12. NOT TO CONSTITUTE A DEBT OF THE STATE:

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

For any and all disputes arising under the terms of this Grant Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

13. TERMINATION OR SUSPENSION:

See Attachment "C", Section III, Termination or Suspension, for conditions governing termination or suspension of this Agreement.

14. POLITICAL ACTIVITY:

The Subgrantee will comply with the Hatch Act (5 U.S.C. §1501, *et seq.*) regarding political activity by public employees or those paid with Federal Funds. None of the funds, materials, property, or services contributed by the Subgrantee or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

15. NONDISCRIMINATION:

The Subgrantee shall be and is prohibited from discriminating on the basis of race, color, religion, sex, age, national origin, or disability.

16. CONFLICT OF INTEREST:

The Subgrantee, by his signature, certifies that to the best of his knowledge and belief, no conflict of interest(s) existed or now exist which have, may have, or have had an effect on the Grant or Contract Award. Conflict is defined in OMB Circular A-102 (Revised Common Rule), and in OMB Circular A-110.

17. ACCESS TO RECORDS:

The head of the Federal Grantor Agency, the Comptroller General of the United States, the Director of the Department, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the Subgrantee and its Subgrantees/Subcontractors to make audits, financial reviews, examinations, excerpts, and transcripts. These records shall be kept for a period of at least three years from the receipt of final payment, or longer if cited in Operations Manual for Weatherization Programs with the exception of the following qualification:

"If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved."

Records for non-expendable property acquired with Federal Funds shall be retained for three years after its final disposition.

18. TOBACCO SMOKE:

Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States of local governments by Federal grant, contract, loan or loan guarantee.

19. DEBARMENT AND SUSPENSION:

The Subgrantee is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal assistance programs (Executive Order 12549).

A. The Subgrantee certifies, by entering into this Grant Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant Agreement by any Federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subgrantee.

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

20. OPEN MEETINGS ACT:

Subgrantee agrees to adhere to all of the requirements of Act No. 2005-40 (Alabama Open Meetings Act).

21. ATTACHMENTS:

The parties agree that the following described attachments, appended hereto and made a part of this Agreement, shall be considered as binding as any other provisions of this Agreement. These attachments are as follows:

ATTACHMENT	DATE	NUMBER OF PAGES
A: Work to be Performed	September 11, 2013	1
B: Budget Sheet	September 11, 2013	1
C: Special Terms and Conditions	September 11, 2013	8

22. The Subgrantee shall be responsible for complying with any and all State laws which shall be applicable under the terms and provisions of this Agreement including but not limited to the Alabama Competitive Bid Law, any State permitting requirements, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535).

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

23. **TRANSPARENCY ACT REQUIREMENTS:** Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

24. **DRUG-FREE WORKPLACE REQUIREMENTS:**

In accordance with provisions of Title V, Subtitle D of Public Law 100-690 (41 USC 701 et. seq.), the "Drug-Free Workplace Act of 1988," all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment. (See 2 CFR Part 382)

25. **RELIGIOUS ACTIVITY PROHIBITIONS:**

Direct Federal grants, sub-awards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship,

or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR 87)

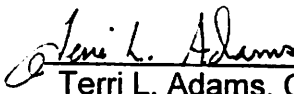
26. HUMAN TRAFFICKING PROVISIONS:

These awards are subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

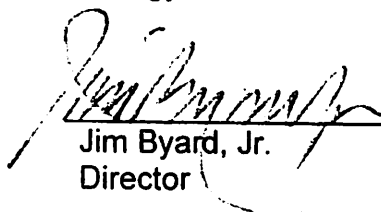
IN WITNESS WHEREOF, THE DEPARTMENT AND THE SUBGRANTEE HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW.

**Alabama Department of Economic and
Community Affairs**
Department

MONTGOMERY COUNTY COMMISSION
Subgrantee

 January 31, 2014
Terri L. Adams, Chief Date
Energy Division

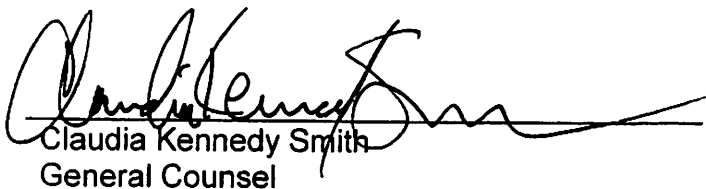
Authorized Official for Subgrantee Date

 February 6, 2014
Jim Byard, Jr. Date
Director

Subgrantee Witness Date

This Agreement has been reviewed for content, legal form, and complies with all applicable laws, rules, and regulations of the State of Alabama governing those matters.

Approved as to Form by Legal:


Claudia Kennedy Smith
General Counsel

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT NO. DOE-028-13

ATTACHMENT A

WORK TO BE PERFORMED

September 11, 2013

1. The Subgrantee shall weatherize a minimum of 10 dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subgrantee shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

COUNTY

NUMBER OF UNITS

MONTGOMERY	10

2. If funds remain after the specified number of dwellings have been completed, it is mutually understood that additional dwellings will be weatherized until all available Grant Funds have been utilized.

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT AGREEMENT: DOE-028-13

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE/ INCREASE	TOTAL
ADMINISTRATIVE	\$5,448.00		\$5,448.00
PROGRAM OPERATIONS	\$61,002.00		\$61,002.00
HEALTH AND SAFETY	\$20,000.00		\$20,000.00
AGENCY LIABILITY INSURANCE	\$0.00		\$0.00
TRAINING & TECHNICAL ASSISTANCE	\$5,000.00		\$5,000.00
FINANCIAL AUDIT	\$7,000.00		\$7,000.00

GRAND TOTAL: \$98,450.00

C E R T I F I C A T I O N

GRANTEE LEGAL
NAME:

MONTGOMERY COUNTY COMMISSION

AGREEMENT NO. DOE 028-13

Signature: _____

FEIN NO. 63-6001653

Typed Name: _____

DUNS NO. 099839086

Title: _____

Signature: _____

Typed Name: _____

Title: _____

This is to certify that the above persons are authorized to sign reports or requests for payment and other legal instruments associated with the grant agreement number referenced above, as submitted to the Alabama Department of Economic and Community Affairs, as part of a condition for the payment of funds to the agency. Any one of the three signatures on this certificate may be accepted.

OFFICIAL SEAL
(if available)

Board Chairperson (name and signature)
Commissioner Elton N. Dean, Sr.

Street Address

P.O. Box 1667

Montgomery, Alabama 36102-1667

Date February 20, 2014

MAILING ADDRESS:

Montgomery County Commission

P.O. Box 1667

Montgomery, Alabama 36102-1667

LOCATION OF ENTITY RECEIVING

AWARD:

CARPDC

430 S. Court St.

Montgomery, Alabama 36104

Phone No. 334-262-4300

TO: ANY JUDGE

RE: GRANT NO. DOE-028-13

Montgomery County Commission, hereby specifically, intentionally, and unconditionally agrees and affirms that the terms and commitments contained in the documents pertaining to this grant/contract shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended. It is further agreed that if any provision of this grant/contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this grant/contract, be enacted, then that conflicting provision in the grant/contract shall be deemed null and void. The grantee's/contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this grant/contract, the parties hereto agree, in compliance with the recommendations of the Governor and the Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

Authorized Official of **Montgomery County Commission**

D.T. MARSHALL, SHERIFF



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

February 25, 2014

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : Homeland Security Grant
Grant #2FSL
Grant 2AMS

Please place Grant #2FSL and Grant #2AMS on the County Agenda for 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 grants. Your assistance in this matter will be appreciated.

DC/tb

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

1. Grantee Name & Address: Montgomery County Sheriff's Department 115 S. Perry St. Montgomery, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2012	4. Amount of: Federal: \$32,297.00 Total: \$32,297.00	5. Effective Dates Begin: 2/10/2014 End: 4/16/2014	6. Grant Number: 2AMS

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

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

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

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

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

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6-2

**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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D.C.
6-3

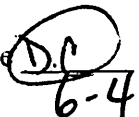
**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

- 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:

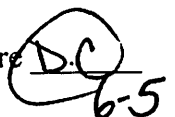
- a. Effective control and accountability must be maintained for all grant-purchased property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should ensure proper use, maintenance, protection and preservation of such 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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**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

f. Other good cause shown.

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

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

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

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

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

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**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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 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.
35. Special Instructions: This grant is for the purchase of protective gear for the Montgomery Police Department. Regarding the use of the equipment purchased with this grant, the Montgomery Police Department agrees that in the case of civil disturbance the State may request assistance from the Region 4 LE Team to respond with this equipment and necessary personnel.
- Montgomery Police Department Chief: KEVIN J. MURPHY (print)

[Signature] (sign)

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

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

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address: 115 S. 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: Derrick Cunningham

Date: 2/25/14

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name:

Title:

Agency Address:

Phone Number:

Signature:

Date:

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Secretary, Alabama Law Enforcement Agency

Signature: Spencer Collier

Date: 2/20/2014

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

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

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

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

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

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

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

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

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

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

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

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

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

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

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

Form Completed By

Name:

Title:

Signature:

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

1. Grantee Name & Address: Montgomery County Sheriff's Department 115 S. Perry St. Montgomery, AL 36104-4243		2. Issuing Office & Address: Alabama Department of Homeland Security P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2012	4. Amount of: Federal: \$21,800.00 Total: \$21,800.00	5. Effective Dates Begin: 2/10/2014 End: 4/16/2014	6. Grant Number: 2FSL

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

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

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

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

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

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

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

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D.C.
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**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

- a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
- b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
- c. The accounting system should provide accurate and current financial reporting information;
- 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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**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

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

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

- a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Grant funds may be used to cover only the portion of the rental/lease period that occurs during the grant project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
- b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
- c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with ALEA. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA, ALEA) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the grant (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (ALEA). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for space. Please note that the grant can only be charged for the grant's portion of rental costs. The grant cannot be used for mortgage payments as this is unallowable.
28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a sub-grantee for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.
- b. Failure to adhere to the requirements, standard conditions or special conditions of this grant, including property accountability and vehicle usage.
- c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been approved for funding.
- d. Failure to submit reports on a semi-annual basis and as otherwise required.
- e. Filing a false certification, other report or document.
- f. Other good cause shown.
29. National Incident Management System (NIMS): The State met the NIMS compliance requirements in order to receive FY13 homeland security grant funding. The jurisdictions and agencies that established NIMSCAST accounts and submitted their annual rollups by the annual deadline are also eligible to receive FY13 homeland security grant funding.
- a. County sub-grantees of FY13 Homeland Security grants (i.e., those that met the NIMS compliance requirements) may only allocate or use HS funding for those cities, towns, and agencies that also met the annual NIMS deadline. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.
- b. If any County allocates or uses FY13 Homeland Security funding for a city, town or agency that is not NIMS compliant, ALEA will not process the reimbursement request and it will be returned without action.

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

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

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**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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 the purchase fingerprint scanner hardware/software to assist with info sharing between several LE agencies.

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

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

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address: 115 S. 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: Derrick Cunningham

Date: 2/25/14

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name:

Title:

Agency Address:

Phone Number:

Signature:

Date:

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Secretary, Alabama Law Enforcement Agency

Signature: Spencer Collier

Date: 2/20/2014

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

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

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

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

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

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

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

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

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

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

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

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

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

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

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

Form Completed By

Name:

Title:

Signature:

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MONTGOMERY COUNTY COMMISSION
PURCHASING OFFICE
P.O. BOX 1667
MONTGOMERY, AL 36102

AMENDMENT
TO
CONTRACT NO. 51901-10B-034

AMENDMENT NO. 3

DATE: February 13, 2014

CONTRACT NO. 51901-10B-034, FULL PREVENTIVE MAINTENANCE ON ALL HEATING, VENTILATION, AIR CONDITIONING AND CONTROLS FOR THE NEW MONTGOMERY COUNTY DETENTION FACILITY, IS HEREBY AMENDED AS FOLLOWS:

-CONTRACT PERIOD IS EXTENDED FOR AND ADDITIONAL NINETY (90) DAYS, BEGINNING MARCH 1, 2014 AND ENDING MAY 31, 2014.

-THE QUARTELY PRICING OF \$9,965.00, SPECIFICATIONS AND SPECIAL PROVISIONS SHALL REMAIN THE SAME.

WITNESS: JOHNSON CONTROLS, INC.

_____ BY: _____

TITLE: _____

WITNESS: MONTGOMERY COUNTY
COMMISSION

_____ BY: _____

TITLE: _____

Tammy Nix

From: Tammy Turner
Sent: Thursday, February 13, 2014 3:05 PM
To: Donald Mims
Cc: Tammy Nix
Subject: Contract Extension for Preventive Maintenance at the Detention Facility
Attachments: Document1.docx

Donnie,

Attached is Amendment 3 for a 90 day extension on the Preventive Maintenance at the Detention Facility. The contract expires on February 28, 2014. This will give us time to put a bid out. If there are no changes let me know and I will bring original copy over.

Thanks

Tammy Turner



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

MEMORANDUM

March 10, 2014

TO: Montgomery County Commission

FROM: DiDi Henry 
Public Affairs Director

SUBJECT: Rental Agreement for the VFF Event at Garrett Coliseum

Attached is the rental agreement from the Garrett Coliseum for the Volunteer Firefighter Appreciation Day scheduled for Saturday, April 19th. The rental fee for the day is \$1,800, and we will need to return the contract to them as soon as possible. Therefore, I am asking that the Commission approve this contract and, at Commissioner Ingram's request, that it be put on the March 10, 2014 agenda as a waive rules item. The rental fee can be paid through my contract services budget and through a budget change from my advertising budget.

Thank you.

VENUE LICENSE AGREEMENT

This license agreement ("Agreement") is entered into as of February 11, 2014 by and between Garrett Coliseum Redevelopment Corporation ("Licensor"), whose business address is P.O. Box 3254, 1555 Federal Drive, Montgomery, AL 36109 and Montgomery County Commission ("MCC"), whose business address is P.O. Box 1667, Montgomery, AL 36102. For and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Purpose and Term. Licensor hereby grants to MCC the privilege and license to use the facility known as Garrett Coliseum located in Montgomery, Alabama (the "Venue") for the purpose of holding a live entertainment event featuring a Fire Fighter Appreciation Day (the "Event") on April 19, 2013 (to include load-in and load-out).

2. License Fee. As compensation for the grant of the license herein and for the use of the Venue as provided herein, MCC agrees to pay to Licensor a license fee in the amount of One Thousand Eight Hundred and No/100, (\$1,800.00).

3. Use of Venue. Licensor shall provide the Venue to MCC operational and fully-staffed (including, without limitation and as applicable, a reasonable amount of well-trained, professional and licensed security personnel, certified bar staff, door staff, and merchandise sellers). MCC shall assume the expense associated with any personnel provided by Licensor over and above the Licensor's basic operational staff. Licensor will be solely responsible for all day-to-day maintenance, repair and upkeep of the Venue and all applicable building systems servicing same (e.g. electric, plumbing, fire safety and suppression) and any and all necessary capital repairs and replacements to keep the Venue safe and in compliance with applicable laws, regulations, codes and ordinances. Nothing contained herein shall be construed as creating a lease between MCC and Licensor. Licensee shall not be responsible for any damages alleged to have been caused to the Venue by the Event unless Licensee is given notice of and an opportunity to inspect such damages within 48 hours of the Event. In no event shall Licensee be responsible for any pre-existing conditions or damages caused by Licensor or its employees, agents or contractors.

4. Event Revenues.

(a) Except as otherwise provided herein, MCC will retain one hundred percent (100%) of all Event-related revenues. Sale of merchandise shall be in accordance with merchandise rates agreed upon with the performing artist(s). All ticket sales arrangements shall be subject to the approval of MCC.

(b) Unless otherwise agreed by the parties, Licensor shall retain the exclusive right to sell all food and beverages and retain one hundred percent (100%) of the profits therefrom. MCC is responsible for any and all taxes (10%) on merchandise sold.

(c) If the Licensor is holding box office revenues and receipts relating to the Event, such box office revenues and receipts shall be held by Licensor in trust for the benefit of MCC pending the cash settlement described in the Agreement. Upon the completion of the cash settlement, all remaining revenues and receipts due to MCC shall be paid to MCC consistent with the terms of this Agreement and be released from trust only upon such payment. Licensor agrees that should it become a debtor or debtor-in-possession in any bankruptcy proceeding, then the revenues and receipts due MCC shall not become property of the estate, and further agrees that Licensor shall hold only legal title to such funds and no equitable interest therein, until the revenues and receipts due to MCC are actually paid to MCC by Licensor. Consistent with the terms of the Agreement, Licensor expressly agrees that all such funds will be held in trust pending payment to MCC regardless of the name or title of any account in which the funds are located, or the identity of the account holder. In the event that MCC shall declare in writing to Licensor its insecurity with regard to receiving payment in accordance with the settlement provisions of the Agreement, and shall fail to receive, within five days of such written declaration of insecurity, sent in accordance with this Agreement, adequate assurance of future performance by Licensor, then MCC shall be permitted to terminate the

Agreement immediately upon written notice to Licensor, in addition to any other rights or remedies available to MCC.

(d) MCC shall have the exclusive right to enter into sponsorship relationships related to the Event, for which MCC shall retain all proceeds. Furthermore, MCC shall have the right to include such sponsors in any advertising in connection with the Event, including but not limited to, posting temporary signage at the Venue. Licensor shall not enter into any sponsorship relationships in any way related to the Event without the prior written approval of MCC.

5. Licensor's Representations, Warranties & Covenants.

(a) Licensor hereby represents and warrants to MCC that Licensor owns and/or operates the Venue and has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby. Licensor agrees that this Agreement is a valid obligation of Licensor and is binding upon Licensor in accordance with the terms hereof. Adequate, secured parking will be provided by Licensor at the Venue, free of charge, to a mutually agreed upon number of MCC's working personnel and the performing artist(s).

(b) Governmental Licenses. Owner shall maintain or cause to be maintained, all licenses, permits, consents, approvals, authorizations, qualifications and orders of governmental authorities required for the ownership, use or operation of the Venue.

(c) Compliance. Owner has operated and maintained, and shall continue to operate and maintain, the Venue so as to comply with all applicable laws, ordinances, codes, regulations and restrictions, including, without limitation, the Americans with Disabilities Act and Venue maximum occupancy limits.

6. MCC's Representations, Warranties & Covenants.

(a) Authority. MCC hereby represents and warrants that it has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby and that this Agreement is a valid obligation of and is binding upon MCC. MCC warrants the respective undersigned's authority to execute this Agreement on MCC's behalf.

(b) Compliance. MCC shall comply with all laws, ordinances, codes, regulations or restrictions, rights applicable to its activities contemplated in this Agreement.

7. INDEMNIFICATION.

MCC SHALL INDEMNIFY, DEFEND AND HOLD LICENSOR AND ITS AFFILIATED ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, LIABILITIES, JUDGMENTS, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ASSERTED AGAINST LICENSOR AND ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACT OR OMISSION OF MCC IN CONNECTION WITH THE EVENT OR MCC'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGE. THE PARTIES AGREE, HOWEVER, THAT MCC SHALL NOT BE OBLIGATED TO DEFEND OR INDEMNIFY LICENSOR FOR ANY CLAIMS, DEMANDS, SUITS, LIABILITIES, EXPENSES, ETC. THAT ARISE OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR CONTRACTORS, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, LICENSOR'S USE OR MAINTENANCE OF THE VENUE.

LICENSOR SHALL INDEMNIFY, DEFEND AND HOLD MCC, AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES AND AFFILIATED ENTITIES, AND EACH OF THEIR RESPECTIVE

OFFICERS, DIRECTORS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "MCC PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, LIABILITY, JUDGMENTS, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ASSERTED AGAINST ANY OF THE MCC PARTIES AND ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OF LICENSOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR CONTRACTORS IN CONNECTION WITH THE EVENT OR LICENSOR'S PERFORMANCE OF ITS OBLIGATIONS IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGE. THE PARTIES AGREE, HOWEVER, THAT LICENSOR SHALL NOT BE OBLIGATED TO DEFEND OR INDEMNIFY THE MCC PARTIES FOR ANY CLAIMS, DEMANDS, SUITS, LIABILITIES, EXPENSES, ETC. THAT ARISE OUT OF A MCC PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. LICENSOR WILL BE SOLELY RESPONSIBLE FOR AND WILL INDEMNIFY, DEFEND AND HOLD THE MCC PARTIES HARMLESS FROM AND AGAINST ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY STRUCTURAL OR PREMISES-RELATED DEFECTS OF THE VENUE OR LICENSOR'S MAINTENANCE AND USE THEREOF.

EACH PARTY SHALL PROMPTLY PROVIDE THE OTHER PARTY WITH PROMPT NOTICE OF ANY CLAIM OR LAWSUIT FOR WHICH IT ASSERTS RIGHTS UNDER THE FOREGOING DEFENSE AND INDEMNITY OBLIGATIONS.

8. Insurance Requirements. Each party shall maintain and pay all premium costs and deductibles, if any, for the following insurance coverages in amounts not less than specified throughout the duration of the Event, to include load-in and load-out:

(a) Statutory Workers' Compensation including Employer's Liability Insurance, subject to limits of not less than \$1,000,000, affording coverage under the Workers Compensation laws of the applicable state(s) for all of its respective personnel. Each party hereto will cause, if allowed by law, its workers' compensation carrier to waive insurer's right of subrogation with respect to the other party hereto, its partners and their affiliated companies.

(b) Commercial General Liability Insurance for limits of not less than \$1,000,000 per occurrence Bodily Injury and Property Damage combined; \$1,000,000 per occurrence Personal and Advertising Injury; \$2,000,000 aggregate Products and Completed Operations Liability; \$100,000 Fire Legal Liability, and \$2,000,000 general aggregate limit per event. The policy shall be written on an occurrence basis.

(c) Umbrella Liability Insurance at not less than \$4,000,000 limit providing excess coverage over all limits and coverages noted in paragraphs b and c above. This policy shall be written on an occurrence basis.

(d) Licensor (or its designated concessionaire) shall obtain and maintain Liquor Legal Liability Insurance with a limit of not less than \$1,000,000.

MCC shall list on its policies described in subsections (b) and (c) above the Licensor and its affiliates as "Additional Insureds" with respect to the liabilities assumed herein by MCC. Licensor (or its designated concessionaire, as applicable) shall list on its policies described in subsections (b-d) above MCC, and their respective parents, partners and affiliated entities, and their respective officers, directors and employees as Additional Insureds with respect to the liabilities assumed herein by Licensor. Each party hereto will deliver to the other satisfactory evidence of the aforescribed insurance coverages on a certificate form. All required insurance will be placed with carriers authorized to do business in the state in which the venue is located and have a rating in the most current edition of A.M. Best's Property Casualty Key Rating Guide that is reasonably acceptable to the other party. Notice of cancellation of any such policies shall be provided in accordance with policy provisions.

9. Miscellaneous.

(a) Third Party Beneficiaries. This Agreement does not confer any rights or benefits upon any persons or entities other than Licensor and MCC and their permitted, respective successors and assigns. There are no third party beneficiaries.

(b) Relationship of the Parties. The parties are acting herein as independent contractors. Except as specifically authorized herein, nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party will have the authority to bind the other in any respect. Each party agrees that it will be solely responsible for the payment of all wages, federal, state and local income taxes, as well as all workers' compensation insurance requirements for all personnel it supplies pursuant to this Agreement.

(c) Entire Agreement and Modification. The Agreement and any attached Exhibits contain the entire agreement between the parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Agreement may not be amended, revised, or terminated orally but only by a written instrument executed by the party against which enforcement of the amendment, revision, or termination is asserted.

(d) Assignment. Neither this Agreement nor any part hereof shall be transferred, conveyed or assigned by a party without the prior written consent of the other party, except that MCC may assign this Agreement to an affiliate of MCC or any entity controlled by or under common control with MCC without such prior written consent.

(e) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Venue is located, without regard to its conflicts of laws principles.

(f) Force Majeure. The failure of any party hereto to comply with the terms and conditions hereof because of a "Force Majeure Occurrence" shall not be deemed a breach of this Agreement. "Force Majeure Occurrence" shall be defined to include, without limitation, Act of God, strike, labor disputes, war, fire, earthquake, acts of public enemies, acts of terrorism, epidemic, action of federal, state or local governmental authorities or an event or reason beyond the reasonable control of a party. In the event of a cancellation of the Event due to a Force Majeure Occurrence, each party shall be relieved of its obligations hereunder with respect to the performance so prevented.

(g) No Waiver of Rights. If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.

(h) Invalidity. If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

(i) Notices. All notices given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally with receipt acknowledged or sent by registered or certified mail or equivalent, if available, return receipt requested, or by facsimile (which shall be confirmed by a writing sent by registered or certified mail or equivalent on the same day that such facsimile is sent), or by nationally recognized overnight courier for next day delivery, addressed or sent to the parties at the addresses set forth

herein with a copy to Garrett Coliseum Redevelopment Corporation, P.O. Box 3254, 1555 Federal Drive, Montgomery, AL 36109, Attn: Hannah Weiss.

(j) Counterparts. This Agreement may be executed by PDF (or other similar electronic format), facsimile and in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original.

(k) Survival of Commitments. All representations, warranties and agreements to indemnify shall survive the termination of the Agreement.

Accepted and agreed as of the date first above written:

Garrett Coliseum Redevelopment Corporation

Montgomery County Commission

By: _____

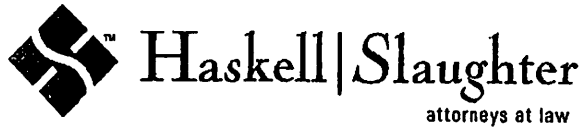
By: _____

Name: _____

Name: _____

Title: _____

Title: _____



T76

MONTGOMERY OFFICE

305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

M E M O R A N D U M

February 17, 2012

TO: Donnie Mims
FROM: Tommy Gallion

RE: Garrett Coliseum Lease Agreement
Volunteer Fire Department Event

I have reviewed your February 16, 2012 memorandum, the e-mail from DiDi Henry regarding the event, the January 18, 2012 letter from Randy Stephenson, General Manager of Garrett Coliseum to DiDi Henry and the Form Contract. This lease agreement is by and between Garrett Coliseum Redevelopment Corporation ("GCRC") and Montgomery County Commission ("MCC") for the Volunteer Fire Fighter Appreciation Day to be held on March 31, 2012. It is my understanding that as a show of appreciation for fire fighters in our area, GCRC will not be charging MCC any monies for use of the facility. However, GCRC is requiring a copy of MCC's public liability insurance policy in the amount of One Million Dollars, which should not be a problem. I see no legal problem with the lease agreement.

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

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8-7



March 3, 2014

Donald L. Mims, Administrator
Montgomery County Commission
101 South Lawrence Street
Post Office Box 1667
Montgomery, Alabama 36102-1667

Re: Enclosed Resolution on HIV testing of perpetrators of sex crimes

Dear Mr. Mims:

Please present this Resolution to the Commission during its March 10th meeting. Also, please ask County Attorney Tommy Gallion to review the Resolution.

Sincerely yours,

Steve Searcy
Executive Director

/enclosure

Resolution

WHEREAS, pursuant to Alabama Code § 15-23-101 and 102, Alabama law permits, at the request of an alleged victim or parent or guardian of the victim, testing of a criminal defendant for sexually transmitted disease, including human immunodeficiency virus (HIV), prior to conviction where the criminal defendant is charged with specific sex-related crimes; and

WHEREAS, the State of Alabama does not have a time requirement for such testing; and

WHEREAS, the United States Department of Justice (DOJ) requires recipients of certain Office on Violence Against Women's grants, including Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program grants, to perform the HIV testing pursuant to a mandatory obligation either through law or regulation, including the requirement that at the request of a victim, testing occur within 48 hours of the date on which information or an indictment is presented, as authorized by law; and

WHEREAS, the Montgomery County Commission is a recipient of a grant under the Office on Violence Against Women's Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program (Grant Award Number 2011-WEAX-0028), which includes a Special Condition requiring grantees to certify that its State or unit of local government has a law or regulation as described herein.

NOW, THEREFORE, BE IT RESOLVED that in all cases where a defendant is charged by information or indictment with a crime in which by force or threat of force the perpetrator compels the victim to engage in sexual activity: (1) at the request of the victim or a parent or legal guardian, the defendant shall be tested for the human immunodeficiency virus (HIV) not later than 48 hours after the date on which the information or indictment is presented; and (2) notification of the results of the HIV testing shall be made as soon as practicable to the victim or a parent or legal guardian of the victim and the defendant; and (3) the defendant shall undergo follow-up testing for HIV as may be medically appropriate, with notification of the results of such follow-up testing made available as soon as practicable in accordance with subparagraph (2) and as authorized by law.

We hereby certify that the above Resolution
was adopted by the Montgomery County Commission
on this, the 17th day of March, 2014.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN DAN HARRIS

COMMISSIONER REED INGRAM

COMMISSIONER RONDA M. WALKER

COMMISSIONER JILES WILLIAMS, JR.

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



March 10, 2014

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner *JMB*
Clay Henley, Chief Appraiser *CH*

FROM: R. Todd Grant, GIS Coordinator *R.T.G.*

SUBJECT: Amendment 2: Pictometry Connect

The purpose of this memorandum is to request approval for an amendment to the original Pictometry Contract between the Montgomery County Commission and Pictometry International Corporation. This amendment will allow for a change in subscription from self hosting to Pictometry Connect. The amount required to fund this amendment is \$3,000 with a 25% discount to \$2,250 for this year. Pictometry Connect is an internet application that hosts Montgomery County's oblique and ortho imagery as well as numerous GIS layers. It will replace our self-hosting component that was a part of the original contract. This a one year agreement that we may opt to renew annually after the one year term has expired.

This is the second amendment to the original contract between the Montgomery County Commission and Pictometry International Corporation dated 1/23/2012. The first amendment to the original contract was dated 5/29/2012.

RTG

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

10-1

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

Amendment No. 2
To
Contract
Between
Montgomery County Commission
And
Pictometry International Corporation

The following shall be made a part of the contract between Montgomery County Commission and Pictometry International Corporation for Property Ownership Maps, GIS/Computer Assisted Property Tax Mapping, Aerial Photography and Internet Based Services.

The self-hosting line item in the original contract, which cost \$2,880 annually, will now become Pictometry Connect at an annual fee of \$3,000. The current year will be discounted by 25% for a total fee of \$2,250. The term of this agreement is one year. The Montgomery County Commission has the option to renew on a yearly basis at its discretion, provided there in no increase in the annual fee.

All other specifications and provisions of the contract shall remain the same.

Montgomery County Commission

Pictometry International Corporation

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____

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



March 10, 2014

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner *JNB*
Clay Henley, Chief Appraiser *CH*

FROM: R. Todd Grant, GIS Coordinator *R.T. Grant*

SUBJECT: Amendment 3: Pictometry Connect View

The purpose of this memorandum is to request approval for an amendment to the original Pictometry Contract between the Montgomery County Commission and Pictometry International Corporation. This amendment will allow for the purchase of Pictometry Connect View. The amount required for this amendment is \$500.00. Pictometry Connect View is a web component that uses JavaScript to integrate oblique Pictometry images with Montgomery County's public facing Internet Spatial Viewer (ISV). This item is a one year agreement that we may opt to renew annually after the one year term has expired.

This is the third amendment to the original contract between the Montgomery County Commission and Pictometry International Corporation dated 1/23/2012. The first amendment to the original contract was dated 5/29/2012 and the second amendment is being proposed concurrent with this proposed amendment.

RTG

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

11-1

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

Amendment No. 3
To
Contract
Between
Montgomery County Commission
And
Pictometry International Corporation

The following shall be made a part of the contract between Montgomery County Commission and Pictometry International Corporation for Property Ownership Maps, GIS/Computer Assisted Property Tax Mapping, Aerial Photography and Internet Based Services.

Pictometry Connect View is a new product for Montgomery County. It is a web component to enhance Montgomery County's public facing Internet Spatial Viewer by allowing users to access oblique aerial imagery in addition to ortho aerial imagery. The term of this agreement is for one year. The cost of this product is \$500.00 annually. The Montgomery County Commission has the option to renew on a yearly basis at its discretion, provided there in no increase in the annual fee.

All other specifications and provisions of the contract shall remain the same.

Montgomery County Commission

Pictometry International Corporation

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____

ROLLING • HILLS • LAKES

VOLUNTEER FIRE DEPARTMENT

ESTABLISHED 1990



6120 TROTMAN ROAD
MONTGOMERY, ALABAMA 36116-6061
(334) 288-7344
TAX ID# 63-1025872

February 23, 2014

Mr. Donald Mims
County Administrator

Dear Mr. Mims:

Enclosed is a listing of our officers and
Board members for the coming year.

Please call me at 334-303-2622 if you
have any questions.

Best to you and yours,

Philip B. Burwell
Philip B. Burwell

ROLLING • HILLS • LAKES

VOLUNTEER FIRE DEPARTMENT

ESTABLISHED 1990



6120 TROTMAN ROAD
MONTGOMERY, ALABAMA 36116-6061
(334) 288-7344
TAX ID# 63-1025872

Rolling Hills/Lakes V.F.D.

Members:

Term

President:

Philip Burwell	1545 Mt.Zion Rd. H 286-1888	2-22-16
	Ramer, 36069 C 303-2622	

Vice President:

Don Schofield	5836 Trotman Rd. H 281-6864	2-18-15
	36116	

Treasurer:

Autry Talley	250 Cindy Lane C 210-282-6781	2-28-15
	36116	

Secretary:

Gerri Walley	7054 Knoll Loop H 288-2078	2- 28-15
	36116	

Board Members:

Selma Patterson	358 Gibson Hills C 324-2982	2-22-16
	36116	

Lomack Bean	548 Mizell Dr. C 211-6671	2-22-16
	36116	
Tom Shanks	6972 Woodley Rd. H 288-3493	2-28-15
	36116	
Alfonso Patterson	4651 Vanderbilt Dr. H 281-2134	2-22-16
	36116	
Tim Martin	304 Crimson Dr. C 201-3210	2-28-15
	Pike Rd. 36064	
Dr. Jan Wercinski	354 Mizell Rd. H 284-2322	2-22-16
	36116	
Steve Diermayer	935 Meriwether Rd. C 414-3246	2-22-16
	Pike Rd. 36064	
James Labadie	7466 Fairway Dr. H 284-3463	2-28-15
	36116	
Dr. Kirk Skinner	156 Rolling Lakes Dr. H 288-0093	2-28-15
	36116	

Rolling Hills/Lakes VFD

Members:**Term Expires:****President:**

Philip B. Burwell
(Send Reappt Requests)

1545 Mt. Zion Rd
Ramer, 36069

H 286-1888
C 303-2622

2/28/2014

Vice President:

Don Schofield

5836 Trotman Rd
36116

H 281-6864
C 303-9068
E dvschofield@charter.net

2/18/2015

Treasurer:

Greg Brannon

7453 Murifield Loop
36116

H 281-9591
C 799-4234

2/28/2015

Secretary:

Gerri Walley

7054 Knoll Loop
36116

H 288-2078
C 312-1526

2/28/2015

Board Members:

Troy Harris

7400 Fairway Dr.
36116

H 613-7981

2/28/2014

Lomack Bean

548 Mizell Dr.
36116

C 221-6671

2/28/2014

Tom Shanks

6972 Woodley Road
36116

H 288-3493

2/28/2015

Alfonso Patterson

4651 Vanderbilt Dr.
36116

H 281-2134

2/28/2014

Tim Martin

304 Crimson Drive
Pike Road, 36064

C 201-3210

2/28/2015

Dr. Jan Wercinski

354 Mizell Rd
36116

H 284-2322
E jwercincki@aol.com

2/28/2014

Steve Diermayer

935 Meriwether Road
Pike Rd. 36064

C 414-3246

2/28/2014

James Labadie

7466 Fairway Drive
36116

H 284-3463
C 538-6911

2/28/2015

Dr. Kirk Skinner

156 Rolling Lakes Rd.
36116

H 288-0093

2/28/2015

TERMS: 2 YEARS

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

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

March 6, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Appointment to Restoration Advisory Board (RAB)

In November 2006, Mr. Dimitri Polizos was appointed by the Commission as a member of the Restoration Advisory Board. In November 2013, Mr. Polizos resigned from the Montgomery County Commission and, therefore, I am requesting that the Commission appoint a Commissioner to this board.

Thank you for your consideration in this matter.

DLM/tn

Montgomery County Commission

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

Memo

To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director, 
Date: 3/4/2014
Re: Renewal of New World Financial Software Maintenance Agreement

The term of our current maintenance agreement with New World Systems expires on May 1, 2014. The initial agreement was for five years beginning in 2009 when the software was purchased. The attached proposed renewal agreement is for a term of five years ending April 30, 2019 and includes a 3% price increase for each of the first 2 years and a 5% increase for each of the final 3 years. The proposed renewal agreement includes the same provisions as the original agreement with the exception of adding an additional application package that was purchased since the original agreement.

I request that this proposed renewal agreement be presented to the County Commission for approval.

Thank you for your consideration and assistance with this matter.

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World Systems Corporation** (New World) and **Montgomery County, AL** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of five (5) years from (start date) 5/1/14 to (end date) 4/30/19.

2. Services Include

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If New World agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at Customer's request, then the additional New World maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- (b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

<u>Application Package</u>	<u>Number of Modules</u>
1. Logos® Financial Management Suite	16
2. Logos® Payroll & Human Resources Suite	11
3. Logos® Decision Support Software	2
4. Logos® Site License	1

**ANNUAL
MAINTENANCE COST: See Below**

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
5/1/2014 to 4/30/2015	\$91,460	4/15/2014
5/1/2015 to 4/30/2016	\$94,200	4/15/2015
5/1/2016 to 4/30/2017	\$98,910	4/15/2016
5/1/2017 to 4/30/2018	\$103,860	4/15/2017
5/1/2018 to 4/30/2019	\$109,050	4/15/2018

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: Montgomery County, AL

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

New World Systems Corporation

Name: _____

Title: _____

Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Montgomery County, AL

Licensed Application Software

At January, 2014

1. **Logos® Financial Management Suite**
 - Financial Management Base Suite .NET
 - General Ledger
 - Budget Management
 - Annual Budget Preparation
 - Accounts Payable
 - Revenue/Cash Receipting
 - Purchasing Base .NET
 - Bid and Quote Management .NET
 - Inventory Management .NET
 - Project Accounting .NET
 - Requisition Processing .NET
 - Government (GASB) Reporting .NET
 - Financial Management Report Writer .NET
 - Grant Management .NET
 - Asset Management .NET
 - Misc. Billing & Receivables .NET
 - Bank Reconciliation .NET
2. **Logos® Payroll & Human Resources Suite**
 - Human Resources Mgt. Base Suite .NET
 - Base
 - Payroll Processing
 - Personnel Management
 - Position Control
 - Benefits Administration .NET
 - HR/Payroll Report Writer .NET
 - Position Control .NET
 - Position Budgeting .NET
 - Employee Event Tracking .Net
 - Workers Compensation Administration .NET
 - Personnel Action Processing .NET
3. **Logos® Decision Support Software**
 - Finance Analytics .NET
 - HR/Payroll Analytics .NET
4. **Logos® Site License**
 - Site License

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

AMENDMENT
TO
CONTRACT NO. 52110-10C-018

Amendment No. 6

DATE: February 24, 2014

Contract No. 52110-10C-018, Emergency Medical Treatment and Transportation Services for Montgomery County, is hereby amended as follows:

-Contract is hereby extended for a three (3) month period, beginning April 1, 2014 and ending June 30, 2014.

-All pricing and provisions of the contract shall remain the same.

WITNESS:

HAYNES AMBULANCE OF ALABAMA, INC.

BY: _____

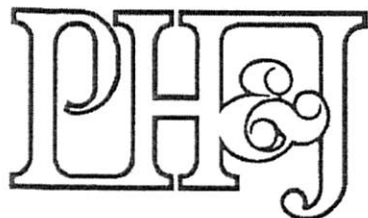
TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



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

Tuesday, February 25, 2014

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

Re: Letter of Recommendation
PH&J No: 1305-GVA

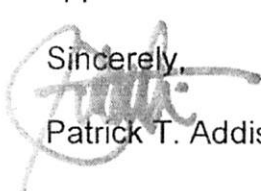
Mr. Mims,

I have reviewed the proposal provided by Alexander Sealcoating and Striping, Inc. in response to field Visit Report #4, dated February 17, 2014. This proposal adds the following: installing a new section of sidewalk/handicapped ramp at the side entrance to the building, striping of crosswalk across the entrance drive and striping at rear entry to building for employees.

The handicapped ramp received damage during the recent ice storm and freezing temperatures (Please see the attached photographs). Water got up under the tile and froze, fracturing and popping the tile loose. The remaining tile that has not come loose is susceptible to coming loose in the future, causing a safety concerns and liability. The proposal removes the tile area and it's subsurface and to install new broom finished concrete in its place. The new concrete ramp will match all the other handicapped ramps on the property.

We find this proposal in the amount of \$800.00 to be fair and reasonable for the work requested and recommend to the Montgomery County Commission that this proposal be approved.

Sincerely,


Patrick T. Addison

Cc: Harry Williams, DJ Alexander and Jeff Parker (Alex. Sealcoat), Tammy Nix, File

QUOTATION
TRAFFIC CONTROL MARKINGS AND SEALCOATING

Alexander

Sealcoating and Striping, Inc.

P.O. BOX 211032

MONTGOMERY, AL 36121

(334) 264-4003 Fax (334) 264-4116

Date 2/20/2014

Terms Net 10

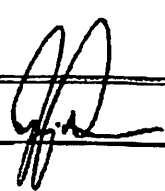
Project _____

TO: PH&J Architects
Patrick Addison

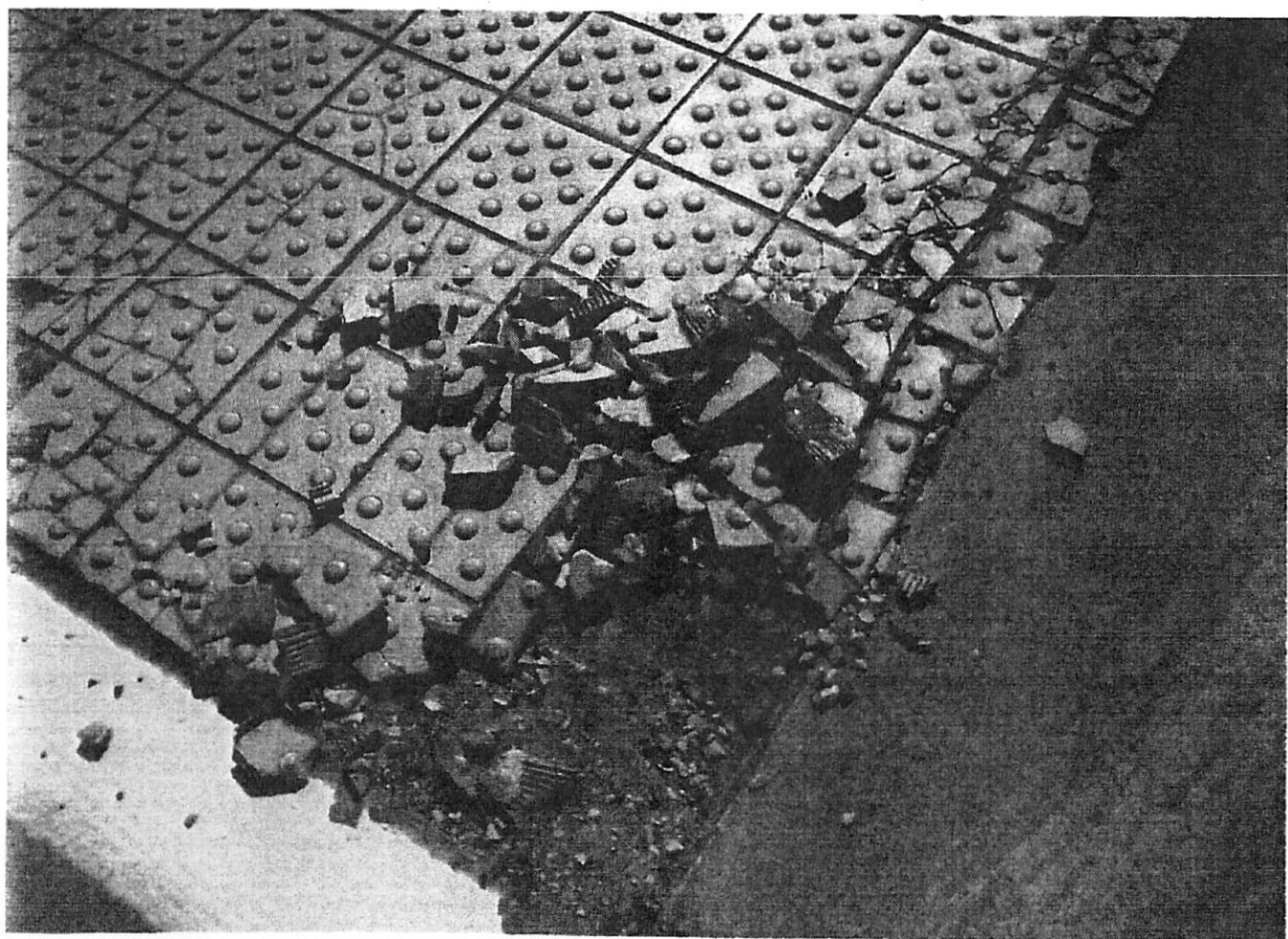
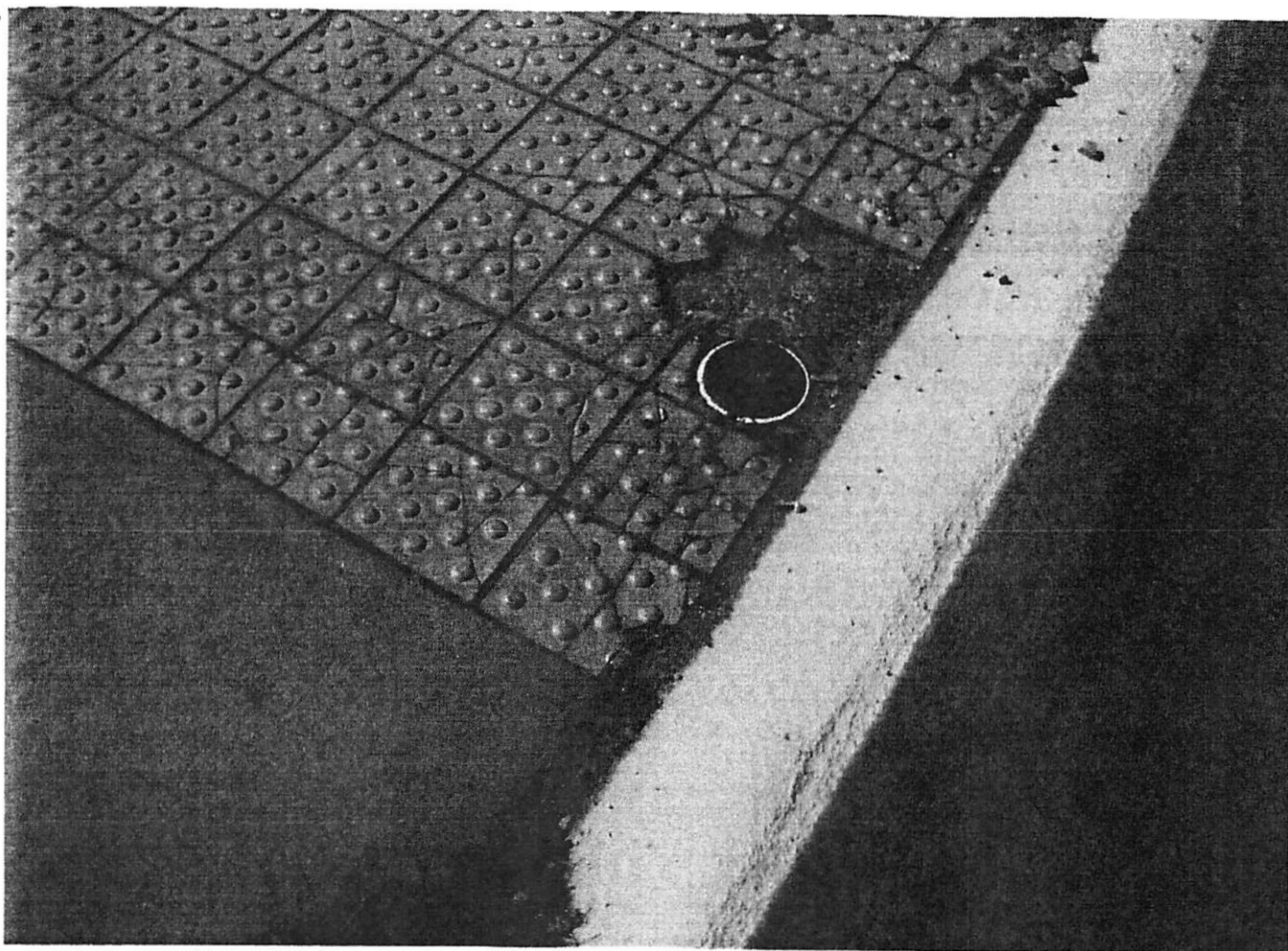
Fax 334-265-9208

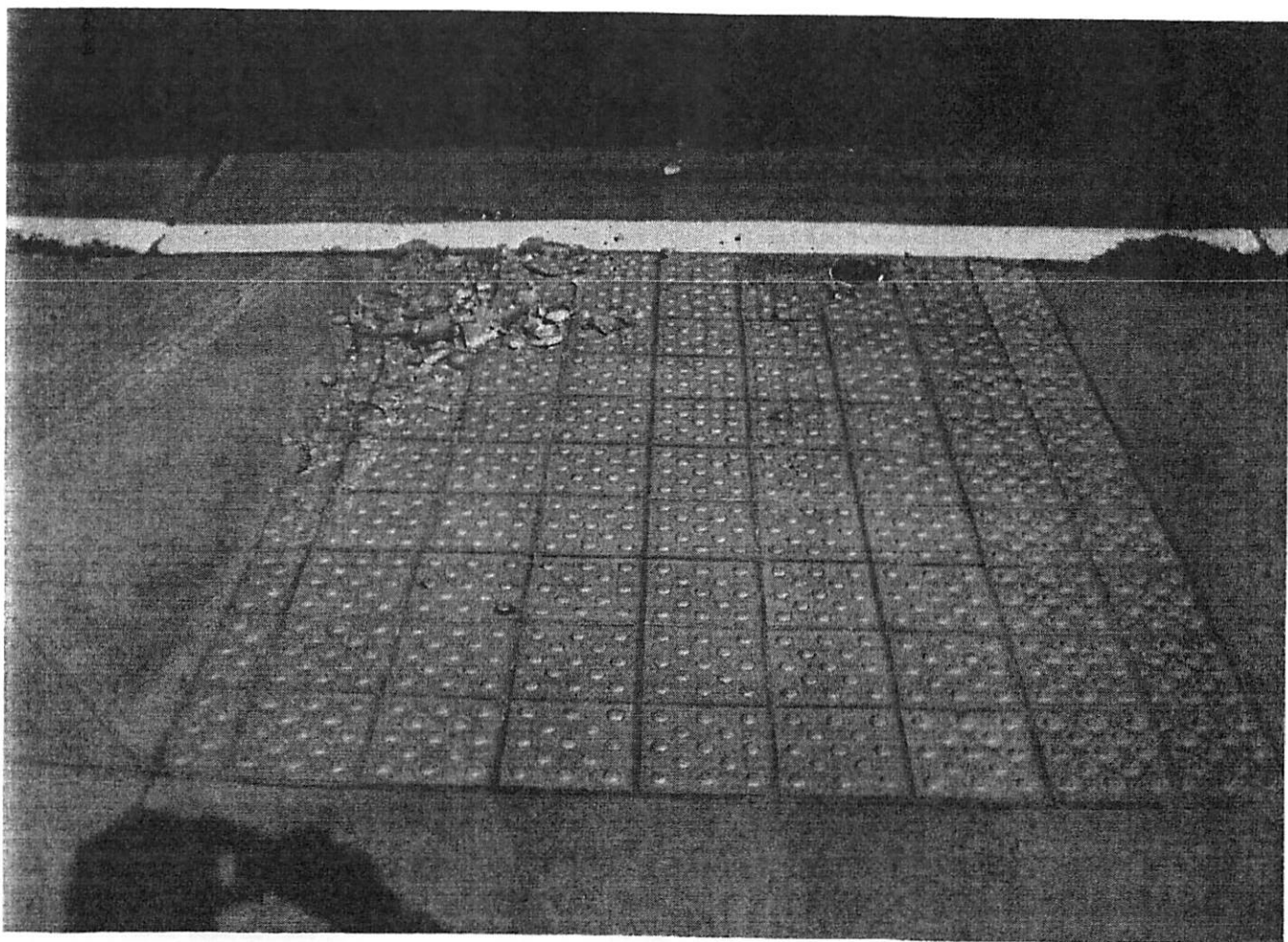
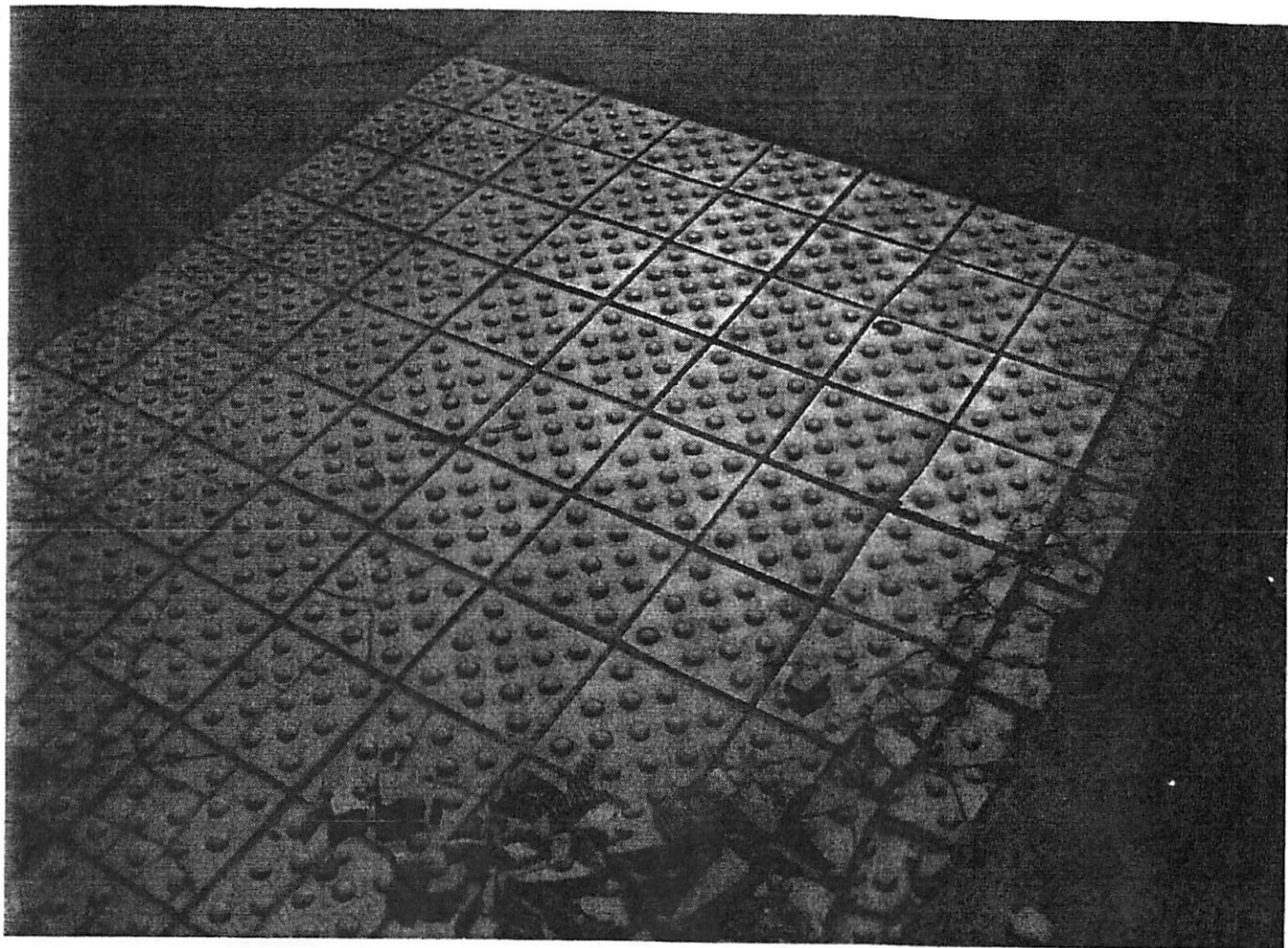
RE: Montgomery County DHR - New Ramp per Walk Through

DESCRIPTION	TOTAL
Item # 1: New ramp to replace damaged ramp	\$800.00
Notes: Quote does not include domed tiles or mat to be installed in ramp.	

By 

16-2





ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

MONTGOMERY COUNTY COMMISSION
SUPPORT SERVICES

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

PURCHASING

PAT SILAS, PURCHASING MANAGER
TAMMY TURNER, BUYER II
(334) 832-1603
DOT ANDERSON, BUYER I
KHRISTIE DAVIS, BUYER I
FAX (334) 832-2547

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Khristie Davis, Buyer 

DATE: March 5, 2014

SUBJECT: Invitation to Bid 52200-14B-001
Kitchen Supplies for the Detention Facility

Request approval of the aforementioned Invitation to Bid to the low resident bidder using the 3% local vendor preference *Code of Alabama Section 41-16-50(a)*, to Hawk, Inc. in the amount of \$10,487.90, be placed on a future County Commission agenda. (copy of spreadsheet and Code of Alabama Section 41-16-50(a) attached)

Coordination of award made with Colonel Wanda Robinson, Director of Detention Facility and Myrtle Singleton, Accounts Manager of Detention Facility. (see attached)

Attachments

17-1

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

MONTGOMERY COUNTY COMMISSION
SUPPORT SERVICES

* P.O. Box 1667 *
MONTGOMERY, AL 36102-1667

PURCHASING

PAT SILAS, PURCHASING MANAGER
TAMMY TURNER, BUYER II
(334) 832-1603
DOT ANDERSON, BUYER I
KIRSTIE DAVIS, BUYER I
FAX (334) 832-2547

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Khristie Davis, Buyer
DATE: March 5, 2014
SUBJECT: Invitation to Bid 52200-14B-001
Kitchen Supplies for the Detention Facility

Per *Code of Alabama Section 41-16-50(a)*, an awarding authority may award a contract to the resident responsible bidder if the bid is no more than three (3) percent greater than the bid of the lowest responsible bidder. Sam Tell & Son, located at 300 Smith Street, Farmingdale, NY 11735 was the lowest responsible bid received of \$10,365.64. Hawk, Inc., located at 301 Hawk Place, Montgomery, AL 36117 was the second lowest responsible bid received of \$10,487.90.

Using the three (3) percent local vendor preference, the results are as follows:

Hawk Inc.
Montgomery, AL

Sam Tell & Son
Farmingdale, NY

\$10,365.64 (*bid amount*)

x 3.00%

\$310.97 (*3% local vendor preference*)

\$10,487.90

\$10,676.61

17-2

Section 41-16-50**Contracts for which competitive bidding required.**

(a) With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all expenditure of funds of whatever nature for labor, services, work, or for the purchase of materials, equipment, supplies, or other personal property involving fifteen thousand dollars (\$15,000) or more, and the lease of materials, equipment, supplies, or other personal property where the lessee is, or becomes legally and contractually, bound under the terms of the lease, to pay a total amount of fifteen thousand dollars (\$15,000) or more, made by or on behalf of any state trade school, state junior college, state college, or university under the supervision and control of the State Board of Education, the district boards of education of independent school districts, the county commissions, the governing bodies of the municipalities of the state, and the governing boards of instrumentalities of counties and municipalities, including waterworks boards, sewer boards, gas boards, and other like utility boards and commissions, except as hereinafter provided, shall be made under contractual agreement entered into by free and open competitive bidding, on sealed bids, to the lowest responsible bidder. Prior to advertising for bids for an item of personal property, where a county, a municipality, or an instrumentality thereof is the awarding authority, the awarding authority may establish a local preference zone consisting of either the legal boundaries or jurisdiction of the awarding authority, or the boundaries of the county in which the awarding authority is located, or the boundaries of the Core Based Statistical Area (CBSA) in which the awarding authority is located. If no such action is taken by the awarding authority, the boundaries of the local preference zone shall be deemed to be the same as the legal boundaries or jurisdiction of the awarding authority. In the event a bid is received for an item of personal property to be purchased or contracted for from a person, firm, or corporation deemed to be a responsible bidder, having a place of business within the local preference zone where the county, a municipality, or an instrumentality thereof is the awarding authority, and the bid is no more than three percent greater than the bid of the lowest responsible bidder, the awarding authority may award the contract to the resident responsible bidder. In the event only one bidder responds to the invitation to bid, the awarding authority may reject the bid and negotiate the purchase or contract, providing the negotiated price is lower than the bid price.

(b) The governing bodies of two or more contracting agencies, as enumerated in subsection (a), or the governing bodies of two or more counties, or the governing bodies of two or more city or county boards of education, may provide, by joint agreement, for the purchase of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for use by their respective agencies. The agreement shall be entered into by similar ordinances, in the case of municipalities, or resolutions, in the case of other contracting agencies, adopted by each of the participating governing bodies, which shall set forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of the agreement. Each contracting agency's share of expenditures for purchases under any agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as for other expenses of the contracting agency. The contracting agencies entering into a joint agreement, as herein permitted, may designate a joint purchasing or bidding agent, and the agent shall comply with this article. Purchases, contracts, or agreements made pursuant to a joint purchasing or bidding agreement shall be subject to all terms and conditions of this article.

In the event that utility services are no longer exempt from competitive bidding under this article, non-adjointing counties may not purchase utility services by joint agreement under authority granted by this subsection.

(c) The awarding authority may require bidders to furnish a bid bond for a particular bid solicitation if the bonding requirement applies to all bidders, is included in the written bid specifications, and if bonding is available for the services, equipment, or materials.

(Acts 1967, Ex. Sess., No. 217, p. 259, §1; Acts 1975, No. 1136, p. 2234, §1; Acts 1979, No. 79-452, p. 732; Acts 1979, No. 79-662, p. 1160; Acts 1980, No. 80-429, p. 598; Acts 1981, No. 81-434, p. 679, §1; Acts 1985, No. 85-281, p. 180, §1; Acts 1989, No. 89-687, p. 1351, §3; Acts 1994, No. 94-207, p. 270, §1; Acts 1995, No. 95-630, p. 1334, §1; Acts 1997, No. 97-225, p. 348, §1; Act 2000-153, p. 216, §1; Act 2006-621, p. 1702, §1; Act 2008-379, p. 703, §1; Act 2009-760, p. 2294, §2.)

17-4

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-14B-001				Hawk, Inc. Chris Weatherly chrisweatherly@hawkinc.com P.O. Box 241247 Montgomery, AL 36124		Sam Tell & Son Marc Tell fsmilow@samtell.com 300 Smith Street Farmingdale, NY 11735		Birmingham Restaurant Supply, Inc. George N. Tobia gtobia@brescoinc.com 2428 6th Avenue South Birmingham, AL 35233		Thompson Little, Inc. Melanie Gitlin melanie@thompsonlittle.com 933 Robeson Street Fayetteville, NC 28305		Calico Industries, Inc. Michael L. Heverly bids@calicoindustries.com 9045 Junction Drive Annapolis Junction, MD 20701	
DATE ISSUED: February 5, 2014													
DATE OPENED: February 19, 2014													
REQUESTING DEPARTMENT: Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Mfr# 500LCD110 Cambro Beverage Dispenser	each	25	\$102.98	\$2,574.50	\$101.12	\$2,528.00	\$101.12	\$2,528.00	\$104.94	\$2,623.50	\$113.53	\$2,838.25
	Size 4 3/4 Gallons Camtainer												
	Beverage Dispenser												
	or Approved Equal												
2	Mfr# 96755 New Age Industrial	each	8	\$640.72	\$5,125.76	\$722.61	\$5,780.88	\$588.50	\$4,708.00	\$820.54	\$6,564.32	\$614.00	\$4,912.00
	Aluminum Beverage Cart												
	Size 23"Wx33 1/2"L x 46"H												
	or Approved Equal												
3	Mfr# 887 Foodservice Essentials PVC	each	16	\$5.87	\$93.92	\$4.07	\$65.12	\$6.82	\$109.12	\$4.46	\$71.36	\$2.51	\$40.16
	Pot and Sink Gloves												
	or Approved Equal												
4	Mfr# FGI-OR BVT-Chef Revival Frozen	each	4	\$13.71	\$54.84	\$6.62	\$26.48	\$6.41	\$25.64	\$11.65	\$46.60	\$13.13	\$52.52
	Food Gloves												
	or Approved Equal												

Notes: 34 Bids Mailed

17-5

[illegible]

17-6

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-14B-001				Hawk, Inc.		Sam Tell & Son, Inc.		Birmingham Restaurant Supply, Inc.		Thompson Little, Inc.		Calico Industries, Inc.	
DATE ISSUED: February 5, 2014													
DATE OPENED: February 19, 2014													
REQUESTING DEPARTMENT: Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
9	Mfr# SLLD104PA	each	3	\$2.04	\$6.12	\$1.37	\$4.11	\$2.02	\$6.06	\$1.54	\$4.62	\$1.46	\$4.38
	Winco Economy Perforated												
	4 oz. One-Piece Portion												
	Server												
	or Approved Equal												
10	Mfr# SLLD004A	each	3	\$2.04	\$6.12	\$1.37	\$4.11	\$2.23	\$6.69	\$1.54	\$4.62	\$1.46	\$4.38
	Winco Economy Solid 4 oz.												
	One-Piece Portion Server												
	or Approved Equal												
11	Mfr# SLLD106PA	each	3	\$2.38	\$7.14	\$2.08	\$6.24	\$2.21	\$6.63	\$1.79	\$5.37	\$1.71	\$5.13
	Winco Economy Perforated												
	6 oz. One-Piece Portion												
	Server												
	or Approved Equal												
12	Mfr# SLLD006A	each	3	\$2.38	\$7.14	\$2.08	\$6.24	\$2.43	\$7.29	\$1.79	\$5.37	\$1.71	\$5.13
	Winco Economy Solid 6 oz.												
	One-Piece Portion Server												
	or Approved Equal												

Notes:

17-7

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-14B-001				Hawk, Inc.		Sam Tell & Son, Inc.		Birmingham Restaurant Supply, Inc.		Thompson Little, Inc.		Calico Industries, Inc.	
DATE ISSUED: February 5, 2014													
DATE OPENED: February 19, 2014													
REQUESTING DEPARTMENT: Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
13	Mfr# SLLD108PA	each	3	\$2.70	\$8.10	\$1.64	\$4.92	\$2.62	\$7.86	\$2.04	\$6.12	\$1.94	\$5.82
	Winco Economy Perforated												
	8 oz. One- Piece Portion												
	Server												
	or Approved Equal												
14	Mfr# SLLD008A	each	3	\$2.70	\$8.10	\$1.64	\$4.92	\$2.72	\$8.16	\$2.04	\$6.12	\$1.94	\$5.82
	Winco Economy Solid 8 oz.												
	One-Piece Portion Server												
	or Approved Equal												
15	Mfr# CBG1824KC	each	1	\$192.15	\$192.15	\$80.45	\$80.45	\$182.71	\$182.71	\$170.32	\$170.32	\$174.94	\$174.94
	San Jamar 18" x 24" Cutting												
	Board Set												
	or Approved Equal												
16	Mfr# DES-SPD-10S	each	3	\$10.00	\$30.00	\$8.75	\$26.25	\$8.47	\$25.41	\$8.75	\$26.25	\$6.22	\$18.66
	Design Specialties Nylon												
	Portion Servers, Heat Resist.												
	up to 475 Degrees, Orange												
	or Approved Equal												

Notes:

17-8

[illegible]

17-9

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-14B-001				Hawk, Inc.		Sam Tell & Son, Inc.		Birmingham Restaurant Supply, Inc.		Thompson Little, Inc.		Calico Industries, Inc.	
DATE ISSUED: February 5, 2014													
DATE OPENED: February 19, 2014													
REQUESTING DEPARTMENT: Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
20	Mfr# TRA-ALFRY12	each	2	\$12.36	\$24.72	\$12.44	\$24.88	\$14.17	\$28.34	\$14.62	\$29.24	\$11.88	\$23.76
	Royal Industries Aluminum												
	Fry Pan 12"												
	or Approved Equal												
21	Mfr# TRA-ALFRY14	each	2	\$16.59	\$33.18	\$16.86	\$33.72	\$18.72	\$37.44	\$19.79	\$39.58	\$17.15	\$34.30
	Royal Industries Aluminum												
	Fry Pan 14"												
	or Approved Equal												
22	Mfr# SST-24	each	4	\$27.30	\$109.20	\$28.57	\$114.28	\$71.37	\$285.48	\$85.46	\$341.84	\$65.32	\$261.28
	Winco 24 qt. Stock Pot and Lid												
	or Approved Equal												
23	Mfr# 60341	each	10	\$62.34	\$623.40	\$57.79	\$577.90	\$55.29	\$552.90	\$55.28	\$552.80	\$69.77	\$697.70
	Carlisle Commercial Roast												
	Pan 28 qt. Capacity												
	or Approved Equal												

Notes:

17-10

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-14B-001				Hawk, Inc.		Sam Tell & Son, Inc.		Birmingham Restaurant Supply, Inc.		Thompson Little, Inc.		Calico Industries, Inc.	
DATE ISSUED: February 5, 2014													
DATE OPENED: February 19, 2014													
REQUESTING DEPARTMENT: Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
24	Mfr# HBP12-1	each	30	\$9.23	\$276.90	\$6.38	\$191.40	\$24.12	\$723.60	\$9.60	\$288.00	\$10.65	\$319.50
	Foodservice Essentials												
	Heavy Duty Full Size Sheet												
	Pan Size 18" x 26" x 1 1/4"												
	or Approved Equal												
25	Mfr# SLWPF012	each	5	\$2.66	\$13.30	\$1.54	\$7.70	\$3.20	\$16.00	\$2.01	\$10.05	\$1.66	\$8.30
	Economy 12" French Whip												
	or Approved Equal												
26	Mfr# 601823	each	10	\$38.35	\$383.50	\$31.21	\$312.10	\$29.85	\$298.50	\$29.85	\$298.50	\$37.68	\$376.80
	Carlisle Roast Pan with Drop												
	Handles												
	Size 25 3/4" x17 3/4"x 3 1/2"												
	or Approved Equal												
27	Mfr# 30022	each	10	\$19.61	\$196.10	\$6.74	\$67.40	\$16.78	\$167.80	\$16.93	\$169.30	\$17.54	\$175.40
	Vollrath Super V Full Size												
	2 1/2"D Pan												
	or Approved Equal												

Notes:

17-11

[illegible]

17-12

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-14B-001				Hawk, Inc.		Sam Tell & Son, Inc.		Birmingham Restaurant Supply, Inc.		Thompson Little, Inc.		Calico Industries, Inc.	
DATE ISSUED: February 5, 2014													
DATE OPENED: February 19, 2014													
REQUESTING DEPARTMENT: Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
32	Mfr# SMP-48	each	2	\$11.10	\$22.20	\$14.29	\$28.58	\$82.59	\$165.18	\$13.96	\$27.92	\$10.66	\$21.32
	Foodservice Essential 48"												
	Stainless Steel Kettle Paddle												
	or Approved Equal												
33	Mfr# 4015000	each	2	\$6.67	\$13.34	\$4.71	\$9.42	\$5.54	\$11.08	\$5.30	\$10.60	\$4.39	\$8.78
	Carlisle 28" Kettle Valve												
	Brush												
	or Approved Equal												
34	Mfr# A956003	each	2	\$9.44	\$18.88	\$3.62	\$7.24	\$2.96	\$5.92	\$3.72	\$7.44	\$2.76	\$5.52
	Continental Large Wide												
	Band Action Pro Mop												
	or Approved Equal												
	Freight On Board	1											
GRAND TOTAL					\$10,487.90		\$10,365.64		\$10,673.59		\$11,949.18		\$10,603.91

17-13

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

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

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II

DATE: March 6, 2014

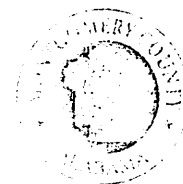
SUBJECT: Bid Award of Inmate Food Service
Bid No: 52200-14B-003

I am requesting a place for the award of the bid for Inmate Food Services on the March 17, 2014 County Commission Agenda. The bid will be publicly opened on March 12, 2014. The information concerning the bid award will be provided to the County Commission during the County Commission Meeting on March 17, 2014.

18-1



Offices of
Daryl D. Bailey
District Attorney



Fifteenth Judicial Circuit of Alabama

AZZIE M. TAYLOR
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

March 4, 2014

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

RE: Confidential Secretary Irregular Step Increase

Dear Chairman Dean:

I respectfully request your consideration and approval for a step increase for Confidential Secretary Anna Turner from A06-07 to A06-09.

This request comes as a result of my recently being appointed Montgomery County District Attorney. Anna was my Legal Support Assistant prior to the appointment and I selected her to be my Confidential Secretary. Due to the nature of my work, great demands are placed on the Confidential Secretary and Anna is very qualified to handle these additional responsibilities.

The additional funding required for the current budget year for this increase is approximately \$1,500 including taxes and benefits.

Your favorable consideration in this matter would be appreciated.

Sincerely,

Daryl D. Bailey
Daryl D. Bailey
District Attorney

cc: Donnie Mims, County Administrator

MONTGOMERY COUNTY
ADMINISTRATIVE PAY PLAN
EFFECTIVE: OCTOBER 8, 2007

Steps	1	2	3	4	5	6	7	8	9	10	11	12	13
Grade A01	Annual 19,656	20,349	21,043	21,736	22,431	23,124	23,818	24,512	25,206	25,899	26,592	27,287	27,980
	Bi-Wkly 756.00	782.67	809.34	836.01	862.73	889.39	916.06	942.78	969.45	996.11	1022.78	1049.50	1076.17
	Hourly 9,450.00	9,763.34	10,117.44	10,450.01	10,784.11	11,117.44	11,450.01	11,784.11	12,118.11	12,451.44	12,784.88	13,118.88	13,452.11
Grade A02	Annual 21,830	22,601	23,371	24,142	24,912	25,683	26,454	27,224	27,995	28,764	29,535	30,305	31,076
	Bi-Wkly 839.63	869.27	898.89	928.53	958.14	987.80	1017.45	1047.08	1076.72	1106.32	1135.98	1165.58	1195.23
	Hourly 10,495.44	10,865.99	11,236.11	11,606.66	11,976.88	12,347.55	12,718.11	13,088.33	13,459.00	13,829.66	14,199.77	14,569.88	14,940.44
Grade A03	Annual 24,414	25,276	26,137	26,998	27,860	28,722	29,583	30,445	31,307	32,168	33,030	33,892	34,753
	Bi-Wkly 938.99	972.14	1005.27	1038.40	1071.55	1104.69	1137.82	1170.96	1204.10	1237.23	1270.38	1303.52	1336.65
	Hourly 11,737.44	12,151.77	12,565.99	12,980.00	13,394.44	13,808.66	14,222.77	14,637.00	15,051.33	15,465.55	15,879.77	16,294.00	16,708.11
Grade A04	Annual 27,401	28,368	29,334	30,302	31,268	32,236	33,204	34,170	35,137	36,104	37,071	38,039	39,005
	Bi-Wkly 1053.87	1091.08	1128.24	1165.46	1202.62	1239.84	1277.06	1314.22	1351.43	1388.61	1425.82	1463.03	1500.19
	Hourly 13,173.44	13,538.55	14,103.00	14,568.22	15,032.88	15,498.00	15,963.22	16,427.88	16,892.55	17,357.11	17,821.77	18,286.44	18,751.11
Grade A05	Annual 30,785	31,871	32,958	34,044	35,131	36,217	37,304	38,390	39,477	40,564	41,650	42,736	43,823
	Bi-Wkly 1184.02	1225.81	1267.60	1309.39	1351.18	1392.98	1434.77	1476.55	1518.34	1560.14	1601.93	1643.71	1685.50
	Hourly 14,800.33	15,322.66	15,845.00	16,367.44	16,889.77	17,412.11	17,934.44	18,456.77	18,979.11	19,501.44	20,023.77	20,546.11	21,068.44
Grade A06	Annual 34,563	35,783	37,002	38,222	39,442	40,662	41,881	43,101	44,321	45,541	46,761	47,980	49,201
	Bi-Wkly 1329.34	1376.26	1423.17	1470.09	1516.99	1563.91	1610.82	1657.74	1704.66	1751.57	1798.49	1845.39	1892.35
	Hourly 16,616.77	17,203.22	17,789.66	18,376.11	18,962.55	19,549.00	20,135.44	20,721.88	21,308.33	21,894.77	22,481.22	23,067.66	23,654.11
Grade A07	Annual 38,734	40,100	41,467	42,835	44,202	45,569	46,936	48,303	49,671	51,038	52,405	53,771	55,138
	Bi-Wkly 1489.78	1642.32	1694.90	1747.50	1800.07	1852.66	1905.24	1957.82	2010.40	2062.98	2115.56	2168.13	2220.71
	Hourly 18,622.33	19,279.00	19,935.66	20,592.33	21,249.00	21,905.66	22,562.33	23,219.00	23,875.66	24,532.33	25,189.00	25,845.66	26,502.33
Grade A08	Annual 43,285	44,812	46,340	47,868	49,396	50,923	52,451	53,979	55,506	57,034	58,562	60,090	61,617
	Bi-Wkly 1664.79	1723.55	1782.31	1841.06	1899.83	1958.58	2017.34	2076.10	2134.86	2193.62	2252.38	2311.14	2369.90
	Hourly 20,809.99	21,544.44	22,278.88	23,013.33	23,747.77	24,482.22	25,216.66	25,951.11	26,685.55	27,420.00	28,154.44	28,888.88	29,623.33
Grade A09	Annual 48,225	49,926	51,627	53,328	55,029	56,730	58,431	60,132	61,833	63,534	65,235	66,936	68,637
	Bi-Wkly 1854.80	1920.24	1985.72	2051.20	2116.62	2182.11	2247.59	2313.02	2378.50	2443.98	2509.46	2574.94	2640.37
	Hourly 23,185.00	24,003.00	24,821.00	25,640.00	26,458.00	27,276.00	28,094.00	28,912.00	29,731.00	30,549.00	31,367.00	32,185.00	33,003.00
Grade A10	Annual 53,523	55,413	57,302	59,191	61,080	62,969	64,858	66,747	68,637	70,526	72,415	74,304	76,192
	Bi-Wkly 2058.58	2131.25	2203.91	2276.57	2349.22	2421.90	2494.54	2567.20	2639.87	2712.53	2785.19	2857.86	2930.46
	Hourly 25,732.33	26,640.66	27,548.99	28,457.33	29,365.66	30,273.99	31,182.33	32,090.66	32,998.99	33,907.33	34,815.66	35,724.00	36,632.33
Grade A11	Annual 58,179	60,267	62,355	64,443	66,531	68,619	70,707	72,795	74,883	76,971	79,059	81,147	83,235
	Bi-Wkly 2276.10	2356.42	2436.76	2517.10	2597.41	2677.75	2758.10	2838.40	2918.74	2999.10	3079.40	3159.74	3240.08
	Hourly 28,451.33	29,452.22	30,453.11	31,454.00	32,454.88	33,455.77	34,456.66	35,457.55	36,458.44	37,459.33	38,460.22	39,461.11	40,462.00
Grade A12	Annual 65,952	68,281	70,610	72,939	75,268	77,597	79,926	82,255	84,584	86,913	89,242	91,571	93,900
	Bi-Wkly 2536.62	2626.18	2715.68	2805.23	2894.73	2984.26	3073.82	3163.31	3252.86	3342.36	3431.90	3521.45	3610.94
	Hourly 31,707.88	32,827.22	33,946.55	35,065.88	36,185.22	37,304.55	38,423.88	39,543.22	40,662.55	41,781.88	42,901.22	44,020.55	45,139.88
Grade A13	Annual 71,587	74,114	76,641	79,168	81,694	84,221	86,747	89,274	91,801	94,327	96,854	99,381	101,907
	Bi-Wkly 2753.35	2850.54	2947.73	3044.91	3142.05	3239.25	3336.44	3433.62	3530.77	3627.95	3725.14	3822.34	3919.49
	Hourly 34,416.99	35,631.88	36,846.77	38,061.66	39,276.55	40,491.44	41,706.33	42,921.22	44,136.11	45,351.00	46,565.88	47,780.77	48,995.66
Grade A14	Annual 78,323	81,086	83,850	86,614	89,378	92,142	94,906	97,670	100,434	103,198	105,962	108,726	111,490
	Bi-Wkly 3012.41	3118.71	3225.05	3331.36	3437.70	3544.00	3650.30	3756.65	3862.95	3969.30	4075.59	4181.94	4288.25
	Hourly 37,655.11	38,983.99	40,312.88	41,641.77	42,970.66	44,299.55	45,628.44	46,957.33	48,286.22	49,615.11	50,944.00	52,272.88	53,601.77
Grade A15	Annual 85,445	88,461	91,476	94,492	97,507	100,523	103,539	106,554	109,570	112,585	115,601	118,616	121,632
	Bi-Wkly 3286.34	3402.34	3518.30	3634.30	3750.26	3866.26	3982.27	4098.23	4214.24	4330.20	4446.21	4562.22	4678.17
	Hourly 41,079.22	42,529.22	43,979.22	45,429.22	46,879.22	48,329.22	49,779.22	51,229.22	52,679.22	54,129.22	55,579.22	57,029.22	58,479.22
Grade A16	Annual 94,646	97,966	101,327	104,667	108,008	111,348	114,689	118,029	121,369	124,710	128,050	131,390	134,731
	Bi-Wkly 3640.22	3768.70	3897.18	4025.66	4154.14	4282.61	4411.10	4539.57	4668.05	4796.53	4925.01	5053.48	5181.96
	Hourly 45,502.88	47,108.88	48,714.88	50,320.88	51,926.88	53,532.88	55,138.88	56,744.88	58,350.88	59,956.88	61,562.88	63,168.88	64,774.88

*

19-2



Offices of
Daryl D. Bailey
District Attorney



Fifteenth Judicial Circuit of Alabama

AZZIE M. TAYLOR
CHIEF DEPUTY DISTRICT ATTORNEY

RHONDA B. CAPE
ADMINISTRATIVE ASSISTANT

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CHIEF INVESTIGATOR

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

(334) 832-2550
FAX (334) 832-1615
www.mc-ala.org/da

March 4, 2014

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:

I am requesting approval to fill an open position in the District Attorney's Office.

An opening has been created because of the resignation of our Office Runner. Among other things, this person is responsible for receiving, collecting and delivering documents to staff members and to individuals and agencies outside of the District Attorney's Office. My staff is not centrally located but is housed in six different buildings which makes this position critical in the daily operations of the office especially with the time sensitivity of items we process.

This position is funded in the current budget and although it is not a highly paid position, it is extremely important to our office.

Thank you for your favorable consideration in this matter.

Sincerely,

Daryl D. Bailey
Daryl D. Bailey
District Attorney

cc: Donnie Mims, County Administrator

ORIGINAL

SUPERVISOR: Rhonda Cape

POSITION NO:**PROPOSED EFFECTIVE DATE: 3/17/14**

(X) OPEN

() PROMOTION

PAY GRADE: A01-013

Pay step to be based upon the following rules:

(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.

*Merit dates do not change.

(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

() DISAPPROVED

2

Funding

3

SELECTEE:

Date:

Appointing Authority Signature – District Attorney Office

4

() Manpower data entered by:

Date:

() Payroll entered by:

Date:



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

ORIGINAL

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 3/4/14

Re: Request to wave rules and to fill position number 750053029 (Assistant Tag and License Supervisor)

The Montgomery county Probate Office is requesting to wave rules and to back fill a vacant Assistant Tag and license Supervisor position. The position will be vacated March 14th 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: Assistant Tag and License Supervisor

POSITION NUMBER: 750053029

PROPOSED EFFECTIVE DATE: 14th of March 2014

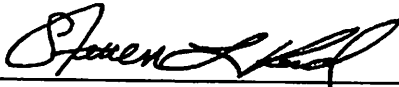
TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY

RECRUITING:

☒ Promotional Transfer ☐ Transfer

☐ Open Competitive Register ☐ Reemployment

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



APPOINTING AUTHORITY

3/4/14
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



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

ORIGINAL

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 3/4/14

Re: Request to wave rules and to fill position number 750016023 (Customer Service Clerk)

The Montgomery County Probate Office is requesting to back fill a vacant Customer Service Clerk position. The position will be vacated march 14th and is currently in our budget.

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge 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: 750016023
PROPOSED EFFECTIVE DATE: 14th of March 2014
TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY
RECRUITING:
☐ Promotional Transfer ☐ Transfer
☒ Open Competitive Register ☐ Reemployment
PAY GRADE: A03-S1 (A03= \$24,414 - \$34,753)



APPOINTING AUTHORITY

3/4/14
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



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

ORIGINAL

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 3/4/14

Re: Request to wave rules, reallocate a Clerk Typist II position (#750012054) to a Customer Service Clerk, and to fill the CSC position.

The Montgomery County Probate Office is requesting to reallocate a recently vacant Clerk Typist II position as a Customer Service Clerk position. The two positions are both the same pay grade (A03) and will not affect our current payroll funding.

We are also requesting that this position be opened immediately because it was vacated February 28th and is currently empty. This position is currently in our budget.

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: PROBATE

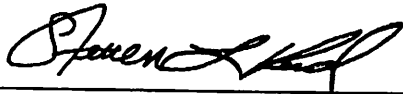
APPOINTING AUTH.: Judge Steven L. Reed

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: _____
PROPOSED EFFECTIVE DATE: 10th of March 2014
TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY
RECRUITING:
☐ Promotional Transfer ☐ Transfer
☒ Open Competitive Register ☐ Reemployment
PAY GRADE: A03-S1 (A03= \$24,414 - \$34,753)



APPOINTING AUTHORITY

3/4/14
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

NEW POSITION/REALLOCATION REQUEST

ORIGINAL

DEPARTMENT: Montgomery County Probate Office

DEPARTMENT HEAD: Judge Steven L. Reed

PRESENT POSITION: Clerk Typist II

PROPOSED POSITION: Customer Service Clerk

PRESENT PAY GRADE: A 03

PROPOSED PAY GRADE: A 03

IMMEDIATE SUPERVISOR: William Flowers (Chief Clerk)

**BRIEF DESCRIPTION OF
PROPOSED DUTIES:**

The fundamental reason this classification exists is to process a significant volume of payments in over-the-counter transactions. Work includes the receipt and recording of cash, checks, and other negotiable instruments in payment of taxes, fees, fines, and other liabilities. Individuals in this classification have frequent contact with the public by phone and through counter duties. Considerable tact and persuasion is required in dealing with citizens who may be or become irate or distraught. Major work functions include performing cashier duties, performing data entry functions, assisting customers, performing general clerical duties, researching requests, problems, and complaints and initiating appropriate action, providing administrative support to supervisors, preparing and editing correspondence, reports and other documents, organizing and recording data, maintaining filing systems and processing incoming/outgoing mail. Once the more difficult phases of the work are learned, the employee works independently referring especially difficult or complex cases to the supervisor or lead worker. This classification differs from other clerical classifications by the responsibility for routinely collecting money and frequent contact with the public.

**PROPOSED
MINIMUM QUALIFICATIONS:**



Date 04-Mar-2014

Appointing Authority/Department Head

Date

Funding Authority

7-42 (C-5)

(pages 7-43, 7-44, 7-45, & 7-46 were intentionally removed and not replaced)

22-3

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator
Date: February 26, 2014
Re: Clerk-Typist II Fill Request



We have a vacancy for a Clerk-Typist II position in our Intake Division. This division is a 24/7 operation so it is necessary that this position be filled as quickly as possible. I am requesting that this be considered at the working session of the March 10th Commission Meeting.

Thank you for your consideration!

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Lynn Peavey, Administrative Secretary

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: Clerk-Typist II (to replace Candace Ellis)

POSITION NUMBER: 900012009

PROPOSED EFFECTIVE DATE: 3/31/2014

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER (X) TRANSFER Pay step to be based upon City and County of Montgomery Personnel Rules and Regulations, Rule VI, Section 10(c) Transfers.

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A03 (\$24,414/\$938.99/\$11.7374)

Bruce R. Howell
Department Head

2/26/2014
Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

ORIGINAL

23-2

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



March 10, 2014

MEMORANDUM

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

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

FROM: Clay Henley, Chief Appraiser *CH*

SUBJECT: New Position Authorization and Related Position Fill Request

I respectfully request your consideration and approval to authorize a new position and the related position fill request for Appraiser II in the Personal Property Section of the Appraisal Department. We recently reorganized the job classifications for the Appraisal Department and are currently in the process of hiring for the vacant positions that we already have. In previous County Commission Meetings, Janet Buskey has mentioned the need for field staff in Personal Property in order to perform the "discovery" process of finding businesses that we may not have on the tax roll or that are not reporting properly. Our goal is to fill this position with an experienced Personal Property Appraiser that will bring new ideas and enthusiasm for the position to our office. We currently have 8,117 Personal Property Accounts on file. Other counties of our size have a much larger count, usually in the range of 10,000 to 12,000 accounts. I feel that the addition of this position will enhance our effort to ensure that we have all active businesses on file and that they are reporting properly.

CH

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

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

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

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

24-1

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Appraisal Department

DEPARTMENT HEAD: Clay Henley

SUPERVISOR: Chief Appraiser

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 **Appraiser II**

POSITION NUMBER 850196004

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A08 (\$43,285 to \$61,617)**

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

Department Head Date **03/10/2014**

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 _____

24-2

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



March 10, 2014

MEMORANDUM

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

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

FROM: Clay Henley, Chief Appraiser *CH*

SUBJECT: New Position Authorization and Related Position Fill Request

I respectfully request your consideration and approval to authorize two new positions and the related position fill requests for Appraiser II in the Appraisal Department. We recently reorganized the job classifications for the Appraisal Department and are currently in the process of hiring for the vacant positions that we already have. The State of Alabama's Property Tax Plan for Equalization (adv-1) suggests that all counties have one appraiser for every 9,500 parcels. We currently have 100,823 parcels in Montgomery County with five field appraisers on staff. As we have reorganized, the Department of Revenue placed some of their field employees here to assist us while we are short staffed. Once we are fully staffed, those employees will spend less time in our County, but will still come to assist us on occasion. We will be filling one of our vacant appraiser positions in the coming days and, with the addition of these two positions, will be close to the recommended staffing level on a per parcel basis. This will give our appraisers more time to focus on a smaller number of parcels, which will help us reach our goal of ensuring that each parcel is appraised at its fair and equitable market value.

CH

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

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

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

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

24-3

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Appraisal Department

DEPARTMENT HEAD: Clay Henley

SUPERVISOR: Chief Appraiser

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 **Appraiser II**

POSITION NUMBER 850196005

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A08 (\$43,285 to \$61,617)**

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



Department Head

Date **03/10/2014**

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 _____

24-4

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Appraisal Department

DEPARTMENT HEAD: Clay Henley

SUPERVISOR: Chief Appraiser

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 **Appraiser II**

POSITION NUMBER 850196006

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

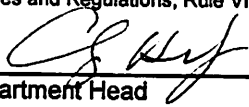
RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A08 (\$43,285 to \$61,617)**

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


Department Head

Date **03/10/2014**

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 _____

24-5

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



ORIGINAL

March 10, 2014

MEMORANDUM

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

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

FROM: Clay Henley, Chief Appraiser *CH*

SUBJECT: New Position Authorization and Related Position Fill Request

I respectfully request your consideration and approval to authorize a new position and the related position fill request for Mapping Technician in the Appraisal Department. This position was previously titled Tax and Map Compiler II and was vacated due to a promotion. The job title was changed to Mapping Technician as a result of our department reorganization.

CH

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

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5447 Atlanta Hwy
Montgomery, AL 36109
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Montgomery, AL 36108
(334) 262-4546

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

24-6

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Appraisal Department

DEPARTMENT HEAD: Clay Henley

SUPERVISOR: Chief Appraiser

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 **Mapping Technician**

POSITION NUMBER

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(x) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A05 (\$30,785-\$43,823)**

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

Department Head Date **03/10/2014**

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 _____

24-7

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention FacilityDEPARTMENT HEAD: D. T. Marshall, SheriffSUPERVISOR: 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 - SergeantPosition Number 126Proposed Effective Date March 3, 2014Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade PC3 - \$37,035 - \$52,721

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

D T Marshall Date February 25, 2014
Department Head la

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 _____

ORIGINAL
POSITION FILL REQUEST

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Corporal

Position Number 168

Proposed Effective Date March 17, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Pay Grade PC2 \$31,837 - \$45,321
Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)
D T Marshall Date March 6, 2014
Department Head

Replacement
of
Charles Ward

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 _____

25-2

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

COMPLETED ACTION DATES

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

1. Position Title Corrections Officer - Corporal

Position Number _____

Proposed Effective Date March 3, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade PC2 - \$31,837 - \$45,321

Pay step to be based upon City and County of Montgomery Personnel

Board Rules and Regulations, Rule VI, Section 10 (A-promotion)

D T Marshall

Department Head ib

Date February 25, 2014

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Position number
to be determined
after promotion

4. Selectee: _____

Appointing Authority

Date _____

5. () Manpower data entered by _____

() Payroll entered by _____

Date _____

Date _____

25-3

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

COMPLETED ACTION DATES

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

1. Position Title Corrections Officer/Corrections Officer Trainee

Position Number _____

Proposed Effective Date March 3, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

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

D T Marshall Corrections Officer Trainee \$28,392 Grade PCT

Date February 25, 2014

Department Head in

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Position number
to be determined
after promotion.

Personnel Director

4. Selectee: _____

Appointing Authority

Date _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

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 Trainee / Corrections Officer

Position Number _____

Proposed Effective Date March 17, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

- | | |
|---|--------------|
| () Promotional Register | () Transfer |
| (☒) Open Competitive Register | () Reemploy |

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

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

D T Marshall

Date March 6, 2014

Department Head

pos. # to be determined after promotion

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 _____

25-5

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Montgomery County Sheriff's Office

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 Deputy Sheriff, Corporal

Position Number 20

Proposed Effective Date March 3, 2014

Type of Appointment (☒) Permanent (☐) Temporary

Recruiting

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

Pay Grade Pay Grade PS2 \$33,648 - \$47,900

Pay step to be based upon City and County of Montgomery Personnel

Board Rules and Regulations, Rule VI, Section 10 (A-Promotions)

D. T. Marshall

Department Head

Date February 24, 2014

2. Administrative Review

- (☐) Approved
(☐) Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4. Selectee:

Appointing Authority

Date _____

5. (☐) Manpower data entered by _____

Date _____

(☐) Payroll entered by _____

Date _____

26-1

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

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

1. Position Title Deputy Sheriff / Deputy Sheriff Trainee

Position Number To Be Determined

Proposed Effective Date March 3, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Deputy Sheriff Trainee - \$30,590 Grade PST
Deputy Sheriff - \$31,709 - \$45,139 Grade PS1

D T Marshall Date February 24, 2014
Department Head

2. Administrative Review
() Approved
() Disapproved

*trickle down
from promotion*

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 _____

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Support Services - Maintenance

DEPARTMENT HEAD: Pat Litchfield

SUPERVISOR: Pat Litchfield / or Purchasing Manager

COMPLETED ACTION DATES

1. 03/04/14 dept request
2. _____ admin review
3. _____ pers dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. Position Title Custodial Maintenance Manager

Position Number 260731031 - replacing Elouise Whiting

Proposed Effective Date April 1, 2014

Type of Appointment (x) Permanent () Temporary

Recruiting

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

Pay Grade (A06) (\$34,563 - \$49,201) - S1

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

Pat Litchfield
Department Head

Date 3/5/14

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 _____

Y

youth city

FRESH ANOINTING HOUSE OF WORSHIP



The Center for Youth Leadership and Development

Funding Proposal

I. Statement of Need

Youth leadership and development programs enhance the cultural demographic of our nation and offer young people supports and opportunities to actively engage in the decision-making, planning and implementation of the programs in which they participate. These programs allow for the meaningful interaction of youth with their peers as well as adults who model responsible behavior. Leadership and development programs give youth ongoing encouragement and support in a safe and fun environment.

Youth leadership and development initiatives offer its participants essential elements that promote positive life choices. By utilizing research-based activities, programs that are employed assist youth in setting life goals and directions at an early age and enable them to develop character, confidence and values needed to foster healthy behaviors. Some outcomes demonstrated by pilot youth leadership and development programs include the following:

- Graduates reported a 40% grade point increase;
- Graduates had a 56% reduction in school disciplinary/truancy incident; and
- College attendance within one pilot site increased from 5% to 75%.

Some benefits identified with participants of youth leadership and development programs include: healthy behavior choices, drug-free, non-violent, law-abiding citizens, individuals with social confidence, school success, affirmation of diversity, compassion for others, choosing a healthy lifestyle, young people with the ability to make goal-oriented informed decisions, possession of effective communication skills, those committed to conflict resolution/reconciliation, individuals with a vision and purpose to a cause, team players and those who demonstrate leadership skills in various situations (*Rising Stars Youth Leadership Development*, New York, New York).

Juvenile Crime and Violence

According to the Harvard Graduate School of Education, in the area of Crime and Drug Prevention, youth leadership and development programs have a positive effect on a range of prevention outcomes such as, avoidance of drug and alcohol use, decreases in delinquency and violent behavior and reduction in juvenile crime (Little, Wimer and Weiss, 2008).

The hours of 3 PM to 6 PM are peak times for juvenile crime and victimization, and the time period when teens ages 16-17 are most likely to be involved in risky behaviors. Participation in leadership and development programs, with a prevention component, gets youth off the streets and under adult supervision, thereby reducing behaviors that lead to juvenile crime.

The Department of Justice and the National Institute of Justice conducted an evaluation of the effectiveness of prevention programs and concluded these programs work when directed to youth in areas where crime and violence is highly concentrated. Youth who participate in prevention programs have shown a **44 percent decrease** in violent crime arrests during the intervention (Sherman, Gottfredson, MacKenzie, Eck, Reuter and Bushway, 1998).

Additionally, when programs are operated in an informal environment locally, the impact is positive and clearly evident. These environments are deemed "institutional settings" and according to the Department of Justice, should be implemented in at least one of the following seven institutional settings:

- Communities
- Families
- Schools
- Labor Markets (Employment)
- Places (Specific Premises)
- Police
- Criminal Justice

Cultural Indicators for Alabama and the United States: 2011, a report developed by the Alabama Policy Institute, indicated that from 1985 to 2005, the crime rate in Alabama increased by 4.9 percent, while its population grew by 14.7 percent. Conversely, the U.S. crime rate fell by 23.9 percent, while the population grew by 24.2 percent for that same period of time.

In 2005, violent crimes—such as murder, rape, robbery and assault—constituted about 10.3 percent of all crimes committed in Alabama. From 1985 to 2005, the rate of juvenile arrests in Alabama for violent crimes increased by 11.1 (Hill, 2011).

In 2008, the juvenile arrest rate in Alabama was nearly equivalent to that of the United States as indicated in Table 1.

Table 1. Juvenile Arrest Rate in Alabama, 2008

State	2008 Juvenile Arrest Rate				
	Reporting Coverage	Violent Crime Index	Property Crime Index	Drug Abuse	Weapons
United States	82%	306	1,398	560	121
Alabama	81%	176	924	242	47

Alabama Policy Institute

A point of consideration referenced by the Policy Institute suggests that "family dissolution, through either divorce or illegitimacy, correlates with mugging, violence against strangers, auto theft, burglary, and other crimes." However, a report by Great Britain's Ministry of Justice, *Youth Justice Statistics 2010/2011, England and Wales*, January 2012, found that youth from two-parent households allowed for increased supervision not only for their children, but general activities in the neighborhood. Further, in low-income neighborhoods with few social ties, "pronounced family dissolution helps to foster street-corner teen groups that, in turn, lead to increased delinquency and, ultimately, to a pattern of adult crime."

Rates of juvenile delinquency, according to the Policy Institute, were not a product of poverty or unemployment, but of family disruption in the community. An established system of "relationships, that bring formal and informal controls, bear on the behavior of children."

Student Behavior

The 2011 Youth Risk Behavior Survey (YRBS) was administered in Alabama by the Centers for Disease Control and Prevention and the Alabama State Department of Education. The YRBS was used to evaluate youth health risks in the following categories: unintentional injuries and violence, alcohol and other drug use, sexual behaviors, tobacco use, dietary behaviors, physical activity and overweight. The following data was collected from over 1,300 participating Alabama high school students:

- Over 66% of students surveyed reported they had consumed an alcoholic beverage and nearly 40% reported marijuana use. Less than 6% reported use of other illicit drugs such as cocaine, heroin and meth (6% reported having used ecstasy).
- Among students who reported they currently smoke cigarettes, approximately 9% reported smoking 10 or more cigarettes per day.
- Approximately 16% of high schools students reported that they did not consume fruit and over 10% did not eat vegetables each day. Over 15% of students indicated that they were overweight and over 17% indicated they were obese.
- Approximately 55% of high school students reported that they did not engage in at least 60 minutes of physical activity daily.

In the category of behaviors that contribute to unintentional injuries or violence, 8% of students reported carrying a weapon to school; over 14% had been bullied at school; and nearly 16% have contemplated suicide.

School Dropout Rates

According to the National Center for Education Statistics, December 2010, in October 2008, approximately 3 million 16 through 24 year olds were not enrolled in high school and had not earned a high school diploma or alternative credential in the United States.

The 2013 Southern Education Foundation Report, based on the Current Population Survey (CPS) conducted, indicated a decline in the overall dropout rate from 12% in 1990 to 7% in 2011. The report also showed that dropout rates for Blacks (7%), was higher than Whites (5%). However Hispanics had a dropout rate of 14%.

As reported by the Alabama Department of Education, graduation rates for the 2011-2012 school-year for the state yielded a rate of 75%. Montgomery County Public Schools had a total graduation rate of 64%. The rates for individual public schools in the county are indicated in Table 1.

Table 1. Montgomery County Public Schools Graduation Rates

School	Graduation Rate
Booker T Washington Magnet High School	98%
Brewbaker Technology Magnet High School	100%
Carver Senior High School	67%
Jefferson Davis High School	60%
Loveless Academic Magnet Program High	99%
Lanier Senior High School	66%
Lee High School	69%
Source: www.wsfa.com : Alabama releases 2011-2012 graduation rates for Montgomery County schools	

As shown in Table 1., Traditional (non-Magnet) Montgomery County public schools show graduation rates ranging from 60 – 69%. Although the data shown may not reflect actual dropouts, approximately 40% of the students either were not enrolled in school or did not earn a high school credential.

Many recommendations have been provided to stave off the increase in the statistics referenced. One of which includes early intervention programs, which identify those students at risk, and encourage them to stay in school through peer mentoring programs and leadership and development initiatives. These programs sometimes include partners in the public and

private school sector, community organizations, local universities, businesses, policymakers and other stakeholders to ensure a measurable level of success.

Due to the data indicated, it is crucial to the future of Alabama's youth to incorporate leadership and development programs to impede the growth of the aforementioned trends. **Fresh Start Community Development Corporation**, a nonprofit, 501(c)(3) organization, recognizes the need for young people to be equipped with the skills, experiences and exposure necessary to be leaders in our society. Fresh Start, through **YOUTH CITY**, will inspire and cultivate Montgomery at-risk youth ages 5 - 18 in a fun, safe and entertaining environment, which will bring about a more disciplined approach to problem identification and resolution of issues that impact the most vulnerable of our community members.

II. Organization Background and Capacity

Fresh Start was established in 2008 under the leadership of Kyle Searcy, its Director and Assistant Director, Melinda Williams. Fresh Start, has, at its disposal locally, a 37,200 square foot building on 376 acres of land and has partnerships with nine other established entities extending throughout the southeast United States. These entities are located in Meridian, MS; Selma, AL; Augusta, GA; Crestview, FL; Wetumpka, AL; Birmingham, AL; Columbus, GA; Nashville, TN; and Oswego, IL.

Fresh Start has as its vision, to EXALT, EXTEND and EMPOWER. This vision is clearly demonstrated in the organization's vast and diverse community endeavors. Fresh Start is a multi-racial, multi-generational, and international nonprofit committed to community transformation—one life at a time. Fresh Start successfully operated a daycare facility for ten years and obtained Smart Code Zoning for a planned Senior Housing Community.

Fresh Start has a full-time and part-time operating staff to include: (See Appendix A for Curriculum Vitae)

- Director
- Assistant Director
- Executive Assistant
- Program Coordinator/Volunteer Coordinator
- Chief Financial Officer
- Director of Graphics and Design

Fresh Start's strong organizational capacity is evident by its well-qualified staff members and the diverse, multi-disciplinary resources within the organization.

In addition to the above referenced, Fresh Start recognizes the importance of partners in the community and abroad, not only to assist in the efforts of the organization, but to leverage existing resources. Fresh Start has a diverse partner base and an active volunteer database.

Fresh Start, its partners and volunteers are committed to the betterment of the lives of youth in our community. Fresh Start staff, partners and volunteers include Certified Educators, Counselors and auxiliary personnel devoted to designing programs and activities to enhance the quality of lives of youth members and those in the surrounding communities of which the organization serves. See Appendix B for Fresh Start Partners and Volunteers.

III. Program Design

Fresh Start developed this proposal based on the identified need in Montgomery and the surrounding communities for a Center—a "City", dedicated to serving the unique needs of the youth, creating measureable tools to evaluate the overall success and impact of the program.

Youth City will be housed in the vacant location of a former grocery store chain in Montgomery and will include an entertainment space, educational space and health and wellness space. Fresh Start will incorporate activities utilizing each space provided in the Youth City building.

Youth City will directly serve youth ages 5 to 18, and indirectly serve parents and community members. It is projected that a minimum of 100 youth will participate in afterschool and weekend activities during the first year of the program and increase by at least 20% each year thereafter. Youth City will provide a minimum of 3 hours of student-centered programming each day during the school year and 6 hours of programming on Saturdays. During the summer, it is anticipated that students will meet for programming and enrichment activities from 10 AM to 6 PM Monday through Friday, and 10 AM to 2 PM on Saturdays. Youth City will maintain certified security personnel on the premises during operational times.

Participants with Youth City will be required to pay a nominal fee monthly to attend all programming activities offered and scholarships will be made available to qualifying youth.

As indicated, Youth City will incorporate programming and enrichment activities in "spaces" to include **Entertainment, Education and Health and Wellness**. Specifically, these "spaces" will provide:

Youth City "Spaces"	Activities
<u>Entertainment Space:</u> Youth City participants will converge in a safe environment that will employ structured, disciplined activities and take an innovative approach to infusing FUN!	• Arcade/Gaming • Movie Showings • Spoken Word • Talent/Drama Shows
<u>Education Space:</u> Youth City participants will engage with educational professionals to employ activities based on, but not limited to, <i>21st Century Community Learning Center</i> priorities.	• Tutoring/Homework Assistance • Mentoring/Career Mentoring • Behavior Reinforcement • Technology Enrichment • GED Preparation • Leadership and Development • Economic Development Strategies • Civic Engagement
<u>Health and Wellness Space:</u> Youth City participants will be exposed to appropriate physical activity and nutrition education activities.	• Physical Activity Classes – Structured Play • Nutrition Classes – Cooking Demos • Health Disparities Workshops

IV. Program Objectives and Measureable Outcomes

Youth City is an educationally enhancing program designed to broaden the overall learning experience for youth, which will elevate them to a level of development beyond normal expectancy from traditional learning institutions. As such, Youth City will:

- Objective 1: Explore the feasibility of improving academic achievement and graduation rates of Youth City participants through leadership and development activities as demonstrated by daily attendance reports and academic/conduct grade reports
- Objective 2: 100% of Youth City participants will experience improved attitudes toward school, lower risk for substance abuse, **decreased** involvement with the juvenile justice system and other risky behaviors through violence/substance abuse prevention, conflict resolution/reconciliation and academic enrichment programming as evidenced by student/parent/teacher/justice center staff surveys.

- Objective 3: 100% of Youth City participants will have opportunities to obtain academic, life and social skills through evidence-based activities as demonstrated by sign-in sheets, pre/post tests and participant surveys
- Objective 4: 100% of Youth City participants will gain exposure to appropriate entertainment and culturally competent activities in a safe and structured environment as evidenced by sign-in sheets
- Objective 5: 100% of Youth City participants will gain exposure to appropriate physical activity and nutrition programming as demonstrated by sign-in sheets and other evidence-based measurement tools
- Objective 6: 100% of Youth City participants will gain exposure to economic development strategies, including fundraising efforts and entrepreneurial activities as demonstrated by revenue/income data and other measurement instruments utilized
- Objective 7: 100% of Youth City participants will be matched with a professional career mentor, according to their area of interest, to "shadow" throughout the programming year as evidenced by mentor/mentee sign-in sheets, photos and/or video

V. Long Term Youth City Objectives/Goals (*Goals to be accomplished in Phases II & III of Youth City Initiative*)

- Encourage healthy parent-child relationships for all Youth City participants through parenting skills conferences/workshops/seminars held
- Increase levels of social self-efficacy and self-assertive efficacy of a minimum of 300 Youth City participants as demonstrated by survey data
- Decrease dropout rates of Youth City participants as demonstrated by survey data and program tracking/monitoring
- Establish and operate a youth crisis hotline for participating and non-participating members
- Evaluate program impact by identifying and utilizing a Program Evaluation Team
- Initiate the process of establishing existing Youth City curriculum as a "research-based" curriculum through university partnership
- Explore the feasibility of program replication in nine other areas over a five-year period as evidenced by established Youth City locations
- Identify and train Youth City participants as Ambassadors over a five-year period, to recruit additional student participants and serve as peer mentors

VI. Program Sustainability

Sustainability of the *Youth City* Initiative is related in part to the sustainability of Fresh Anointing House of Worship and the success of the leadership and development interventions to produce the intended impact on participating youth. This impact will eventually yield a reduction in costs (both financial and quality of life) that are associated with negative behavior choices.

As the Return on Investment (ROI) is adequately documented and reported, sustainability will be maintained. The Youth City activities that provide ROI would be funded by those who perceive it as a benefit—the stakeholders in the community.

ROI also comes from revenue-generating activities to include:

- Fundraising – Capital Campaign efforts
- Entrepreneurial Efforts – Establishing businesses within Youth City, directed and operated by Youth City participants, to generate revenue for participants and the program (Example: Food Court).
- Membership Fee – Youth City participants will pay a nominal monthly membership fee that will generate funds to be infused into programming

Additionally, ROI is realized when considering the cost effectiveness of the linkage of primary prevention activities for youth, supported by public/private funds. The cost effectiveness is enhanced by the secondary prevention activities (economic development) provided by Youth City that reduce the effects of negative behaviors on the community. These savings will be well documented in program reports generated and disseminated.

VII. Program Budget/Narrative (See Attachment)

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Page 1 of 2
FRESH START COMMUNITY DEVELOPMENT CORPORATION'S - YOUTH CITY

Annual Operating Budget
Fiscal Year: 2013-2014

Item	Salary	FTE	Grant Funds	Match	Total
PERSONNEL					
CEO - 0.25 FTE position - Responsible for organization fundraising	80,000	40%	32,000	0	32,000
Executive Director - 0.5 FTE position - Responsible for overall program coordination	60,000	50%	30,000	0	30,000
Program Director - 1.0 FTE position - Responsible for day-to-day program coordination	38,000	100%	30,000	0	30,000
Program Coordinator - 1.0 FTE position - Responsible for assisting Director in day-to-day program operations	32,000	100%	32,000	0	32,000
Administrative Assistant - 1.0 FTE position - Responsible for administrative functions	15,000	100%	0	15,000	15,000
Accountant - 0.5 FTE position - Responsible for accounting and bookkeeping functions	45,000	50%	0	22,500	22,500
SUBTOTAL PERSONNEL			124,000	37,500	161,500
FRINGE BENEFITS @ 15%			18,600	5,625	24,225
TOTAL PERSONNEL			142,600	43,125	185,725
TRAVEL					
Out of State Travel - Costs associated with travel for CEO/ED to attend meetings and conferences to further sustainability of the organization: 6 trips per year - Airfare \$400 roundtrip x 6 = \$2,400; Hotel \$200/night x 2 nights x 6 trips = \$2,400; Meals - \$150 x 6 trips = \$900; Registration fees for 4 conferences - \$250 ea. x 4 = \$1,000			3,350	3,350	6,700
In-State Travel - Travel for Founder/CEO (including lodging and meals) to attend conferences and meetings to further sustainability of the organization			500	500	1,000
TOTAL TRAVEL			3,850	3,850	7,700
EQUIPMENT					
Rental, Lease or Purchase of Office Furniture and Related Equipment estimated at \$11,000			5,000	6,000	11,000
TOTAL EQUIPMENT			5,000	6,000	11,000
SUPPLIES					
Office Supplies - includes materials used to support day to day office functions, including but not limited to paper, ink cartridges, pens, paper clips, CD's, notebooks, etc. at \$150/mo x 12 = \$1,800; QuickBooks accounting software @ \$150			1,950	0	1,950
Printing - Printing costs associated with photos and other organizational materials			400	2,500	2,900
Postage - Costs of organization mail-outs			500	0	500
TOTAL SUPPLIES			2,850	2,500	5,350
CONTRACTUAL					
Temp/Part Time Contracts - includes funding for graphics/design services; data entry, and other sporadic tasks = \$5,300 Website Development and Maintenance: Consultant @ \$2,500			0	7,800	7,800
Audit - includes funding for audit by CPA = \$2,000			0	2,000	2,000
TOTAL CONTRACTUAL			0	9,800	9,800
OTHER					
Occupancy Expense - rental space in building for Youth City - \$12,500 per month x 12 months = \$150,000			150,000	0	150,000
Construction Expense - costs associated with renovations = \$35,000			35,000	0	35,000
Utilities - includes electricity, telephone and Internet for office: electricity (\$180/mo x 12 = \$2,160); Phone & Internet (\$120/mo x 12 = \$1,440)			3,600	0	3,600
TOTAL OTHER			188,600	0	188,600

28-12

YOUTH CITY PROGRAM COSTS					
			Grant Funds	Match	Total
TRAVEL					
In-State Travel - Travel for Youth City participants (Field Trips)			2,000	0	2,000
TOTAL TRAVEL			2,000	0	2,000
EQUIPMENT					
Sound Equipment: 52-channel Mixing Board (\$7,000); speakers (\$8,000); Power Stations (\$8,000); Accessories (\$5,000); Installation (\$5,000) - Total Sound Equip: \$33,000			33,000	0	33,000
Arcade Room Equipment: Basketball Machine (\$3,700); Video Game w. Monitor (\$3,000); Racing Stimulator (\$3,000); Foosball Table (\$1,300); Shuffleboard/Bowling Table (\$3,500); Bumper Pool Table + Accessories (\$1,050) - Total Arcade Room Equip: \$15,550			15,000	550	15,550
Computer/Technology Lab Equipment: Desktops computers: (15 @ \$400 = \$6,000); Computer Printers: (5 @ \$70 = \$350); Tablets (Nextbook 7): (15 @ \$75 = 1,125) - Total Computer Lab Equip: \$7,475			7,475	0	7,475
Kitchen Equipment: Refrigerator (\$500); Range/Microwave (\$700); Freezer (\$300) - Total Kitchen Equip: \$1,500			1,500	0	1,500
Movie Theater System Equipment: 8" Indoor/Outdoor Entertainment System (\$1,700); Screen w. Remote Capability (\$600) - Total Movie System Equip: \$2,300			2,000	300	2,300
TOTAL EQUIPMENT			58,975	850	59,825
SUPPLIES					
Educational Materials - includes materials provided to Youth City participants class activities: Name Badges - \$1,050; Binders - \$1,700; Pens - \$60; Notepads - \$112; 3-hole punch machines - \$60; other supplies as necessary @ \$350			1,666	1,666	3,332
Printing - Printing costs associated with Youth City brochures, forms, business cards and other materials			500	400	900
Postage - Costs associated with Youth City mail-outs			0	200	200
TOTAL SUPPLIES			2,166	2,266	4,432
CONTRACTUAL					
Security Personnel (Armed, PT): During school year - 798 hours @ \$20/hr = \$15,960; During the summer - 352 hours @ \$20/hr = \$7,040 Total Security Personnel: \$23,000			23,000	0	23,000
Temp/Part Time Contracts - Costs associated with miscellaneous programmatic consultation			2,000	0	2,000
TOTAL CONTRACTUAL			25,000	0	25,000
OTHER					
TOTAL OTHER			0	0	0
TOTAL PROGRAM COSTS			176,282	6,232	182,514
TOTAL DIRECT COSTS			431,041	68,391	499,432
INDIRECT COSTS @ 8%			34,483	0	59,932
TOTAL			465,524	74,623	559,364

**City of Montgomery
and
Montgomery County**

**Youth
Initiative**

Youth of Today:

The National Center for Education Statistics lists the following factors that lead to life challenges for students and youth:

- low socioeconomic status
- living in a single-parent home
- changing schools at non-traditional times
- below-average grades in middle school
- being held back in school through grade retention
- having older siblings who left high school before completion
- negative peer pressure

Youth are seeking structure, discipline and socialization as ways to manage the breakdown of the family unit and the socioeconomic challenges in their lives. The specific issues we face in Montgomery include:

- Lack of positive role models for our youth
- Family structure
- High unemployment for youth of working age
- Gang/negative group affiliation
- Educational challenges

Youth Initiative

Every child in Montgomery can come to realize that they can be successful; connect with others; solve problems that affect them in non-violent ways; work to have a brighter future; influence others without intimidation; and, be of benefit to others. Some children just need a little more help doing that than others.

That's where we come in....

Purpose: To coordinate, develop and support programs and resources for youth in the Montgomery area.

We have established seven goals:

GOAL #1: Establish a comprehensive roster of agencies and organizations providing services to youth.

- A. Maintain a mapping of geographic locations of services and resources, to include government agency programs – City of Montgomery, Montgomery County, private entities, YMCA, Boys & Girls Clubs, churches and community entities
 - a. Evaluate areas of need and maintain an active listing
 - b. Evaluate areas of duplication and be prepared to make recommendations if options for change emerge
- B. Document the specific area(s) of focus for each of the programs
 - a. Maintain listing of contact information for programs and facilities
 - b. Assist in making connections and fostering partnerships

GOAL #2: Act as a clearinghouse for requests for support from the City/County

- A. Develop an application process for entities seeking support from the City of Montgomery and/or Montgomery County

- B. Establish a method for review and evaluation of requests
 - a. Notify applicant and facilitate grant process
 - b. Evaluate program and recommend renewal if requested
 - c. Maintain listing of grantees and evaluative status
- C. Make recommendations to approving authority

NOTE: The following are not comprehensive lists, but examples of potential programs under each area.

GOAL #3: Support and develop a variety of recreation opportunities for youth

- A. Athletics
 - a. Basketball
 - b. Volleyball
 - c. Flag football
 - d. Kickball
 - e. Softball
 - f. Baseball
 - g. Gymnastics
- B. Recreation
 - a. Arts classes
 - b. Table game tournaments
 - c. Electronic tournaments
 - d. Exercise
 - e. Swimming
 - f. Crafts, sewing, etc.
- C. Non-traditional recreation and athletic programs
 - a. Music
 - b. Dance/Ballet
 - c. Archery
 - d. Bocce
 - e. Disc golf
- D. After school and weekend programs
- E. Summer programs
- F. Non-traditional scheduled times
 - a. Weekends, evenings, night leagues

GOAL #4: Support and develop a variety of education opportunities for youth

- A. Mentoring
- B. Connections with the Montgomery County School system – how can we partner?
 - a. How do we better use resources, affect education in the summer?
- C. Leadership Academy
- D. Drop-out prevention
- E. Arts; Dance, Music
- F. Health
- G. Technical Schools

GOAL #5: Support and develop a variety of opportunities for environmental change for youth

- A. Mentoring
- B. Family Connections
- C. Community Gardens
- D. Blight clearance
- E. Youth Service opportunities
- F. Leadership Academy

GOAL #6: Support a variety of juvenile justice programs for youth

- A. Boot camps
- B. Anti-drug
- C. Anti-violence
- D. PALS
- E. School initiatives
 - Juvenile Risk and Resource Evaluation Committee
 - Graduation Tracking System – State Dept. of Education

GOAL #7: Support and develop a variety of employment strategies for youth

- A. Connections with the business community
- B. Connection with the Chamber
- C. Develop grant/funding support
- D. Maintain a current listing of employment successes

We begin by:

- Establishing where we are now
 - Met with : MPD; State Department of Education; Montgomery Education Foundation; private agencies
 - Felecia: developing a comprehensive list community faith-based organizations
 - Susan: Development Department/CDBG
 - YMCA
 - Boys & Girls Clubs
 - One Montgomery

- Common Ground
 - Alabama training Institute
 - Continue making connections with agencies and reviewing facilities
 - Build on what we're doing well/how we are already partnering
-
- Planning specifically where we are going
 - Establish target areas to begin in
 - Carver/Bellingrath/Kershaw
 - Smiley Court/Hayneville Road
 - E.D. Nixon/YMCA/Boys & Girls Clubs
 - Avoid the 'shotgun approach' – be successful initially
 - Establish budget to get programs/opportunities into target areas
-
- Connecting with the community
 - **Community Entities and Programs:**
 - Common Ground
 - YMCA
 - Boys and Girls Clubs
 - Dixie Baseball/Softball
 - BONDS
 - True Divine Volleyball League (W. Cook)
 - HIPPY
 - Church League Basketball
 - AAU Basketball
 - 100 Black Men Organization
 - Acting 4 Christ Theatre Company
 - MACOA
 - Community Action Head Start
 - RIFT Reading Program
 - EMERGE
 - Garden Square Transformation Center (Frazer)
 - Kickball League
 - Team Focus

- **Quasi- Government and Other Agencies:**

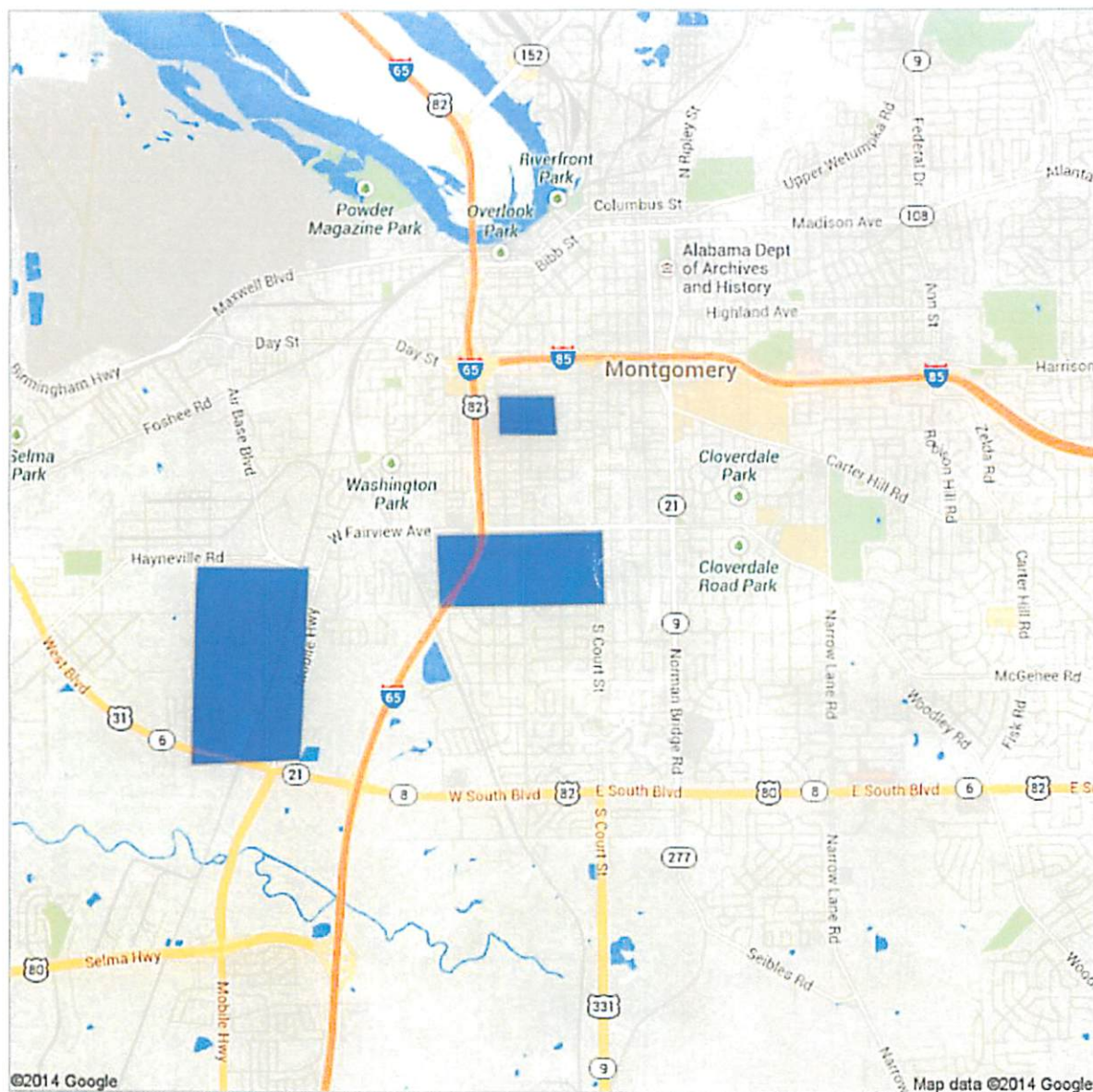
- SAYNO
 - Council on Substance Abuse
 - Cooperative Extension Service
 - E.D. Nixon Foundation
 - National Night Out
 - Sororities
 - State Department of Education
 - Huntingdon College
 - Prison Bureau
 - Court system
 - Camp P.R.I.D.E.
 - WE Mentor
 - Alabama Training Institute
 - D.A.R.E.
 - That's My Child (Chisholm)

- **City and County**

- City of Montgomery Parks and Recreation Department
 - Montgomery County Parks and Recreation Department
 - City of Montgomery Public Information & External Affairs
 - City of Montgomery Planning Department
 - Public Safety – MPD & MFD

- **Evaluating again (and again)our progress**

- What is working
 - What needs to be tweaked, scrapped, added to, diverted, etc.
 - What are we missing
 - How can we expand our successess, and how do we do that in an organized manner that best helps the youth
 - Continue to review agency/organizational charters
 - Continue to seek funds/grants
 - Evaluate how we communicate
 - With organizations
 - With the public
 - With the youth



Initial Target Areas

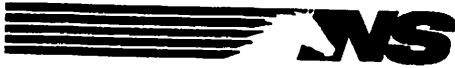
Youth Initiative - Initial target areas

Unlisted · 0 views

Created on Jan 31 · By · Updated 3 days ago

- ☐ Carver/Bellingrath/Kershaw area
- ☐ Smiley/Hayneville Road Area
- ☐ E.D. Nixon/Cleveland Ave YMCA/Housing Area

29-9



Norfolk Southern Corporation
3 Commercial Place
Norfolk, VA 23510-9207

Marcellus C. Kirchner
Director Strategic Planning
(757) 629-2679
(757) 823-5807 FAX

February 19, 2014

Mr. Donald L. Mims, Administrator
Montgomery County Administration
P.O. Box 1667
Montgomery, AL 36102-1667

RE: Docket No. AB-290 (Sub-No. 278X), Central of Georgia Railroad Company -
Abandonment – in Montgomery County, Alabama

Docket No. AB-55 (Sub-No. 728X), CSX Transportation, Inc. – Discontinuance of
Operating Rights – in Montgomery County, Alabama

Dear Mr. Mims:

Central of Georgia Railroad Company, a wholly-owned subsidiary of Norfolk Southern Railway Company, is considering the abandonment of 2.12 miles of its rail line between Mileposts H 411.50 and H 413.62, and CSX Transportation, Inc. is considering the discontinuance of its operating rights over the 0.55 mile portion of the rail line between Mileposts H 413.07 and H 413.62, in the City of Montgomery, Montgomery County, Alabama. A map is included depicting the area under consideration.

During the removal of track and materials, if any, the railroads do not anticipate the use of any new access roads, the need to conduct dredging, or the use of fill. Only existing public and private access roads and the right of way should be needed to facilitate operations. In addition, the underlying roadbed will not be disturbed. There are three bridges on the line. During the removal of track and materials the bridges may be removed; however, any debris or other material will be removed from the area, preventing any of the material from entering waterways. The railroads will also take all measures to prevent and/or control the occurrence of spills or of any pollutants from entering surrounding waterways.

Should the rail segment be abandoned, the approval of the Surface Transportation Board is required. In addition, Federal Regulation 49 C.F.R. 1105.7 (3i) requires the railroads to address the following statement:

- (i) "Based on consultation with local and/or regional planning agencies and/or a review of the official planning documents prepared by such agencies, state whether the proposed action is consistent with existing land use plans. Describe any inconsistencies."

Your consideration of our proposed action in conjunction with Montgomery's long range plans would be appreciated. Please provide comments on how this abandonment and discontinuance of rail segment would interact with such plans, and if possible provide a planning map. Please direct your responses and questions to LaWada Poarch at:

LaWada Poarch, Abandonments Coordinator
Norfolk Southern Corporation
Strategic Planning – 12th Floor
3 Commercial Place
Norfolk, VA 23510
(757) 629-2803
Lawada.Poarch@nscorp.com

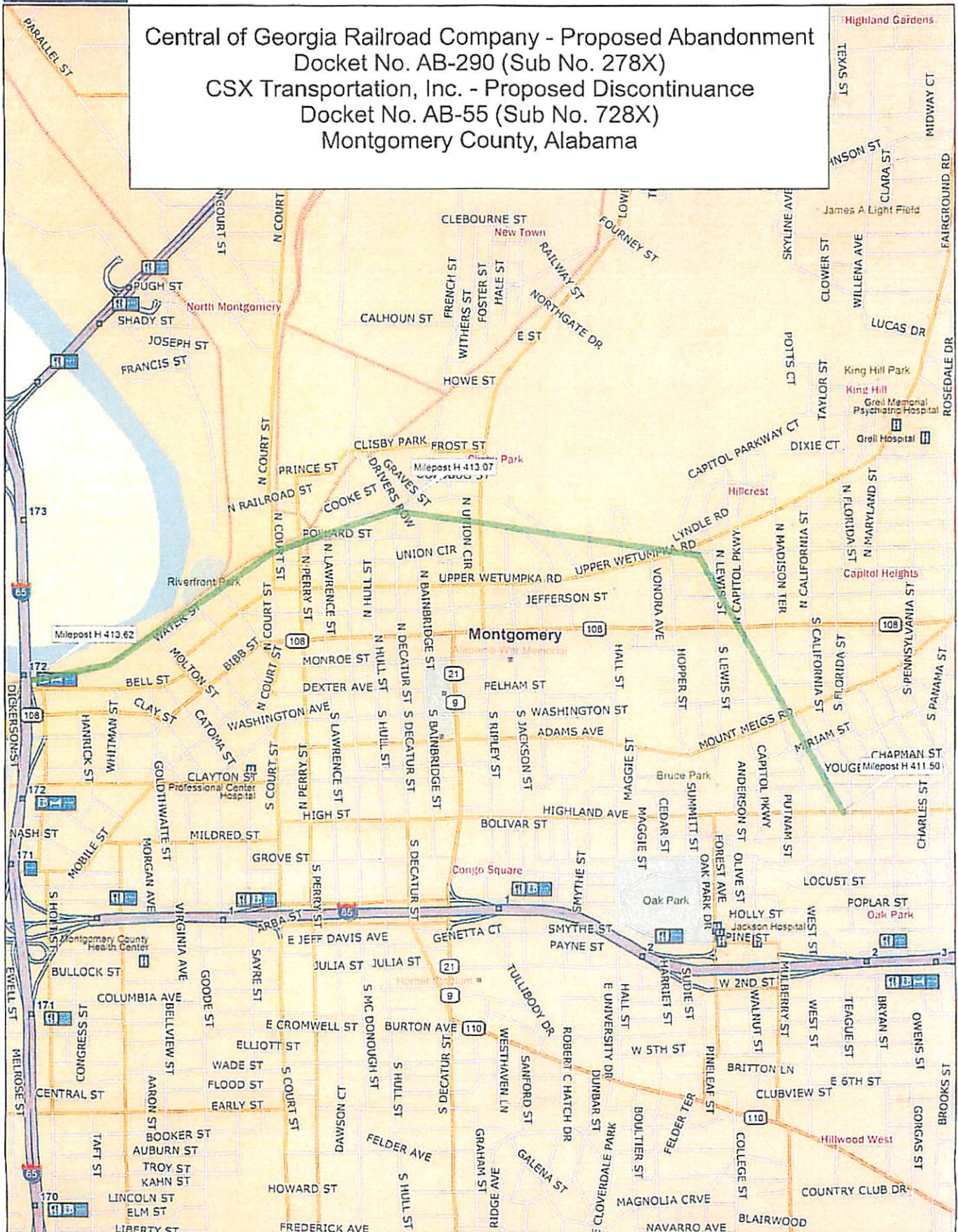
Very truly yours,



Marcellus C. Kirchner
Director Strategic Planning
Central of Georgia Railroad Company

Attachment

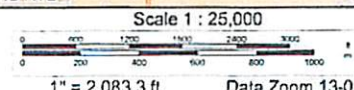
Central of Georgia Railroad Company - Proposed Abandonment
Docket No. AB-290 (Sub No. 278X)
CSX Transportation, Inc. - Proposed Discontinuance
Docket No. AB-55 (Sub No. 728X)
Montgomery County, Alabama



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www.delorme.com



30-3

Tammy Nix

From: Smith, Robert <rsmith@montgomeryal.gov>
Sent: Monday, March 03, 2014 5:26 PM
To: Donald Mims
Cc: George Speake; James Kelley; Conway, Chris
Subject: Re: Proposed Abandonment and Discontinuance of Operating Rights of a Portion of the Rail Line

All

We received the same letter from Norfolk Southern also. We are preparing a response. They entire abandonment location is consistent with plans to convert the old rail line into a bike-ped trail in the Downtown Montgomery Plan, Oak Park and Centennial Hill Plan and MPO Long Range Transportation Plan.

We also think that one segment has already has been abandoned and don't understand why they may be doing it again.

I can attend the meeting if needed or supply maps showing the long range plans for the abandonment location.

Robert Smith
Director of Planning
Department of Planning
City of Montgomery
25 Washington Ave 4th Floor
Montgomery, AL 36104
Phone: 334-625-2218
Fax: 334-625-4431
Email: rsmith@montgomeryal.gov<<mailto:rsmith@montgomeryal.gov>>

Sent from my iPhone

On Mar 3, 2014, at 4:30 PM, "Donald Mims" <DonaldMims@mc-ala.org<<mailto:DonaldMims@mc-ala.org>>> wrote:

George,

Attached is a letter from Marcellus Kirchner with Norfolk Southern Corporation regarding Docket No. AB-290 (Sub-No. 278X), Central of Georgia Railroad Company – Abandonment – in Montgomery County, Alabama and Docket No. AB-55 (Sub-No. 788X), CSX Transportation, Inc., - Discontinuance of Operating Rights – in Montgomery County, Alabama.

The letter states "Your consideration of our proposed action in conjunction with Montgomery's long range plans would be appreciated. Please provide comments on how this abandonment and discontinuance of rail segment would interact with such plans, and if possible provide a planning map."

Please review and contact the appropriate City officials regarding the proposed abandonment and discontinuance of operating rights of the railroad.

Please brief the Commission regarding this matter during the March 10, 2014 meeting.

Thank you for your assistance.

Donnie

Tammy Nix

From: Mike Dunn <mike.dunn@merchantcapital.com>
Sent: Wednesday, February 19, 2014 10:14 AM
To: Donald Mims
Cc: Cheri Smithson
Subject: Montgomery County Refunding Opportunity
Attachments: Montgomery County Sensitivity Analysis 2 10 2014 v2.pdf

Donnie:

As we discussed, there is, again, a refunding opportunity for the County.

The bond issue we are monitoring is the Series 2006 Public Building Authority transaction. These are the same outstanding bonds we have been monitoring for quite some time now. We refunded \$10 million of the issue in December 2012, providing savings of over \$800,000. As the County is aware, interest rates increased last year which reduced possible refunding savings to minimal amounts, and the decision was made to postpone any refunding and wait for a better opportunity.

I have discussed the current possibility with Tommy Gallion and he believes both the County Commission and the Public Building Authority have already officially approved the refunding in its entirety or on a partial basis, and no further action is required. He was traveling when we spoke and indicated he would revisit the question when he returned to his office. We also discussed who the County would prefer to serve as Bond Counsel, and he agreed to let me know the County's preference.

Prior to the 2012 refunding we discussed in much detail the "math" of an advanced refunding whereby an escrow account of treasury securities is used to "defease" the refunding bonds until their actual call date. In today's interest rate environment if tax-exempt interest rates remain unchanged, the savings associated with an *advance refunding* will increase as you approach the actual call date of the bonds. After rising significantly last summer, we have experienced some decline in tax-exempt rates over the last several months. So, the County's refunding savings have increased both as a result of lower rates *AND* as the time period until the March 1, 2016 call date has shortened.

While refunding the entire balance of the 2006 bonds (\$57,835,000) is not something we would recommend today, a partial refunding of around \$24 million merits serious consideration. Doing so would generate savings of over \$1 million ... taking some refunding savings off the table, while leaving over \$30 million in remaining 2006 bonds to continue monitoring for future refunding opportunities. This is a strategy we discussed previously with the County. In fact the 2012 partial refunding followed the same line of thinking, with the additional advantage of selling "BQ" bonds. Depending on the County's borrowing plans for the remainder of this year, another option we could examine would be downsizing the refunding to \$10 million in order to again qualify for BQ rates.

While the actual numbers are a moving target subject to market interest rates, here's are highlights of a partial refunding:

- Amount of 2006 bonds refunded = \$24,210,000
- Average interest rate of refunded bonds = 5.00%
- Average life of refunded bonds = 9.25 years
- Interest Cost of new debt = 3.22%
- Average life of new debt = 9.235 years
- Present Value Savings of Refunding = \$1,057,907
- Percentage Savings of Refunded Bonds = 4.35%

As illustrated above, we are not extending the term of the debt. The new bonds are amortized over the same period as the bonds being refunded. We can structure the refunding issue in several different ways depending on the County's preference (cash at closing, or savings over time, or reducing term, etc.). Knowing there are several capital projects

under consideration, we expect the County would most likely want to maximize cash at closing but that decision does not have to be made for some time.

A spreadsheet is attached that illustrates estimated savings from a complete refunding and a partial refunding, over time, with various interest rates. As you can see if rates do not rise, and the County waits, the refunding savings will increase. As a general rule of thumb, refundings that produce savings in excess of 3% (of the principal amount of refunded bonds) merit consideration. While the full refunding only produces 1.92% savings, the partial refunding savings exceed 4%. If the County would prefer to continue waiting in the hope that market rates do not rise and savings achieve some higher threshold, we will continue monitoring the savings and keep the County posted. However, given the fact the County has several planned capital projects, we thought a partial refunding producing about \$1,000,000 could be very appealing.

Please let us know if you have any questions or need additional information.

On another subject, you guys did a great job on the call with S&P! We expect to hear back from them before the end of the month. Montgomery County is very well run and has managed its finances extraordinarily well during the tough economy of the last several years.

Montgomery County PBA
Sensitivity Analysis 2.11.2014

Rates effective	Refunding Remaining Series 2006 Bonds			
	2.10.2014 Same	2.10.2014 Plus 25 bps	2.10.2014 Plus 50 bps	2.10.2014 Plus 50 bps
Closing	15-Oct-14	15-Oct-14	15-Oct-14	15-Mar-16
Dated Date	10/15/2014	10/15/2014	10/15/2014	3/1/2016
Delivery Date	10/15/2014	10/15/2014	10/15/2014	3/1/2016
Arbitrage yield	3.4766%	3.6758%	3.9248%	3.6657%
Escrow yield	0.2820%	0.1476%	0.1476%	0.0099%
Negative Arbitrage	\$ 3,418,369	\$ 2,750,829	\$ 2,938,334	\$ 162,426
Bond Par Amount	\$ 57,835,000	\$ 57,980,000	\$ 57,815,000	\$ 53,630,000
True Interest Cost	3.7047%	3.9578%	4.1710%	3.9181%
Net Interest Cost	3.9365%	4.1514%	4.358%	4.1329%
Average Coupon	4.8014%	4.8489%	4.8886%	4.9473%
Average Life	11.232	10.641	10.644	9.986
Par amount of refunded bonds	\$ 57,255,000	\$ 57,255,000	\$ 57,255,000	\$ 53,665,000
Average coupon of refunded bonds	5%	5%	5%	5%
Average life of refunded bonds	11.26	10.72	10.72	10.00
Net PV Savings	\$ 1,148,275	\$ 908,678	\$ (160,818)	\$ 4,053,167
Percentage savings of refunded bonds	2.01%	1.59%	-0.28%	7.55%

Rates effective	Refunding Maturities 2018 through 2027			
	2.10.2014 Same	2.10.2014 Plus 25 bps	2.10.2014 Plus 50 bps	2.10.2014 Plus 50 bps
Closing	15-Oct-14	15-Oct-14	15-Oct-14	1-Mar-16
Dated Date	10/15/2014	10/15/2014	10/15/2014	3/1/2016
Delivery Date	10/15/2014	10/15/2014	10/15/2014	3/1/2016
Arbitrage yield	2.9968%	3.2446%	3.4925%	3.1790%
Escrow yield	0.1485%	0.1485%	0.1485%	0.0099%
Negative Arbitrage	\$ 1,336,406	\$ 1,053,075	\$ 1,134,808	\$ 63,887
Bond Par Amount	\$ 24,210,000	\$ 24,355,000	\$ 24,355,000	\$ 24,445,000
True Interest Cost	3.2230%	3.4814%	3.7108%	3.3334%
Net Interest Cost	3.4934%	3.7185%	3.9236%	3.5519%
Average Coupon	5.0000%	4.9992%	4.9992%	4.8738%
Average Life	9.235	8.647	8.647	7.302
Par amount of refunded bonds	\$ 24,315,000	\$ 24,315,000	\$ 24,315,000	\$ 24,315,000
Average coupon of refunded bonds	5%	5%	5%	5%
Average life of refunded bonds	9.25	8.71	8.71	7.34
Net PV Savings	\$ 1,057,907	\$ 945,694	\$ 511,331	\$ 2,323,327
Percentage savings of refunded bonds	4.35%	3.89%	2.10%	9.56%



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

MEMORANDUM

March 10, 2014

TO: Montgomery County Commission

FROM: DiDi Henry 
Public Affairs Director

SUBJECT: Annual Volunteer Firefighter Appreciation Day

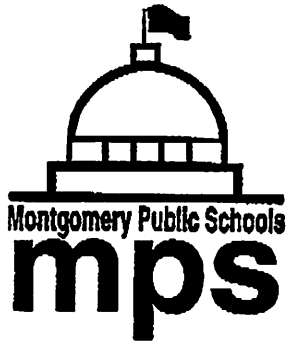
The third annual Montgomery County Volunteer Firefighter Appreciation Day will be held on Saturday, April 19, 2014, at Garrett Coliseum. The county's volunteer fire departments are very excited about this annual event and are working to make it bigger and more successful in 2014.

The event is open to the public and used as a recruiting tool for the volunteer fire departments. They will feature their equipment, trucks and vendor booths of their various suppliers. The fire departments are already practicing so they can be ready for the Firefighter Challenge Games, which have been very exciting to watch for the past two years.

Last year, the County contributed \$2, 618.22 to host the event, which included the rental of the coliseum, trophies, inflatables and related party supplies. This year, I am requesting that \$2,700 be allocated to fund this event, and Commissioner Ingram has requested that this be put on the March 10th agenda as a waive rules item. He has already spoken with Randy Stephenson from Garrett Coliseum, and Mr. Stephenson has agreed to a rental fee of \$1,800 for the coliseum. The additional funds are to purchase eight vinyl banner (one for each station), team and individual trophies for the firefighter challenge games and participation ribbons for the children's events. All the advertising materials, ribbons and trophies will state that the event is sponsored by the Montgomery County Commission and the county logo will be used on the banners and ribbons. Funding for this event can come from my advertising budget.

This will be a wonderful event by which the County Commission can show its appreciation for our volunteer firefighters and highlight the good that these men and women do in our community. I hope that you will make plans to join us for the fun on Saturday, April 19th.

Thank you.



DUNBAR RAMER SCHOOL

56 Naftel Ramer Road
Ramer, AL 36069
(334) 562-3250
Fax (334) 562-3134

February 28, 2014

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

Dear Honorable Elton Dean:

The Dunbar Ramer School Athletic Program has been growing steadily these past few years' thanks in large part to your support and generosity. We have added girls' volleyball, wrestling, and soccer to our program; which gives our students an opportunity to compete in athletics year round. Unfortunately, we have not managed to raise the money needed to purchase the proper sports equipment to hold AHSAA-sanctioned events at our school. This means that we have to travel to all of our soccer and volleyball games, which are usually 25-30 miles away. The high transportation costs greatly cut into our athletic budget, and it does not allow us to raise the capital we need to buy soccer goals, wrestling mats, and a volleyball apparatus for our gymnasium.

On behalf of our school, I am requesting that the Montgomery County Commission provide us with funding to purchase the sports equipment we need to host future sporting events at our school. An appropriation of \$3000 should cover the costs needed to make this a reality. Dunbar Ramer has an excellent gymnasium that allows us to host basketball games. The South Montgomery community supports our teams with their attendance to these games, and we believe that our residents would support our other sports if they were given the opportunity to attend these events in Ramer.

Again, I am grateful for your continued support to our school and community, and I am looking forward to your response!

Sincerely,

Rod Sellers, Principal
Dunbar Ramer School

**UPCOMING BIDS/CONTRACT RENEWALS
FOR THE MONTHS OF
MARCH, APRIL AND MAY 2014**

Agenda: February 18, 2014

<u>Contract No.</u>	<u>Item</u>	<u>Dept.</u>	<u>Vendor</u>	<u>Expiration Date</u>
<u>MARCH, 2014</u>				
52110-13B-006 (Bid)	Inmate Food Service	Detention	CMB Management	March 31, 2014
52110-13B-003 (Renewable)	Transmission Service	All Departments	Ala. Precision Trans	March 31, 2014
52602-11B-004 (Bid)	Preventive Maintenance	Youth Facility	Capital Refrigeration	March 31, 2014
52110-10C-018 (contract extend until March 31, 2014)	Emergency Medical	Co. Commission	Haynes Ambulance	March 31, 2014
<u>APRIL, 2014</u>				
51901-12B-010 (Bid)	Paint & Paint Supplies	Support Services	Glidden Paint	April 30, 2014
<u>MAY, 2014</u>				
57202-12B-006	Drug Test Equip & Svc	Detention Facility	Siemens Healthcare	May 1, 2014
52200-13B-007	Inmate Laundry Service	Detention Facility	CLS Service	May 31, 2014

(Renewable)					
52200-13B-008 (Renewable)	Hygiene Admission Kits	Detention Facility	American Amenities	May 31, 2014	
53000-13B-011 (Renewable)	Crushed Stone	Engineering	S.E. Materials Dunn Const. APAC	May 31, 2014	

FY 14 Compared to FY 13**FY TOTALS \$39,478,485.48**

Note: Collections Shown Above For Prior Year September 2008 Have Also Been Revised To Reflect The Same For A True Comparison As Shown On New Record Issued For The Month Ended September 2010

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

MONTGOMERY COUNTY COMMISSION
TOTAL SALES TAX COLLECTION COMPARISON - Same Presentation as the Past
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

Month Taxes Deposited	FY 14 Compared to FY 13		FY 13 County Collections at 1.5%	Difference %	FY 12 County Collections at 1.5%	FY 11 Total Collections at 1.5%	FY 10 Total Collections at 1.5%	FY 09 Total Collections at 1.5%	FY 08 Total Collections at 1.5%	FY 07 Total Collections at 1.5%	FY 06 Total Collections at 1.5%	FY 05 Total Collections at 1.5%	FY 04 Total Collections at 1.5%
	FY 14 County Collections at 1.5%	FY 13 County Collections at 1.5%											
OCTOBER	\$3,280,219.93	\$3,142,293.68	137,926	4.38%	\$3,105,077.65	\$3,120,218.87	\$2,939,534.46	\$3,191,706.22	\$3,386,151.28	\$3,616,866.11	\$3,410,362.42	\$3,196,825.00	\$2,980,165.00
NOVEMBER	\$3,360,233.90	\$3,189,307.66	170,926	5.36%	\$3,011,716.15	\$2,976,298.71	\$2,860,712.69	\$3,056,326.46	\$3,369,061.41	\$3,354,320.41	\$3,327,562.78	\$3,132,900.48	\$2,836,529.00
DECEMBER	\$3,302,663.69	\$3,272,129.39	30,434	0.93%	\$3,149,620.65	\$3,041,441.83	\$2,883,389.45	\$2,990,678.76	\$3,447,637.03	\$3,316,241.33	\$3,296,106.45	\$3,228,009.00	\$3,030,907.00
JANUARY	\$3,866,244.98	\$3,931,474.14	(65,229)	-1.66%	\$3,942,439.37	\$3,872,325.62	\$3,707,672.69	\$3,948,060.22	\$4,235,610.44	\$4,471,028.60	\$4,340,309.62	\$4,249,424.86	\$3,790,766.00
FEBRUARY	\$2,938,661.95	\$3,049,192.67	(109,541)	-3.59%	\$2,987,315.00	\$2,893,810.33	\$2,848,671.88	\$2,972,661.06	\$3,163,391.61	\$3,379,040.47	\$3,286,713.91	\$3,064,230.18	\$2,926,065.00
MARCH		\$3,131,421.88	(3,131,422)	-100.00%	\$3,237,955.70	\$3,098,921.29	\$3,081,962.18	\$3,003,260.86	\$3,277,803.63	\$3,331,995.45	\$3,324,104.90	\$3,191,013.71	\$2,912,030.00
APRIL		\$3,699,624.70	(3,699,625)	-100.00%	\$3,676,164.32	\$3,468,127.04	\$3,629,396.01	\$3,269,986.69	\$3,605,146.22	\$3,866,834.66	\$3,684,084.49	\$3,619,620.00	\$3,351,361.00
MAY		\$3,299,131.70	(3,299,132)	-100.00%	\$3,231,144.68	\$3,293,662.01	\$3,146,604.02	\$3,128,466.24	\$3,324,891.90	\$3,463,717.40	\$3,446,697.36	\$3,610,600.00	\$3,177,535.00
JUNE		\$3,346,464.43	(3,346,464)	-100.00%	\$3,320,667.09	\$3,215,941.38	\$3,098,242.43	\$3,093,324.36	\$3,728,267.77	\$3,613,341.33	\$3,478,146.70	\$3,309,665.46	\$3,121,984.00
JULY		\$3,349,663.44	(3,349,663)	-100.00%	\$3,334,791.83	\$3,289,629.43	\$3,171,968.28	\$3,206,283.98	\$3,338,065.40	\$3,627,299.60	\$3,618,659.24	\$3,564,031.38	\$3,097,146.00
AUGUST		\$3,153,053.75	(3,153,054)	-100.00%	\$3,150,849.41	\$3,136,660.82	\$2,842,105.46	\$3,008,383.68	\$3,242,314.28	\$3,356,083.13	\$3,352,603.08	\$3,242,648.18	\$3,108,873.00
SEPTEMBER		\$3,292,477.17	(3,292,477)	-100.00%	\$3,232,972.67	\$3,183,462.26	\$3,028,207.68	\$3,126,963.16	\$3,609,056.19	\$3,600,110.08	\$3,491,333.76	\$3,369,460.00	\$3,066,193.00
Year to Date	\$16,748,914.35	\$16,664,397.64	164,517	0.99%	\$39,280,734.22	\$38,679,489.69	\$37,188,367.02	\$37,988,980.48	\$41,507,394.96	\$42,784,677.47	\$42,047,677.68	\$40,667,328.25	\$37,378,663.00

FY TOTALS \$39,766,124.68

MONTGOMERY COUNTY COMMISSION
SCHOOL BOARD SALES TAX COLLECTION COMPARISON - New Presentation Showing No Audit Proceeds Or Refunds Paid Out
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014
(Better Presentation For Comparison To City Collections)

FY 14 Compared to FY 13

Month Taxes Deposited	FY 14 County Collections at 1.0%	FY 13 County Collections at 1.0%	Difference	%	FY 12 County Collections at 1.0%	FY 11 Total Collections at 1.0%	FY 10 Total Collections at 1.0%	FY 09 Total Collections at 1.0%	FY 08 Total Collections at 1.0%	FY 07 Total Collections at 1.0%	FY 06 Total Collections at 1.0%	FY 05 Total Collections at 1.0%
OCTOBER	\$2,140,563.20	\$2,035,268.61	105,295	5.17%	\$2,033,895.24	\$2,017,096.83	\$1,893,218.08	\$2,114,617.41	\$2,276,283.19	\$2,336,878.89	\$2,289,674.28	\$2,130,491.55
NOVEMBER	\$2,123,088.19	\$2,050,214.94	72,873	3.55%	\$2,008,042.84	\$1,920,728.11	\$1,855,446.45	\$2,022,308.26	\$2,229,765.88	\$2,241,537.84	\$2,232,176.90	\$2,072,993.19
DECEMBER	\$2,169,555.98	\$2,156,266.11	13,288	0.62%	\$2,086,293.99	\$1,948,286.43	\$1,906,191.19	\$2,136,056.18	\$2,284,514.11	\$2,174,549.44	\$2,282,808.44	\$2,136,398.13
JANUARY	\$2,559,366.17	\$2,608,733.79	(49,368)	-1.89%	\$2,649,323.26	\$2,556,849.92	\$2,426,650.42	\$2,620,917.55	\$2,811,428.31	\$2,987,724.05	\$2,964,555.09	\$2,817,342.78
FEBRUARY	\$1,944,321.08	\$1,968,248.59	(23,928)	-1.22%	\$1,948,806.50	\$1,864,357.48	\$1,852,039.84	\$1,961,527.68	\$2,112,582.91	\$2,253,143.01	\$2,240,780.16	\$2,027,212.99
MARCH		\$2,022,402.12	(2,022,402)	-100.00%	\$2,130,409.15	\$2,018,325.73	\$1,987,878.13	\$1,982,089.68	\$2,173,215.54	\$2,203,482.52	\$2,218,023.74	\$2,111,735.34
APRIL		\$2,349,908.28	(2,349,908)	-100.00%	\$2,336,160.47	\$2,251,880.23	\$2,295,451.42	\$2,153,195.40	\$2,319,623.54	\$2,552,776.74	\$2,510,945.03	\$2,384,488.02
MAY		\$2,151,387.07	(2,151,387)	-100.00%	\$2,091,289.22	\$2,075,413.33	\$2,035,714.92	\$2,065,538.64	\$2,212,009.37	\$2,290,604.35	\$2,364,163.45	\$2,324,726.28
JUNE		\$2,170,841.10	(2,170,841)	-100.00%	\$2,128,235.86	\$2,079,430.33	\$1,989,820.56	\$2,042,109.23	\$2,480,857.61	\$2,391,375.82	\$2,316,772.70	\$2,180,836.51
JULY		\$2,170,477.57	(2,170,478)	-100.00%	\$2,161,015.60	\$2,166,532.70	\$2,043,667.02	\$2,142,810.94	\$2,211,035.61	\$2,413,981.16	\$2,422,157.82	\$2,350,897.70
AUGUST		\$2,131,173.21	(2,131,173)	-100.00%	\$2,079,969.66	\$1,982,708.14	\$1,986,633.51	\$1,986,118.81	\$2,154,916.80	\$2,231,903.25	\$2,203,972.55	\$2,086,975.08
SEPTEMBER		\$2,183,146.41	(2,183,146)	-100.00%	\$2,101,559.77	\$2,083,636.49	\$1,953,355.70	\$2,022,315.76	\$2,332,187.51	\$2,342,155.12	\$2,315,788.43	\$2,200,938.80
Year to Date	\$10,936,894.62	\$10,818,734.04	118,161	1.09%	\$25,755,001.56	\$24,925,265.72	\$24,236,067.24	\$25,249,585.44	\$27,598,509.38	\$28,400,092.29	\$28,373,821.59	\$26,845,038.37

FY TOTALS \$25,998,069.80

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

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

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

**MONTGOMERY COUNTY COMMISSION
SCHOOL BOARD SALES TAX COLLECTION COMPARISON - Same Presentation as the Past
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014**

FY 14 Compared to FY 13

Month Taxes Deposited	FY 14 County Collections at 1.0%	FY 13 County Collections at 1.0%	Difference	%	FY 12 County Collections at 1.0%	FY 11 Total Collections at 1.0%	FY 10 Total Collections at 1.0%	FY 09 Total Collections at 1.0%	FY 08 Total Collections at 1.0%	FY 07 Total Collections at 1.0%	FY 06 Total Collections at 1.0%	FY 05 Total Collections at 1.0%
OCTOBER	\$2,158,082.51	\$2,059,868.92	98,214	4.77%	\$2,049,858.39	\$2,038,900.90	\$1,920,009.74	\$2,114,617.41	\$2,276,283.19	\$2,336,878.89	\$2,298,674.28	\$2,130,491.55
NOVEMBER	\$2,211,660.67	\$2,073,083.78	138,577	6.68%	\$2,020,634.85	\$1,944,717.07	\$1,865,913.01	\$2,022,308.26	\$2,228,755.88	\$2,241,537.84	\$2,232,176.90	\$2,072,993.19
DECEMBER	\$2,175,888.07	\$2,161,032.89	14,856	0.69%	\$2,108,410.30	\$1,988,363.73	\$1,869,563.07	\$2,136,056.18	\$2,284,514.11	\$2,174,549.44	\$2,282,808.44	\$2,136,399.13
JANUARY	\$2,563,030.73	\$2,616,927.60	(53,897)	-2.06%	\$2,668,032.94	\$2,569,227.92	\$2,433,584.56	\$2,620,917.55	\$2,811,428.31	\$2,987,724.05	\$2,964,555.09	\$2,817,342.78
FEBRUARY	\$1,930,503.86	\$1,991,385.15	(60,881)	-3.06%	\$1,989,442.33	\$1,889,548.69	\$1,857,388.66	\$1,981,527.58	\$2,112,582.91	\$2,253,143.01	\$2,240,780.16	\$2,027,212.99
MARCH		\$2,074,148.97	(2,074,147)	-100.00%	\$2,142,089.15	\$2,036,908.47	\$2,000,097.00	\$1,982,069.68	\$2,173,215.54	\$2,203,482.52	\$2,218,023.74	\$2,111,735.34
APRIL		\$2,360,555.16	(2,360,555)	-100.00%	\$2,352,399.16	\$2,275,862.01	\$2,312,488.34	\$2,153,195.40	\$2,319,623.54	\$2,562,776.74	\$2,510,946.03	\$2,384,489.02
MAY		\$2,159,460.97	(2,159,461)	-100.00%	\$2,117,657.60	\$2,181,768.43	\$2,056,197.60	\$2,065,538.64	\$2,212,009.37	\$2,290,604.35	\$2,364,163.45	\$2,324,726.28
JUNE		\$2,183,872.05	(2,183,872)	-100.00%	\$2,171,026.56	\$2,115,603.54	\$2,032,869.37	\$2,042,109.23	\$2,480,957.61	\$2,391,375.92	\$2,318,772.70	\$2,190,836.51
JULY		\$2,184,793.45	(2,184,793)	-100.00%	\$2,184,757.62	\$2,179,348.26	\$2,095,198.37	\$2,142,810.94	\$2,211,036.61	\$2,413,981.16	\$2,422,157.82	\$2,350,897.70
AUGUST		\$2,131,451.32	(2,131,451)	-100.00%	\$2,096,370.72	\$2,056,472.99	\$1,921,334.27	\$1,886,118.81	\$2,154,815.80	\$2,231,903.25	\$2,203,972.55	\$2,096,975.08
SEPTEMBER		\$2,178,821.22	(2,178,821)	-100.00%	\$2,118,841.79	\$2,077,732.37	\$1,979,641.24	\$2,065,848.81	\$2,332,187.51	\$2,342,155.12	\$2,315,786.43	\$2,200,938.80
Year to Date	\$11,039,166.84	\$10,902,296.34	136,869	1.26%	\$25,989,521.41	\$25,354,452.27	\$24,344,285.23	\$25,293,118.49	\$27,598,509.38	\$28,400,092.29	\$28,373,821.59	\$26,845,038.37

FY TOTALS \$26,185,399.48

MONTGOMERY COUNTY COMMISSION
TOTAL LODGING TAX COLLECTION COMPARISON
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

Month Taxes Deposited	FY 14 County Collections (Net of Audits)	FY 13 County Collections (Net of Audits)	Difference	FY 14% of FY 13	FY 12 County Collections (Net of Audits)	FY 11 County Collections (Net of Audits)	FY 10 County Collections (Net of Audits)	FY 09 County Collections (Net of Audits)	FY 08 County Collections (Net of Audits)	FY 07 County Collections	FY 06 County Collections
OCTOBER	\$125,810.01	\$130,518.53	-\$4,708.52	-3.61%	\$129,788.39	\$90,450.70	\$76,167.78	\$80,394.00	\$85,389.00	\$96,766.68	
NOVEMBER	\$134,418.39	\$129,403.01	\$5,015.38	3.88%	\$136,865.64	\$97,820.73	\$83,493.00	\$91,018.26	\$82,912.00	\$89,391.10	
DECEMBER	\$131,612.41	\$122,045.52	\$9,566.89	7.84%	\$135,043.41	\$73,352.85	\$75,264.67	\$78,616.00	\$70,910.00	\$81,974.31	
JANUARY	\$175,562.73	\$119,034.95	\$56,527.78	47.49%	\$116,960.65	\$117,494.72	\$77,080.62	\$63,846.00	\$74,508.00	\$71,218.23	
FEBRUARY	\$173,369.88	\$110,354.05	\$63,015.83	57.10%	\$112,071.38	\$110,488.53	\$79,625.91	\$65,773.76	\$69,418.38	\$72,734.13	
MARCH		\$120,791.98	-\$120,791.98	-100.00%	\$140,556.61	\$133,350.07	\$91,658.00	\$89,980.66	\$104,324.00	\$79,463.09	
APRIL		\$154,554.57	-\$154,554.57	-100.00%	\$155,696.79	\$143,432.70	\$97,434.00	\$89,419.80	\$88,280.44	\$91,745.00	
MAY		\$138,910.11	-\$138,910.11	-100.00%	\$132,858.15	\$135,834.83	\$90,676.00	\$83,291.00	\$94,118.00	\$103,146.70	\$77,494.40
JUNE		\$143,536.96	-\$143,536.96	-100.00%	\$138,452.50	\$133,739.74	\$86,555.65	\$90,215.00	\$88,706.00	\$80,069.00	\$84,995.48
JULY		\$147,306.61	-\$147,306.61	-100.00%	\$146,942.79	\$145,371.25	\$96,492.84	\$87,515.78	\$101,972.09	\$91,751.00	\$88,320.49
AUGUST		\$146,925.48	-\$146,925.48	-100.00%	\$146,822.89	\$147,058.66	\$96,310.00	\$94,001.00	\$92,973.52	\$89,222.00	\$94,782.91
SEPTEMBER		\$137,316.54	-\$137,316.54	-100.00%	\$139,758.00	\$142,709.12	\$87,044.00	\$86,034.26	\$95,529.98	\$87,431.00	\$85,760.00
Year to Date	\$740,773.42	\$611,356.06	\$129,417.36	21.17%	\$1,631,817.20	\$1,471,103.90	\$1,037,802.47	\$1,010,105.52	\$1,059,041.41	\$1,034,912.24	\$431,353.28

FY TOTALS \$1,600,698.31

NOTES:

Lodging Rate Changed Effective December 1, 2013. Rate Increased From \$1.50 To \$2.25 Per Room Rented/Furnished. Lodging Rate Was \$1.50 Per Room Rented/Furnished From December 1, 2010 Through November 30, 2013. Initial Lodging Rate Was \$1.00 Per Room Rented/Furnished From April 1, 2008 Through November 30, 2010.

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

February 2014 Collections Shown Above Are Net of \$538.86 Audits. February 2014 Collections Including Audits Totaled \$173,908.74.

MONTGOMERY COUNTY COMMISSION

TOTAL MOTOR FUEL / GASOLINE TAX COLLECTION COMPARISON

OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

Month Taxes Deposited	FY 14 County Collections	FY 13 County Collections	Difference	FY 14 % of FY 13	FY 12 County Collections	FY 11 County Collections	FY 10 County Collections	FY 09 County Collections	FY 08 County Collections	FY 07 County Collections	FY 06 County Collections	FY 05 County Collections	FY 04 County Collections
OCTOBER	\$115,848.14	\$117,747.11	-\$1,897.97	-1.61%	\$122,397.70	\$129,485.41	\$128,602.75	\$122,819.40	\$131,431.18	\$147,134.81	\$148,691.76	\$136,263.70	\$138,524.25
NOVEMBER	\$144,887.33	\$128,927.51	\$16,959.82	12.38%	\$126,138.43	\$131,821.66	\$131,109.74	\$140,959.08	\$139,649.82	\$149,345.81	\$170,906.01	\$140,764.99	\$139,303.09
DECEMBER	\$119,369.29	\$119,209.28	\$160.01	0.13%	\$123,734.46	\$122,993.67	\$121,824.96	\$126,525.74	\$130,576.82	\$142,001.39	\$137,069.46	\$137,192.77	\$130,614.23
JANUARY	\$124,428.93	\$119,438.35	\$4,990.58	4.18%	\$123,368.06	\$132,469.50	\$134,624.20	\$133,168.99	\$132,710.13	\$137,632.24	\$145,554.52	\$143,017.17	\$140,807.20
FEBRUARY	\$116,262.54	\$120,575.79	-\$4,313.25	-3.58%	\$116,317.80	\$117,843.96	\$124,816.72	\$124,744.47	\$122,467.49	\$128,594.64	\$121,357.84	\$128,331.93	\$131,563.01
MARCH		\$116,366.70	-\$116,366.70	-100.00%	\$118,944.86	\$119,740.83	\$122,760.76	\$122,181.42	\$127,836.30	\$129,748.15	\$148,493.12	\$130,888.28	\$132,255.94
APRIL		\$132,760.62	-\$132,760.62	-100.00%	\$125,195.99	\$133,872.83	\$140,254.46	\$131,464.61	\$143,992.83	\$121,070.37	\$147,331.92	\$146,760.44	\$148,737.03
MAY		\$128,976.82	-\$128,976.82	-100.00%	\$127,146.28	\$128,147.03	\$139,372.47	\$134,068.49	\$134,662.63	\$130,277.77	\$135,435.46	\$143,700.38	\$142,563.23
JUNE		\$135,036.74	-\$135,036.74	-100.00%	\$133,057.98	\$131,383.85	\$138,630.67	\$130,919.07	\$150,668.15	\$142,064.46	\$143,658.10	\$146,726.10	\$137,113.75
JULY		\$136,899.14	-\$136,899.14	-100.00%	\$129,894.40	\$130,793.70	\$137,671.94	\$135,855.21	\$133,863.13	\$136,886.87	\$150,335.37	\$146,221.33	\$134,076.13
AUGUST		\$134,598.24	-\$134,598.24	-100.00%	\$132,248.94	\$127,285.33	\$130,748.17	\$126,087.38	\$137,111.09	\$138,154.02	\$144,162.10	\$148,790.07	\$146,000.86
SEPTEMBER		\$131,991.94	-\$131,991.94	-100.00%	\$136,543.09	\$137,599.99	\$135,878.23	\$140,923.91	\$137,251.76	\$109,086.03	\$152,983.09	\$157,462.84	\$140,566.55
Year to Date	\$620,797.23	\$605,898.04	\$14,899.19	2.46%	\$1,514,987.99	\$1,543,417.76	\$1,586,296.07	\$1,569,722.77	\$1,622,221.33	\$1,611,976.56	\$1,744,978.85	\$1,708,120.00	\$1,662,125.27

FY Totals \$1,522,528.24

2821MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104

STATISTICAL REPORT FOR FEBRUARY 2014

Federal Prisoners Received 17
Federal Prisoner Carryovers from Previous Month 47
Total Federal Inmate Days 1313

State Inmates Received 366
State Inmate Carryovers from Previous Month 541
Total State Inmates in Facility this Month 908
Total Carryovers to Next Month 479
Total State Inmate Days 14,642

Total Inmates (State and Federal Combined) 972
Total Inmate Days (State and Federal Combined) 15,955

* Average Daily Population 570

Total Days Billed to the State 14,642
Amount Charged to the State \$25,623.50
Sheriff's Allowance \$315.00
Total Charged to the State \$25,938.50

Total Spent for Food this Month \$38,777.26
Amount Over Allowance \$38,462.26
Amount Under Allowance --
Average Cost for Food per Inmate Day \$2.43

THE STATE OF ALABAMA,

Vendor Number

63600165305

Payable to

Montgomery County Commission & D.T. Marshall Sheriff of

Montgomery

County.

For feeding prisoners in the jail of said county during the month of

February, 2014

Month Year

Date	Total # In Jail	Insane	Juvenile	Federal	Other	# In Jail State	Per Capita	Sheriff's Allowance
1	542					542	\$ 948.50	\$ 11.25
2	543					543	\$ 950.25	\$ 11.25
3	557					557	\$ 974.75	\$ 11.25
4	549					549	\$ 960.75	\$ 11.25
5	557					557	\$ 974.75	\$ 11.25
6	556					556	\$ 973.00	\$ 11.25
7	537					537	\$ 939.75	\$ 11.25
8	531					531	\$ 929.25	\$ 11.25
9	533					533	\$ 932.75	\$ 11.25
10	531					531	\$ 929.25	\$ 11.25
11	530					530	\$ 927.50	\$ 11.25
12	525					525	\$ 918.75	\$ 11.25
13	529					529	\$ 925.75	\$ 11.25
14	515					515	\$ 901.25	\$ 11.25
15	512					512	\$ 896.00	\$ 11.25
16	513					513	\$ 897.75	\$ 11.25
17	511					511	\$ 894.25	\$ 11.25
18	514					514	\$ 899.50	\$ 11.25
19	517					517	\$ 904.75	\$ 11.25
20	505					505	\$ 883.75	\$ 11.25
21	506					506	\$ 885.50	\$ 11.25
22	506					506	\$ 885.50	\$ 11.25
23	511					511	\$ 894.25	\$ 11.25
24	508					508	\$ 889.00	\$ 11.25
25	504					504	\$ 882.00	\$ 11.25
26	498					498	\$ 871.50	\$ 11.25
27	491					491	\$ 859.25	\$ 11.25
28						0	\$ -	\$ -
29						0	\$ -	\$ -
30						0	\$ -	\$ -
31						0	\$ -	\$ -
Total	14642	0	0	0	0	14642	\$ 25,623.50	\$ 315.00

Amount Chargeable to the State (0900-14) \$ 25,623.50
 SSN: _____ Sheriff's Allowance (0900-31) \$ 315.00
 Total Amount \$ 25,938.50

Affadavit of the Sheriff before Notary Public
 The State of Alabama _____
 Montgomery _____ County

Before me Christie Vasquez
 Montgomery County Commission & D.T. Marshall
 makes oath that the within account for
 that no part here of has been paid.

Notary Public, personally appeared
 Sheriff of said County, who being by me sworn,
 25938.50 Dollars is correct and

Sworn to and subscribe before me this

3rd day of

March 20 14
 Sheriff Signature
 Notary Public Signature

36-2

**PUBLIC VOUCHER FOR PURCHASES AND
SERVICES OTHER THAN PERSONAL**

VOUCHER NO.

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION

U.S. Marshals Service
One Church Street, Suite A-100
Montgomery, AL 36104
Attn: Debi Brewer

DATE VOUCHER PREPARED

March 3, 2014

SCHEDULE NO.

CONTRACT NUMBER AND DATE

PAID BY

USMS M/AL Montgomery

REQUISITION NUMBER AND DATE

**PAYEE'S
NAME
AND
ADDRESS**

Mac Sim Butler Detention Facility
225 South McDonough Street
Montgomery, AL 36106
(334) 832-1665 (Ann Cates)
Fax: (334) 265-0990
CorlisMiles@mc-ala.org

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NO.

SHIPPED FROM

TO

WEIGHT

GOVERNMENT B/L NO.

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT		AMOUNT (1)
				COST	PER	
February Jail Bill	02-01-14 thru 02-28-14	Housing for Federal Inmates Montgomery Co Jail (See Attached List)	1313	\$48.00	Day	\$63,024.00

Submitted by:

[Signature]

(Use continuation sheets) if necessary)

(Payee must NOT use the space below)

TOTAL

\$63,024.00

PAYMENT:

- ☐ PROVISIONAL
☐ COMPLETE
☐ PARTIAL
☐ FINAL
☐ PROGRESS
☐ ADVANCE

APPROVED FOR

= \$

EXCHANGE RATE

= \$1.00

DIFFERENCES

BY (2)

Amount verified; correct for

TITLE

(Signature or initials)

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

Date

Authorized Certifying Officer (2)

(Title)

ACCOUNTING CLASSIFICATION

PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON (Name of bank)
	CASH	DATE	PAYEE 3	

(1) When stated in foreign currency, state name of currency

(2) If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his/her official title.

(3) When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name as well as the capacity in which he/she signs, must appear. For example: John Doe Company, per John.

PER

TITLE

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder disbursement of the payment.

36-3

Community Corrections Census & Fiscal Report

Oct, 13 Nov, 13 Dec, 13 Jan, 14 Feb, 14 Mar, 14 Apr, 14 May, 14 June, 14 July, 14 Aug, 14 Sept, 14 TOTAL:

PROGRAM TYPE:

~County Probation Offenders	161	145	138	101	113	0	0	0	0	0	0	0	\$5,658.00
	800.00	1,384.00	954.00	1,210.00	1,310.00	-	-	-	-	-	-	-	
~Pre-Trial Release Participants (Jail Bed- Days Saved)	26	33	29	35	29	0	0	0	0	0	0	0	
	820	777	884	1029	776	0	0	0	0	0	0	0	
Fees Collected	340.00	420.00	380.00	245.00	355.00	-	-	-	-	-	-	-	\$1,740.00
~Drug Court Offenders	32	32	31	31	30	0	0	0	0	0	0	0	
Fees Collected	3,515.00	2,910.03	5,722.14	2,765.00	4,118.20	-	-	-	-	-	-	-	\$19,030.37
~Jail/Prison Diversion Offenders	126	130	138	141	143	0	0	0	0	0	0	0	
Fees Collected	2,754.00	2,890.00	2,879.00	2,800.00	3,930.00	-	-	-	-	-	-	-	\$15,253.00
Amt. Billed to AL Dept. of Corrections	25,740.00	26,810.00	32,850.00	31,470.00	29,970.00	-	-	-	-	-	-	-	\$146,640.00
~Electronic Monitoring Offenders	1	1	1	1	2	0	0	0	0	0	0	0	
Fees Collected	150.00	100.00	100.00	150.00	155.00	-	-	-	-	-	-	-	\$655.00
~Drug Screenings	258	231	363	301	289	0	0	0	0	0	0	0	
Fees Collected	1,450.00	1,265.00	1,615.00	1,770.00	1,440.00	-	-	-	-	-	-	-	\$7,540.00
~E.V.E.N. DV Program Enrolled	127	97	100	104	111	0	0	0	0	0	0	104	
Fees Collected	2,625.00	2,570.00	1,330.00	1,595.00	2,337.50	-	-	-	-	-	-	-	\$10,557.50
~Other Fees Collected	135.00	60.00	195.00	165.00	255.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$810.00
TOTAL FEES: (13-14 FY)	\$ 37,509.00	\$ 38,409.03	\$ 45,825.14	\$ 42,270.00	\$ 43,870.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 207,883.87
Prior Year Fees (Comparison):	\$40,618.00	\$38,832.00	\$36,306.00	\$38,841.00	\$37,843.00	\$38,397.00	\$36,207.00	\$37,393.00	\$36,795.00	\$37,479.50	\$36,184.00	\$37,106.68	
TOTAL POPULATION SERVED:	473	438	437	413	428	0	0	0	0	0	104	0	
(Population at end of Reporting Month)													
Comparison Population Previous Year	382	391	398	429	436	439	419	419	419	435	436	438	
~Community Service Participants	39	41	46	41	38	0	0	0	0	0	0	0	
(Community Service Hours)	217	348	305	179	165	0	0	0	0	0	0	0	
Value of Labor at \$7.25 per Hr. (Minimum Wage)	\$ 1,571.44	\$ 2,519.38	\$ 2,211.25	\$ 1,297.75	\$ 1,192.63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$8,792.44

37-1