

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

May 15, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the May 19, 2014
Montgomery County Commission Regular Meeting

We will begin our Information Session on Monday, May 19, 2014, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

Enclosed in your packets is a memorandum from me regarding the 2012-2013 Montgomery County Commission Audit. The memorandum contains an Engagement Letter from the Examiners of Public Accounts with information pertaining to the Federal Single Audit. It also contains a Fraud and Related Party Transactions Letter, which requires a response from each Commissioner. **I can help you with this if you would like me to.**

All County offices will be closed Monday, May 26, 2014 in observance of Memorial Day.

1-1 County Commission Information Session Schedule for May 19, 2014

Waived Rules Items to Consider for May 19, 2014

- 2-1 Consider Budget Change Request Number 1, District Attorney's Office
- 3-1 Consider Allocation of Voting Machines and Election Officials for 2014 Election Cycle, Probate Judge's Office (Election Center)
- 4-1 Consider Independent Contractor Agreement with Dr. John A. Jernigan to Conduct Coroner Operations for Montgomery County, County Commission

- 5-1 Consider Lease Agreement with the State of Alabama and Renovation Budget and Time Line regarding the Griel Mansion for the Montgomery County Public Defender's Office, County Commission
- 6-1 Consider District Office Lease regarding the Office of U.S. Representative Terri Sewell, County Commission

Items to Consider for June 2, 2014 Agenda

- 7-1 Consider Resolution to Support the Creation of an Economic Development District by the Central Alabama Regional Planning and Development Commission, County Commission
- 8-1 Consider Lease Agreement with the City of Montgomery regarding One Dexter Plaza for the Temporary Relocation of the District Attorney's Office, County Commission
- 9-1 Consider Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 2PER (FY2012), Sheriff's Office
- 10-1 Consider Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 3ATL (FY2013), Sheriff's Office
- 11-1 Consider Bid Award for Preventive Maintenance Services on the Heating, Ventilation, Air Conditioning and Controls, Bid No. 51901-14B-004, Detention Facility
- 12-1 Consider Bid Award for Graphics & Lettering for Sheriff's Vehicles, Bid No. 52110-14B-007, Sheriff's Office

Personnel Actions

- 13-1 **New Request:** Copy of Position Fill Request for Legal Support Assistant, Position Number 408020027, District Attorney's Office
- 14-1 **New Request:** Copy of Position Fill Request for Payroll Clerk, Position Number 006, Sheriff's Office
- 15-1 **New Request:** Copy of Position Fill Request for Inmate Grievance/Disciplinary Clerk, Position Number 110, Detention Facility
- 16-1 **New Requests:** Copies of Position Fill Requests – Personnel Department (2)
 - (1) Clerk Typist II, Position Number 013
 - (2) Clerk III, Position Number 023

General Information

- 17-1 Copy of Proposals from Bear Brothers, Inc., regarding District Attorney's Conference Room Door and New Record Storage Secure Door
- 18-1 Copy of Information regarding A Cut Above the Rest Training Facility
- 19-1 Copy of Letter from Circuit Clerk Tiffany McCord regarding New Counter, Restroom and Cubicles for Circuit Clerk's Office
- 20-1 Copy of 2015 Budget Calendar
- 21-1 Copy of Schedule of Upcoming Bids/Contract Renewals
- 22-1 Copy of Population Report for April 2014 for the Mac Sim Butler Detention Facility
- 23-1 Copy of Census and Fiscal Report for April 2014 for Community Corrections
- 24-1 Copies of Detailed Accounts Payables, paid 5/9/14, subject to the County Commission approval

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION INFORMATION SESSION SCHEDULE
FOR
MAY 19, 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. Juvenile Court Administrator Bruce Howell and Frank Litchfield with Seay, Seay & Litchfield, P.C. – Presentation regarding Proposals for District Attorney's Conference Room Door and New Record Storage Secure Door **(Information Item 17-1)**
- 8:20 a.m. Probate Judge Steven L. Reed and Director of Elections Daniel Baxter – Presentation regarding Allocation of Voting Machines and Election Officials **(Waived Rules Item 2-1)**
- 8:30 a.m. Probate Judge Steven L. Reed and Dr. John A. Jernigan – Presentation regarding the Probate Judge's Appointment of a New Coroner and Request for the County Commission to approve the Contract for Coroner Services **(Waived Rules Item 4-1)**
- 8:40 a.m. Presiding Circuit Judge Charles Price and Director Aylia McKee with the Public Defender's Office – Presentation regarding Lease with the State of Alabama for the Griel Mansion **(Waived Rules Item 5-1)**
- 8:50 a.m. Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission – Presentation regarding Economic Development District Resolution **(Future Agenda Item 7-1)**
- 9:00 a.m. County Engineer George Speake – Briefing regarding Engineering Operations
- 9:10 a.m. Chief Information and Technology Officer Lou Ialacci – Briefing regarding Information Systems Operation
- 9:20 a.m. Constituent Services Manager Melinda C. Williams – Presentation regarding Lease for U.S. Representative Terri A. Sewell's Office **(Waived Rules Item 6-1)**
- 9:30 a.m. Formal Session of County Commission
- 10:00 a.m. Circuit Judge Johnny Hardwick and Executive Director Juanida Pitts and Melinda Ricketts with A Cut Above the Rest Training Facility – Presentation regarding the Program **(Information Item 18-1)**
- 10:15 a.m. President Randy George and Chief of Staff Anna Buckalew with the Montgomery Area Chamber of Commerce – Presentation regarding Economic Development and Tourism
- 10:30 a.m. Circuit Clerk Tiffany McCord – Presentation regarding New Counter, Restroom and Cubicles for Circuit Clerk's Office **(Information Item 19-1)**
- 10:45 a.m. Adjourn
- 11:00 a.m. Alabama Update Lunch with Governor Bentley at Embassy Suites

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	District Attorney	REVIEWED:	S. Thomas	5/2/2014
DATE:	5/2/2014		Finance Director	Date
REQUESTED BY:	Daryl D. Bailey	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Software	760-51260.586	500,000	(12,500)	487,500
Data Storage, etc	760-51260.582	0	12,500	12,500
Transfer out to Worthless Ck	760-62100.62761	200,000	(75,000)	125,000
Transfer to Helping Mtgy Fam	760-62100.62762	0	75,000	75,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		700,000	0	700,000

JUSTIFICATION:

To realign budget categories for the purchase of computer hardware equipment and budget for a transfer to Helping Montgomery Families Fund.



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

Date: May 14, 2014

To: Donnie Mims
County Administrator

From: Steven L. Reed
Probate Judge

Re: **2014 Polling Place Specifications**

Attached is a summary of the polling place specifications for the Montgomery County Commission's review and approval.

If you have any questions please do not hesitate to contact me.

Sincerely,

Steven L. Reed
Probate Judge

2014 Polling Place Specifications | Montgomery County

Analysis of Prior Even Year Election Cycles

	2008	2010	2012	2014 Proposed	% Increase/Decrease
Total Tabulators	121	119	109	112	2.7% Increase
Total AutoMARKs	112	110	92	94	2.2% Increase
Total Polling Officials	809	803	700	722	3.1% Increase

Note:

Increase is attributed to adding Peter Crump (Precinct 106) as a polling place.

50% of the cost incurred in the Primary will be reimbursed by the State. 100% of the cost will be reimbursed by the State in the Primary Run-Off.

**Montgomery County
2014 Polling Place Specifications**

Precinct	Polling Place	Voters	Tabulators	AutoMARKs	Total Workers
0101	Huntingdon College	5012	3	2	20
0102	Vaughn Park Church of Christ	5394	4	2	27
0103	Montgomery Museum of Fine Art	3999	3	2	20
0104	Whitfield Methodist Church	2610	3	2	27
0105	Aldersgate Methodist Church	5000	3	2	26
0106	Peter Crump School	6059	3	2	22
0201	St. Paul AME Church	4085	2	2	17
0202	Beulah Baptist Church	4970	2	2	20
0203	Hayneville Road Community Center	3737	3	2	24
0204	Fresh Anointing House of Worship	6240	3	2	24
0205	Southlawn Elementary School	3185	2	2	14
0206	Fire Station 14	2207	2	2	11
0207	Hunter Station Community Center	612	2	2	5
0208	Catoma Elementary School	1125	2	2	6
0209	First Southern Baptist Church	439	2	2	5
0210	Pintlala Fire Department	1500	2	2	10
0301	Dalraida Church of Christ	4911	3	2	24
0302	Flowers Elementary School	3275	2	2	17
0303	Eastmont Baptist Church	4902	3	2	24
0304	Lagoon Park Fire Station	3857	2	2	17
0305	Frazer Methodist Church	8251	5	2	40
0306	Eastdale Baptist Church	2012	2	2	14
0401	St. James Baptist Church	1474	2	2	7
0402	McIntyre Community Center	3463	2	2	14
0403	Cleveland Ave. YMCA	2705	2	2	14
0404	Alabama State University Acadome	6943	2	2	17
0405	Houston Hill Community Center	1663	2	2	14
0406	Newtown Community Center	935	2	2	7
0407	King Hill Community Center	1630	2	2	13
0408	Highland Gardens Community Center	1416	2	2	10
0409	Chisholm Community Center	1410	2	2	10
0410	Sheridan Heights Community Center	3265	2	2	14
0411	Union Academy Baptist Church	184	2	2	5
0412	Union Chapel AME Church	910	2	2	5
0413	Wares Ferry Road Elementary School	3169	2	2	14
0501	Landmark Church of Christ	5276	3	2	27
0502	Snowdoun Women's Club	511	2	2	5
0503	Strata Church of Christ	255	2	2	5
0504	Ramer Library	523	2	2	5
0505	Fitzpatrick Elementary School	4479	3	2	20
0506	Davis Crossroads Fire Station	291	2	2	5
0507	Dublin Fire Station	454	2	2	5
0508	Pine Level Fire Station	562	2	2	5
0509	Pike Road Fire Station	2817	2	2	14
0510	Georgia Washington School	3864	3	2	20
0511	Lakeview Baptist Church	1608	2	2	11
0512	St. James Methodist Church	6910	3	2	27
AB	Absentee				15
	TOTALS	140099	112	94	722

MONTGOMERY PULMONARY CONSULTANTS, P.A.

Practice Limited to
Pulmonary, Critical Care &
Sleep Medicine

*1440 Narrow Lane Parkway
Montgomery, Alabama 36111-2665
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FAX (334) 281-4198*

*Fred D. Hunker, M.D.
David R. Thrasher, M.D.
William P. Saliski, Jr., D.O.
Gaeton D. Lorino, M.D.
Lisa J. Williams, M.D.
S. Allen Enslinger, M.D.*

*300 Taylor Road, Suite 200
Montgomery, Alabama 36117*

April 16, 2014

Elton Dean, Sr.
Montgomery County Commissioner
P.O. Box 5040
Montgomery, Alabama 36104

Dear Elton:

It has been my distinct privilege to serve the citizens of Montgomery County over the last 13 years as Special Coroner. I have tried my best to serve the citizens well and to keep expenses for the county to a minimum. Because of the ability to computerize the coroner's office we were able to reduce the yearly stipend to the coroner's office by over \$20,000 and also eliminated the stipend that was available for medical education for the coroner as I am a physician. In addition, we have decided to not bill the county for each transport of the deceased.

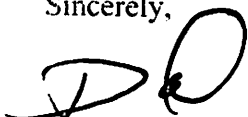
I am planning to, at this point in my life, take a little more time off and feel that it is time for someone else to fill this job. It is a great honor to have served under you and the Montgomery County Commission. I intend to be actively involved in the well-being of Montgomery.

It is my understanding that Judge Steven Reed plans to nominate Dr. John Jernigan for the position of special coroner of Montgomery County upon my retirement. I have known Dr. Jernigan for over 20 years and find him to be a very capable and ethical physician. Dr. Jernigan holds many honors and serves on many prestigious boards across the southeast. I can assure you he will certainly be a credit to the position and will serve you well.

I also know that it is difficult to transition into this position so I have offered to be an unpaid assistant to Dr. Jernigan to assure that the functions of this office will be adequately met and there will be no "learning curve." I am planning to retire from this position on May 31, 2014, assuming that Dr. Jernigan is confirmed by the Montgomery County Commission.

Thank you again for allowing me this great honor and privilege to work with you and the commission and I will continue to try to serve you well.

Sincerely,



David R. Thrasher, M.D.
DRT/jbvg

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

INDEPENDENT CONTRACTOR AGREEMENT

WITNESS THIS AGREEMENT, by and between the Montgomery County Commission, a body corporate and political (hereinafter referred to as "County") and John A. Jernigan, M.D., (hereinafter referred to as "Jernigan"), for and in consideration of the mutual covenants herein contained the receipt and sufficiency whereof being hereby acknowledged as follows:

(1) Effective June 1, 2014, Jernigan was legally appointed as Coroner of Montgomery County. As such, the Coroner must comply with certain duties as specified by various Acts of the Legislature and the Code of Alabama. As specified in those laws, such duties are to be compensated by the County; therefore, the County hereby agrees to contract with Jernigan to conduct Coroner operations for the County of Montgomery, Alabama. In no way does this contract constitute an employer/employee relationship, but rather is solely a contract for services;

(2) The County agrees to pay Jernigan the sum of \$117,280 per annum in monthly payments of \$9,773.33 per month as full and total compensation for all duties and costs associated with Coroner operations for the County of Montgomery continuing from June 1, 2014, to May 31, 2017;

(3) The above described Coroner duties and associated costs include, but are not limited to: staff salaries, computers, telephones, fax machines, cellular phones, beepers, utility bills, office space, record storage space, supplies and all other necessary operational materials needed to support the Coroner operations;

(4) The County agrees to reimburse John A. Jernigan, M.D. for certain additional expenses incurred by him when conducting coroner's inquests. These additional expenses must be presented to the County Administrator on an itemized statement from Jernigan and supported by invoices from the vendors/providers who performed the needed services. Jernigan will obtain and coordinate the use of any needed office space with the Montgomery County Judge of Probate and the uses of said office would not constitute an additional expense to the Montgomery County Commission;

(5) It is understood that conditions of this independent contractor relationship are that all employees who assist Jernigan as a result of this contract, will be the sole responsibility of Jernigan. All items of equipment purchased by Jernigan from the funds resulting from this contract becomes the sole property of Jernigan. All on-going costs associated with running and managing the day-to-day operations of the Coroner's office, as a result of this contact, are the sole responsibility of Jernigan;

(6) Under long-standing agreement, Deputy Coroners are not compensated for any work they may conduct on behalf of the Coroner. Should Deputy Coroner compensation become an issue at some future date, Jernigan may appropriate any portion of these contracted funds that he

receives under this contract at his discretion with the understanding the County will not increase this contract as a result;

(7) The aforementioned contract amount will be payable at regular monthly intervals upon written request to the Montgomery County Commission, Attention: Administrator, P.O. Box 1667, Montgomery, Alabama 36102-1667. Such request should be in the form of an original invoice indicating "Payment for Coroner duties for the County of Montgomery, Alabama, for the month and year" and should be submitted not earlier than the 1st day of the month, nor later than the 30th day of the month, following the month being billed. Montgomery County will process said request and will mail check for the services billed within 21 working days, but in no case more than 30 days from receipt of the request;

(8) This contract is on a month-to-month basis, not to exceed three (3) years, at which time a new contract will have to be entered into under the requirements of the Alabama law governing County contracts. Any changes to this funding level must be requested in advance in writing and presented to the Montgomery County Commission for consideration. Said requests should be submitted not later than May 1st of the year of said request so as to be included in the County's annual budgeting process; and

(9) This contract can be terminated at any time by either party with 60 days written notice. Any termination by the County would have to be with the joint agreement with the Judge of Probate and the County. Should, for any reason, the Judge of Probate determines that Jernigan can no longer physically and/or mentally perform the duties of Coroner, this contract is terminated on the date of written notification and pro-rata final payment of any monies owed to Jernigan.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on this the ____ day of _____, 2014.

John A. Jernigan, M.D.
1301 Mulberry Street
Montgomery, AL 36106

Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

By: _____

By: _____
Its: Chairman

Witness: _____

Witness: _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

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May 15, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

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

The Montgomery County Commission, at its meeting on May 5, 2014, agreed to place on the next Thursday Memo as a waived rules item, a Renovation Budget, Lease Agreement and a Time Line regarding the renovation of the Griel Mansion for the Montgomery County Public Defender's Office.

Attached are these items for your consideration.

DLM/tn

Attachments

STATE OF ALABAMA *
 *
COUNTY OF MONTGOMERY *

LEASE AGREEMENT

LEASE AGREEMENT, between the **Montgomery County Commission**, (hereinafter called the "Lessor"), and the **STATE OF ALABAMA, by and through its Department of Finance** , (hereinafter called the "Lessee"), made and entered into this ____ day of _____ 2014.

WITNESSETH

Lessor leases and demises unto the Lessee, upon the terms and conditions hereinafter set forth, the office building containing approximately _____ square feet and situated in Montgomery County, the City of Montgomery, to-wit:

305 South Lawrence Street
Montgomery, Alabama 36104

1. TERMS OF LEASE

- (a) Lessee agrees to use the demised premises for the operation of a law office. The primary term of this lease agreement and of the lease herein made shall begin on or about June 1, 2014 and subject to the provisions of this agreement shall continue through May 31, 2020.
- (b) Lessee shall, upon adhering to the covenants herein, enjoy peaceable possession of the premises at 305 South Lawrence Street, Montgomery, Alabama.

2. RENTAL FEES

- (a) The Lessor has agreed to lease the real estate at 305 South Lawrence Street, Montgomery, Alabama, to the Lessee at no cost. The Lessor understands and agrees that the Lessee will not pay the Lessor a monthly rental fee for any period of the term of this Lease.

3. MAINTENANCE AND IMPROVEMENTS

- (a) When necessary, Lessor shall paint the building, replace carpeting, repair the roof, plumbing, electrical, and/or leaks. The Lessor shall also maintain the outside structure of said building, including maintenance of lawns and landscaping.
- (b) Prior to the Lessee moving in, or within a reasonable time agreed upon by the parties, the following maintenance and/or repairs need to be completed:
 - 1. Clean the interior of the building, including walls and all uncarpeted flooring;
 - 2. Clean and repaint the exterior of the building;
 - 3. Replace or repair the front doors of said building for safety purposes and to avoid escape of heat and cold;
 - 4. Replace the two external doors with a glass pane located on the first

- floor/basement with solid doors;
5. Install or repair light fixtures at each external door (4) for security purposes.
 6. Paint the inside of the building;
 7. Replace all of the old and worn carpet in said building;
 8. Replace the locks on individual office doors;
 9. Replace the sign attached to said building and free standing signs in the parking lot with those for the Montgomery County Public Defender Office; and
 10. Repair or replace the exit signs located on the first floor and in the basement.
- (c) In addition, Lessor shall, when caused by leaks in the building, pay for the replacement of carpet inside the building. Said carpet shall be of commercial nature, and prior to installation, Lessor and Lessee shall mutually agree upon the purchase price of the carpet and cost of installation.
- (d) Lessor, where mutually agreed, shall provide all labor to replace/install light fixtures and ceiling fans. However, Lessee agrees to purchase all such items to be installed. Further, all such items installed in the building shall remain as property of Lessor, along with the carpet and any other improvements thereto.
- (e) Lessor agrees to update the electronic security system already installed for said building and pay any monthly security fees incurred by the Montgomery Sheriff's Office monitoring the security system. Lessor also agrees to install an internal camera system that would be monitored from within the building by the Lessee, and a card key access system for said building. Lessee agrees to pay for any monthly fees associated with these services.
- (f) In the event said property is destroyed and/or rendered uninhabitable by fire or acts of God, then said lease shall be terminated effective on the date of such complete damage and destruction.

4. UTILITY COSTS AND OTHER SERVICES

Lessee shall be responsible for janitorial services and agrees to pay all utility costs connected with said building, including data communications and long distance telephone service. Lessor shall be responsible for pest control services.

5. INSURANCE

- (a) Lessor shall maintain Commercial General Liability, Property and Fire Insurance on the structure and grounds of said building, and Lessee shall be an additional named insured under said policy(ies).
- (b) Lessee shall maintain rental insurance for all properties belonging to said Lessee.

6. SALE OF BUILDING

- (a) If, at any time, Lessor should decide to sell said building to anyone other than the Lessee, such sale shall not occur until the expiration of this lease.

7. NOT A DEBT OF THE STATE

Under no circumstances shall the commitment of the AGENCY under this lease constitute a debt to the State of Alabama as prohibited by Section 213, official Recompilation of the Constitution of Alabama of 1901, as amended. Instead, it is understood and agreed that during any fiscal year of the State of Alabama occurring during the term of this lease, the Lessee's commitments under this lease are payable solely from amounts appropriated by the Alabama Legislature for the Lessee as reduced by any proration declared pursuant to Alabama law applicable to such fiscal year.

8. CANCELLATION PRIVILEGE

It is expressly understood and agreed by the parties hereto that the Lessee shall have the option to terminate this lease at the end of any fiscal year of the State of Alabama in the event the State Legislature fails to appropriate sufficient funds to AGENCY to make the payments set out herein which are due and payable under the terms of the lease during each ensuing fiscal year. It is further agreed that in the event of the proration of the fund from which payment under this lease is to be made, the lease will be subject to termination.

9. DEFAULT

If at any time one party shall default in any of its covenants or obligations under this lease, the other party shall give written notice of the nature of the default. If the default cannot be resolved within a reasonable period, the aggrieved party may cancel this lease without further obligation. However, the LESSOR's sole remedy for the settlement of any disputes relating to the payment of money under the terms of this lease shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

10. RENEWAL

The LESSOR does hereby grant and give the AGENCY an option to renew this lease at the end of the term of this lease for additional -year period (s) upon all the same terms and conditions as herein stated by giving LESSOR a ninety (90) day written notice prior to the expiration of the then existing term of its intention to so renew or extend.

11. HOLDOVER TERM

If the Lessee remains in possession of the premises after the end of the lease term stated above, or any extension or renewal thereof, then such holding over will be deemed a month-to-month tenancy at the same rental and under the same conditions as are in effect at the time such holding over begins.

It is hereby agreed that, after each party has read and approved the covenants contained therein, this written instrument embodies the whole agreement of the parties.

This lease agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this lease in duplicate, this ____ day of _____ 2014.

LESSOR

Montgomery County Commission

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

Witness

Recommended:

Office of Space Management

LESSEE

State of Alabama, Department of Finance

Bill Newton Director of Finance

Approved for Legal Form:

Department of Finance – Legal Division

Recommended:

Director
Office of Indigent Defense Services

APPROVED:

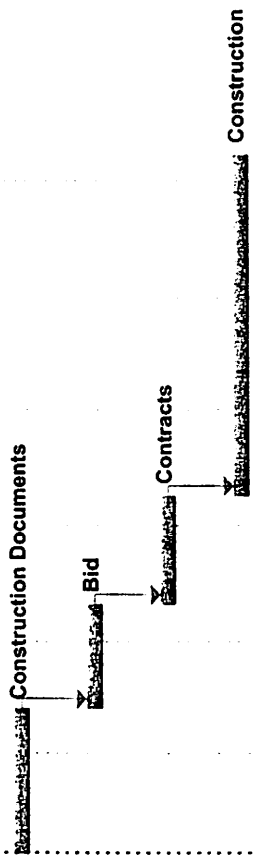
Governor, State of Alabama

**Renovation of Greil Mansion for
Montgomery County Public Defenders
5/5/2014**

Item	Cost	Quantity	Unit	Total
Exterior				
Strip wood columns	\$2,000.00	6 each		\$12,000
Repair rotted column bases & capital	\$750.00	6 each		\$4,500
Reseal all column joints @ staves	\$1,900.00	6 each		\$11,400
Prime & paint columns	\$1,500.00	6 each		\$9,000
Strip prime & paint windows	\$800.00	49 each		\$39,200
Paint exterior railings & planter boxes	\$3,500.00	1 lump sum		\$3,500
Patch blisters in exterior finish	\$1,500.00	1 lump sum		\$1,500
Clean exterior of building	\$8,500.00	1 lump sum		\$8,500
Secure front and rear handrail	\$125.00	1 lump sum		\$125
Signage	\$10,000.00	1 lump sum		\$10,000
				\$99,725
Interior				
Painting 85697 sqft	\$1.48	85697 sq ft		\$126,832
Paint ceiling	\$2.10	8452 sq ft		\$17,749
Remove & replace carpet	\$16.00	491 sq yd		\$7,856
Clean carpet - conference room	\$450.00	1 lump sum		\$450
Tapered oak threshold & trim 14doors +35'	\$7.00	77 lf		\$539
Grab bars @ toilets	\$75.00	7 each		\$525
Replace 3 exterior doors with steel inc hdw	\$1,200.00	3 each		\$3,600
Install steel access panel	\$269.00	1 each		\$269
Replace astragal @ entry, repair door + dead bolt	\$1,800.00	1 each		\$1,800
Rekey locks	\$15.00	25 each		\$375
Security Wall at Front Entry	\$75.00	118 sq ft		\$8,850
Electrical				
Exit lighting	\$1,524.00	1 lump sum		\$1,524
Emergency Egress Lighting	\$1,905.00	1 lump sum		\$1,905
Lighting (LED)	\$80,873.60	1 lump sum		\$80,874
Fire Alarm	\$11,430.00	1 lump sum		\$11,430
Additional Receptacles (25)	\$10,477.50	1 lump sum		\$10,478
Electrical Infrastructure	\$11,684.00	1 lump sum		\$11,684
CCTV and Card Access	\$38,100.00	1 lump sum		\$38,100
				\$324,839
				\$424,564

Renovation of Greil Mansion for Montgomery County Public Defenders

ID	Task Name	Duration	Start	Finish	1/14	2/14	3/14	4/14	5/14	6/14	7/14	8/14	9/14	10/14	11/14	12/14
1																
2	Construction Documents	30 days	Mon 5/5/14	Thu 6/12/14												
3	Bid	20 days	Fri 6/13/14	Thu 7/10/14												
4	Contracts	23 days	Fri 7/11/14	Fri 8/8/14												
5	Construction	67 days?	Sat 8/9/14	Fri 11/7/14												



Project: Greil Mansion Renovation 5-5
 Date: Mon 5/5/14

Task
 Split
 Progress

Milestone
 Summary
 Project Summary

External Tasks
 External Milestone
 Deadline

5-7

Page 1

TOTAL AREA 31,744 S.F.

A1.1

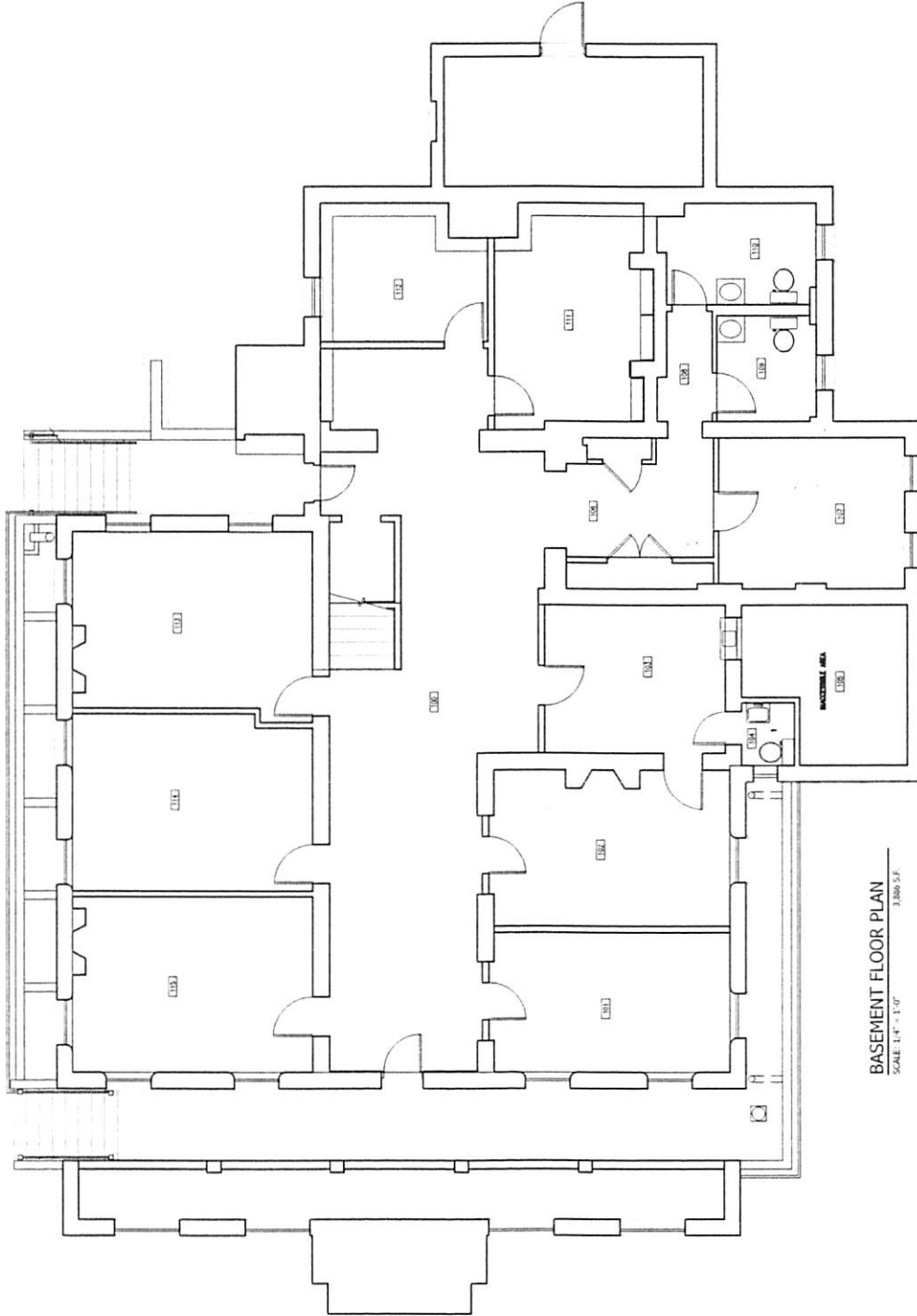


BASEMENT FLOOR
PLAN AND NOTES

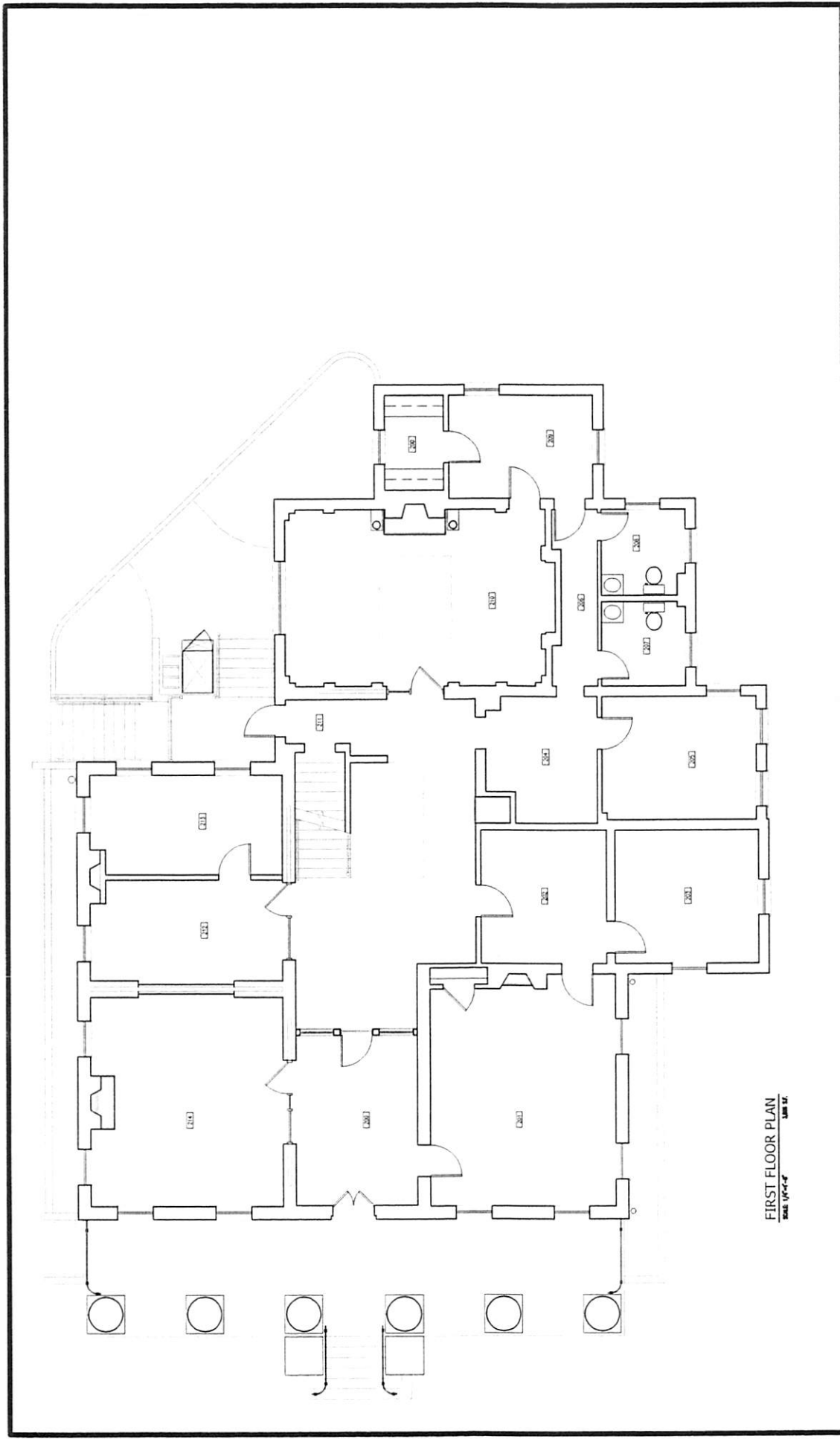


JPA&J architects inc.
Montgomery, Alabama

GREIL MANSION RENOVATIONS
FOR
MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA



BASEMENT FLOOR PLAN
SCALE: 1/4" = 1'-0"
3,865 S.F.



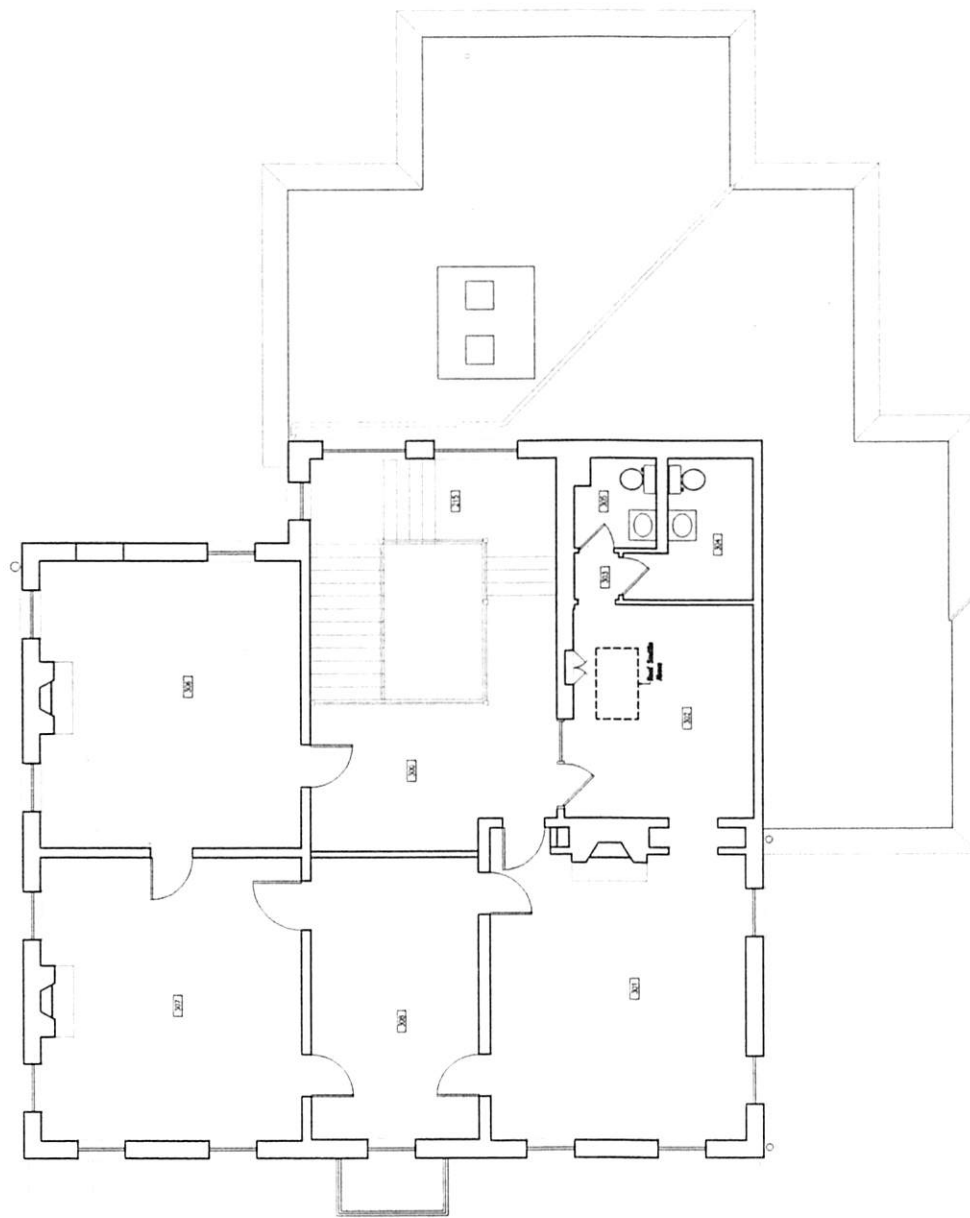
FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"

architects inc.
Montgomery,
Alabama

DATE: 6-01-05
DRAWN BY: J. J. JONES
CHECKED BY: J. J. JONES
SCALE: 1/8" = 1'-0"

PROJECT: GREIL MANSION
SHEET: 1 OF 1

GREIL MANSION RENOVATIONS
FOR
MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA



SECOND FLOOR PLAN
SCALE 1/4" = 1'-0"

GREIL MANSION RENOVATIONS
FOR
MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA



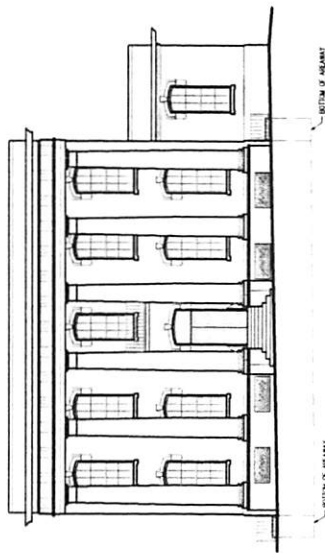
architects inc.
Montgomery, Alabama



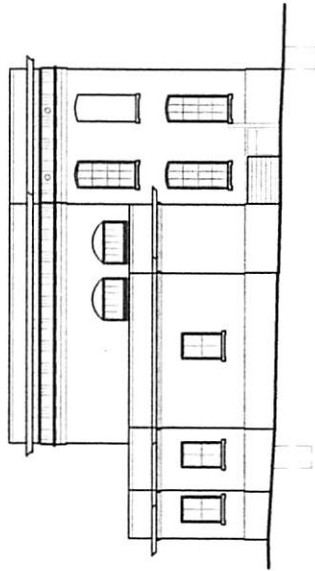
SECOND FLOOR
PLAN

DATE: 6-01-05
BY: J. L. GREIL

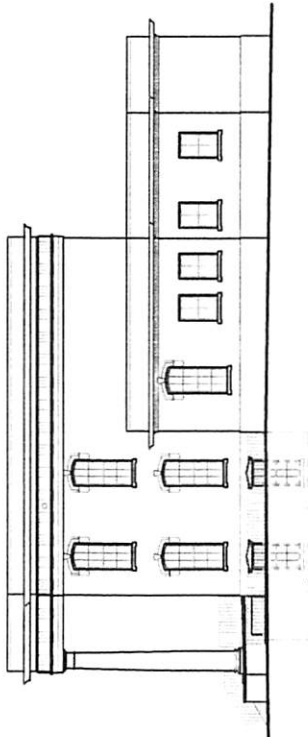
A1.3



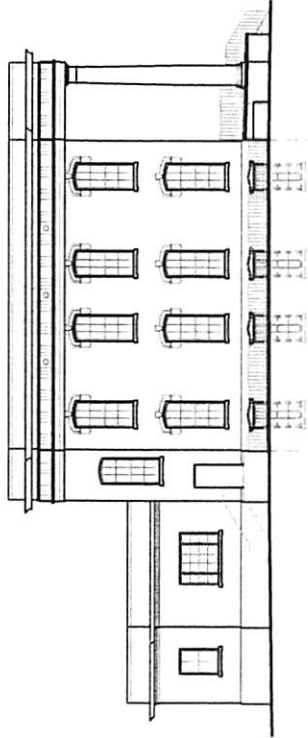
WEST ELEVATION
SCALE 1/8"=1'-0"



EAST ELEVATION
SCALE 1/8"=1'-0"



SOUTH ELEVATION
SCALE 1/8"=1'-0"



NORTH ELEVATION
SCALE 1/8"=1'-0"

GREIL MANSION RENOVATIONS
FOR
MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA



architects inc.
Montgomery,
Alabama



EXTERIOR
ELEVATIONS

NO.	DATE	BY	CHKD.	APP'D.
1	10/1/11	JLH		
2	10/1/11	JLH		
3	10/1/11	JLH		
4	10/1/11	JLH		
5	10/1/11	JLH		

A5.1

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

May 15, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: District Office Lease for U.S. Representative Terri Sewell's Office

Attached is a District Office Lease regarding the office of U.S. Representative Terri A. Sewell. Representative Sewell agreed to reimburse the County for cost incurred to renovate the office space in Annex III.

Representative Sewell will continue paying rent until the entire renovation cost is paid, after which there will be no charge for rent, which is the original intent of the Commission.

Please consider waiving rules and add this item to the May 19, 2014 agenda. Thank you for your consideration regarding this matter.

DLM/tn

Attachment

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 1 of 2 – 113th Congress)

Pursuant to 2 U.S.C. § 57, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, _____

Montgomery County Commission

101 South Lawrence Street, Montgomery, AL 36104

(Landlord's name)

(Landlord's street address, city, state, ZIP code)

("Lessor"), and Congresswoman Terri A. Sewell, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. **Location.** Lessor shall lease to Lessee 24 x 24 square feet of office space located at 101 South Lawrence Street, Montgomery County Court House Annex 3
(Office street address)
in the city, state and ZIP code of Montgomery, AL 36104
(Office city, state and ZIP)
2. **Parking.** The Lease includes (please check any and all that apply):
 - ☐ _____ parking spaces that are assigned
 - ☐ _____ parking spaces that are unassigned
 - ☒ General off-street parking on an as available basis
 - ☐ No off-street parking
3. **Term.** Lessee shall have and hold the leased premises for the period beginning January 7, 20 13 and ending January 2, 20 2015. The term of this District Office Lease ("LEASE") may not exceed two years and may not extend beyond January 2, 2015, which is the end of the constitutional term of the Congress to which the Member is elected.
4. **Rent.** The monthly rent shall be See Section 11, and is payable in arrears on or before the last day of each calendar month. Rent payable under this LEASE shall be prorated on a daily basis for any fraction of a month of occupancy.
5. **Early Termination.** This Lease may be terminated by either party giving 30 days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
6. **Payments.** During the term of this Lease, rent payments under Section 4 shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives ("CAO") on behalf of the Lessee.
7. **District Office Lease Attachment for 113th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 113th Congress.
8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

6-2

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 2 of 2 – 113th Congress)

9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.
10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:
The monthly rate from January 2013 to January 2, 2014 is \$333.33. The rent for 2014 to 2015 will be \$1,000 per month.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

Montgomery County Commission, Elton Dean Chairman

Print Name (Lessor/Landlord)

Lessor Signature

Date

Congresswoman Terri A. Sewell

Print Name (Lessee)

Lessee Signature

12/17/2013

Date

This District Office Lease must be accompanied by an executed District Office Lease Attachment.

6-3

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 4 of 4 – 113th Congress, Version 2)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Montgomery County Commission, Elton Dean Chairman

Print Name (Lessor)

Congresswoman Terri A. Sewell

Print Name (Lessee)

Lessor Signature

Lessee Signature

Date

12/17/2013

Date

From the Member's Office, who is the point of contact for questions?

Name Nichole Frances

Phone (202) 225-2665

E-mail nichole.frances

@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999*

6-4

Tammy Nix

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

Attached is the revised resolution for EDD District as you requested. The schedule agreed to was for 9:15 May 19th to brief the Commission. The Resolution will be acted at the first meeting in June.

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

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

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



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

This electronic communication is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential, or otherwise exempt from disclosure. If you are not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the Central Alabama Regional Planning and Development Commission by replying to the original message at the listed email address or fax number. Thank you.

RESOLUTION

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

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

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

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

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

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

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

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

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

Elton N. Dean, Sr., Chairman

ATTEST:

Tammy Nix

From: John Stanley <jstanley@johnstanleyassociates.com>
Sent: Friday, May 09, 2014 2:07 PM
To: Donald Mims
Cc: Kim Fehl (kfehl@montgomeryal.gov); Mac McLeod (mmcleod@montgomeryal.gov); Bill Wilson (bwilson@montgomeryal.gov)
Subject: Lease Agreement By and Between The City of Montgomery and The Montgomery County Commission
Attachments: One Dexter Plaza (The City of Montgomery Alabama) 5-9-14.doc

Donnie: Please see the attached Lease Agreement regarding the 11,150 rentable sf at One Dexter Plaza. The document is approved by the Lessor. Exhibit A will be the Floor Plan we have previously approved and Exhibit B will be the Building/Property. I look forward to any comments or questions. Thanks. John

John C. Stanley, CCIM
John Stanley & Associates, Inc.
4747 Woodmere Blvd.
Montgomery, AL 36106
(334) 271-2475 - voice
(334) 271-2421 - fax
(334) 312-4321 - cell
jstanley@johnstanleyassociates.com
www.johnstanleyassociates.com

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STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

LEASE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. EVENTS OF DEFAULT AND LESSOR'S REMEDIES.

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

- (1) Failure by Lessee to pay the minimum guaranteed rent, additional rent or any other charges provided herein within ten (10) days after the same become due and payable;
- (2) Failure by Lessee to perform or observe any agreement or covenant undertaken by Lessee contained in this Lease, which failure shall have continued for a period of fifteen (15) days after written notice shall have been given to Lessee by Lessor specifying, in reasonable detail, the nature of such failure and requiring the Lessee to perform or observe the agreement or covenant with respect to which Lessee is delinquent;
- (3) The filing by Lessee of a voluntary petition in bankruptcy, or Lessee's failure to lift, within thirty (30) days, any execution, garnishment or attachment of a size as seriously to impair its ability to discharge its obligations hereunder; the commission by Lessee of any act of bankruptcy or Lessee's adjudication as a bankrupt; an assignment by Lessee for the benefit of creditors or the entry by Lessee into an agreement of compromise with creditors; or
- (4) The Premises becomes abandoned or vacant during the term of this Lease.

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

- (1) Lessor may re-enter and take possession of the Premises and exclude the Lessee from possession thereof and rent the same for and on account of the Lessee, holding Lessee liable for the deficiency due thereunder;
- (2) Lessor may terminate this Lease, exclude the Lessee from possession of the Premises and lease the same for and on account of Lessor, continuing to hold Lessee liable for all deficiency due hereunder;
- (3) Lessor may declare all payments of minimum guaranteed rent, additional rent or of any other monies due or to become due from Lessee during the term of this Lease immediately due and payable in full; or
- (4) Lessor may take whatever other action at law or in equity may appear necessary or desirable to collect the rent then due or to enforce any obligation, covenant or agreement of Lessee under this Lease.

In connection with Lessor's exercise of any of its remedies above, Lessor may also repair or alter the Premises or the Property in such manner as Lessor may deem necessary or advisable, and/or let or

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

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

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

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

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

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

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

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

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

28. LESSEE'S PROPERTY.

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

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

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

Lessor's Initials

Lessee's Initials

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

LESSOR: CITY OF MONTGOMERY

By: _____

Its: _____

Date: May _____, 2014

WITNESS:

LESSEE: MONTGOMERY COUNTY COMMISSION

By: _____

Its: _____

Date: May _____, 2014

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

WITNESS:

BROKER: JOHN STANLEY & ASSOCIATES, INC.

By: _____

John C. Stanley, CCIM

Its: President/Broker

Date Executed: May _____, 2014

WITNESS:

BROKER: JOHN BAKER REALTY, LLC

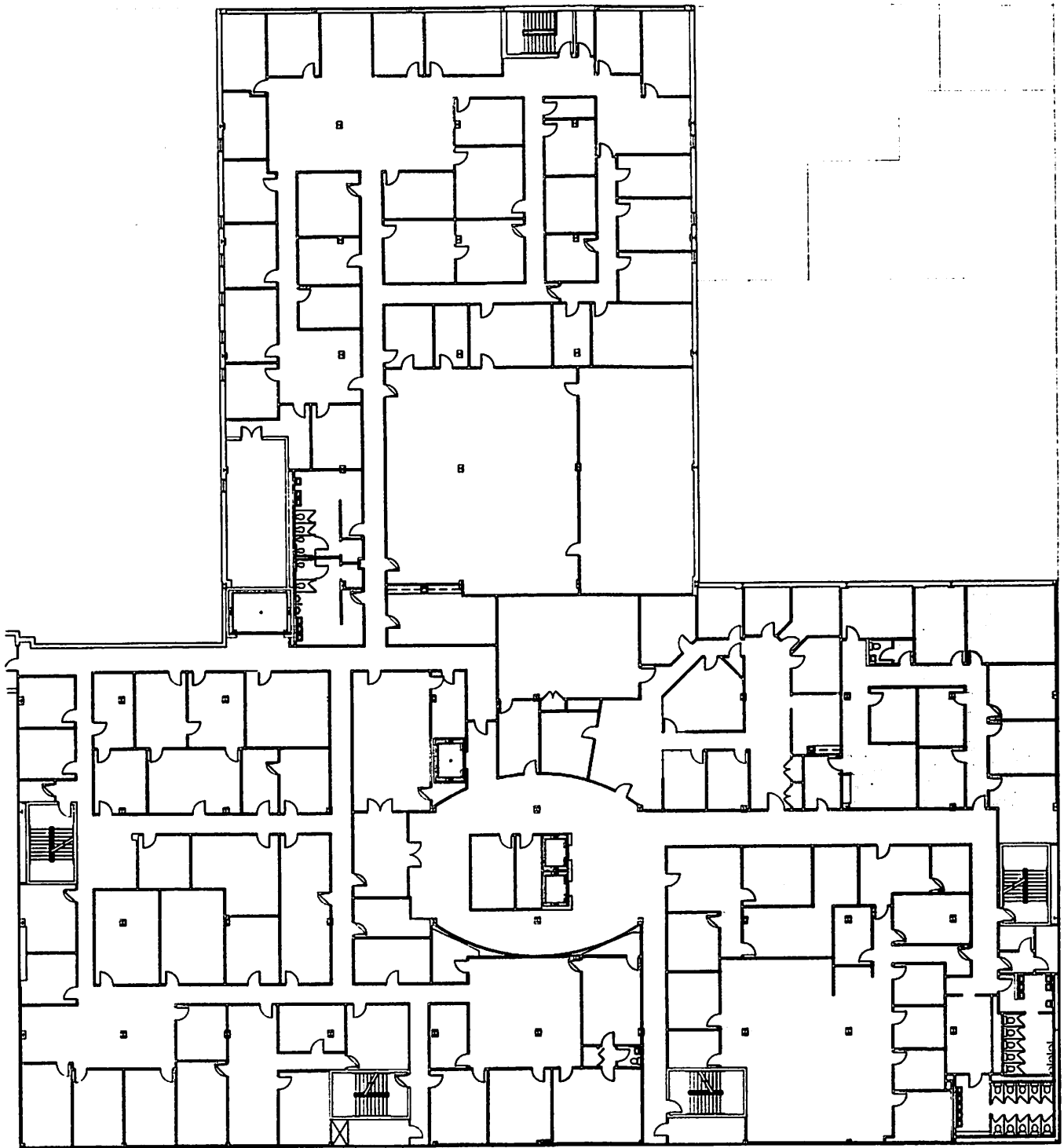
By: _____

John Baker

Its: _____

Date Executed: May _____, 2014

EXHIBIT "A"
THE PREMISES



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

EXHIBIT "B"
THE PROPERTY

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

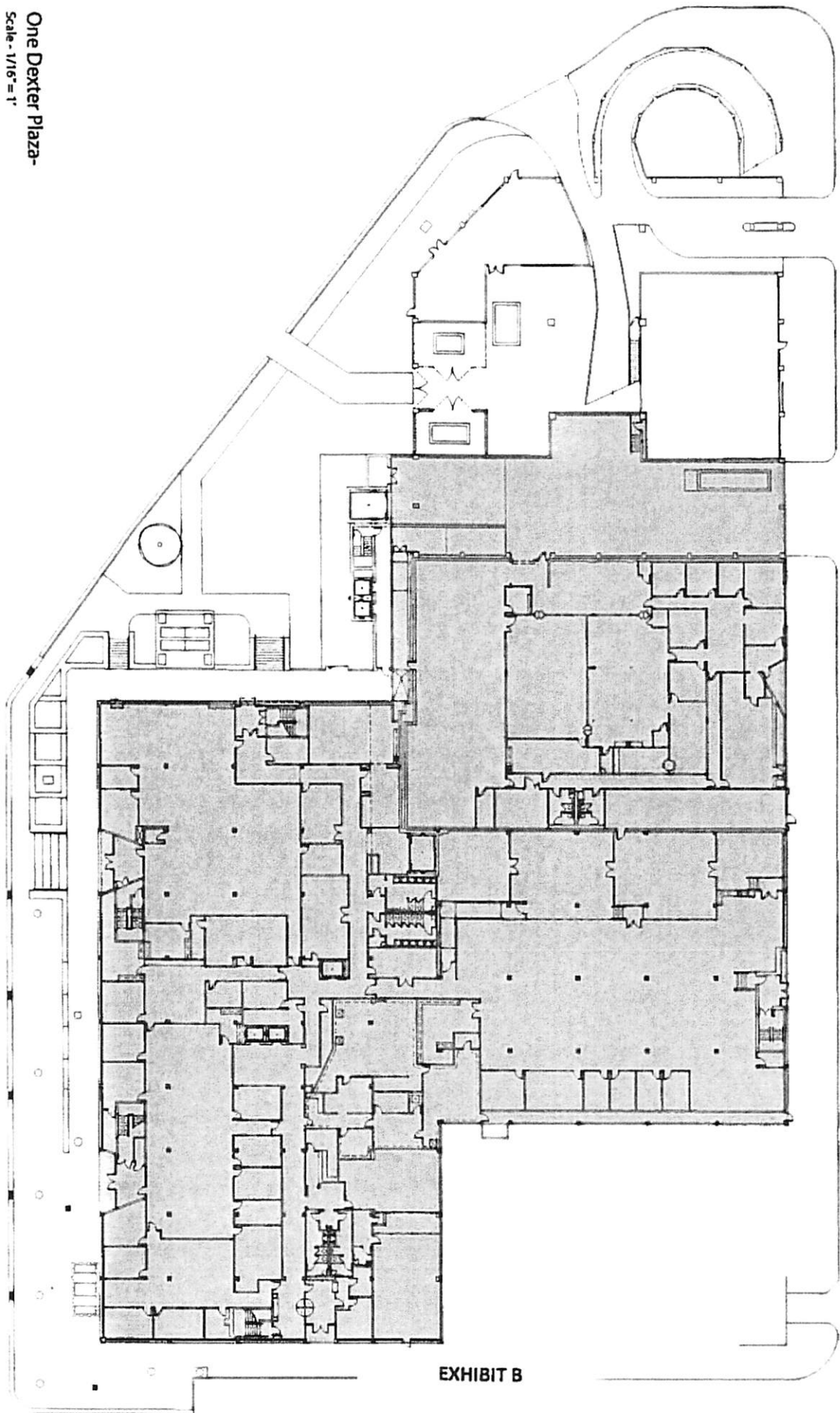


EXHIBIT B

EXHIBIT "C"

WORK AGREEMENT

- Spot clean and repair carpet as needed;
- Touch-up paint and clean interior walls, doors and glass as needed;
- Repair sink in men's restroom on second floor;
- Clean exterior windows (inside and outside);
- Replace any damaged/unsightly ceiling tiles;
- Remove one (1) wall and repair carpet as identified on the floor plan attached hereto as Exhibit "A".

EXHIBIT "D"

RULES AND REGULATIONS

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

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

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

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

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

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

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

D.T. MARSHALL, SHERIFF



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

May 12, 2014

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : Homeland Security Grant
Grant #2PER

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

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

DC/crv

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

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

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

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

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

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

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

Initial Here DC
9-2

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

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

Initial Here

DC
9-3

**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.

9-4
Initial Here DC

**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.

9-5
Initial Here DC

**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.

9-6
Initial Here 

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

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

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

- b. Detailed budget worksheets will document program expenses as prescribed in other sections of the grant guidance. Detailed budget worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.
33. Homeland Security Exercises: All exercises conducted with HSGP funding must be NIMS compliant and must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The Alabama Emergency Management Agency serves as the single point of contact for homeland security and emergency management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP grant guidance, grant recipients must ensure that an After Action Report and an Improvement Plan are prepared for each exercise conducted with US DHS and FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise point of contact and submitted to the FEMA secure portal within 60 days following each exercise.
34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in FY12 HSGP grant guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not normally be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.
- a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to spend FY12 HSGP funds on operational overtime costs prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses are *not allowed* except as part of the standard National Guard deployment package.
35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, subgrantees must provide to the SAA (ALEA) appropriate documentation required by HSGP grant guidance (for forwarding to FEMA) prior to draw down of funds. Subgrantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects that were initiated or completed before an EHP review was concluded and used HSGP funds will be de-obligated. MMRS funds may not be used for any type of construction.
36. Special Instructions: This grant is for the delivery of NIMS ICS 300 and ICS 400 training courses.

9-8
Initial Here DC

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

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

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address: Montgomery County Sheriff's Office, 1155 Perry St., Mtgy., AL 36104

Phone Number: 334.832.1646

Fax Number: 334.832.7113

Mobile Number: 334.850.1329

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

Signature: [Signature]

Date: 5/12/14

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name:

Title:

Agency Address:

Phone Number:

Signature:

Date:

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Secretary, Alabama Law Enforcement Agency

Signature: [Signature]

Date: 5/12/2014

Initial Here DC
9-9

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

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

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

9-10
Initial Here DC

**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.

9-11
Initial Here DC

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			
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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:

9-12
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D.T. MARSHALL, SHERIFF



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

May 8, 2014

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : Homeland Security Grant
Grant #3ATL

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

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

DC/crv

8 from

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

1. Grantee Name & Address: Montgomery County Sheriff's Department 115 S. Perry Street Montgomery, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2013	4. Amount of: Federal: \$25,000.00 Total: \$25,000.00	5. Effective Dates Begin: 4/1/2014 End: 7/31/2014	6. Grant Number: 3ATL

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

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

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

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

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

Initial Here DC
10-2

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

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

Initial Here DC
10-3

**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.

Initial Here DC
10-4

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

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

Initial Here DC
10-5

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

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

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

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

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

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

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

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

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

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

f. Other good cause shown.

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

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

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

Initial Here DC
10-6

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

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

Initial Here DC
10-7

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

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

Initial Here DC
10-8

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

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

Name:

Derrick Cunningham

Title:

Chief Deputy

Agency Address:

Montgomery Co. Sheriff's Ofc., 115 S. Perry St., Mtgry. 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:

5/8/14

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name:

Title:

Agency Address:

Phone Number:

Signature:

Date:

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Secretary, Alabama Law Enforcement Agency

Signature:

Spencer Collier

Date:

5/6/2014

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10-9

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

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

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

Initial Here DC
10-10

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

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

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

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

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

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

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

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

Initial Here DC
10-11

ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

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

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

(Date)

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

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

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

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

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

Form Completed By

Name:

Title:

Signature:

Initial Here

10-12

DC

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Khristie Davis, Buyer *KD*

DATE: May 13, 2014

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

Request approval of the aforementioned Invitation to Bid to the low bid, Climate Service, Inc. in the amount of \$36,280.00 annually, be placed on the May 19, 2014, County Commission agenda. (Copy of spreadsheet attached.)

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

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

[illegible]

Page 1

Preventive Maintenance on HVAC - Jail 2 51901-14B-004

11-2

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II *TT*

DATE: May 13, 2014

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

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

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

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

Attachment

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-148-007				BUSH SIGNS, LLC KIMBERLY BUSH 334-834-2122		F & E SPORTSWEAR JAMES SANDERS 334-244-6477		SIGNS NOW #080 W.E. MARTIN 334-395-8586		VISUAL IMAGES BRUCE WARD 334-277-1581		MCQUICK PRINTING HAROLD DICK 334-834-2013	
DATE ISSUED: APRIL 29, 2014													
DATE OPENED: MAY 8, 2014													
SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	SIDE GRAPHICS	EA	1	\$150.00	\$150.00	\$345.00	\$345.00	\$360.70	\$360.70	\$400.00	\$400.00	\$975.00	\$975.00
2	SIDES & REAR	EA	1	\$150.00	\$150.00	\$288.00	\$288.00	\$259.10	\$259.10	\$450.00	\$450.00	\$981.00	\$981.00
	CAR NUMBERS												
3	ROOF TOP NUMBER	EA	1	\$50.00	\$50.00	\$30.00	\$30.00	\$50.70	\$50.70	\$70.00	\$70.00	\$128.00	\$128.00
4	INSTALLATION	EA	1					\$150.00	\$150.00				
TOTAL BID AMOUNTS					\$350.00		\$663.00		\$820.50		\$920.00		\$2,084.00

Graphicletteringforsheriff

12-2

6

12-3

Page 1

GRAPHICSAND LETTERINGSHERIFF2



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

May 9, 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:

Attached is a position fill request for a Legal Support Assistant for our Juvenile Division.

This position is responsible for specialized administrative, legal secretarial and paralegal duties for three attorneys in our Juvenile Division. This is the only Legal Support at Juvenile and it is critical to fill it as quickly as possible.

I ask the Commission to approve this request and I will be available to discuss this with the Commission at the next meeting.

Thank you for your help in this matter.

Sincerely,

Rhonda B. Cape
Administrative Assistant

cc: Donnie Mims, County Administrator

ORIGINAL

SUPERVISOR: Rhonda Cape

408020027

SALARY RANGE: \$30,785-\$43,823

(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.

Date:

13-2



D.T. MARSHALL, SHERIFF

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

May 12, 2014

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : Position Fill Request #006
Payroll Clerk

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

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

DTM/tb

14-1

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 Payroll Clerk

Position Number 6

Proposed Effective Date May 27, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

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

D T Marshall

Date May 12, 2014

Department Head mu

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 _____

14-2

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Inmate Grievance/Disciplinary Clerk

Position Number 110

Proposed Effective Date May 27, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

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

D T Marshall Date May 12, 2014
Department Head

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

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

POSITION FILL REQUEST

DEPARTMENT: PERSONNEL

DEPARTMENT HEAD: Carmen Douglas, Personnel Director

SUPERVISOR: Cami Hacker

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

Position Number ~~0002~~ 13

Proposed Effective Date May 27, 2014

Type of Appointment (☒) Permanent (☐) Temporary

Recruiting

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

Pay Grade	<u>A03 (Pay Grade and Step determined by Personnel Rules and Regulations)</u>
------------------	---

Carmen Dayles
Department Head

Date 5/7/14

Department Head

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Date _____

Personnel Director

4. **Selectee:**

Date _____

Appointing Authority

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

Date _____
Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: PERSONNEL

DEPARTMENT HEAD: Carmen Douglas, Personnel Director

SUPERVISOR: Renee Wood

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

1. Position Title Clerk III

Position Number ~~000~~ 23

Proposed Effective Date May 27, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

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

Carmen Douglas

Date 5/7/14

Department Head

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

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

16-2

BEAR

BEAR BROTHERS, INC.

May 12, 2014

The Montgomery County Commission
100 Lawrence Street
Montgomery, AL 36104

Attn: Mr. Donnie Mims, Administrator

Re: Vault Door Replacement
Montgomery County Youth Facility

Dear Mr. Mims,

We propose to remove the existing vault door at Conference Room 043 and replace it with a flush wood door in a standard hollow metal frame for the lump sum amount of \$1,950.00. The new door will have a large glass vision panel, a mortised entry lockset and door closer. The vault door will be delivered to the county's storage warehouse. The following is a breakdown of our proposal:

Flush wood door (3'4" X 7'0")	\$ 255.00
Metal framed vision panel w/glass	175.00
Welded hollow metal door frame	175.00
Finish hardware (hinges, lockset, door closer)	445.00
Masonry repairs at door opening	160.00
Painting	74.00
Bear Brothers' labor	210.00
Payroll taxes & insurance	52.00
Loading & hauling vault door	<u>150.00</u>
	\$1,696.00
GC's overhead & profit	<u>254.00</u>
Total amount of proposal	\$ 1,950.00

Our proposal is firm for 14 days, but thereafter is subject to escalation. If our proposal is acceptable, please authorize this work by signing below.

Best Regards,



Clyde S. Bear
President

CSB:amc

Proposal accepted by

Mr. Donnie Mims
Administrator, Montgomery County

BEAR

BEAR BROTHERS, INC.

May 12, 2014

The Montgomery County Commission
100 Lawrence Street
Montgomery, AL 36104

Attn: Mr. Donnie Mims, Administrator

Re: Record Storage Secure Door
Montgomery County Youth Facility

Dear Mr. Mims,

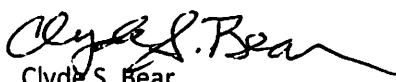
We propose to replace the currently specified wood door and hollow metal frame at Office Room 074A with a "steel stiffened" flush metal door and mortised Simplex mechanical lock and double cylinder deadlock for the lump sum amount of \$1,653.00. The existing door frame will be removed. The new frame will be installed to the corridor side of the opening so that the new door can swing outward into the corridor. The Simplex L1000 lockset which we will be supplying will have a key override as requested.

We understand that Room 074A will be used for record storage if our proposal is accepted. We have not included the cost of reinforcing or extending the height of the new drywall partitions in this area. The following is a breakdown of our proposal.

Hollow metal door – 16 ga.	\$ 475.00
Welded hollow metal frame 16 ga.	175.00
Simplex door lock & dead locks	885.00
Plaster repairs at door jambs	185.00
Bear Brothers' labor	140.00
Payroll taxes & insurance	<u>35.00</u>
	\$1,895.00
Less credit on originally specified	
Door, frame and hardware	<u>- 458.00</u>
	\$1,437.00
GC's overhead & profit	<u>216.00</u>
Total amount of proposal	\$1,653.00

Our proposal is firm for 14 days, but thereafter is subject to escalation. If our proposal is acceptable, please authorize this work by signing below.

Best Regards,


Clyde S. Bear
President

CSB:amc

Proposal accepted by

Mr. Donnie Mims
Administrator, Montgomery County

Seay
Seay &
Litchfield, P. C.

Architects
Interior Designers

1115 South
Court Street

Montgomery
Alabama 36104

Jim H. Seay, Sr. - Founder
Jim H. Seay, Jr.
Frank E. Litchfield, III

Telephone: (334) 263-5162
Facsimile: (334) 263-5170
Email: seay@mont.mindspring.com

TRANSMITTAL



TO: Donald Mims
County Commission

DATE: 12 May 2014
PROJECT NUMBER: SSL #12030 BC# 2013072
PROJECT NAME: Montgomery County Youth Facility
Renovations

FAX NUMBER:

FAX SENT BY:

WE ARE TRANSMITTING:

- ☒ ATTACHED
☐ UNDER SEPARATE COVER
FOR YOUR:
☐ FOR REVIEW/COMMENT
☒ FOR APPROVAL: RESPONSE NEEDED BY
☐ FOR YOUR INFORMATION AND USE
☐ APPROVED AS SUBMITTED
☐ APPROVED AS NOTED

- VIA:**
☐ MAIL
☒ HANDCARRY
☐ COURIER: NO.
☐ SERVICE DELIVERY: NO.
☐ AIR EXPRESS: NO.
☐ FAX: NO. OF PAGES INCLUDING TRANSMITTAL
☐ OTHER

COPIES:	DATE:	DESCRIPTION:
1	12 May 2014	New Record Storage Secure Door Change Proposal
1	12 May 2014	DA Conference Room Door Change Proposal

Donnie,

Please see attached proposals of DA conference room door and new record storage hollow metal secure door change. Please execute and send one original copy to Bruce Howell. Also, send SS&L an electronic copy for our record.

Thank you,

Jin Sunwoo, Assoc. AIA
Seay Seay & Litchfield, P. C.
Architecture - Interiors - Planning - Graphics
1115 S. Court Street, Montgomery, AL 36104
P: (334) 263-5162
F: (334) 263-5170
sslarch.com

COPY TO: file

BY: Jin Sunwoo

IF TRANSMITTED MATERIAL IS NOT RECEIVED AS LISTED ABOVE,
PLEASE NOTIFY THIS OFFICE AT YOUR EARLIEST CONVENIENCE

17-3

A Cut Above the Rest Training Facility

Mailing Office:

Post Office Box 161

Meridianville, Alabama 35759

Facility Address:

1601 Dewey Street

Montgomery, Alabama 36104

(256) 690-4787 phone

(256) 929-1560 fax



Heavy Equipment Operations

This program will provide the training required for entry level employment in the constructions industry. Classroom and hands-on training will include basic land grading techniques, basic machine operational controls, heavy equipment maintenance, and safety procedures. Students will learn firsthand how to trench and lay different types of pipes, proper techniques to clearing and grading land, how to work with different materials and how to read and apply blueprints. They will also receive instruction and a proctor exam for OSHA 10 hour certificate.

Students will also learn math that will be used on construction sites, employability and life skills training (how to communicate with fellow workers and supervisors, basic computer skills, resume building, mock interviews, interview tips).

Students will also be provided the required personal safety equipment to include: hard hat, safety goggles, gloves, safety vest, and steel toe work boots.

There will be a case manager on site to assist the student in procuring employment after graduation. Upon employment placement the case manager will follow the graduates' employment progress up to 9 months.

Everything the student needs to go from classroom to employment will be provided during the 6 weeks of instruction. 40 hours of safety, employment and job skills instruction along with 200 hours of construction equipment instruction.

The cost of the six week class is \$3000.00 This cost includes 240 hours of equipment/classroom instruction, all instructional material, OSHA 10 hr. exam, needed safety equipment, hands-on training and case management.

A CUT ABOVE THE REST TRAINING FACILITY

Immediate Budget

• Electricity hookup	\$ 845
• Water and sewer hookup	100
• Ceiling tiles (13 cases)	407
• Commodes (2)	150
• Faucet sets (3)	370
• Vinyl floor covering	1200
Includes backing and glue	
• Window blinds replacements (3)	60
• Small refrigerator for student use	300
• Small microwave for student use	80
• Office chairs (2)	100
• Window air conditioners (3)	1500
• Classroom tables (11)	750
• Classroom chairs (21)	400
• Classroom printers (2)	998
• Classroom computers (5)	2000
• Storage cabinet	200
• Office landline phone setup	100
• Fax/scanner	100
• Box of paper	30
• Board of Directors liability insurance	1000
• Printing cost of student classroom	1500
workbooks (21 copies-70 pages)	
• Miscellaneous office/student supplies	100
• Miscellaneous repair supplies	400
(paint, nails, fascia board, window)	
• Plywood (10 sheets)	300
• Fuel (diesel/gas)	500
• Private school license requirement	2500
• Printer ink	200
• Vinyl facility sign	100
 TOTAL	 \$16290

A CUT ABOVE the REST TRAINING FACILITY

(CARTF)

The training facility is located at:

- 1601 Dewey Street, Montgomery, Alabama

Endorsements include:

- State of Alabama Governor, Robert Bentley
- Alabama Department of Corrections, Commissioner Kim Thomas
- Montgomery County Community Corrections, Director Paul Brown
- State of Alabama Senator, Cam Ward
- ADECA, Director Jim Byard, Jr.

Will be performing 10 hours of in-kind commercial lawn service a month to the City of Montgomery

A CUT ABOVE the REST TRAINING FACILITY (CARTF)



A CUT ABOVE the REST TRAINING FACILITY (CARTF)

Why open a training facility in Montgomery?

- 10 state facilities within a county radius of Montgomery (highest concentration of state prisons).
- 284 new commits within a four month timeframe from surrounding counties (includes Autauga, Elmore, Lowndes, Crenshaw, Pike, Bullock, Macon and Montgomery).
- 10 % of the prison population gets released on the community correction program within their prospective county. With the number of new commits/% of community corrections releases, there is the possibility of approximately 70 students per year just within the community corrections jurisdiction alone within and around Montgomery County.
- Not only will the students learn life skills and a job skill but, they will become positive community contributors by paying wage taxes, supporting local merchants and possibly becoming property owners.

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

Juanida Pitts – Executive Director

- Successful construction business owner in Mobile, AL 1975 – 1995
- Incarcerated March 1996 – April 2010
- Co-owns A Cut Above the Rest Lawn Care, Huntsville, AL January 2011
- Co-owns Central Alabama Lawn Group, Montgomery, AL April 2014
- Received certification from National Institute of Corrections as Offender Employment Specialist, November 2012
- Governor Appointed member of Commission of Girls and Women in the Criminal Justice System as Institutional Re-entry Specialist, September 2012

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

Melinda Ricketts – Chair, Board of Directors

- Software Engineer, US Federal Government, 1980-1998
- Software Engineer, The Boeing Company, 1999-2007
- Incarcerated November 2007 – March 2010
- Co-owns A Cut Above the Rest Lawn Care, Huntsville, AL
January 2011
- Co-owns Central Alabama Lawn Group, Montgomery, AL
April 2014
- Received certification from National Institute of Corrections
as Offender Employment Specialist, November 2012

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

Purpose:

A non profit organization developed to provide life skill classes and heavy equipment and commercial lawn equipment skill training to individuals currently and previously under law enforcement jurisdiction and veterans.

A CUT ABOVE the REST TRAINING FACILITY

(CARTF)

Mission:

CARTF's mission is to provide classroom and hands-on training to individuals entering society after incarceration and veterans within the commercial lawn care and heavy construction equipment fields. They will be taught a multitude of job skills and life skills that will allow the students to be self-sufficient and facilitate their ability to become productive members of society

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

- CARTF will be the only training facility of its kind within the State of Alabama
- Lack of true competition will make CARTF the premier source for training

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

- Initially, eight (8) rotating classes with twenty (20) students per class
- Using Alabama's cost of incarcerated inmate (\$17,118), the facility has the potential of saving the State of Alabama \$2.7 million annually
- Have a strong evaluation component in order to conduct research to establish the project as an evidence based program that can be replicated in other areas of Alabama as well as other states

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

There is a critical need for the proposed program due to the following problems:

1. High recidivism rate among ex-felons in Alabama
 - There are currently approximately 12,600 inmates released per year with 24.7% returning within 3 years for a \$53million state budget burden.
 - Revolving door syndrome

A CUT ABOVE the REST TRAINING FACILITY

(CARTF)

Ex-felons have found upon their release it is difficult to obtain employment because of their felony conviction(s). They find it difficult to support themselves and/or their family. Upon their release, they are once again relying upon the State of Alabama for support.

The job outlook for heavy equipment operators is projected to have a 23% increase between the years 2010 and 2020 (U.S. Bureau of Labor Statistics, 2010)

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

There is a critical need for the proposed program due to the following problems: (cont.)

2. Lack of education
 - Educational opportunities which can lead to a competitive wage are imperative for a successful re-entry plan. Over 60% of the individuals incarcerated in Alabama have not completed high school or received their GED (Criminal Justice Reform in Alabama-Part One: 45)

A CUT ABOVE the REST TRAINING FACILITY

(CARTF)

There is a critical need for the proposed program due to the following problems: (cont.)

3. Lack of training facilities in Alabama with a focus of ex-felons as one of their primary target population.
 - Similar facility, Alabama Construction Recruitment Institute only educates students on the value of learning a trade and inspire them to consider a career as a skilled tradesman such as, electrician, plumber, crane operator, etc.

A CUT ABOVE the REST TRAINING FACILITY

(CARTF)

Our students will not only have classroom and hands-on training with different types of commercial equipment but, will also have classroom training in the following areas:

- OSHA rules and regulations
- Computer skills
- Money Management
- Resume building
- Interview tips
- Cognitive Behavior class

A CUT ABOVE the REST TRAINING FACILITY

(CARTF)

“the Alabama Governor’s Office recognizes the importance of the safe and successful return of formerly incarcerated individuals to the community.””this office is pleased to endorse A Cut Above the Rest Training Facility, Inc. and its effort to make a positive change in the State of Alabama.”

State of Alabama Governor, Robert Bentley, August 31, 2012

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

“The Alabama Department of Corrections recognizes the importance of successful reintegration of formerly incarcerated individuals into society. A Cut Above the Rest Training Facility will certainly impact the recidivism rate in the State of Alabama in a positive manner. The facility will provide needed job skills, workforce training and job placement assistance to formerly incarcerated state prisoners. This facility's training program is unique and is needed within the State of Alabama.

The Alabama Department of Corrections believes that this program will improve public safety and reduce the burden on taxpayers by reducing the number of individuals re-incarcerated in the State of Alabama. For these reasons, this office is pleased to endorse A Cut Above the Rest Training Facility and their effort to make a positive change in the State of Alabama.”

Alabama Department of Corrections, Commissioner Kim Thomas, February 14,
2013

A CUT ABOVE the REST TRAINING FACILITY

(CARTF)

“The proposed program will provide much needed training not only for the State but also for former offenders, who often need additional support to find sustainable employment. It brings me great pleasure to endorse your efforts to provide innovative and relevant training to our citizens.”

Alabama Department of Economic and Community Affairs,
Jim Byard, Jr., Director, August 20, 2012

A CUT ABOVE the REST TRAINING FACILITY

(CARTF)

“The proposed training that “A Cut Above the Rest Training Facility” intends to offer this population is a widely sought after set of skills which I predict will be necessary for the future development of our local and regional economy. “

Montgomery County Community Corrections Department,
Paul Brown, Executive Director, July, 2012

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

“Your rehabilitation program was very impressive. We need more non-profit’s like this in Alabama. I look forward to working with you both of you in the future. Your success will save money and lives in Alabama.”

Senator Cam Ward, State of Alabama, November, 2012

A CUT ABOVE the REST TRAINING FACILITY

(CARTF)

Summary

Ex-felons returning to society after being incarcerated for many years find that the jobs are different, the job skills needed are different. Many don't know how to use the new technology devices (iPod, iPad, laptop or even a cell phone). They find that going back to prison is easier. Which in turn burdens the State of Alabama's budget and state taxpayers.

Teach the ex-felons that there is a BETTER way than prison. By example, show them that there are inmates that leave prison after many years of incarceration and DO make it in society.

Show them that there is a PLACE to learn job skills that will provide them with a lifetime of possibilities.

A CUT ABOVE the REST TRAINING FACILITY (CARTF)

For additional information:

A Cut Above the Rest Training Facility

1601 Dewey Street

Montgomery, Alabama 36104

(256) 690-4787



THE CIRCUIT COURT OF MONTGOMERY COUNTY

TIFFANY B. MCCORD
Circuit Clerk
Tiffany.mccord@alacourt.gov
(334) 832-1260

PHELPS-PRICE JUSTICE CENTER
251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667

May 13, 2014

Hon. Elton Dean, Chairman
Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36104

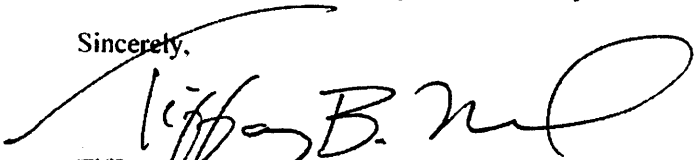
Dear Chairman Dean:

I have submitted estimates and plans for improvements in the Circuit Clerk's office to Donnie Mims, County Administrator. These plans include safety glass for the front counter, a lavatory and new cubicles throughout the office. The cost is as follows:

Construction project (Safety Glass and Lavatory)	\$ 75,000.00
Cubicles	+ <u>142,581.34</u>
Total	\$ 217,581.34

By this letter, I am requesting the appropriation of funds for these items. I welcome any questions you may have regarding this request and I ask that I be placed on the agenda at the next County Commission meeting to discuss this with you all. Thank you in advance for your consideration.

Sincerely,


Tiffany B. McCord
Montgomery County Circuit Clerk

Tammy Nix

From: PH&J Architects <phjarch@bellsouth.net>
Sent: Thursday, April 03, 2014 4:17 PM
To: Donald Mims
Subject: Circuit Clerk Teller Windows and Private Toilet
Importance: High

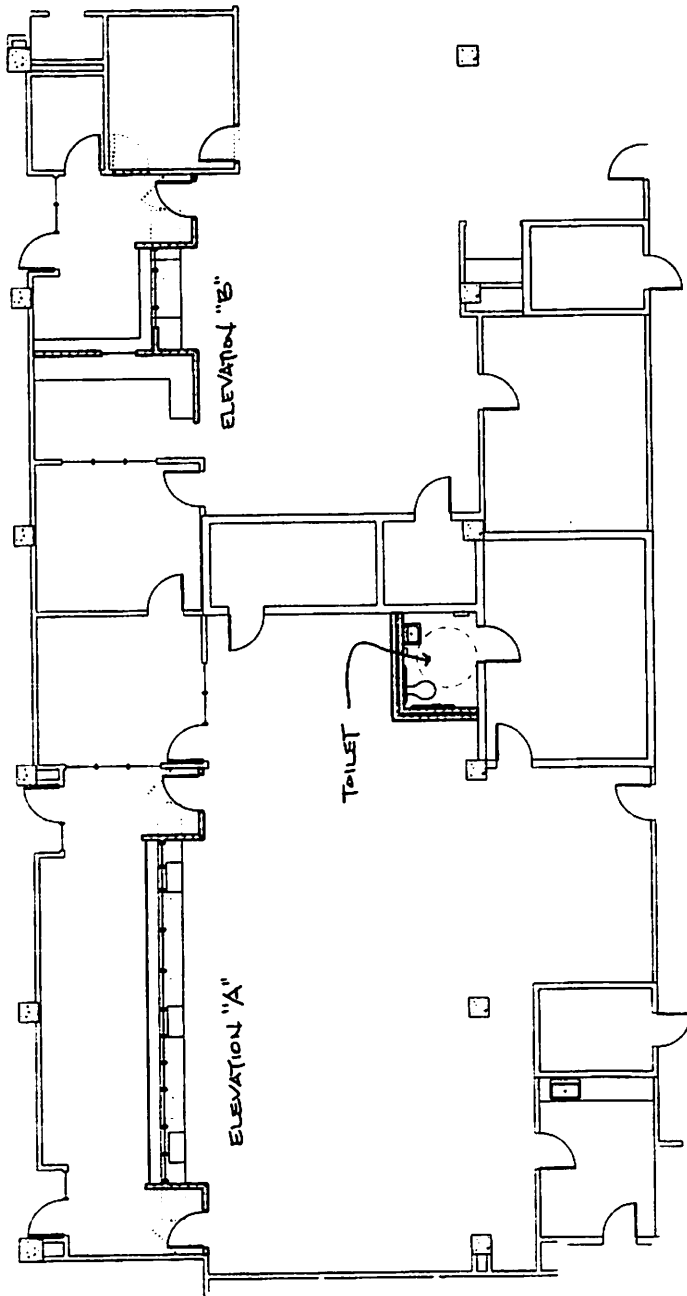
Donnie,

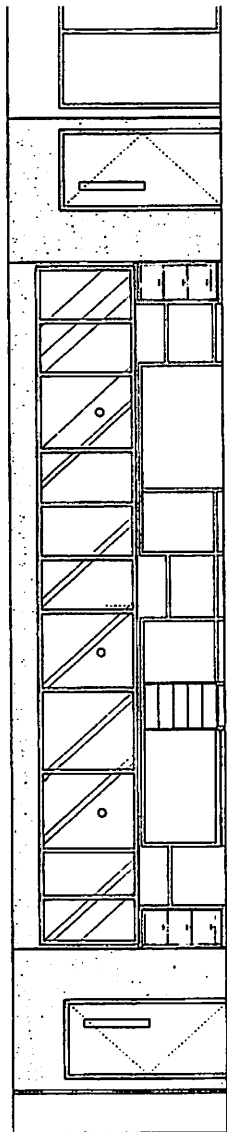
The projected budget for securing the Circuit Clerks teller line is \$50,000.00 to \$60,000.00 and the private toilet would be an additional \$25,000.00. We will have to get back with you as to a schedule, but if the commission is ready to get started, we can assign someone to start preparing documents for the bid package.

Thanks, Patrick Addison and Griffin Harris

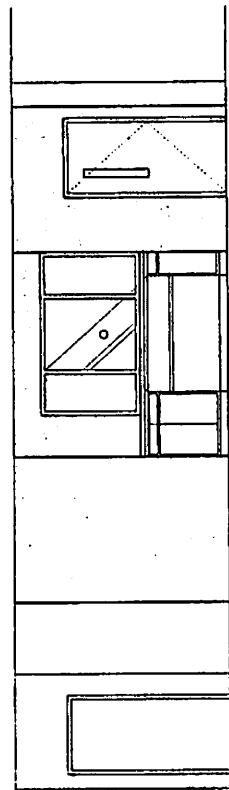


PH&J Architects, Inc
807 S McDonough Street (36104)
PO Box 215 (36101)
Montgomery, AL
Phone 334-265-8781
Fax 334-265-9208

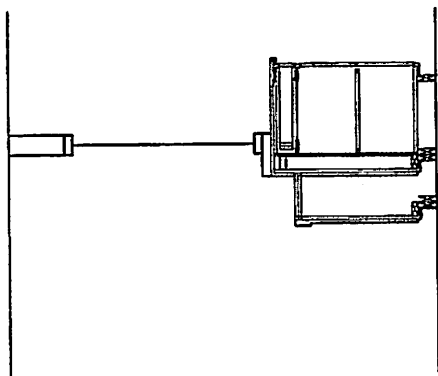


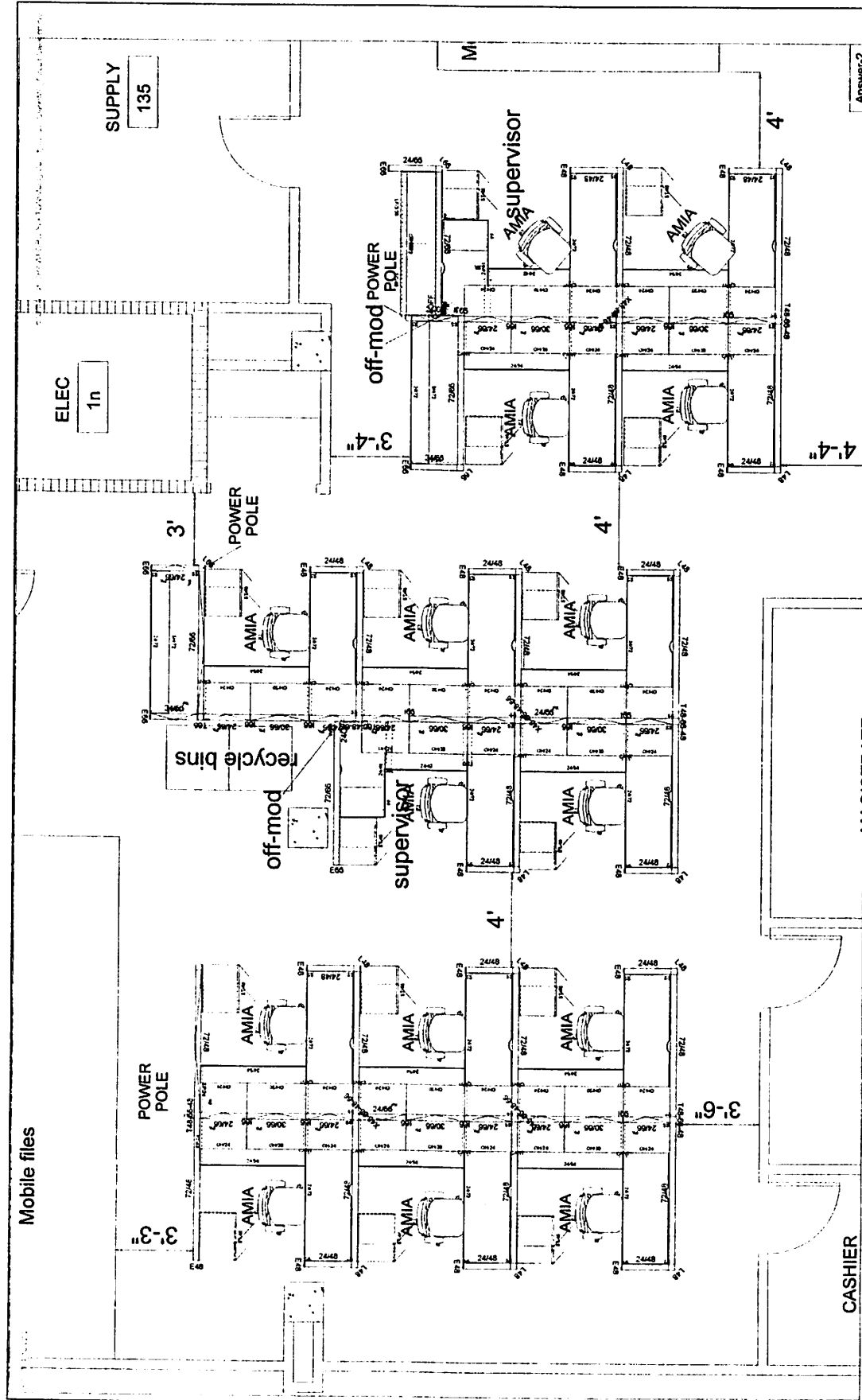


ELEVATION "A"



ELEVATION "B"

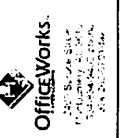


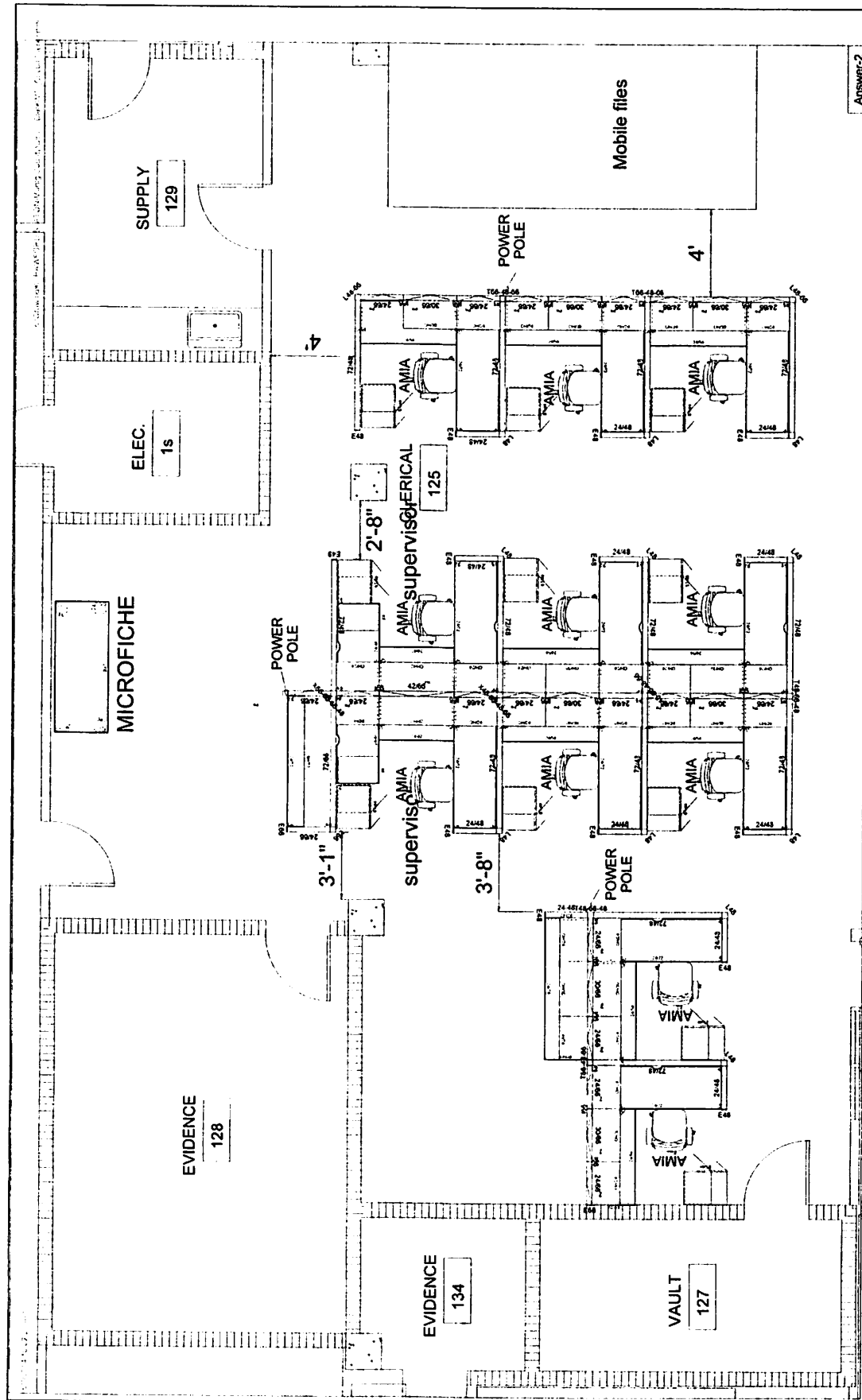


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Date Created: April 10, 2014
 Revised: 4.18.14; 4.28.14; 5.7.14
 Drawn By: LDunn, RID, ASD
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Montgomery County
 Montgomery County Courthouse - First Floor
 Circuit Clerk



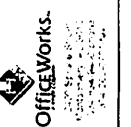


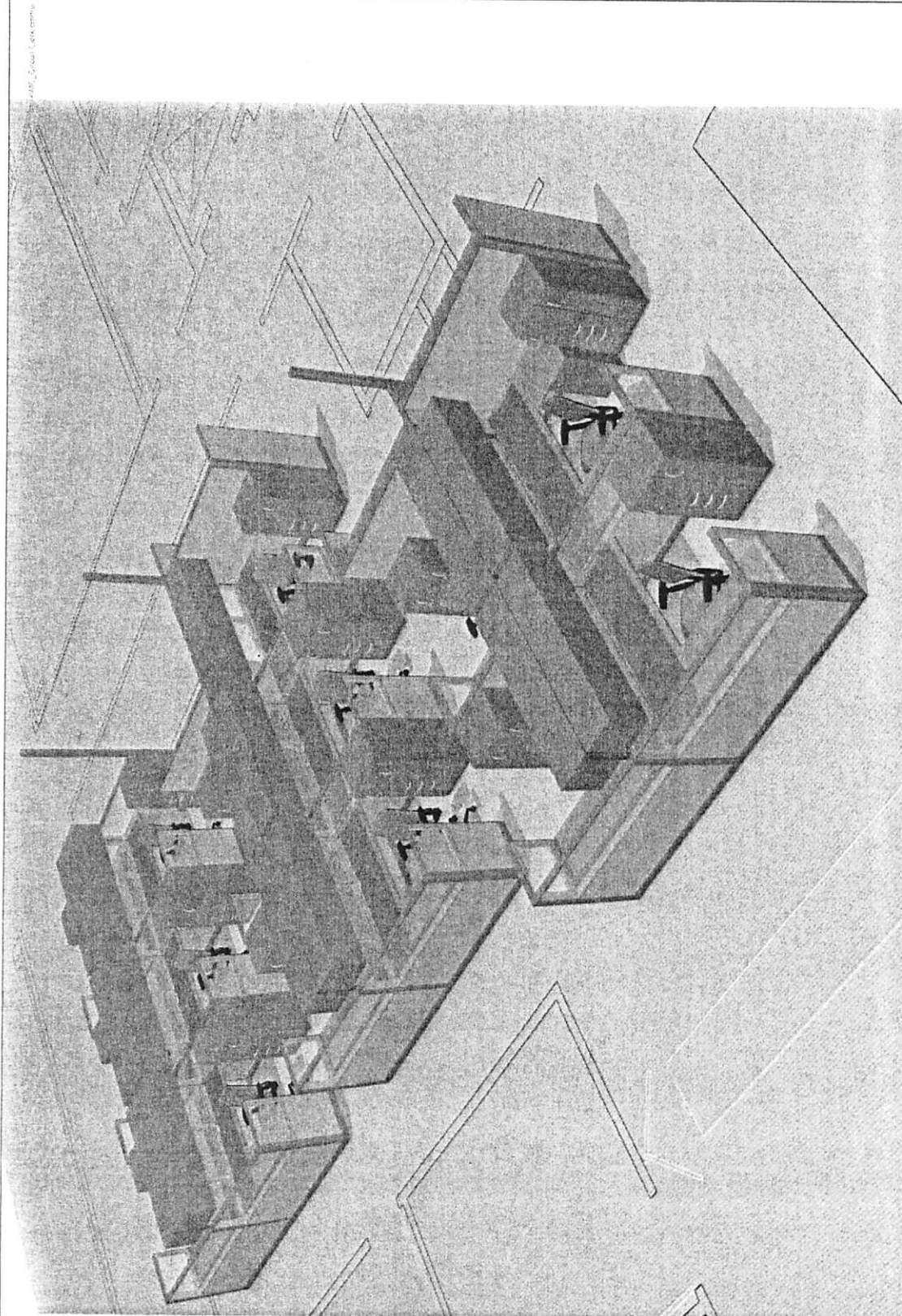
ANSWER-2

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 Drawn By: LDunn, RID, ASID
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 Clerk\MC_Circuit Clerk.cmdrw

Montgomery County
 Montgomery County Courthouse - First Floor
 Circuit Clerk



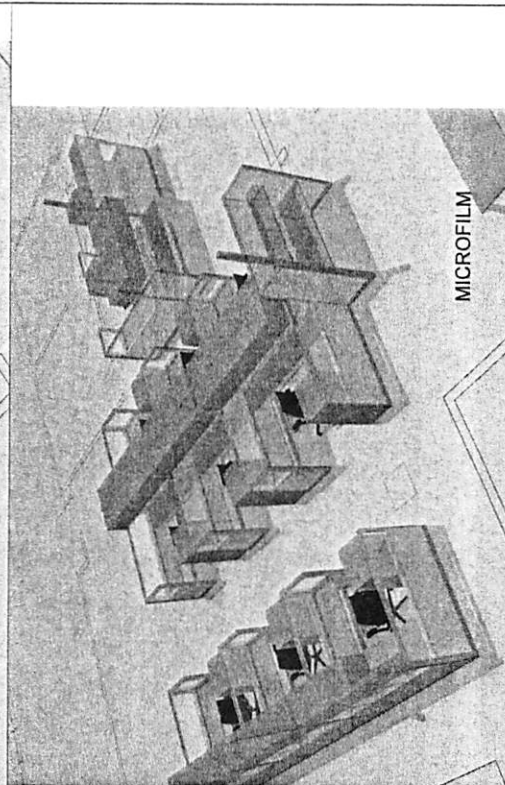
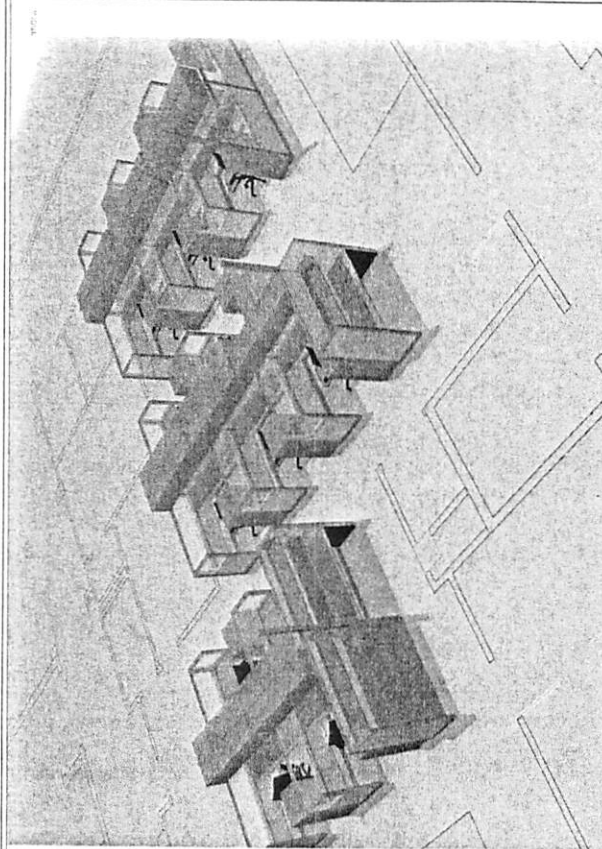


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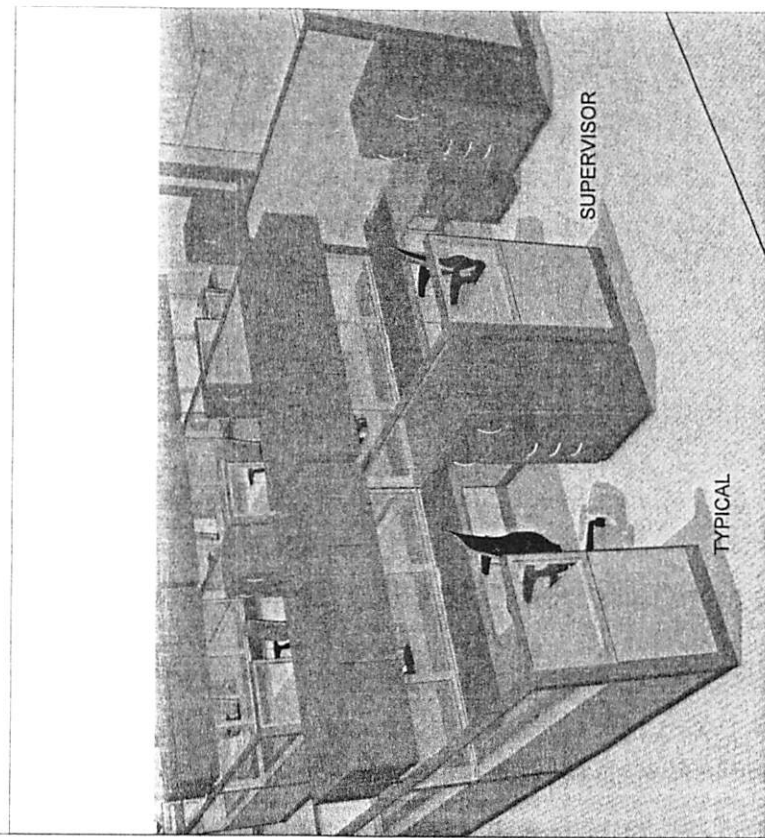
Date Created: April 10, 2014
 Revised: 4.18.14; 4.28.14; 5.7.14
 Drawn By: LDunn, RID, ASID
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Montgomery County
 Montgomery County Courthouse - First Floor
 Circuit Clerk

OfficeWorks
 2000 Riverside Drive
 Suite 400
 214-502-0771 Fax



MICROFILM



SUPERVISOR

TYPICAL

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Date Created: April 10, 2014
 Revised: 4.18.14; 4.28.14; 5.7.14
 Drawn By: LDunn, RID, ASID
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Montgomery County
 Montgomery County Courthouse - First Floor
 Circuit Clerk

OfficeWorks.
 2025 S. 10th Street
 Montgomery, AL 36112
 Phone: 205-261-1111
 Fax: 205-261-1112

Montgomery County 2015 Budget Calendar

June 2014

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2 Commission Meeting Send letters to Agencies	3 Send budget packet to departments	4	5	6	7
8	9	10 Budget Training as needed	11 Budget Training as needed	12	13	14
15	16 Commission Meeting	17	18	19	20	21
22	23	24	25	26	27	28
29	30 Deadline for Department Budget Submission					

Montgomery County 2015 Budget Calendar

July 2014

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
					<i>HOLIDAY</i>	
6	7 Commission Meeting	8	9	10	11	12
13	14	15	16	17	18	19
20	21 Commission Meeting Budget Review	22 Budget Hearings	23 Budget Hearings	24	25	26
27	28	29	30	31		

Montgomery County 2015 Budget Calendar

August 2014

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
3	4 Commission Meeting Budget Review after meeting	5	6	7	8 1	9 2
10	11 Budget Review as needed	12	13	14	15	16
17	18 Commission Meeting Finalize 2015 Proposed Budget	19	20	21	22	23
24	25	26	27	28	29	30
31						

Montgomery County 2015 Budget Calendar

September 2014

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1 <i>HOLIDAY</i>	2 Commission Meeting Present Proposed 2015 Budget	3	4	5	6
7	8	9	10	11	12	13
14	15 Commission Meeting ADOPT 2015 Budget	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

**UPCOMING BIDS/CONTRACT RENEWALS
FOR THE MONTHS OF
May, June, July 2014**

<u>Contract No.</u>	<u>Item</u>	<u>Dept.</u>	<u>Vendor</u>	<u>Expiration Date</u>
<u>MAY, 2014</u>				
51901-12B-007 (Renewable)	Paint & Paint Supplies	Support Services	Glidden Paint	May 1, 2014
51988-13B-032 (Renewable)	Catering of Food Trays	County Commission	Chappy's Deli	May 3, 2014
52200-13B-007 (Renewable)	Inmate Laundry Service	Detention Facility	CLS Service	May 31, 2014
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
51901-10B-034 (Rebid)	Preventive Maintenance	Detention Facility	Johnson Controls	May 31, 2014

JUNE, 2014

53000-12B-013 (Renewable)	Plant Mix	Engineering	Wiregrass Construction	June 14, 2014
51901-12B-010 (Renewable)	Air Filters & Service	Support Service	Filter Services of Alabama	June 30, 2014
51901-13B-014 (Renewable)	Rental of Uniforms	Support Service Engineering	G & K Services	June 30, 2016
52110-10C-018 (Rebid)	Emergency Medical Service	Sheriff's Office	Hayne's Ambulance	June 30, 2014
52110-05B-037 (Rebid)	Preventive Maintenance Security Components	Sheriff's Office	Norment Security	June 30, 2014
51901-12B-011	Garbage Collection	Support Services	Advanced Disposal	June 30, 2015

JULY, 2014

51901-12B-001 (Renewable)	Custodial Services Care Here & Community Corrections	Support Services	American Facility Svc.	July 31, 2014
51901-12B-016 (Renewable)	Custodial Services Annex III	Support Services	Penn & Sons, Inc.	July 31, 2014
51901-13B-021 (Renewable)	Custodial Services Probate, Revenue Substations	Support Services	Penn & Sons, Inc.	July 31, 2014

51901-13B-019 (Renewable)	Grass Cutting Svc	Support Services	Humphries Lawn Svc	July 31, 2014
52200-11B-007 (Rebid)	Inmate Phone System	Detention Facility	Securus	July 31, 2014

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

STATISTICAL REPORT FOR APRIL 2014

Federal Prisoners Received	7
Federal Prisoner Carryovers from Previous Month	43
Total Federal Inmate Days	1217

State Inmates Received	439
State Inmate Carryovers from Previous Month	528
Total State Inmates in Facility this Month	967
Total Carryovers to Next Month	498
Total State Inmate Days	14,843

Total Inmates (State and Federal Combined)	1017
Total Inmate Days (State and Federal Combined)	16,060

* Average Daily Population	<u>535</u>
----------------------------	------------

Total Days Billed to the State	14,843
Amount Charged to the State	\$25,975.25
Sheriff's Allowance	\$337.50
Total Charged to the State	\$26,312.75

Total Spent for Food this Month	Have not received invoice from A'viands for w/e 4/26
Amount Over Allowance	
Amount Under Allowance	--
Average Cost for Food per Inmate Day	

22-2

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

VOUCHER NO.

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

DATE VOUCHER PREPARED
May 2, 2014

SCHEDULE NO.

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

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 (Corlis Miles)
Fax: (334) 265-0990
corlismiles@mc-ala.org

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NO.

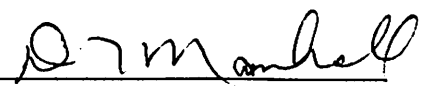
SHIPPED FROM

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	
April Jail Bill	4-01-14 thru 4-30-14	Housing for Federal Inmates Montgomery Co Jail (See Attached List)	1217	\$48.00	Day	\$58,416.00

Submitted by: 

(Use continuation sheets) if necessary)		(Payee must NOT use the space below)		TOTAL	\$58,416.00
PAYMENT:	APPROVED FOR	EXCHANGE RATE	DIFFERENCES		
☐ PROVISIONAL	= \$	= \$1.00			
☐ COMPLETE	BY (2)				
☐ PARTIAL					
☐ FINAL			Amount verified; correct for		
☐ PROGRESS	TITLE		(Signature or initials)		
☐ ADVANCE					

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	
			PER	
			TITLE	

- (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.

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 discharge of the payment obligation.

22-3

Community Corrections Census & Fiscal Report

[illegible]

PROGRAM TYPE:

~County Probation Offenders														
Fees Collected														
161	145	138	101	113	115	104	0	0	0	0	0	0	0	\$8,618.00
800.00	1,384.00	954.00	1,210.00	1,310.00	1,555.00	1,405.00	-	-	-	-	-	-	-	
~Pre-Trial Release Participants														
(Jail Bed- Days Saved)														
Fees Collected														
26	33	29	35	29	26	30	0	0	0	0	0	0	0	
820	777	884	1029	776	837	802	0	0	0	0	0	0	0	
340.00	420.00	380.00	245.00	355.00	355.00	295.00	-	-	-	-	-	-	-	\$2,390.00
~Drug Court Offenders														
Fees Collected														
32	32	31	31	30	28	29	0	0	0	0	0	0	0	\$26,536.82
3,515.00	2,910.03	5,722.14	2,765.00	4,118.20	3,453.97	4,052.48	-	-	-	-	-	-	-	
~Jail/Prison Diversion Offenders														
Fees Collected														
126	130	138	141	143	146	143	0	0	0	0	0	0	0	\$21,396.00
2,754.00	2,890.00	2,879.00	2,800.00	3,930.00	3,503.00	2,640.00	-	-	-	-	-	-	-	\$213,510.00
25,740.00	26,810.00	32,650.00	31,470.00	29,970.00	34,590.00	32,280.00	-	-	-	-	-	-	-	
~Electronic Monitoring Offenders														
Fees Collected														
1	1	1	1	2	2	2	0	0	0	0	0	0	0	\$1,085.00
150.00	100.00	100.00	150.00	155.00	275.00	155.00	-	-	-	-	-	-	-	
~Drug Screenings														
Fees Collected														
258	231	363	301	289	287	261	0	0	0	0	0	0	0	\$10,525.00
1,450.00	1,265.00	1,615.00	1,770.00	1,440.00	1,400.00	1,585.00	-	-	-	-	-	-	-	
~E.V.E.N. DV Program Enrolled														
Fees Collected														
127	97	100	104	111	111	115	0	0	0	0	0	0	0	\$14,682.50
2,625.00	2,570.00	1,330.00	1,695.00	2,337.50	2,105.00	2,020.00	-	-	-	-	-	-	-	
~Other Fees Collected														
135.00	60.00	195.00	165.00	255.00	240.00	305.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,355.00
\$ 37,509.00	\$ 38,409.03	\$ 45,825.14	\$ 42,270.00	\$ 43,870.70	\$ 47,476.97	\$ 44,737.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,098.32
TOTAL FEES: (13-14 FY)														
\$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			
Prior Year Fees (Comparison):														
TOTAL POPULATION SERVED:														
(Population at end of Reporting Month)														
Comparison Population Previous Year														
382	391	398	429	436	439	419	419	435	436	438				
39	41	46	41	38	28	35	0	0	0	0	0	0	0	
217	348	305	179	165	135	156	0	0	0	0	0	0	0	
(Community Service Hours)														
\$ 1,571.44	\$ 2,519.38	\$ 2,211.25	\$ 1,297.75	\$ 1,192.63	\$ 978.75	\$ 1,131.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$10,902.19
Value of Labor at \$7.25 per Hr.														

**Value of Labor at \$7.25 per Hr.
(Minimum Wage)**

E.V.E.N.

Client Fees

AL D.O.C.

Drive Court

Budget Allocation (Anticipated Revenue)

Total Amount Collected/Billed to Date

Balance (of anticipated revenue)

Revenue Comparison to Prior Year

Revenue Comparison to
Current FY Year to Date Total

Prior Year to Date

Difference From Prior Year

Total Projected Fees from All Other Sources*
Target Amount expected to be collected/billed by date
Total Collected/Billed to date

Difference from Anticipated Revenue to Date: + or -

*Other than from County Appropriations

23-1