

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

MONTGOMERY COUNTY COMMISSION

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



ESTABLISHED 1816

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

www.mc-ala.org

October 16, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the October 20, 2014
Montgomery County Commission Regular Meeting

We will begin our Information Session on Monday, October 20, 2014, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

1-1 County Commission Information Session Schedule for October 20, 2014

Waived Rules Items to Consider for October 20, 2014

Consider Budget Change Requests (3)

- 2-1 County Commission Appropriations – Request Number 2
- 2-2 Engineering Department – Request Numbers 1 and 2
- 3-1 Consider Bid Award for Renovations to the Greil Mansion for the County Public Defender's Office, County Commission
- 4-1 Consider Resolution Opposing Constitutional Amendment 2 which would Increase Bonding Authority Paid from Principal in the Alabama Trust Fund by \$50 Million for Capital Improvements to Alabama National Guard Armories, County Commission (**The approval of Amendment 2 will reduce funding to county governments that we have used for building projects such as offices for the District Attorney and Probate Judge**)
- 5-1 Consider Resolution Commemorating the Life of the Late Paul R. Hubbert, County Commission
- 6-1 Consider Bid Award for Sheriff's Vehicles, Bid No. 52110-15B-001, Sheriff's Office
- 7-1 Consider Bid Award for Investigation Uniforms, Bid No. 52110-14B-027, Sheriff's Office (**Current Contract Expires 10/31/14**)

- 8-1 Consider Bid Award for Commissary and Trust Fund Management, Bid No. 52200-14B-024, Sheriff's Office (**Current Contract Expires 10/31/14**)

Personnel Actions (Waived Rules Items)

- 9-1 **New Requests:** Copies of Position Fill Requests – District Attorney's Office (3)
- (1) Child Support Case Manager I, Position Number 418045007
 - (2) Child Support Case Manager II, Position Number 418040008
 - (3) Child Support Case Manager II, Position Number 418040009
- 10-1 **New Requests:** Copies of Position Fill Requests – Sheriff's Office (3)
- (1) Deputy Sheriff Corporal, Position Number 163
 - (2) Deputy Sheriff Trainee/Deputy Sheriff, Position Number 24
 - (3) Deputy Sheriff Trainee/Deputy Sheriff, Position Number To Be Determined

Items to Consider for November 3, 2014 Agenda

- 11-1 Consider Letter of Intent from Merchant Capital, LLC, for Underwriting Services for Possible Issuance of Bonds for Montgomery School Project and Possible Refunding of Montgomery County Public Building Authority Series 2006 Warrants, County Commission
- 12-1 Consider Authorization of Contingency Allowance Number 2 for the Youth Facility Project, Youth Facility
- 13-1 Consider Resolution Authorizing the County's Thanksgiving Holiday Observance on Friday, November 28, 2014, County Commission
- 14-1 Consider Resolution Authorizing the County's Christmas Holiday Observance on Friday, December 26, 2014, County Commission
- 15-1 Consider Board Member Reappointments to the Montgomery City-County Public Library Board, County Commission
- 16-1 Consider Board Member Reappointment to the Pine Level Water Authority, County Commission
- 17-1 Consider Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 4LEL (FY2014 - \$55,000), Sheriff's Office

- 18-1 Consider Bank Depositories for the Remainder of 2014 and the 2015 Calendar Year, County Commission
- 19-1 Consider Payment of 2015 Membership Dues to the Public Relations Council of Alabama (PRCA) for Public Affairs Director DiDi Henry, Public Affairs
- 20-1 Consider Bid Award for Catering of Food Trays, Bid No. 51988-14B-029, County Commission
- 21-1 Consider Bid Award for Sheriff's Office Uniforms, Bid No. 52110-14B-025, Sheriff's Office
- 22-1 Consider Bid Award for Carpet in the Administration Office Area, Bid No. 52200-14B-021, Detention Facility
- 23-1 Consider Bid Award for Leather and Accessories, Bid No. 52110-14B-026, Sheriff's Office

Personnel Actions

- 24-1 **New Requests:** Copies of Position Fill Requests – Detention Facility (2)
 - (1) Corrections Officer Corporal, Position Number 167
 - (2) Corrections Officer Trainee/Corrections Officer, Position Number To Be Determined
- 25-1 **New Request:** Copy of Position Fill Request for Emergency Communications Operator I/II, Position Number 10, Sheriff's Office
- 26-1 **New Request:** Copy of Position Fill Request for Customer Service Clerk, Position Number 750016043, Probate Judge's Office

General Information

- 27-1 Copy of Memorandum from Director of Risk Management Scott Kramer regarding a Request by Affiliated FM to make a Presentation to the Commission during the November 3, 2014 meeting
- 28-1 Copy of Schedule of Upcoming Bids/Contract Renewals
- 29-1 Copy of Population Report for September 2014 for the Mac Sim Butler Detention Facility
- 30-1 Copy of Census and Fiscal Report for September 2014 for Community Corrections
- 31-1 Copies of Detailed Accounts Payables, paid 10/3/14 10/10/14 and 10/17/14; subject to the County Commission approval

Previous Requests for Funding

During the October 6, 2014 County Commission meeting, the Commission discussed a Letter from Southeastern Livestock Exposition Executive Director William E. Powell requesting funding in the amount of \$10,000 for the Alabama Junior Beef Expo (**Last year, Chairman Dean, Vice Chairman Harris and Commissioners Ingram, Williams and Polizos appropriated \$500 from each of their accounts and the Commission approved a \$7,500 Budget Change Request to the Alabama Cattlemen's Association for this event for a total of \$10,000**)

Additional Information – No Attachments

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

- Michael Doty, Deputy Sheriff, Sheriff's Office (**16 years, 6 months**), effective November 1, 2014

If you have any questions, please contact me.

DLM/tn

COUNTY COMMISSION INFORMATION SESSION SCHEDULE
FOR
OCTOBER 20, 2014

- 8:00 a.m. Prayer led by Commissioner Williams
- 8:05 a.m. Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:15 a.m. Broker Agent Mike Dunn with Merchant Capital, LLC – Presentation regarding Letter of Intent for Underwriting Services for Possible Issuance of Bonds for Montgomery School Project and Possible Refunding of Montgomery County Public Building Authority Series 2006 Warrants **(Future Agenda Item 11-1)**
- 8:30 a.m. Griffin Harris and Patrick Addison with PH&J Architects, Inc., – Presentation regarding Bid Award for Renovations to the Greil Mansion for the County Public Defender's Office **(Waived Rules Item 3-1)**
- 8:45 a.m. Frank Litchfield with Seay, Seay & Litchfield – Presentation regarding Authorization of Contingency Allowance Number 2 for the Youth Facility Project **(Future Agenda Item 12-1)**
- 9:00 a.m. Chief Administrator Rhonda Cape with the District Attorney's Office – Presentation regarding Child Support Case Manager Position Fill Requests **(Personnel Action-Waived Rules Item 9-1)**
- 9:10 a.m. Chief Information and Technology Officer Lou Ialacci – Briefing regarding Information Systems Operations
- 9:20 a.m. County Engineer George Speake – Briefing regarding Engineering Operations and Budget Change Request Numbers 1 and 2 **(Waived Rules Item 2-2)**
- 9:30 a.m. Formal Session of County Commission
- 10:00 a.m. Adjourn

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT: County Comm Appropriati	REVIEWED: S. Thomas	10/10/2014
DATE: 10/10/2014	Finance Director	Date
REQUESTED BY: Donald L. Mims	APPROVED:	
Elected Official/Dept. Head	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Homeland ETL Grant contract services	125-52609.304	90,000	(30,000)	60,000
Homeland ATL Grant contract services	125-52611.304	0	30,000	30,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
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				0
				0
				0
				0
				0
TOTAL		90,000	0	90,000

JUSTIFICATION:

To realign the grant budget for a Homeland ATL grant.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	
				10/3/14
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
	Elected Official/Dept. Head	10/2/2014	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Construction Equipment	111-53100-561	800,000	(84,768)	715,232
Construction Equipment	111-53200-561	0	26,021	26,021
Construction Equipment	111-53300-561	0	52,042	52,042
Other Equipment	111-53700-591	0	6,705	6,705
TOTAL		800,000	0	800,000

JUSTIFICATION:

Transfer from the Construction Equipment Code to cover the purchase of 3 - Ford Cab & Chassis (1- Dist. I & 2- Dist. II) utilizing State Contract & Tire Changing Machine for County Shop.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

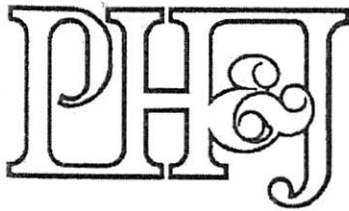
REQUEST NUMBER 2

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

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Construction Equipment	111-53100-561	715,232	(69,977)	645,255
Construction Equipment	111-53400-561	0	69,977	69,977
TOTAL		715,232	0	715,232

JUSTIFICATION:

Transfer from the Construction Equipment Code to cover the purchase of 8,000 Gal. Asphalt Storage Tank for Dist. III



PH&J Job Number: 1208-GVG

architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

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

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

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

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

Wednesday, October 15, 2014

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

Re: Renovations to the Griel Mansion for the County Public Defenders
PH&J Number: 1208-GVG

Mr. Mims:

Bids were received on this project on Tuesday, October 7, 2014 at 2:00 pm
(Central Time) with four bidders submitting sealed proposals:

The amounts listed are for Base Bid price, plus Alternates 1:

1. Amity Construction Company, Inc.	\$424,800.00
2. Holley- Henley Builders, Inc.	\$354,585.00
3. Trawick Contractors, Inc.	\$479,330.00
4. CW Smith Decorating	\$417,460.00

It is our recommendation, that the project be awarded to Holley-Henley Builders, Inc. and enter into a construction contract for the amount of \$354,585.00, the amount of their bid (Base Bid + Alternates 1).

If you have any questions, please call.

Sincerely,

Patrick T. Addison, AIA

Cc: File

PHJ architects inc.

Founded 1957 Pearson, Humphries, & Jones Architects
P.O. Box 215 Montgomery, Alabama 36101
807 S. McDonough Street Montgomery, Alabama 36104
Telephone (334) 265-8781 Fax (334) 265-9208

PH&J # 1208GVG

Project: Montgomery County Commission Greil Mansion Renovations
for the Montgomery County Public Defenders

Time & Date: 2:00 PM, October 7, 2014

TABULATION OF BIDS

Place: Commission Conference Room

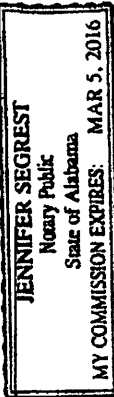
Montgomery County Courthouse - Annex 3, Montgomery, AL

CONTRACTOR	BASE BID	ALTERNATE #1 Electrical Items	TOTAL
Stallings & Son, Inc.	Not Bidding		
Amity Construction Company, Inc.	\$421,000.00	\$3,800.00	\$424,800.00
Central Contracting, Inc.	Not Bidding		
Hoyt Henley Builders, Inc.	\$349,885.00	\$4,700.00	\$354,585.00
Trawick Contractors, Inc.	\$500,000.00 - \$25,095.00 = \$474,905.00	\$4,014.00 + \$411.00 = \$4,425.00	\$479,330.00
CW Smith Decorating	\$412,000.00	\$5,460.00	\$417,460.00

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

By: Steven Hall
Steven Hall

Notary: Jennifer Segrest
Jenifer Segrest



PH&J #1208GVG

Project: Montgomery County Commission Greil Mansion Renovations

For the Montgomery County Public Defenders

Time & Date: October 7, 2014 @ 2:00pm

Bid Discrepancies

Amity Construction	-No Corporate Seal on Proposal Form 0030 -No Corporate Seal on Form C-3A Sales Tax
Hoyt Henley Builders	-No Corporate Seal on Proposal Form 0030
Trawick Construction	-Omission of Bidder information in box "Data on Bidder" on Proposal Form 0030
CW Smith Decoratong	-No Corporate Seal on Proposal Form 0030 -No Corporate Seal on Form C-3A Sales Tax



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

October 10, 2014

M E M O R A N D U M

TO: Montgomery County Commission

FROM: DiDi Henry
 Public Affairs Director

SUBJECT: Waive Rules for Resolution in Opposition to Amendment 2

During the 2013 ACCA's Legislative Conference, the members voted to adopt a resolution **opposing** Constitutional Amendment 2 which would increase bonding authority paid from principal in the Alabama Trust Fund by \$50 million for capital improvements to Alabama National Guard Armories. This amendment is on the statewide ballot for the November 4, 2014, general election.

Referendum on Diversion of Alabama Trust Fund Revenue

The Association recommends a "no" vote on the constitutional amendment proposed by Act 2013-266, which would increase bonding authority paid from principal in the Alabama Trust Fund by \$50 million resulting in the diversion of up to \$74 million in Alabama Oil and Gas Capital Payments otherwise required to be deposited into the Alabama Trust Fund. Although the proposed amendment authorizes the expenditure of such revenue for the payment of bonds for capital improvements to Alabama National Guard armories, the Association believes the future withdrawals of any principal or the diversion of any future income violates the intent of the trust and damages the financial stability of county governments that depend on the annual trust income.

In the effort to spread the word about the devastating impact this amendment could have on counties if approved by the voters, the ACCA staff is recommending that the counties announce the Association's opposition during a county commission meeting, prior to the November 4th election, by passing the attached resolution. They believe that making the public aware that all 67 counties have voted to oppose this amendment could send a strong message to citizens unsure about the impact of this proposal.

I am asking that the Commission waive rules and pass this resolution during the October 20, 2014 commission meeting. This will allow the Commission ample time to share this information with our citizens and media outlets.

Thank you.

Resolution

WHEREAS, Amendment 2, which is on the ballot for the November 4, 2014, general election proposes to increase the bonding authority paid from principal in the Alabama Trust Fund by \$50 million, which funds would be expended for capital improvements at Alabama National Guard armories; and

WHEREAS, the increase in bonding authority proposed in Amendment 2 would actually result in the diversion of up to \$74 million in Alabama Oil and Gas Capital Payments which would otherwise be deposited into the Alabama Trust Fund; and

WHEREAS, there is no provision in Amendment 2 requiring that any monies diverted for these capital improvements be repaid to the Alabama Trust Fund which would result in a permanent reduction of monies held in the Alabama Trust Fund; and

WHEREAS, the loss of monies to the Fund without the requirement for repayment would result in a permanent reduction in the annual interest payments made to state and local governments from the Fund; and

WHEREAS, the further withdrawal of any principal or diversion of future income from the Alabama Trust Fund violates the purposes and intent of the Alabama Trust Fund which was created to serve as a stable and continual source of revenue for Alabama state and local governments through payments from the interest earned on the principal in the Fund; and

WHEREAS, the Association of County Commissions of Alabama has adopted a policy opposing this proposed amendment, in part, due to the fact that the further withdrawal of principal or diversion of future income from the Alabama Trust Fund damages the financial stability of all 67 counties in Alabama that depend on the annual trust income they receive to fund projects to improve county roads, bridges, and building; to create and administer solid waste and utility programs; and to provide for the health and safety of citizens in their counties; and

WHEREAS, the withdrawal of funds proposed by Amendment 2 is a serious departure from the long-standing view of Alabama's state leaders that funds should only be diverted from the Alabama Trust Fund in extreme circumstances and only when any monies diverted are required to be repaid within a specified period of time.

WHEREFORE, BE IT HEREBY RESOLVED BY THE MONTGOMERY COUNTY COMMISSION AND THE ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA that they strongly oppose passage of Amendment 2 on the statewide ballot for the November 4, 2104, general election and urge all citizens of Alabama to vote "No" on this amendment to protect and preserve the Alabama Trust Fund against an increase in bonding authority paid from the Fund that could result in the diversion of up to \$74 million in unreimbursed payments to the Fund.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 20 day of October, 2014.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN DAN HARRIS

COMMISSIONER REED INGRAM

4-2



P.O. Box 5040 • Montgomery, Alabama 36103
Telephone 334-263-7594 • Fax 334-263-7678

www.alabamacounties.org

Hon. Merceria Ludgood, Mobile County, President
Sonny Brasfield, Executive Director

TO: County Commission Chairs and Administrators

FROM: ACCA Staff

DATE: October 1, 2014

RE: ACCA Opposition to Amendment 2

As you may recall, ACCA's Legislative Program approved by the membership at the 2013 Legislative Conference includes a policy statement opposing passage of the proposed constitutional amendment to increase bonding authority paid from principal in the Alabama Trust Fund by \$50 million for capital improvements to Alabama National Guard Armories (Amendment 2 on the statewide ballot for the November 4 general election). The statement reads as follows:

Referendum on Diversion of Alabama Trust Fund Revenue

The Association recommends a "no" vote on the constitutional amendment proposed by Act 2013-266, which would increase bonding authority paid from principal in the Alabama Trust Fund by \$50 million resulting in the diversion of up to \$74 million in Alabama Oil and Gas Capital Payments otherwise required to be deposited into the Alabama Trust Fund. Although the proposed amendment authorizes the expenditure of such revenue for the payment of bonds for capital improvements to Alabama National Guard armories, the Association believes the further withdrawal of any principal or the diversion of any future income violates the intent of the trust and damages the financial stability of county governments that depend on the annual trust income.

At the ACCA Annual Convention in August 2014, the membership voted to adopt a resolution opposing Amendment 2. A copy of the resolution is attached.

In an effort to spread the word about the devastating impact this amendment could have on counties if approved by the voters, the ACCA staff is recommending that, before the November 4 election, counties announce the Association's opposition during a county commission meeting. We have prepared the attached statement that can be used for this purpose. The resolution and statement could also be shared with your local media. And all questions regarding the amendment could be directed to ACCA Executive Director Sonny Brasfield.

While some counties may choose to also adopt their own resolution opposing this amendment, we believe making the public aware that all 67 counties have voted to oppose this dangerous amendment could send a strong message to citizens unsure about the impact of this proposal.

Please contact the ACCA office if you have any questions. And thanks for your help with this important matter.

Attachments

STATEMENT REGARDING ACCA OPPOSITION TO AMENDMENT 2

There are five proposed constitutional amendments on the November general election ballot. At its annual business meeting, the Association of County Commissions of Alabama voted unanimously to encourage a "No" vote on Amendment 2, which would authorize additional revenue to be withdrawn from the Alabama Trust Fund.

The approval of this amendment on the November ballot would authorize a \$50 million bond issue for improvements at the state's National Guard armories. At the end of 20 years, the bond payments will result in \$74 million being removed from the Alabama Trust Fund to repay these bonds.

Today, the money in the Alabama Trust Fund cannot be expended without the approval of the Alabama voters. The moneys in the Trust Fund remain intact and each year only the interest earned on those moneys is withdrawn to help fund state agencies and to finance capital projects for cities and counties.

Amendment 2 contains no provision for how these moneys will be repaid to the Alabama Trust Fund nor even any requirement that the money be repaid at all. Without such a requirement, the approval of this amendment would permanently reduce the amount of money held in the Alabama Trust Fund and, therefore, would permanently reduce the annual interest payments to the state and local governments.

The Association has urged a "No" vote on the amendment because:

--The Association strongly believes that the Alabama Trust Fund should not be invaded except in extreme circumstances. *The improvement of National Guard armories is not one of the state's most pressing problems and does not justify extracting money from the state's Savings Account.*

--Money held in the Alabama Trust Fund should not be spent unless there is a realistic and enforceable requirement that the money be repaid. *This proposed constitutional amendment has no provision for repaying the money extracted from the Trust Fund.*

--The estimated interest and other costs for the bond issue are almost 50 percent. *The amendment authorizes a bond issue of \$50 million but the total money extracted from the Alabama Trust Fund over the next 20 years to repay the bonds is \$74 million.*



Resolution

WHEREAS, Amendment 2, which is on the ballot for the November 4, 2014 general election proposes to increase the bonding authority paid from principal in the Alabama Trust Fund by \$50 million, which funds would be expended for capital improvements at Alabama National Guard armories; and

WHEREAS, the increase in bonding authority proposed in Amendment 2 would actually result in the diversion of up to \$74 million in Alabama Oil and Gas Capital Payments which would otherwise be deposited into the Alabama Trust Fund; and

WHEREAS, there is no provision in Amendment 2 requiring that any monies diverted for these capital improvements be repaid to the Alabama Trust Fund which would result in a permanent reduction of monies held in the Alabama Trust Fund; and

WHEREAS, the loss of monies to the Fund without the requirement for repayment would result in a permanent reduction in the annual interest payments made to state and local governments from the Fund; and

WHEREAS, the further withdrawal of any principal or diversion of future income from the Alabama Trust Fund violates the purposes and intent of the Alabama Trust Fund which was created to serve as a stable and continual source of revenue for Alabama state and local governments through payments from the interest earned on the principal in the Fund; and

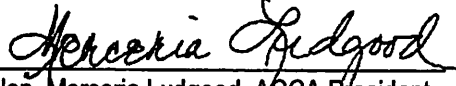
WHEREAS, the Association of County Commissions of Alabama has adopted a policy opposing this proposed amendment, in part, due to the fact that the further withdrawal of principal or diversion of future income from the Alabama Trust Fund damages the financial stability of all 67 counties in Alabama that depend on the annual trust income they receive to fund projects to improve county roads, bridges, and buildings; to create and administer solid waste and utility programs; and to provide for the health and safety of citizens in their counties; and

WHEREAS, the withdrawal of funds proposed by Amendment 2 is a serious departure from the long-standing view of Alabama's state leaders that funds should only be diverted from the Alabama Trust Fund in extreme circumstances and only when any monies diverted are required to be repaid within a specified period of time.

WHEREFORE, BE IT HEREBY RESOLVED BY THE ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA that it strongly opposes passage of Amendment 2 on the statewide ballot for the November 4, 2104 general election and urges all citizens of Alabama to vote "No" on this amendment to protect and preserve the Alabama Trust Fund against an increase in bonding authority paid from the Fund that could result in the diversion of up to \$74 million in unreimbursed payments to the Fund.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the county commissions in all 67 counties in the state.

IN WITNESS WHEREOF, the Association of County Commissions of Alabama has caused this Resolution to be executed in its name and on its behalf by its President on this the 21st day of August, 2014.


Hon. Merceria Ludgood, ACCA President

4-5



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

October 16, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: DiDi Henry 
Public Affairs Director

SUBJECT: Waive Rules – Resolution commemorating the life of the late Paul R. Hubbert

Chairman Dean has asked that the Commission present a resolution commemorating the life of the late Paul R. Hubbert, who passed away on Tuesday. I am requesting Waive Rules for this resolution, so that it can be presented to his family.

Thank you for your consideration.

Montgomery County Commission
A County Older Than The State



Established 1816
Montgomery, Alabama

Resolution

WHEREAS, Dr. Paul R. Hubbert, a native of Jasper, Alabama, was born on December 25, 1935; and

WHEREAS, he attended Hubbertville School and then graduated from Florence State College (now known as the University of North Alabama) in 1959. He then received his Master's and Doctor's degrees in School Administration and Finance from the University of Alabama; and

WHEREAS, Dr. Hubbert served as Business Manager of the Tuscaloosa City Schools for three years before moving to Troy, Alabama, to serve as Superintendent of Troy City Schools from 1967-1969. On March 1, 1969, he became Executive Secretary/Treasurer of the Alabama Education Association (AEA); and

WHEREAS, for over 40 years, he served at the helm of the Alabama Education Association, and helped transform the organization into a strong and pioneering force in Alabama politics. He led the charge to expand the AEA from 30,000 members in 1969 to approximately 100,000 at the time of his retirement on December 31, 2011.

WHEREAS, as a dedicated servant of education, Dr. Hubbert worked tirelessly to ensure stronger support for teachers, support personnel and other education employees and to help them when they were in need; and

WHEREAS, he also served as co-chair of the Alabama Democratic Party; and

WHEREAS, Dr. Hubbert leaves behind is wife Ann, two daughters and four grandchildren to cherish his memory; and

WHEREAS, Dr. Hubbert transitioned from his earthly home into eternal joy and peace on October 14, 2014, at the age of 78,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby honor the memory of Dr. Paul R. Hubbert, acknowledge his contributions to the citizens of Montgomery County and the State of Alabama, and express our condolences to his family.

We hereby certify that the above Resolution was
Adopted by the Montgomery County Commission
the 20th day of October 2014.

M E M O R A N D U M

TO: Donald L. Mims, Administrator
FROM: Tammy Turner, Buyer II TT
DATE: October 15, 2014
SUBJECT: Invitation to Bid No: 52110-15B-001
Sheriff's Vehicles

Request that rules be waived and approval of award on the above referenced Invitation to Bid, to the only bid received from Stivers Ford in the amount of \$392,510.00, be placed on the agenda for the County Commission meeting on October 20, 2014. (copy of spread sheet attached)

Coordination of award made with Sheriff D.T. Marshall

Attachment

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-15B-001				STIVERS FORD (334)613-5000									
DATE ISSUED: OCTOBER 7, 2014													
DATE OPENED: OCTOBER 14, 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	2015 FORD PPV	EA	3	\$26,500.00	\$79,500.00								
	POLICE												
	INTERCEPTOR												
	OR EQUAL												
2	2015 FORD PPV	EA	2	\$26,375.00	\$52,750.00								
	UTILITY VEHICLE												
	OR EQUAL												
3	2015 FORD PPV	EA	10	\$26,026.00	\$260,260.00								
	PATROL VEHICLES												
TOTAL BID AMOUNTS					\$392,510.00								

6-2

M E M O R A N D U M

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II TT

DATE: October 14, 2014

SUBJECT: Invitation to Bid No: 52110-14B-027
Investigation Uniforms

Request that rules be waived and approval of award on the above referenced Invitation to Bid, to the only bid received from Azar's Uniforms in the amount of \$8,950.00, be placed on the agenda for the County Commission meeting on October 20, 2014. (copy of spread sheet attached)

Coordination of award made with Sheriff D.T. Marshall

Attachment

**Purchasing Department
Montgomery County Commission**

[illegible]

Notes:

33 BIDS MAILED

7-2

Page 1

results investigation uniforms

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTUAL AGREEMENT

CONTRACT NO. 52110-14B-027

THIS CONTRACTUAL AGREEMENT made and entered into on the 1st day of November, 2014, by and between Azar's Uniforms of Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Azar's Uniforms agrees to furnish Sheriff's Office Investigation Uniforms for the Montgomery County Sheriff's Office, in accordance with all the provisions of Invitation to Bid No.52110-14B-027, as advertised by the Montgomery County Commission on September 25, 2014, (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

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

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the Contract will begin on November 1, 2014 and will end on October 31, 2015, with the option to renew for two (2) years, in one year periods. A price escalation may be allowed but shall not exceed 5% per year. That prices shall remain firm for the first year.
3. That Montgomery County Commission and Azar's Uniforms may terminate this agreement at anytime during the contract period by giving a thirty (30) day written notice by either party.
4. That Azar's Uniforms will furnish Uniforms for the Sheriff's Office Investigation at prices stipulated in Invitation to Bid No. 52110-14B-027.
5. That Azar's Uniforms shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 1st day of November, 2014.

WITNESS:

AZAR'S UNIFORMS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

2011 Bid Sheet

50

7-5

M E M O R A N D U M

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II TT

DATE: October 15, 2014

SUBJECT: Invitation to Bid No: 52200-14B-024
Commissary and Trust Fund Management

Request that rules be waived and approval of award be placed on the agenda for the County Commission meeting on October 20, 2014, for the above referenced bid to Keefe Commissary Network, LLC., who quoted a commission of 48.9% of net sales and a minimum guarantee per month of \$18,500.00. All the required bid specifications were met by this firm. (copy of spread sheet attached)

The contract period for this award will be three (3) years.

Coordination of award made with Sheriff D.T. Marshall

Attachment

[illegible]

8.2

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTUAL AGREEMENT

CONTRACT NO. 52200-14B-024

THIS CONTRACTUAL AGREEMENT made and entered into on the 1st day of November, 2014 by and between Keefe Commissary Network, LLC. of Jacksonville, Florida and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Keefe Commissary Network, LLC agrees to furnish Commissary and Trust Fund Management Off-Site Service, for the Montgomery County Detention Facility in accordance with all the provisions of Invitation to Bid No. 52200-14B-024, as advertised by the Montgomery County Commission on September 15, 2014, (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Keefe Commissary Network, LLC and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. Montgomery County Detention hereby grants to Keefe Commissary Network, LLC the exclusive right to sell candy, snacks, pastry, beverages, miscellaneous items, clothing, personal hygiene items and food products to inmates of the Montgomery County Detention Facility, utilizing Lockdown trust fund software package.
3. The term of this Agreement will be for a period of three (3) years, commencing on November 1, 2014 and ending on October 31, 2017. Montgomery County Commission and Keefe Commissary Network, LLC may terminate this contract with a ninety (90) day written notice by either party.
4. Keefe Commissary Network, LLC will provide to Montgomery County Detention Facility, at Keefe Commissary Network, LLC cost, the hardware, software, and installation thereof of the items listed on the attached Exhibit A. Montgomery County agrees to provide adequate space and utility outlets to accommodate the equipment. The cost of licensing, repairs, maintenance, and upgrades will be done by Keefe Commissary Network LLC. A fee of \$1.50 will be charged for all cash transactions done on the lobby kiosk, a fee of 2% will be charged for credit/debit card transactions done on lobby kiosk. A fee of 2% will be charged for phone transactions and 2% for internet transactions. Keefe Commissary Network, LLC will send an Armored Car/employee to withdraw cash from the ATM machine once a week and convert the cash to a check for the Montgomery County Detention Facility to deposit. Keefe Commissary Network, LLC will take full responsibility for the cash collected.
5. Montgomery County Commission shall be responsible for and agrees to pay Keefe Commissary Network, LLC for loss or damages to equipment resulting from vandalism, theft or abuse.
6. Keefe Commissary Network, LLC will provide free system training and tech support as needed for the length of the contract.

7. Keefe Commissary Network, LLC will submit invoices on a weekly basis that will detail and total the amount of sales for the week.
8. Keefe Commissary Network, LLC shall set wholesale selling prices, subject to review and approval by Montgomery County Detention Facility.
9. That Keefe Commissary Network, LLC will pay commissions due to Montgomery County Detention of 48.9% of net sales with a guarantee of \$18,500 monthly and \$222,000 annually.
10. Keefe Commissary Network, LLC will provide an employee to process orders, apply credits and returns and produce weekly invoice for Montgomery County Detention. In addition Keefe Commissary Network, LLC will provide four (4) people from 9:00 a.m. to 3:00 p.m. on the date of the commissary delivery to distribute orders to the inmates.
11. Keefe Commissary Network, LLC shall remove its equipment and software upon expiration or termination of this Contract. Data collected from the software system is the property of Montgomery County Detention and will be copied or removed from the hardware and returned to Montgomery County Detention.
12. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Keefe Commissary Network, LLC.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the 1st day of November, 2014.

Witness:

Keefe Commissary Network, LLC

By: _____

Title: _____

Witness:

Montgomery County Commission

By: _____

Title: _____



www.mc-ala.org/da

Daryl D. Bailey
District Attorney
Fifteenth Judicial Circuit of Alabama
251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667



(334)832-2550

October 16, 2014

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

RE: Position Fill Requests

Dear Chairman Dean:

DHR has authorized promotions of two Child Support Case Manager I employees to Case Manager II positions and backfilling one Case Manager I position. Because these are County positions, I am requesting the Commission approve two Case Manager II and one Case Manager I position fill requests to accommodate these moves. The positions are fully funded by DHR so there is no cost to the County General Fund.

Thank you for your favorable consideration in this matter.

Sincerely,

Rhonda B. Cape
Chief Administrator

cc: Donnie Mims, County Administrator

ORIGINAL

DISTRICT ATTORNEY
POSITION FILL REQUEST

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Loretta Jones-Pierce

POSITION TITLE: Child Support Case Manager I

POSITION NO:

418045007

PROPOSED EFFECTIVE DATE:

October 27, 2014

TYPE OF APPOINTMENT: ☒ (X) PERMANENT ☐ () TEMPORARY

RECRUITING:

☒ (X) OPEN

☒ (X) TRANSFER

☒ (X) PROMOTION

☒ (X) PROMOTION/TRANSFER

PAY GRADE: A03

SALARY RANGE: \$25,146 - \$35,795

Pay step to be based upon the following rules:

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

*Merit dates do not change.

☐ () 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.

1 ADMINISTRATIVE REVIEW

☐ () APPROVED

☐ () DISAPPROVED

Funding

3 SELECTEE:

Date:

Appointing Authority Signature – District Attorney Office

4 ☐ () Manpower data entered by:

Date:

☐ () Payroll entered by:

Date:

ORIGINAL

DISTRICT ATTORNEY
POSITION FILL REQUEST

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Loretta Jones-Pierce

POSITION TITLE: Child Support Case Manager II

POSITION NO: 418 040 008

PROPOSED EFFECTIVE DATE: October 27, 2014

TYPE OF APPOINTMENT: ☒ (X) PERMANENT ☐ () TEMPORARY

RECRUITING:

☐ () OPEN ☐ () TRANSFER

☒ (X) PROMOTION ☐ () PROMOTION/TRANSFER

PAY GRADE: A04

SALARY RANGE: \$28,223 - \$40,175

Pay step to be based upon the following rules:

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

*Merit dates do not change.

☐ () 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.

1 ADMINISTRATIVE REVIEW

☐ () APPROVED

☐ () DISAPPROVED

Funding

3 SELECTEE: _____

Date: _____

Appointing Authority Signature – District Attorney Office

4 ☐ () Manpower data entered by: _____ Date: _____

☐ () Payroll entered by: _____ Date: _____

ORIGINAL

DISTRICT ATTORNEY
POSITION FILL REQUEST

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Loretta Jones-Pierce

POSITION TITLE: Child Support Case Manager II

POSITION NO:

418 040 009

PROPOSED EFFECTIVE DATE:

October 27, 2014

TYPE OF APPOINTMENT: ☒ (X) PERMANENT ☐ () TEMPORARY

RECRUITING:

☐ () OPEN

☐ () TRANSFER

☒ (X) PROMOTION

☐ () PROMOTION/TRANSFER

PAY GRADE: A04

SALARY RANGE: \$28,223 - \$40,175

Pay step to be based upon the following rules:

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

*Merit dates do not change.

☐ () 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.

1 ADMINISTRATIVE REVIEW

☐ () APPROVED

☐ () DISAPPROVED

Funding

3 SELECTEE:

Date:

Appointing Authority Signature – District Attorney Office

4 ☐ () Manpower data entered by:

Date:

☐ () Payroll entered by:

Date:



D.T. MARSHALL, SHERIFF

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

October 10, 2014

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : Approval of Early Fill Requests

I am requesting approval for an Early Fill Request on two positions for Deputy Sheriff Trainee slots.

Deputy Michael Doty (#24) has submitted his retirement effective November 1, 2014. Corporal Rodney Lucio (#163) has submitted his resignation effective October 27, 2014.

I would like to fill these slots by October 20, 2014. The Police Academy starts November 10, 2014. However, I must have the slots filled by October 20, 2014, because the Alabama Police Officer Standards Training Commission requires three weeks to approve these individuals for attendance at the Academy. Both of the individuals that we are considering are eligible for employment as a Deputy Sheriff Trainee and have been approved by my office.

If I do not receive approval for these Early Fill Requests, it will be in the Spring of 2015 before the next Police Academy begins, and they can receive the training necessary for the Deputy Sheriff position. I am enclosing copies of the Position Fill Request submitted to Ms. Bazzell in Finance.

Your assistance in this matter will be greatly appreciated.

DTM/tb

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title Deputy Sheriff Corporal

Position Number 163

Proposed Effective Date October 27, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade PS2 - \$34,657 - \$49,337

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

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

D T Marshall

Department Head

Date October 10, 2014

*Replacement of
Rodney Lucio*

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee:

Appointing Authority Date _____

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

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title Deputy Sheriff / Deputy Sheriff Trainee

Position Number 24

Proposed Effective Date Nov 10, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

() Promotional Register () Transfer

(☒) Open Competitive Register () Reemployment

Pay Grade Deputy Sheriff Trainee - \$31,508 (Grade PST)

Deputy Sheriff - \$32,661 - \$46,493 (Grade PS1)

D T Marshall

Department Head

Date October 10, 2014

Replacement
of
Michael Doty

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 _____

() Payroll entered by _____

Date _____

Date _____

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title Deputy Sheriff / Deputy Sheriff Trainee

Position Number _____

Proposed Effective Date October 27, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Deputy Sheriff Trainee - \$31,508 (Grade PST)
Deputy Sheriff - \$32,661 - \$46,493 (Grade PS1)

D T Marshall Date October 10, 2014
Department Head *ma*

Pos. # to be determined after promotion

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 _____

10-4

MERCHANT CAPITAL

L.L.C.

October 2, 2014

Mr. Donald L. Mims, Administrator
Montgomery County
101 South Lawrence Street
Montgomery, AL 36104

Re: School Project. Possible Bond Issuance of approximately \$27 million

Dear Mr. Mims:

We are writing to provide you, as, with disclosures relating to the above captioned issuance of municipal securities, as required by Municipal Securities Rulemaking Board ("MSRB") Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)¹ and MSRB Rule G-23 as set forth in the MSRB's November 27, 2011 Interpretive Notice.²

Montgomery County (the "Issuer" or "Obligor") intends to enter into a Letter of Intent agreeing that Merchant Capital, LLC ("Merchant Capital" or the "Preliminary Underwriter") will serve as underwriter on a preliminary basis, and not as a financial advisor or municipal advisor to either the Issuer or the Obligor, in connection with the above referenced issuance of municipal securities (the "Bond Offering").

As part of our underwriting services, Merchant Capital may provide advice concerning the structure, timing, terms, and other similar matters concerning the "Bond Offering".

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal securities (effective August 2, 2012).

² Guidance on the Prohibition on Underwriting Issues of Municipal Securities For Which a Financial Advisory Relationship Exists Under Rule G-23 (November 27, 2011).

I. Disclosures Regarding the Preliminary Underwriter's Role

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.

(ii) The underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the issuer and it has financial and other interests that differ from those of the issuer;

(iii) unlike a municipal advisor, the underwriter does not have a fiduciary duty to the issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the issuer without regard to its own financial or other interests;

(iv) the underwriter will have a duty to purchase securities from the issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and

(v) the underwriter will review the official statement for the issuer's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

II. Disclosures Regarding the Preliminary Underwriter's Compensation

Merchant Capital will be compensated for services it provides as underwriter as set forth in the Letter of Intent. Merchant Capital's compensation under the Letter of Intent is contingent on the closing of the transaction. While this is a customary form of compensation in the industry, it presents a conflict of interest, because it may cause Merchant Capital to recommend a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

III. Disclosures Regarding Conflicts of Interest

In the ordinary course of its business, the Underwriter has engaged, and may in the future engage, in business activities or transactions with, and perform services for the Issuer, for which the Underwriter will receive customary fees and expenses. The underwriter's business activities include serving as underwriter, placement agent, structuring agent and remarketing agent for other bond issues. Its business activities may also include investments in, and the trading of, securities and other financial instruments for its own account and for the accounts of customers, including investment and trading activities related to securities and/or other financial instruments of the Issuer.

IV. Miscellaneous

Nothing in this letter should be viewed as a commitment by Merchant Capital to purchase or sell municipal securities related to the above referenced issuance and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. Additionally, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable to the extent you deem appropriate.

By signing the Letter of Intent to which this letter is attached, you represent and warrant that you have the authority to bind the Issuer by contract with Merchant Capital, and that you are not a party to any conflict of interest relating to the subject transaction. If you do not have the authority to bind the Issuer by contract with Merchant Capital or you are a party to any conflict of interest relating to the subject transaction, please notify the undersigned immediately. We understand, before any transaction is closed or any fees paid to the underwriters, the approval of the Montgomery County Commission will be required.

Depending on the structure of the transaction that the Issuer decides to pursue, and Merchant Capital's role in the transaction, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts.

We look forward to working with Montgomery County in connection with the Bond Offering.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael P. Dunn". The signature is fluid and cursive, with a large initial "M" and a stylized "D".

Michael P. Dunn

Senior Managing Director

MERCHANT CAPITAL

LLC

October 15, 2014

Mr. Donald L. Mims, Administrator
Montgomery County
101 South Lawrence Street
Montgomery, AL 36104

Letter of Intent for Underwriting Services

Re: Montgomery County, Alabama
Possible Issuance of Bonds for Montgomery School Project
Estimated size: \$27 million

Possible Refunding of Montgomery County Public Building Authority
Series 2006 Warrants
Estimated size: \$17 million

Dear Mr. Mims:

We are pleased that Montgomery County has determined to enter into this Letter of Intent with Merchant Capital, LLC ("Merchant Capital") and First Tuskegee Bank ("First Tuskegee"), respecting the selection of Merchant Capital and First Tuskegee, on a preliminary basis, as underwriters and to work with you to complete the planning and structure for the above-referenced issuances of municipal securities (the "Bond Offerings").

The purpose of this Letter of Intent is to set out our agreement. If you approve of these terms, please sign this letter and return it to us.

Montgomery County intends to select Merchant Capital and First Tuskegee to serve as underwriters in connection with the above-referenced issuances of municipal securities. We understand that this is neither a final nor exclusive selection by the County and the County may engage other firms to serve as underwriter(s) jointly with, or to the exclusion of, Merchant Capital and First Tuskegee in the Bond Offering. This Letter of Intent is nonbinding and may be terminated by either party at any time upon written notice.

Montgomery County requests that Merchant Capital and First Tuskegee Bank preliminarily agree to serve as underwriters and to provide advice and services integral to the purchase and distribution of the Bond Offerings. Under this agreement, Merchant Capital and First Tuskegee will provide advice to the County with respect to the structure, timing, terms, and other similar matters concerning the Bond Offerings, including advice on how the County might be able to achieve the best possible financing structure in conjunction with the City's and School Board's participation in the school project.

Montgomery County is not engaging Merchant Capital or First Tuskegee to be, and Merchant Capital and First Tuskegee will not serve as, a financial advisor or municipal advisor to the County, the City, the School Board or the Public Building Authority in connection with the Bond Offering.

SPECIALIZING IN
MERCHANT AND INVESTMENT BANKING SERVICES
Lakeview Center – Suite 400, 2660 EastChase Lane, Montgomery, AL 36117
(334) 834-5100 phone / (334) 269-0902 fax

11-4

If not terminated earlier, by either party, this agreement will expire when The County (or other appropriate entity) enters into Bond Purchase Agreements with the underwriter of the above referenced issuances of municipal securities.

Merchant Capital's and First Tuskegee's compensation under this agreement is contingent upon the successful closing of the financing and will be set forth in the bond purchase agreements, or other appropriate agreements, to be negotiated and entered into in connection with the issuance of the Bonds.

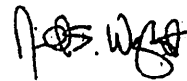
This Letter of Intent may not be changed orally, but only by an agreement in writing and signed by each party to it. Montgomery County may not assign its rights or obligations under this agreement without Merchant Capital's written consent.

By signing this Letter of Intent, the undersigned represents and warrants that he or she has been duly authorized to execute this Underwriter Agreement on the County's behalf, acknowledges receipt of the enclosed MSRB Rule G-17 and G-23 disclosures letter, and agrees to the terms of Merchant Capital's and First Tuskegee's engagement as preliminary underwriters as provided in this agreement. We understand, before any transaction is closed or any fees are paid to the underwriters, the approval of the County Commission will be required.

Sincerely,



Michael P. Dunn
Merchant Capital, LLC

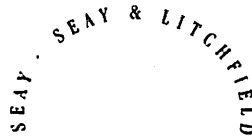


Neill Wright
First Tuskegee Bank

ACCEPTED FOR MONTGOMERY COUNTY, ALABAMA

Donald Mims, Administrator

Date



October 20, 2014

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

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

Dear Mr. Dean,

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

The consideration of the Authorization is very much appreciated.

Sincerely,


Frank E. Litchfield, III

Cc: Donald L. Mims

Authorized By:

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

October 20, 2014

7855

12-2

RESOLUTION

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

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

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

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

ATTEST:

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

Donald L. Mims, Administrator

OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

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

STATE OF ALABAMA

MEMORANDUM

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

I have authorized the following holiday schedule for state employees:

Thanksgiving

Thursday, November 27, 2014

Friday, November 28, 2014

Christmas

Thursday, December 25, 2014

Friday, December 26, 2014

New Year's Day

Thursday, January 1, 2015

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

RB/fm

RESOLUTION

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

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

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

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

ATTEST:

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

Donald L. Mims, Administrator

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

October 8, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery City-County Public Library Board Reappointments

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

I am requesting that the Commission consider approval of these reappointments for terms expiring June 1, 2018.

DLM/tn

Attachments



2004 Gold Star Award Recipient



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

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

Public Library Division
Alabama Library Association

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

September 30, 2014

TO: Donnie Mims, Administrator
Montgomery County Commission

FROM:


Thomas McPherson, Jr., Chairman
MCCPL Board of Trustees

RE: Reappointments to the Library Board of Trustees

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

These names have been approved to be submitted for reappointment.

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

Thank you for your consideration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 Year Terms

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

1/13/2011

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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ADMINISTRATOR

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

October 7, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Pine Level Water Authority Board Member Reappointment

On March 1, 2014, the term of Mr. Win Broadway expired as a board member of the Pine Level Water Authority. Mr. Broadway would like to be reappointment to this board.

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

DLM/tn

Attachments

16-1

Tammy Nix

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

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

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

Thank you.

Charles "Trey" Trussell III

President of the Board
Pine Level Water Authority

Pine Level Water Authority

Members:

Term Expires:

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

3/1/2015

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

3/1/2017

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

3/1/2019

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

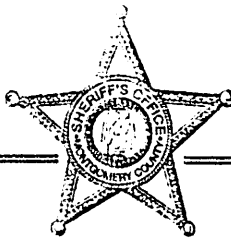
3/1/2014

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

3/1/2018

cc: Chairman Trussell

Term: 6 years



D.T. MARSHALL, SHERIFF

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

October 6, 2014

MEMORANDUM

TO : Donnie Mims, County Administrator
Montgomery County Commission

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

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

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

Thank you.

encls.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Administrator and the Equipment Recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Administrator and the Equipment Recipient will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Administrator or the Equipment Recipient.

b. The federal procedures for managing equipment will be the responsibility of the Administrator. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

c. Disposition: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Administrator agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

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

e. Equipment Marking: The Administrator and the Equipment Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

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

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

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

Initial Here DC
17-5

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

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

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

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

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

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

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

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

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

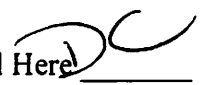
e. Filing a false certification, other report or document.

f. Other good cause shown.

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

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

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

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

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

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

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

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DC
17-8

CERTIFICATION BY THE ADMINISTRATOR

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

Name: **Derrick Cunningham**

Title: **Chief Deputy**

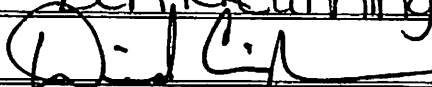
Agency Address: **Montgomery County Sheriff's Office
115 S. Perry St., Mtgy AL 36104**

Phone Number: **334.832.1646**

Fax Number: **334.832.7113**

Mobile Number: **334.850.1329**

E-Mail Address: **DerrickCunningham@mcg-al.org**

Signature: 

Date: **10.06.2014**

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name: **Elton N. Dean, Jr.**

Title: **Chairman**

Agency Address: **Montgomery County Commission
101 S. Lawrence St., Mtgy, AL 36104**

Phone Number: **334.832.1210**

Signature:

Date:

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

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

Name:

Title, Agency, Agency Address, Phone Number:

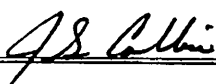
Signature:

Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: **Spencer Collier**

Title: **Secretary, Alabama Law Enforcement Agency**

Signature: 

Date: **9/26/2014**

Initial Here **DC**
17-9

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

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

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

Initial Here DC
17-10

**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 SUB-GRANTEES
RECEIVING \$50,000 OR MORE, AND ALL STATE AGENCIES REGARDLESS OF AWARD AMOUNT.**

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

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

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

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

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

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

Initial Here DC
17-11

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

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

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

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

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

Signature:

Initial Here DC
17-12

ELTON N. DEAN, SR., CHAIRMAN
DANIEL HARRIS JR., VICE CHAIRMAN
REED INGRAM
RONDA M. WALKER
JILES WILLIAMS JR.

A COUNTY OLDER THAN THE STATE

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

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

ESTABLISHED 1816

TO: DONALD L. MIMS, ADMINISTRATOR

FROM: SHERRILL R. THOMAS, FINANCE DIRECTOR



DATE: October 8, 2014

RE: LIST OF BANK DEPOSITORIES

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

Aliant Bank

Amerifirst Bank

Auburn Bank

BB&T

BBVA Compass

Cadence Bank

Community Bank & Trust

First Tuskegee Bank

Hancock Bank

IberiaBank

PNC Bank

Regions Bank

Renasant Bank

River Bank & Trust

ServisFirst Bank

Sterling Bank

Trustmark National Bank

Wells Fargo Bank



MONTGOMERY COUNTY COMMISSION

Office of Public Affairs

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

October 10, 2014

To: Montgomery County Commission

From: DiDi Henry

Re: Public Relations Council of Alabama – Montgomery Chapter Dues

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

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

Thank you for your consideration.



Public Relations
Council of Alabama

Invoice

October 10, 2014

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

2015 Membership Renewal, Montgomery PRCA

\$285.00

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

Please Remit ONLY To:

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

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

19-2

MEMORANDUM

To: Donald L. Mims, Administrator

From: Tammy Turner, Buyer II TT

Date: October 15, 2014

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

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

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

Attachment

Purchasing Department Montgomery County Commission

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

Notes:

20 BIDS MAILED

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Purchasing Department Montgomery County Commission

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

Notes:

20-3

CONTRACTUAL AGREEMENT

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

W I T N E S S E T H

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

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

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

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

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

WITNESS:

CHAPPY'S DELI

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

To: Donald L. Mims, Administrator

From: Tammy Turner, Buyer II TT

Date: October 14, 2014

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

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

Coordination of award made with Sheriff D.T. Marshall

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-14B-025				AZAR'S UNIFORMS (334)244-1133		GULF STATES DISTRIBUTORS (334)271-2010							
DATE ISSUED: SEPTEMBER 25, 2014													
DATE OPENED: OCTOBER 9, 2014													
SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	UNIFORMS												
1	SHIRT: LS	EA	25	\$51.90	\$1,297.50								
2	SHIRT: SS	EA	25	\$47.90	\$1,197.50								
3	TROUSER: MEN	EA	25	\$56.00	\$1,400.00								
4	SHIRT: LS	EA	25	\$51.90	\$1,297.50								
5	SHIRT: SS	EA	25	\$47.90	\$1,197.50								
6	TROUSER:WOMEN	EA	25	\$56.00	\$1,400.00								
7	JACKET: BRN/BLK	EA	25	\$115.00	\$2,875.00								
8	JACKET:BLACK	EA	25	\$88.00	\$2,200.00								
9	GOLF SHIRTS SS	EA	25	\$43.00	\$1,075.00	\$63.19	\$1,579.75						
10	GOLF SHIRTS LS	EA	25	\$47.00	\$1,175.00	\$69.44	\$1,736.00						
11	TACTICAL SHIRT: SS	EA	25	\$44.00	\$1,100.00	\$35.50	\$887.50						
12	TACTICAL SHIRT: LS	EA	25	\$47.00	\$1,175.00	\$38.70	\$967.50						
13	TACTICAL SHIRT: SS	EA	25	\$44.00	\$1,100.00								
14	TACTICAL SHIRT: LS	EA	25	\$47.00	\$1,175.00	\$35.50	\$887.50						
15	TACTICAL PANTS	EA	25	\$47.00	\$1,175.00	\$36.55	\$913.75						
16	WINDBREAKER	EA	25	\$26.00	\$650.00	\$45.31	\$1,132.75						
17	T-SHIRTS	EA	25	\$12.50	\$312.50	\$17.38	\$434.50						
TOTAL BID AMOUNTS													

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Notes: 33 BIDS MAILED

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-148-025				AZAR'S UNIFORMS (334)244-1133		GULF STATES DISTRIBUTORS (334)271-2010							
DATE ISSUED: SEPTEMBER 25, 2014													
DATE OPENED: OCTOBER 9, 2014													
SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
18	SHIRTS: TWO POCK	EA	25	\$49.50	\$1,237.50								
19	SHIRTS: TWO POCK	EA	25	\$44.50	\$1,112.50								
20	BDU TACTICAL PNTS	EA	25	\$45.00	\$1,125.00								
21	SHIRTS: SS	EA	25	\$45.00	\$1,125.00								
22	SHIRTS: LS	EA	25	\$47.00	\$1,175.00								
23	POLO SHIRT	EA	25	\$45.00	\$1,125.00								
24	K-9 PANTS	EA	25	\$40.00	\$1,000.00	\$37.35	\$933.75						
25	k-9 SHIRTS	EA	25	\$44.50	\$1,112.50	\$62.35	\$1,558.75						
26	DRESS SWEATER	EA	25	\$55.00	\$1,375.00								
27	MEN DICKIE PANTS	EA	25	\$24.00	\$600.00								
28	WOMEN DICKIE PANT	EA	25	\$24.00	\$600.00								
TOTAL BID AMOUNTS					33,390.00		11,031.75						

Notes:

21-3

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTUAL AGREEMENT

CONTRACT NO. 52110-14B-025

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

WITNESSETH

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

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

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

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

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

WITNESS:

AZAR'S UNIFORMS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

To: Donald L. Mims, Administrator

From: Tammy Turner, Buyer II *TT*

Date: October 6, 2014

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

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

Coordination of award made with Colonel Wanda Robinson.

Attachment

Purchasing Department Montgomery County Commission

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

22-2

M E M O R A N D U M

TO: Donald L. Mims, Administrator

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

DATE: October 15, 2014

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

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

Coordination of award made with Sheriff D.T. Marshall

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-14B-026				GULF STATES DISTRIBUTORS (334)271-2010		GT DISTRIBUTORS OF GA, INC. (800)241-8950		AZAR'S UNIFORMS (334)244-1133		CPR SAVERS & FIRST AID SUPPLY (480)422-8367		GALLS, LLC (800)876-4242	
DATE ISSUED: SEPTEMBER 25, 2014													
DATE OPENED: OCTOBER 9, 2014													
SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	OUTER BELT 24"-44"	EA	25	\$29.86	\$746.50	\$26.69	\$667.25	\$44.00	\$1,100.00	\$33.51	\$837.75	\$34.00	\$850.00
	OUTER BELT 46"-UP	EA	25	\$32.28	\$807.00	\$31.31	\$782.75	\$44.00	\$1,100.00	\$36.23	\$905.75	\$36.00	\$900.00
2	INNER BELT 24"-44"	EA	25	\$13.13	\$328.25	\$12.73	\$318.25	\$22.00	\$550.00	\$14.75	\$368.75	\$8.80	\$220.00
	INNER BELT 56"-66"	EA	25	\$15.49	\$387.25	\$14.92	\$373.00	\$22.00	\$550.00	\$17.39	\$434.75	\$8.80	\$220.00
3	HOLSTER	EA	25	\$135.00	\$3,375.00	\$99.89	\$2,497.25	\$137.00	\$3,425.00	\$107.68	\$2,692.00	\$95.00	\$2,375.00
4	MAGAZINE CARRIER	EA	25	\$22.03	\$550.75	\$21.37	\$534.25	\$36.00	\$900.00	\$27.68	\$692.00	\$26.50	\$662.50
5	BATON HOLDER	EA	25	\$10.71	\$267.75	\$10.94	\$273.50	\$18.00	\$450.00	\$12.01	\$300.25	\$13.50	\$337.50
6	FLASHLIGHT CARRIER	EA	25	\$6.58	\$164.50	\$6.49	\$162.25	\$13.00	\$325.00	\$6.73	\$168.25	\$7.00	\$175.00
7	FLASHLIGHT CARRIER	EA	25	\$12.66	\$316.50	\$12.28	\$307.00	\$21.00	\$525.00	\$14.22	\$355.50	\$11.00	\$275.00
8	HANDCUFF CASE	EA	25	\$16.01	\$400.25	\$15.52	\$388.00	\$26.00	\$650.00	\$17.96	\$449.00	\$18.50	\$462.50
9	PLAIN BELT	EA	25	\$22.80	\$570.00	\$22.13	\$553.25	\$13.00	\$325.00	\$27.96	\$699.00	\$46.00	\$1,150.00
10	BLACK NYLON BELT	EA	25	\$16.32	\$408.00	\$17.38	\$434.50	\$34.00	\$850.00	\$18.32	\$458.00	\$19.00	\$475.00
11	HANDCUFF CASE	EA	25	\$10.71	\$267.75	\$10.71	\$267.75	\$18.00	\$450.00	\$12.01	\$300.25	\$12.50	\$312.50
12	MACE HOLDER	EA	25	\$10.19	\$254.75	\$9.89	\$247.25	\$18.00	\$450.00	\$11.44	\$286.00	\$11.50	\$287.50
TOTAL BID AMOUNTS					\$8,844.25		\$7,806.25		\$11,650.00		\$8,947.25		\$8,702.50

Notes: 33 BIDS MAILED

23-2

Purchasing Department Montgomery County Commission

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

Notes:

33 BIDS MAILED

Page 2

leatherandaccessories

23-3

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTUAL AGREEMENT

CONTRACT NO. 52110-14B-026

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

WITNESSETH

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

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

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

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

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

WITNESS:

GT Distributors of GA, Inc.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

POSITION FILL REQUEST

ORIGINAL

COMPLETED ACTION DATES

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Corporal

Position Number 167

Proposed Effective Date October 14, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Pay Grade PC2 - \$34,792 - \$46,681

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

D. T. Marshall
 Department Head

Date October 7, 2014

Replacement
 of Patricia
 Beekam

2. Administrative Review

- () Approved
 () Disapproved

 Funding Authority

3. Certification

Promotional _____ Candidates
 Open-Competitive _____ Candidates
 Transfer _____ Candidates

 Personnel Director Date _____

4. Selectee:

 Appointing Authority Date _____

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

POSITION FILL REQUEST

ORIGINAL

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

COMPLETED ACTION DATES

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

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number _____

Proposed Effective Date October 14, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

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

D T Marshall Date October 7, 2014

Department Head

Pos. from # to
be determined
after promotion

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 _____
- () Payroll entered by _____

Date _____

Date _____

24-2



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

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

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

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

Thank you for your favorable consideration of this request.

ORIGINAL

POSITION FILL REQUEST

COMPLETE ACTION DATES

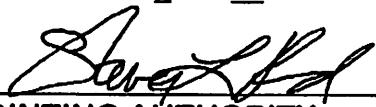
1. __dept request
2. __admin review
3. __pers dept
4. __cert to admin
5. __dept selection
6. __final review

DEPARTMENT: PROBATE

APPOINTING AUTH.: Steven L. Reed

SUPERVISOR: William D. Flowers, III

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



APPOINTING AUTHORITY

14 October 2014
Date

2. ADMINISTRATIVE REVIEW
 - APPROVED
 - DISAPPROVED

FUNDING AUTHORITY

Date

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

PERSONNEL DIRECTOR

Date

4. SELECTEE: _____

APPOINTING AUTHORITY

Date

5. Manpower data entered by

Date

 Payroll entered by

Date

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

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

1. Position Title Emergency Communication Operator II/ I

Position Number 10

Proposed Effective Date October 14, 2014

Type of Appointment ☒ Permanent ☐ Temporary

Recruiting

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

Pay Grade Emergency Communication Operator II \$28,223-40,175

Emergency Communication Operator I \$25,146-\$35,795

D T Marshall Date October 7, 2014
Department Head

2. Administrative Review

- ☐ Approved
☐ Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date _____

4. Selectee:

Appointing Authority

Date _____

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

26-1

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

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

October 15, 2014

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Director of Risk Management

SUBJECT: Affiliated FM – Property Insurance provider

I have received notice from Junie Pierce with Colonial Insurance that the property insurance carrier, Affiliated FM would like to make a presentation to the Commission. The purpose of this meeting is to present a plaque of the 25 year relationship with Affiliated FM and the Montgomery County Commission. As you are aware, once every three years, the County Commission goes through the RFP process to select the best property insurer for the Commission. Over the last 25 years, Affiliated has provided the best price and the best property insurance coverage to the Montgomery County Commission. In addition, their loss control services (at no additional charge) were a real asset with our new construction like the addition to the Detention Facility. Affiliated FM would like to make this presentation on November 3rd.

I am requesting that this item be placed on a future agenda for the Commission's consideration..

27-1

**UPCOMING BIDS/CONTRACT RENEWALS
FOR THE MONTHS OF
October, November, December, 2014**

<u>Contract No.</u>	<u>Item</u>	<u>Dept.</u>	<u>Vendor</u>	<u>Expiration Date</u>
<u>October 2014</u>				
52110-11B-030 (Rebid)	Investigator's Uniforms	Sheriff's Office	Azar's Uniforms	October 31, 2014
51100-12B-024 (Renewable)	Clean Saturday Trash Pickup	County Commission	Advanced Disposal	October 31, 2014
<u>November 2014</u>				
52200-11B-034 (Rebid)	Sheriff's Uniforms	Sheriff's Office	Azar's Uniforms	November 6, 2014
53100-11B-031 (Rebid)	Landscape Maint.	Engineering	Central AL Landcare	November 10, 2014
52200-11B-032 (Rebid)	Inmate Security Svcs.	Detention Facility	MSF, Inc.	November 14, 2014
51988-13B-032 (Rebid)	Food Trays	County Commission	Chappy's Deli	November 30, 2014
52110-10C-018 (Rebid)	Emergency Medical Treatment	Sheriff's Office	Hayne's Ambulance	November 30, 2014

52110-05B-037 (Rebid)	Preventive Maint. Security System	Sheriff's Office	Norment Security	November 30, 2014
<u>December 2014</u>				
51100-12B-029 (Renewable)	Security Guard Svc.	County Commission	MSF, Inc.	December 31, 2014

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

Statistical Report for September 2014

Federal Prisoners Received	23
Federal Prisoner Carryovers from Previous Month	57
Total Federal Inmate Days	1802

State Inmates Received	1084
State Inmate Carryovers from Previous Month	484
Total State Inmates in Facility this Month	1568
Total Carryovers to Next Month	512
Total State Inmate Days	14,758

Total Inmates (State and Federal Combined)	1648
Total Inmate Days (State and Federal Combined)	16,560

* Average Daily Population	552
----------------------------	-----

Total Days Billed to the State	14,758
Amount Charged to the State	\$ 25,826.50
Sheriff's Allowance	\$ 337.50
Total Charged to the State	\$ 26,164.00

Total Spent for Food this Month	\$41,769.61
Amount Over Allowance	\$41,432.11
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$2.52

THE STATE OF ALABAMA,

Vendor Number

63600165305

Payable to

Montgomery County Commission & D.T. Marshall Sheriff ofMontgomery County.

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

September, 2014

Date	Total # In Jail	Insane	Juvenile	Federal	Other	Month		Year	
						# In Jail State	Per Capita	Sheriff's Allowance	
1	478					478	\$ 836.50	\$	11.25
2	478					478	\$ 836.50	\$	11.25
3	487					487	\$ 852.25	\$	11.25
4	496					496	\$ 868.00	\$	11.25
5	478					478	\$ 836.50	\$	11.25
6	477					477	\$ 834.75	\$	11.25
7	483					483	\$ 845.25	\$	11.25
8	483					483	\$ 845.25	\$	11.25
9	479					479	\$ 838.25	\$	11.25
10	483					483	\$ 845.25	\$	11.25
11	485					485	\$ 848.75	\$	11.25
12	475					475	\$ 831.25	\$	11.25
13	487					487	\$ 852.25	\$	11.25
14	488					488	\$ 854.00	\$	11.25
15	492					492	\$ 861.00	\$	11.25
16	495					495	\$ 866.25	\$	11.25
17	496					496	\$ 868.00	\$	11.25
18	499					499	\$ 873.25	\$	11.25
19	497					497	\$ 869.75	\$	11.25
20	497					497	\$ 869.75	\$	11.25
21	495					495	\$ 866.25	\$	11.25
22	506					506	\$ 885.50	\$	11.25
23	497					497	\$ 869.75	\$	11.25
24	504					504	\$ 882.00	\$	11.25
25	505					505	\$ 883.75	\$	11.25
26	496					496	\$ 868.00	\$	11.25
27	499					499	\$ 873.25	\$	11.25
28	499					499	\$ 873.25	\$	11.25
29	511					511	\$ 894.25	\$	11.25
30	513					513	\$ 897.75	\$	11.25
31	0					0	\$ -	\$	-
Total	14758	0	0	0	0	14758	\$ 25,826.50	\$	337.50

Amount Chargeable to the State (0900-14) \$ 25,826.50

SSN: _____ Sheriff's Allowance (0900-31) \$ 337.50

Total Amount \$ 26,164.00

Affadavit of the Sheriff before Notary Public

The State of Alabama

Montgomery

County

Before me

Shirley Barr

Notary Public, personally appeared

Montgomery County Commission & D.T. Marshall

Sheriff of said County, who being by me sworn,

makes oath that the within account for

26164.00

Dollars is correct and

that no part here of has been paid.

D.T. Marshall

Sheriff Signature

Sworn to and subscribe before me this

1st

day of

October, 2014Shirley Barr

Notary Public Signature

Commission 1-2-18

29-2

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

VOUCHER NO.

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

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

DATE VOUCHER PREPARED
October 2, 2014

CONTRACT NUMBER AND DATE

REQUISITION NUMBER AND DATE

SCHEDULE NO.

PAID BY
USMS M/AL Montgomery

**PAYEE'S
NAME
AND
ADDRESS**

Mac Sim Butler Detention Facility
225 South McDonough Street
Montgomery, AL 36104
(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	
September Jail Bill	9-01-14 thru 9-30-14	Housing for Federal Inmates Montgomery Co Jail (See Attached List)	1802	\$48.00	Day	\$86,496.00

Submitted by:

DJ Manhall

(Use continuation sheets) if necessary		(Payee must NOT use the space below)		TOTAL	\$86,496.00
PAYMENT:	APPROVED FOR	EXCHANGE RATE	DIFFERENCES		
☐ PROVISIONAL	= \$	= \$1.00			
☐ COMPLETE	BY (2)				
☐ PARTIAL					
☐ FINAL					
☐ PROGRESS	TITLE		Amount verified; correct for		
☐ ADVANCE			(Signature or initials)		

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

Date

Authorized Certifying Officer (2)

(Title)

ACCOUNTING CLASSIFICATION

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

29.3

Community Corrections Census & Fiscal Report

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

PROGRAM TYPE:

~County Probation Offenders	161	145	138	101	113	115	104	105	96	101	98	78	
Fees Collected	800.00	1,384.00	954.00	1,210.00	1,310.00	1,555.00	1,405.00	995.00	1,080.00	1,042.00	988.00	685.00	\$13,408.00
~Pre-Trial Release Participants	26	33	28	35	29	26	30	27	20	24	34	28	
(Jail Bed- Days Saved)	820	777	884	1029	776	837	802	684	775	868	1020	670	
Fees Collected	340.00	420.00	380.00	245.00	355.00	355.00	295.00	315.00	185.00	230.00	192.00	135.00	\$3,447.00
~Drug Court Offenders	32	32	31	31	30	28	29	30	30	30	33	34	
Fees Collected	3,515.00	2,910.00	5,722.14	2,785.00	4,118.20	3,453.97	4,052.48	2,950.00	4,175.00	3,030.00	3,430.00	4,280.00	\$44,401.82
~Jail/Prison Diversion Offenders	126	130	138	141	143	146	143	147	141	140	136	133	
Fees Collected	2,754.00	2,890.00	2,879.00	2,800.00	3,930.00	3,503.00	2,640.00	3,583.00	2,868.00	2,775.00	2,820.00	2,605.00	\$36,048.00
Amt. Billed to AL Dept. of Corrections	25,740.00	26,810.00	32,650.00	31,470.00	29,970.00	34,590.00	32,100.00	32,630.00	30,990.00	31,580.00	31,080.00	29,750.00	\$369,370.00
~Electronic Monitoring Offenders	1	1	1	1	2	2	2	2	1	1	0	0	
Fees Collected	150.00	100.00	100.00	150.00	155.00	275.00	155.00	125.00	440.00	-	-	-	\$1,650.00
~Drug Screenings	256	231	363	301	289	287	261	302	302	302	327	278	
Fees Collected	1,450.00	1,265.00	1,615.00	1,770.00	1,440.00	1,400.00	1,585.00	1,260.00	1,320.00	1,450.00	1,645.00	1,740.00	\$17,940.00
~E.V.E.N. DV Program Enrolled	127	97	100	104	111	111	115	123	127	108	112	110	
Fees Collected	2,625.00	2,570.00	1,330.00	1,695.00	2,337.50	2,105.00	2,020.00	1,560.00	2,805.00	2,315.00	2,275.00	2,210.00	\$25,847.50
~Other Fees Collected	135.00	60.00	195.00	165.00	255.00	240.00	305.00	270.00	270.00	165.00	210.00	255.00	\$2,525.00
TOTAL FEES: (13-14 FY)	\$ 37,509.00	\$ 38,409.03	\$ 45,825.14	\$ 42,270.00	\$ 43,870.70	\$ 47,476.97	\$ 44,657.48	\$ 43,688.00	\$ 44,134.00	\$ 42,597.00	\$ 42,640.00	\$ 41,660.00	\$ 514,637.32
Prior Year Fees (Comparison):	\$40,618.00	\$38,632.00	\$36,306.00	\$38,841.00	\$37,843.00	\$38,397.00	\$36,207.00	\$37,393.00	\$36,795.00	\$37,479.50	\$36,184.00	\$37,106.68	
TOTAL POPULATION SERVED:	473	438	437	413	428	428	423	434	415	404	414	384	
(Population at end of Reporting Month)	382	391	398	429	436	439	419	419	419	435	436	438	
Comparison Population Previous Year	39	41	46	41	38	28	35	34	11	13	11	15	
~Community Service Participants	217	348	305	179	166	135	156	213	213	212	116	327	
(Community Service Hours)	\$ 1,571.44	\$ 2,519.38	\$ 2,211.25	\$ 1,297.75	\$ 1,192.63	\$ 978.75	\$ 1,131.00	\$ 1,542.44	\$ 1,540.99	\$ 1,533.38	\$ 841.00	\$ 2,367.13	\$18,727.11
Value of Labor at \$7.25 per Hr. (Minimum Wage)													

E.V.E.N.

Client Fees

AL D.O.C.

Drug Court

Budget Allocation (Anticipated Revenue)

Total Amount Collected/Billed to Date

Balance (of anticipated revenue)

Revenue Comparison to Prior Year

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

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