REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JANUARY 7, 2019

AGENDA

INFORMATION SESSION

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

Prayer

Reports from Staff:

Administrator
Deputy Administrator
Chief Information and Technology Officer
County Engineer
Manager of Public Affairs
County Attorney

Comments from Scheduled Attendees:

Marketing/Public Relations Specialist Felicia Taylor with Alabama State University
Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission
Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 p.m.

Invocation by Commissioner Singleton

Pledge of Allegiance Led by Commissioner Harris

Call of Roll to Establish Quorum

Comments from Citizens

Presentation of the Minutes of the Regular Meeting of December 17, 2018

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Authorization of Housing Rehabilitation Policy Statement and Procedures and Related Resolution regarding the Housing Rehabilitation Program for Eastwood Villa Community – Phase 2 CDBG Project No. CY-CM-RR-18-017, County Commission

2. Consider Authorization of Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 6ADM for the Montgomery County Sheriff's Office (FY2016 - $3,000), Sheriff's Office

3. Consider Authorization of an Agreement with County Attorneys Tyrone C. Means and Thomas T. Gallion, III for Legal Services for the Two-Year Period March 7, 2019 – March 6, 2021 and Related Policy regarding Billing, Expenses and Principles Guiding Bill Preparation and Submission, County Commission

4. Consider Authorization of Miscellaneous Appropriations to Agencies, County Commission

5. Consider Authorization of Miscellaneous Appropriations to Education, County Commission

6. Consider Authorization of Miscellaneous Appropriations from Designated Revenue, County Commission

7. Consider Authorization of Budget Change Request Number 5 in the Amount of $100,000 to Helping Montgomery Families Initiative for Program Expenses, County Commission Appropriations

8. Consider Authorization of Budget Change Request Number 6 in the Amount of $15,000 for Partial Funding of a Part-Time Retired Judge for the Juvenile Division of the Family Court, County Commission Appropriations

9. Consider Authorization of Two-Step Irregular Pay Increase for Legal Support Assistant Dawn Rambo, District Attorney's Office

10. Consider Authorization of Position Fill Requests – Detention Facility (2)
    - Corrections Officer Trainee, Position Number 500419147
    - Administrative Support Associate, Position Number 500013236

11. Consider Authorization of Travel/Training Requests (10)

Reports from Staff:

- Deputy Administrator
- County Attorney
- County Engineer

Discussion Items by Commissioners

Adjourn

CALENDAR OF EVENTS

JANUARY 7, 2019	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon
JANUARY 21, 2019	County Holiday (Observance of Martin Luther King, Jr.'s Birthday)
JANUARY 22, 2019	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon

AGENDA

JAN - 7 2019

1-7-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 12-14-18

Check Number	To	Check Number
283595		283651
Total Checks Paid		$783,655.60

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

EFT's included in amount

AGENDA

JAN - 7 2019

1-7-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 12-14-18

Check Number	To	Check Number
283652		283742
Total Checks Paid		$1,284,488.09

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

EFT's included in amount

AGENDA

JAN -7 2019

1-7-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 12-21-18

Check Number	To	Check Number
283743		283795
Total Checks Paid		$534,383.69

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

EFT's included in amount

AGENDA

JAN - 7 2019

1-7-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 12-21-18

Check Number	To	Check Number
283796		283873
Total Checks Paid		$338,287.15

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

EFT's included in amount

AGENDA

JAN - 7 2019

1-7-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 12-28-18

Check Number	To	Check Number
283874		283923
Total Checks Paid		$784,108.50

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

AGENDA

JAN - 7 2019

1/7/19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 12/21/18

Payroll Check Number	131354	To	Payroll Check Number	131418	$	48,750.04
Direct Deposits					$	885,958.99
Payroll Check Number	131419	To	Payroll Check Number	131437	$	253,233.58
Direct Deposits					$	402,116.21
Federal Deposits					$	309,597.03
Total Payroll Paid					$	1,899,655.85

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

AGENDA

JAN - 7 2019

1/7/19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
1/4/19

Payroll Check Number	131438	To	Payroll Check Number	131497	$ 48,342.40
Direct Deposits					$ 894,773.04
Payroll Check Number	131498	To	Payroll Check Number	131517	$ 266,405.78
Direct Deposits					$ 403,431.26
Federal Deposits					$ 309,478.81
Total Payroll Paid					$ 1,922,431.29

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

Central Alabama Regional Planning and Development Commission

CARPDC

Jiles Williams, Jr.
Chair

Greg Clark
Executive Director

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

AGENDA

JAN - 7 2019

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Leslie York
Community Development Manager

DATE: December 6, 2018

RE: CDBG Project No. CY-CM-RR-18-017
Eastwood Villa Housing Rehabilitation – Phase 2
Policy Statement and Procedures

In reference to the above project, I am requesting that the attached Policy Statement and Procedures be placed on the work session agenda for the 12/17/2018 meeting so that I may brief the Commissioners. This document is almost identical to the one used for the 2012 Housing Rehab project in Eastwood Villa with the exception of updated program income limits. This document provides all processes and procedures from eligibility and financing to construction contracting, grievance procedures, and more. I will be available to answer any questions that may arise.

You will also find attached the necessary Resolution for adoption which is dated for approval at the 1/7/2019 meeting if all goes well.

Therefore, please accept the attached documents for presentation at Monday's 12/17/2018 meeting. Thank you for your consideration and please let me know if you have questions.

430 SOUTH COURT STREET • MONTGOMERY, ALABAMA 36104
TELEPHONE (334) 262-4300 • FAX (334) 262-6976

MONTGOMERY COUNTY COMMISSION

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Housing Rehabilitation Program for Eastwood Villa Community – Phase 2 CDBG Project No. CY-CM-RR-18-017

Administered By: MONTGOMERY COUNTY COMMISSION

Adopted January 7, 2019

POLICY STATEMENT AND PROCEDURES

Financial Assistance Provided Through:

THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS

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Overview

The Montgomery County Commission is undertaking efforts to provide financial assistance to qualified homeowners and owners of rental property, where income and tenure qualify the unit for partial financing, to partially or fully rehabilitate the housing units to meet housing priorities established by the County. **The project area for this program is the entire Eastwood Villa community, with the general exception of houses rehabilitated through the previous 2012 CDBG program.** It is expected that a minimum of eighteen (18) dwelling units will be partially to fully rehabilitated through the program.

The overall objective of the program is the partial to full rehabilitation of those qualified housing units located in the community that are suitable for rehabilitation, and the implementation of improvements required to bring first and foremost the most critical health and safety concerns in the individual units up to compliance with established housing rehabilitation priorities. This policy sets forth the priorities, procedures and guidelines under which the rehabilitation program will be conducted, and is within the eligibility guidelines set out by the U.S. Department of Housing and Urban Development, the Alabama Department of Economic and Community Affairs and the Housing and Community Development Act of 1974, as amended.

Rehabilitation – Definition & Eligibility

The term "rehabilitation" as used herein is defined as:

> "Necessary repairs and improvements required to enable a housing unit to meet the established housing rehabilitation priorities as stated under Part A (K.) herein, and Lead Based Paint Regulations at 24 CFR Part 35 in order to be considered a decent, safe and sanitary dwelling in which to reside."

Only those units considered to be suitable for rehabilitation[1] will be considered for the program and only then after a complete inspection by the Rehabilitation/Code Enforcement Officer and the completion of a rehabilitation cost estimate. As used herein the term "suitable for rehabilitation" is defined as:

> A housing unit that is economically feasible[2] to structurally rehabilitate to bring it into general compliance with adopted standards. Said housing unit must not exceed a $25,000 cap for the hard costs of rehabilitation as defined at 24 CFR

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[1] A unit that is considered not to meet this criteria may be rehabilitated under the program provided the owner provides all financing required above the amounts provided for herein, and does not cause a financial hardship on the owner occupant or tenant, as the case may be, in so doing.

[2] Feasibility must be considered in light of ADECA Policy Letter 13 (rev 1) and expenses related to lead based paint regulations. Accordingly, as per the April 19, 2001 joint memo from EPA and HUD abatement requirements (which can be cost prohibitive) are triggered at $25,000 per unit. Abatement as defined by the Alabama Department of Public Health (Per Sect. 420-3-27-.03(1)(d)) does not include renovation or other activities not designed to permanently eliminate lead based paint hazards.

1-6

35.915(b). Further, in compliance with ADECA Policy Letter 13 (revision dated February 27, 2003) the housing unit's present fair market value must be $5,000 or more and bringing the unit into compliance shall not exceed 75% of the estimated[3] 'after rehabilitation value' of the unit.

Eligibility is determined in accordance with ADECA Policy Letter 23 dated December 1, 1997. An individual housing unit may only be rehabilitated through the State CDBG Program if the unit has either not been brought to code using CDBG funds or has not been rehabilitated with CDBG funds in the previous ten years. Exceptions may be made for water or sewer hook ups and handicap accessibility. Other corrections not previously required or allowed by the adopted housing code, may be allowed with prior written approval from the State. Damage to units as the result of natural disasters is an exception to this policy.

Program Administration

The Montgomery County Rehabilitation Program, as mentioned, will be conducted with funds made available through a Community Development Block Grant. By law, the Montgomery County Commission must administer the program, and through direct assignment, has placed the responsibility on specific personnel as supervised by, or directly by, personnel of the Central Alabama Regional Planning and Development Commission (CARPDC) (a.k.a. Program Administrator, CDBG Program Staff and/or CDBG Staff).

Policy Procedures

This program is designed to provide assistance to approximately eighteen (18) owner occupants or owners of tenant properties who qualify by unit and household income that otherwise qualify under the terms of the policy. To facilitate program implementation this policy is set up in two parts that outline the requirements and terms for owner occupied and tenant properties.

Emphasis will be placed on providing partial rehabilitation in conformance with priorities established at Part A (K.) herein. With eighteen (18) units identified, but not yet determined to be economically feasible to be rehabilitated, the Montgomery County Commission will attempt to address as many established priorities per unit as possible. If it is determined that sufficient funds remain to do additional work on some units to bring them to a higher standard, then priority will be given to households with children or members with physical, mobility-limiting, disabilities. This will likely be done through the use of change orders after work on initial priorities has been completed.

[3] Estimate can be done by the Rehabilitation/Code Enforcement Officer and/or someone with a reasonable knowledge of housing values such as an appraiser or banker.

PART A – HOMEOWNER REHABILITATION PROGRAM

Policy Procedures

Outlined below are the eligibility and procedural guidelines that will be used in the Montgomery County Homeowner Rehabilitation Program.

A. Eligibility Requirements – In order to participate in the rehabilitation program an applicant must meet all of the following eligibility requirements:

1. Homeowner – The application must be the owner occupant at the subject dwelling, and be able to provide documentation to prove unquestionable ownership and/or life estate interest.

2. Location – The applicant must reside within the project area as delineated by the approved CDBG application mapping.

3. Rehabilitation Feasibility – The housing unit of the applicant must meet the definition of "suitable for rehabilitation" as contained in this policy.

4. Local Compliances – The housing unit must be in compliance with all local codes and ordinances, as deemed necessary and appropriate.

5. Income – An applicant must have total household income from all persons residing in the household that fall, by household size, within the categories that follow:

Persons in Household	Maximum Annual Household Income
1	$35,250.00
2	40,250.00
3	45,300.00
4	50,300.00
5	54,350.00
6	58,350.00
7	62,400.00
8 or more	66,400.00

The above income limits are qualified limits set by the U.S. Department of Housing and Urban Development for CDBG projects and have been established for FY 2018. These limits may be updated as subsequent income limits are issued.

B. Rehabilitation Financing – It is the intent of this homeowner program that each participant be required to contribute a minimum amount of 10% to the cost of rehabilitation construction, or in those cases where the grant maximum must be exceeded, the participant will provide all dollars above the maximum grant allowed. Below is a summary of financing procedures to be used.

1. CDBG Financing – Each rehabilitation contract will be primarily financed with direct CDBG funding through a direct grant not to exceed $15,750, but in every case subject to the definition of "suitable for rehabilitation". There is no guaranteed amount of assistance. The direct grant will be based on work identified as necessary to bring the house up to the aforementioned housing rehabilitation priorities with respect to, first and foremost, health and safety concerns.

2. Private Financing – In order to inform the potential recipient of the 10% match requirement, or in the event that estimated rehabilitation costs will exceed the maximum grant allowance set out herein, the affected applicant will be notified in writing and be instructed to provide proof of ability to provide the amount of matching funds stipulated before the dwelling unit can be contracted.

   Private financing on the non-CDBG portion of each case may be arranged as follows:

   (a) Cash Funds – Cash funds may be used to pay the non-CDBG portion of the rehabilitation contract.

   (b) Individually Arranged Private Financing – The homeowner may arrange individual private financing for the non-CDBG portion of the rehabilitation contract. Such arrangements are subject to approval of the CDBG staff, and must otherwise meet all other requirements of this policy.

3. Other Financing Policies

   (a) The Montgomery County Commission retains the right to waive limits contained in subsections 1 and 2 above, if strong evidence of undue hardships is presented to the CDBG Program Staff, but in no event can the contract amount trigger lead based paint abatement. Such waivers will be granted only upon the recommendation of the CDBG staff and approval of the County Commission. Examples of undue hardship include the death of a household income earner during the past year, a fire and lack of adequate insurance, or medical expenses documented as extreme.

   (b) No ceiling will be placed on the amount of private financing participation, and program participants may spend as much over their minimum participation as may be desired.

C. Applications – During program implementation the CDBG Program Staff will announce specific dates for homeowners to submit application. Advertisements, public service announcements and/or other media will be utilized in making the dates and places of application acceptance known. The dates for application submission will be determined by overall program progress and workload. CDBG Program Staff personnel will be available to assist in application preparation, as well as, to answer any question an applicant might have concerning the program. Application forms will be available and each applicant must sign the form acknowledging that the information given is true to the best of his/her knowledge.

All applications will be kept in strictest confidence and used only by the CDBG Program Staff and appropriate financial institutions with the consent of the applicant.

D. Statement of Understanding – At the time the application is submitted the applicant will be required to sign a Statement of Understanding, which outlines the various parties' responsibilities under the program.

E. Application Processing – After an application has been submitted the Program Administrator will take preliminary steps to verify data submitted such as income, household size, and home ownership. Upon completion of this process each applicant will be notified as to whether or not he/she is eligible for consideration.

F. Applicant Rating – Program participation will generally be provided on a "first come – first served" basis. If more applications are received than can be completed under the program, or within a stated application acceptance period, all completed and eligible applications may then be rated using a point system to determine the priority order in which each case will be processed. If rating is necessary, each applicant will then be notified in writing as to the results of the rating within the application grouping. While "first come – first served" is considered to be the least biased means to determine participation, rating may become necessary. Regardless, the Montgomery County Commission and the Program Administrator reserve the right of flexibility to make decisions which ensure project funding eligibility and cost per beneficiary standards as presented in the application. The rating system to be used on eligible applicants follows:

REHABILITATION APPLICATION RATING SYSTEM

Criteria Category		Maximum Possible Points
Cost of Rehabilitation		
Under $6,000	5	
6,001 – 12,000	4	
12,001 – 18,000	3	
18,001 – 25,000	2	
25,001 & Over	1	5
Age (By Head of Household)		
Age 62 or Over	1	
Age 61 and Under	0	1
Head of Household		
Female Headed	2	
Male Headed	0	2
Disabled or Handicapped		
Disabled or Handicapped Head of Household	2	
Disabled or Handicapped Member of Household	1	2
Dependent Minors (Number)		
6 and Over	5	
4 to 5	4	
1 to 3	3	5
Maximum Total Points Available		**15**

G. Priority Number Assignment – The results of the rating system, if necessary, will place a priority number on each rated application to determine the order in which the application will be processed. Otherwise the applications will be processed in the order they are received and determined eligible.

H. Application Acceptance Suspension – The Program Administrator may terminate or suspend application acceptance and processing when it appears that more applications have been received than can be assisted with funds available. If acceptance is not terminated in order to gauge demand for the program, applicants will be advised that it is highly unlikely that they will receive help because the County has more applications than they can fund.

I. Detailed Application Case Processing – The procedure to be followed is below:

1. Ownership – Each applicant must provide a copy of the deed (and/or other pertinent information) to the property and subject dwelling for which rehabilitation is being applied for. Provision of a "life estate interest" from the deed holder may also be submitted as long as it is accompanied with a copy of the deed.

2. Preliminary Review – The Program Administrator will review each completed application to determine if the applicant is a homeowner, and if so, resides in the subject dwelling. Based on information contained in the application the determination will be made if the applicant is income eligible.

3. Income and Data Verification – Those applicants who pass the preliminary review may be contacted to provide income verification and any other documentation deemed appropriate to verify the application.

4. Preliminary Dwelling Inspection – Those applicants who pass the preliminary review and income and data verification, will be contacted to arrange for a preliminary inspection of their dwellings by the CDBG Program Staff and/or the Rehabilitation/Code Enforcement Officer to determine feasibility of rehabilitation. Those applicants whose dwellings are determined not to be suitable for rehabilitation will be interviewed regarding the findings and alternatives. The results of the inspection and conference will be put in writing and forwarded to the applicant.

5. Preliminary Cost Estimate – Based on the preliminary inspection, the Program Administrator and/or Rehabilitation/Code Enforcement Officer will contact each applicant to inform them of the preliminary cost estimate of the work to be required on the dwelling unit with respect to the five housing rehabilitation priorities established by the Rehabilitation/Code Enforcement Officer (see K. Work Write-Up on page 7), and if necessary, broken down into public and private funds required to rehabilitate the dwelling.

6. Private Financing – Should the estimate exceed the grant maximum contained herein the applicant will then have the responsibility of producing written proof of ability to provide the private match amount contained in the letter addressed in paragraph 5 above. Proof will consist of written letter of credit from a financial institution stating an amount of no less than that required; some evidence of cash or savings availability; or other evidence of ability to match deemed acceptable by the Program Administrator.

7. Final Ranking – Applicants will receive final ranking for construction based on the order in which their eligibility and/or, in the cases where private match is required, the order in which proof of said match is received (with exceptions noted at Section F – Applicant Rating).

8. Failure to Respond – If, during the application review, income verification and proof of match phases of the application processing, any applicant fails to respond to any request for additional information within 30 days of the date of the request, the application will be declared closed and terminated. Reopening closed files will be contingent upon the status of the program and current applications.

J. Final Application Approval – Based on the results of the steps outlined above, the final approval of an eligible application will be made by the Program Administrator. When concerns or potential conflicts of interest exist, the Program Administrator will let the Chairman and Commission make the decision.

K. Work Write-Up – Upon final determination and approval of the application the Rehabilitation/Code Enforcement Officer will compile a detailed work write-up, listing items by the following priority categories, for use in obtaining a contractor for the rehabilitation case. Each write-up will be accompanied by an appropriate drawing of the dwelling unit (if useful) outlining areas where work is to be performed and alterations made. All improvements will be in compliance with the 2012 International Residential Code, which are the most recent housing codes adopted by the Montgomery County Commission. In addition, improvements will be in compliance with the Alabama Energy and Residential Codes Manual as adopted by the Energy Division of ADECA on October 1, 2012. As such, said manual is therefore adopted and made a part of these policies and procedures for the County.

ORDER OF HOUSING REHABILITATION PRIORITIES

1. HEALTH and SAFETY
   a. Electrical
   b. Plumbing
   c. Steps
   d. Handrails and Porch Railing

2. WEATHERIZATION
   a. Roofing
   b. Doors (Exterior and Storm)
   c. Windows
   d. Insulation
   e. Heating and Cooling

3. FLOOR STRUCTURE

4. EXTERIOR RENOVATIONS
    a. Soffit and Facial Metal
    b. Vinyl Siding
    c. Underpinning
    d. Shutters
    e. Painting

5. INTERIOR RENOVATIONS
    a. Sheetrock
    b. Paneling
    c. Interior Painting
    d. Interior Doors
    e. Kitchen Cabinets
    f. Underlayment
    g. Floorcovering

L. Contracting – Each contract will be bid or negotiated for the rehabilitation work. Where the opportunity may present itself, lump bidding to obtain economies of scale will be utilized. In all cases the contractor must be on the current approved contractor list maintained by the Montgomery County Commission. No contract may be entered into where the contract amount is above the cost estimate of the Rehabilitation/ Code Enforcement Officer more than 10%. The warranty period for each rehabilitated unit will be one year from the date of the executed completion certification.

No property owner may serve as his or her own contractor for any part of the work to be undertaken.

At the time of contract award the grant funds for the overall contract price will be escrowed for contract payment. Private funds, as required, will be escrowed upon receipt by the Montgomery County Commission, which must occur no later than the date of contract execution.

During construction, the CDBG Program Staff and/or Rehabilitation/Code Enforcement Officer shall conduct periodic inspections to ensure general contract compliance, but does not guarantee the work of the contractor.

During construction, the contractor may request progress payments based on percent of work items completed. These estimates must be approved by the CDBG Program Staff and/or Rehabilitation/Code Enforcement Officer and will be subject to a 10% retainage. All checks are to be made payable to the owner and contractor jointly. Final payment will be made after the final inspection and work acceptance. Prior to this, the contractor must execute a completion certification. If lead clearance testing is required, and if an acceptable test is not received and the dwelling must be retested, the Contractor will be responsible for one hundred percent (100%) of the retesting amount and all work associated with additional cleanup to allow the unit to pass testing.

If, during construction, a need arises for a change order to increase or decrease the amount of work and/or contract amount, a change order will be negotiated. The cost increase negotiated, if any, will be shared by the program and owner in accordance with Section B above provided the change order does not cause the total CDBG share to exceed the grant maximum of $15,750. In this event the amount in excess of the maximum grant will be paid by the owner.

After completion of construction, issuance of final inspection and contractor payment, any private match deposited in escrow and not required for applicable change orders, will be refunded to the property owner.

M. Period of Affordability – At the time of contract execution, the owner agrees not to sell the rehabilitated property for a period of three years from the date of the final inspection and executed closeout paperwork on the property. In the event the property is sold before the period of affordability expires, the owner agrees to repay the grant portion of the rehabilitation cost on a proportional basis. Grant funds will be repaid at the determined percentage based on remaining months in the period of affordability. For example, in the case of property sold during month 12 of the 36-month period of affordability, where the full $15,750 grant was received, the grant recipient will repay $10,500, or $437.50 for each month (24) of the remainder of the time period.

PART B – RENTAL REHABILITATION PROGRAM

Policy Procedures

Outlined below are the eligibility and procedural guidelines that will be used in the Montgomery County Rental Rehabilitation Program. It should be noted, however, that owner rehabilitation is preferred over rental rehabilitation and is duly discouraged through the use of a required match.

A. Eligibility Requirements – In order to participate in the rental rehabilitation program a property must meet all of the following requirements:

1. Owner – The applicant must be the fee simple owner of the unit, and the unit must be for rent or rented on the open market at the time of, or after rehabilitation.

2. Location – The property must be located within Montgomery County and specifically within the eligible project area as defined in the CDBG application.

3. Rehabilitation Feasibility – The housing unit, or units, of the applicant must meet the definition of "suitable for rehabilitation" as contained in this policy.

4. Local Compliances – The unit, or units, must be in compliance with all local codes and ordinances, as deemed necessary and appropriate.

5. Displacement – No property will be eligible for program participation where the action would require or cause the tenant to be displaced, or the owner displaces a tenant who is not income eligible for reasons of program participation. No household may have been displaced from the unit during the preceding 18 month period for purposes of participating in the rehabilitation program.

6. Occupant(s) – In order to meet statutory requirements of the program the occupant of a dwelling will be required to be within the low-and-moderate income limits that follow:

Persons in Household	Maximum Annual Household Income
1	$35,250.00
2	40,250.00
3	45,300.00
4	50,300.00
5	54,350.00
6	58,350.00
7	62,400.00
8 or more	66,400.00

The above income limits are qualified limits set by the U.S. Department of Housing and Urban Development for CDBG projects and have been established for FY 2018. These limits may be updated as subsequent income limits are issued.

B. Rehabilitation Financing – The Rental Rehabilitation program is designed to provide financial assistance to property owners 50% of the cost of rehabilitation and subject to the following limitations.

1. Public Financing – The public financing shall be in the form of a direct grant not to exceed $8,750 per unit.

2. Private Financing – Private financing may come from any source and shall consist of no less than 50% of the total cost of rehabilitation.

C. Processing Procedures – Each rehabilitation case shall be processed in a manner based on tasks or steps that are in sequential order. Failure to complete any step may prevent the case from proceeding. The steps follow:

Step 1 Application – The property owner will prepare an application on a furnished application form.

Step 2 Preliminary Review – The application will be reviewed to determine if the case meets all of the eligibility requirements contained in Section A preceding.

Step 3 Preliminary Inspection – Those cases that are determined otherwise eligible are to receive a preliminary inspection to determine occupancy and feasibility of rehabilitation. The owner will be notified as to these determinations and informed that if the case is to proceed he/she may have to produce a title opinion at his/her own expense. The owner will have thirty calendar days to furnish title opinion (if required), or be subject to disqualification.

Step 4 Income Verification – Tenants of occupied units will have to have their incomes verified with the assistance of the property owner.

Step 5 Priorities – When steps 1-4 have been completed a preliminary cost estimate will be prepared by the Rehabilitation/Code Enforcement Officer, and the owner will be notified by letter of the amount, in a range, that is requested for proof of the private match amount. At this point, the cases will be placed in priority order as they are received.

Any owner applicant that fails to respond to a request for additional information or proof of match during Steps 1-5 within 45 days from the date of the request will be terminated and considered closed.

Step 6 Work Write-Up – Upon receipt of proof of match the Rehabilitation/Code Enforcement Officer will then prepare a detailed work write-up and cost estimate based on the housing rehabilitation priorities established under "Part A – Homeowner Rehabilitation Program, Policy Procedures, K. Work Write-Up".

Step 7 Final Application Approval – Based on the results of the steps outlined above, the final approval of an eligible application will be made by the Program Administrator. When concerns or potential conflicts of interest exist, the Program Administrator will let the Chairman and Commission make the decision.

Step 8 Contracting – Each contract will be bid or negotiated for the rehabilitation work. In all cases the contractor must be on the current approved contractor list maintained by the Montgomery County Commission. No contract may be entered into where the contract amount is above the cost estimate of the Rehabilitation/Code Enforcement Officer more than 10%. The warranty period for each rehabilitated unit will be one year from the date of the executed completion certification.

No property owner may serve as his or her own contractor for any part of the work to be undertaken.

At the time of contract award the private funds for the overall contract price must be escrowed with the Montgomery County Commission for contract payment. Public funds will also be escrowed by the Montgomery County Commission, upon receipt of the drawdown.

During construction the CDBG Program Staff and/or Rehabilitation/Code Enforcement Officer shall conduct periodic inspections to ensure general contract compliance, but does not guarantee the work of the contractor.

If, during construction, a need arises for a change order to increase or decrease the amount of work and/or contract amount, a change order will

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be negotiated. The cost increase negotiated, if any, will be shared by the program and owner in accordance with Section B above provided the change does not cause the total CDBG share to exceed the grant maximum of $8,750. In this event the amount in excess of the maximum will be paid by the owner.

Step 9 Inspections – During construction the CDBG Program Staff and/or Rehabilitation/Code Enforcement Officer shall conduct periodic inspections to ensure contract compliance.

Step 10 Payment Requests – During construction the contractor may request progress payments based on percent of work items completed. These estimates must be approved by the CDBG Program Staff and Rehabilitation/Code Enforcement Officer and will be subject to a 10% retainage. All checks are to be made payable to the owner and contractor jointly. Final payment will be made after the final inspection and work acceptance. Prior to this the contractor must execute a completion certification. If lead clearance testing is required, and if an acceptable test is not received and the dwelling must be retested, the Contractor will be responsible for one hundred percent (100%) of the retesting amount and all work associated with additional cleaning to allow the unit to pass testing. Any private match funds remaining in escrow will be refunded to the owner at this time.

D. Other Program Policies

1. Rent Controls – There will be no rent controls imposed by the Montgomery County Commission.

2. Statement of Understanding – At the time an owner submits an application he/she will be asked to sign a statement of understanding that contains a summary of program policies, and the conditions under which his/her application might be tabled or delayed, and acknowledgment that no tenant has or will be evicted for the purpose of renting the unit to a household with an income eligible for program participation. No application can be accepted without this acknowledgment.

3. Period of Affordability – At the time of contract execution, the owner agrees to house the existing or another low-and-moderate income household, as defined in Section A.6. above, for a period of three years, or repay grant funds on a proportional basis. Grant funds will be repaid at the determined percentage based on remaining months in the period of affordability. For example, in the case of property sold or housing a non-low-and-moderate income household during month 12 of the 36-month period of affordability, where the full $8,750 grant was received, the grant recipient will repay $5,833, or approximately $243 for each month (24) of the remainder of the time period.

In addition, the owner agrees that the required low-and-moderate income household that may reside in the structure will be allowed to remain in the rehabilitated structure for a three year period without any rent increase resulting from construction, provided no other terms of the lease have been violated.

4. Participation and Verification Agreement – Should the owner fail to rent to an income eligible household, to the satisfaction of the Montgomery County Commission as based on interviews or other relevant documentation, the owner agrees to repay the grant portion of the rehabilitation cost based on the period of affordability outlined above. The owner will also agree to non-discrimination (i.e., Fair Housing Act) provisions on leases, and to allow the County access to interview tenants as deemed necessary.

MOBILE HOMES, MODULAR HOUSING AND OTHER MANUFACTURED HOUSING

1. The rehabilitation of mobile homes, modular homes or other forms of manufactured housing will be discouraged.

2. Only such forms of housing outlined above will be considered for participation if they are classified as fee simple real estate. In addition, mobiles homes must have all axels and towing assembly removed and affixed in some permanent fashion.

3. Only minimum repairs and minimal funds will be made available to the above classifications of housing to meet code with strict enforcement of the "feasible for rehabilitation" definition found on page one herein being enforced.

4. ADECA discourages any participation in excess of $5,000 on a mobile home, modular housing unit, or other manufactured housing unit.

Grievance Procedures

A. General

Any person who believes he/she has been aggrieved by:

1. Determination by Program Staff – A determination by the CDBG Program Staff as to his eligibility for a rehabilitation grant or the amount of such grant; or

2. Failure to Perform – A failure on the part of the CDBG Program Staff and/or Rehabilitation/Code Enforcement Officer to correctly carry out his/her responsibilities in connection with the inspection and work write-up, or eligibility verification process (excluding contractor performance which is to be

conducted under contract procedures) may file a complaint and have his case reviewed by the Chairman of the Montgomery County Commission.

B. Methods of Presentation by Claimant

1. Oral: A person may talk over his case either alone or with the assistance of another person with the Chairman within the time limits set forth below. This oral presentation does not preclude the making of a written presentation. The oral presentation will be allowed within the 15 days of the making of such request.

2. Written: If the claimant does not receive satisfaction from an oral presentation, or should he desire to forego the oral presentation, a written statement of his beliefs as to what he desires may be made to the Chairman.

C. Time Limits for Making Complaints

Generally speaking, a complaint may be filed for review no later than three (3) months after the date a person is informed of ineligibility for rehabilitation assistance, a person is informed what work is required on his/her dwelling, or a person declines to accept the terms and conditions offered to him/her in relation to the rehabilitation of his/her dwelling.

Extensions of time limits may be granted for good cause on an individual basis.

D. Review of Complaints

Upon receipt of pertinent information, whether oral or written, relative to the complaint, the Chairman shall consider the information supplied by the complaint in light of:

1. The material upon which the original determination was made, including all applicable criteria set forth in the Rehabilitation Policy; and

2. Any additional information the Chairman may, in his/her discretion, obtain by request, investigation or research to insure a fair and full review of the complaint.

A written determination shall be made by the Chairman and given to the complainant. The written determination shall state:

1. The decision of the Chairman

2. The factual and legal basis for the decision and an explanation thereof

3. The relief, if any, to which the complaint is entitled and how this may be achieved

4. In the event the decision is against the claimant, the statement shall inform the claimant that he/she has a right to appeal to the Montgomery County Commission within thirty (30) days.

The decision of the Montgomery County Commission shall be deemed final.

Other Program Policies

A. Grievance Procedures Dissemination – Each applicant will be given a copy of the Grievance Procedures at the time he/she submits his/her application.

B. Policy Amendment – If circumstances arise through program requirement changes or any other factor this policy may be amended in whole or in part by County Commission action.

C. Waiver Policy – The Montgomery County Commission will not grant any waivers under this housing program and all policies and procedures will be adhered to as written and stated herein.

D. Maintenance Policy – The Montgomery County Commission is not responsible for future maintenance. Rehabilitation provided under this program is limited to the time specified in the rehabilitation individual contract, and the warranty provisions stipulated therein. Nevertheless, in order to encourage long term maintenance by the homeowners, the Program Administrator and Rehabilitation/Code Enforcement Officer will provide in-home counseling of owners in the proper care & maintenance of their houses at the time of contract completion. Further, the County may also elect to provide group training for homeowners at a location in closer proximity to the Eastwood Villa community.

E. Use of Other Funds – Pursuant to the Letter of Conditional Commitment from ADECA to the Montgomery County Commission, the County must indicate how the other funds shown in the application will be used with CDBG funds in the implementation of the proposed program. For this project, the County will use local funds to pay for grant administration, lead testing and/or the cost of the Rehabilitation/Code Enforcement Officer.

Adoption

The above stated Rehabilitation Policy Statement and Procedures for CDBG Project No. CY-CM-RR-18-017 was officially adopted by duly recorded motion of the Montgomery County Commission on January 7, 2019.

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Tammy Nix

From:	Leslie York <lyork@carpdc.com>
Sent:	Friday, December 07, 2018 9:43 AM
To:	Donald Mims
Cc:	Tammy Nix
Subject:	Eastwood Villa Item for Work Session Agenda
Attachments:	Memo to Donnie Mims RE Eastwood Villa Policy Statement and Procedures (12-17-2018).docx; 18 Housing Rehab Policy Statement and Procedures - TOC.doc; 18 Housing Rehab Policy Statement and Procedures (1-7-2019).docx; 18 Resolution to Adopt Housing Policy Statement and Procedures (1-7-2019).doc

Donnie –

Good morning. I would like to request that the attached Housing Rehab Policy Statement and Procedures, and accompanying Resolution for future adoption, be placed on the work session agenda for the 12/17/2018 meeting so that I may brief the Commissioners.

When you have the time you would like me to be there please let me know.

Thanks in advance for your help!

Leslie York
Community Development Manager
Central Alabama Regional Planning
and Development Commission (CARPDC)
430 South Court Street
Montgomery, AL 36104
334.262.4300
334.262.6976 Fax

The first step toward success is taken when you refuse to be a captive of the environment in which you first find yourself. ***Mark Caine***

RESOLUTION NO. ___________

WHEREAS, the Montgomery County Commission has been awarded PY 2018 Community Development Block Grant (CDBG) funds from the Alabama Department of Economic and Community Affairs (ADECA) in order to provide Phase 2 housing rehabilitation improvements to eligible and approved houses in the Eastwood Villa community of Montgomery County; and

WHEREAS, implementation of said CDBG project requires the Montgomery County Commission to establish a policy that sets forth priorities, procedures, and guidelines under which the rehabilitation program will be conducted; and

WHEREAS, the attached "Policy Statement and Procedures" has been developed specifically for CDBG Project No. CY-CM-RR-18-017 and will be used for implementation of this project alone.

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

SECTION 1. That the attached "Policy Statement and Procedures" is adopted for use with CDBG Project No. CY-CM-RR-18-017, as implemented by the County, and establishes a policy that sets forth priorities, procedures, and guidelines under which the rehabilitation program will be conducted.

SECTION 2. That said policy is hereby adopted by the Montgomery County Commission for the purpose of implementation of CDBG Project No. CY-CM-RR-18-017 and will remain in effect for that purpose or until said policy is otherwise amended.

PASSED, ADOPTED AND APPROVED this __7th__ day of ____January______, 2019.

____
Elton N. Dean, Sr.
Chairman

ATTEST:

____
Donald Mims
County Administrator

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DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA
JAN - 7 2019

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

December 27, 2018

MEMORANDUM

TO	:	Mr. Donnie Mims, County Administrator Montgomery County Commission
FROM	:	Sheriff Derrick Cunningham Montgomery County Sheriff's Office
SUBJECT	:	6ADM Grant - $3,000 Cooperative Agreement

Please find attached two original Cooperative Agreements regarding the above-referenced grant. Please place this matter on the next agenda.

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

DC/crv

encls.

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SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

WWW.MONTGOMERYSHERIFF.COM

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

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

<table>
<tr><td colspan="2">1. Sub-Grantee Name & Address:
MONTGOMERY COUNTY SHERIFF'S DEPARTMENT
115 S. PERRY ST
MONTGOMERY, AL 36104-4243</td><td colspan="2">2. Issuing Office & Address:
Alabama Law Enforcement Agency
P.O. Box 304115
Montgomery, AL 36130-4115</td></tr>
<tr><td>3. FY
2016</td><td>4. Amount of:
Federal: $3,000.00
Total: $3,000.00</td><td>5. Effective Dates
Begin: 12/18/2018
End: 4/1/2019</td><td>6. Award Number:
6ADM</td></tr>
</table>

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub- Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2016 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Sub-Grantee and the Equipment Recipient or Sub-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 Sub-Grantee 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 Sub-Grantee and Equipment Recipient or Sub-Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Sub-Grantee 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 Sub-Grantee and Equipment Recipient or Sub-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 Sub-Grantee has not expended the amount of federal funds that would require a compliance audit. The Sub-Grantee agrees to accept these requirements.

4. Non-Supplanting Agreement: The Sub-Grantee and the Equipment Recipient or Sub-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 Sub-Grantee may resume charging for the grant position.

5. Project Implementation: The Sub-Grantee and the Equipment Recipient or Sub-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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8. Bidding Requirements: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with proper competitive bidding procedures as required by 2 CFR 200 Subpart D (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 Sub-Grantee 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 fifteen (15) 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 Sub-Grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to 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 Sub-Grantee must be such that the Sub-Grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

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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14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Sub-Grantee and the Equipment Recipient or Sub-Recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Sub-Grantee and the Equipment Recipient or Sub-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 Sub-Grantee or the Equipment Recipient or Sub-Recipient.

b. The federal procedures for managing equipment will be the responsibility of the Sub-Grantee. 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 Sub-Grantee 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 Sub-Grantee and the Equipment Recipient or Sub-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 Sub-Grantee or the Equipment Recipient or Sub-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.

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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.

17. Americans with Disabilities Act of 1990 (ADA): The Sub-Grantee and the Equipment Recipient or Sub-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: Sub-Grantees 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 Sub-Grantee and the Equipment Recipient or Sub-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 Sub-Grantee 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 Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.

24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

25. Fiscal Regulations: The fiscal administration of 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 Sub-Grantee and the Equipment Recipient or Sub-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.

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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.

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 Sub-Grantee 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 FY16 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY16 Homeland Security Grant Program funding.

a. The Sub-Grantee of FY16 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 Sub-Grantee 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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30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient or Sub-Recipient agrees to remain a party to the AMAS program.

31. Budget Detail Worksheet (BDW):

a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee 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 Sub-Grantee 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 $1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. 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 Sub-Grantee 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 Sub-Grantees are to:

- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
- Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework.
- Promote sub-State regional coordination of mutual aid with neighboring localities.
- Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events.
- Validate the Sub-Grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
- Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
- Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard.
- Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible.
- Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained.
- Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments.

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COOPERATIVE 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: Sub-Grantees must read and comply with the funding restrictions provided in FY16 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 Sub-Grantee. 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 Sub-Grantee must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Sub-Grantees 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. Reporting Requirement: The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifth teen (15) days after the end of each quarter. The Sub-Grantee agrees to submit a Final Report thirty days (30) after the grant end date.

Initial Here PC

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

37. Civil Rights Act of 1964-Title VI: All Sub-Grantees and Sub-Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Regulations for implementation of the act can be found at 6 C.F.R., Part 21 and 44 C.F.R. Part 7.

Initial Here DC

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

CERTIFICATION BY THE SUB-GRANTEE

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 Sub-Grantee 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 Sub-Grantee; and that the receipt of these funds will not supplant state or local funds.

Name: Derrick Cunningham

Title: Sheriff

Agency Address: 115 S Perry Street, Montgomery, AL 36104

Phone Number: 334.832.1646

Fax Number: 334.832.7113

Mobile Number: 334.850.1329

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

Signature: Date:

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 Sub-Grantee; and, that the receipt of these funds will not supplant state or local funds.

Name: Elton N. Dean, Sr.

Title: Chairman

Agency Address: 101 S Lawrence Street, Montgomery, 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: Hal Taylor

Title: Secretary, Alabama Law Enforcement Agency

Signature: Hal Taylor Date:

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

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 (ALEA) determines to award the covered transaction, grant or cooperative agreement.

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

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

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

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

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

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

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

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

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --
  (a) The dangers of drug abuse in the workplace;
  (b) The grantee's policy of maintaining a drug-free workplace;
  (c) Any available drug counseling, rehabilitation and employee assistance programs, and
  (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

  (a) Abide by the terms of the statement; and
  (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

  (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- **APPLICABLE TO SUB-GRANTEES RECEIVING $50,000 OR MORE.**
As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for sub-grantees --

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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

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: Elton N. Dean, Sr. Title: Chairman

Signature:

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Elton N. Dean, Sr.
CHAIRMAN
Ronda M. Walker
VICE CHAIRMAN
Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

Donald L. Mims, CPA, MPA
ADMINISTRATOR
Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA
JAN - 7 2019

January 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Agreement with County Attorneys

The Montgomery County Commission, at its meeting on December 17, 2018, discussed placing on the next agenda an Agreement with County Attorneys Tyrone C. Means and Thomas T. Gallion, III for legal services for the two-year period March 7, 2019 – March 6, 2021. After discussion, Chairman Dean authorized for the two-year Agreement and related policy regarding billing, expenses and principles guiding bill preparation and submission be placed on the agenda.

DLM/tn

Attachment

STATE OF ALABAMA
MONTGOMERY COUNTY

AGREEMENT

COMES NOW Thomas T. Gallion, III, ("Gallion") and Tyrone C. Means ("Means") and enters into the Agreement with The Montgomery County Commission ("MCC").

(1) This is a professional services agreement by and between Gallion, Means as co-county attorneys and MCC collectively referred to as ("Parties").

(2) In the past, the Parties have entered into three year contractual agreements.

(3) The MCC executed a Resolution on the 1st day of June, 2015, amending the terms of the prior agreements and is attached and incorporated herein (Exhibit "A").

(4) The terms of this professional services agreement are adequately described in Exhibit "A".

(5) This Agreement shall be for a two year period, beginning on March 7, 2019, and continuing to March 7, 2021.

(6) The MCC has the option to terminate this Agreement if either Gallion or Means does not satisfactorily provide the above professional services as described above in Exhibit "A".

WHEREFORE the Parties do hereby agree to the above stated covenant and do hereby affix their signature on the ___ day of January 2019.

______________________	______________________
WITNESS	Elton N. Deans, Sr. Chairman of the Montgomery County Commission
______________________	______________________
WITNESS	Thomas T. Gallion, III, Attorney
______________________	______________________
WITNESS	Tyrone C. Means, Attorney

State of Alabama)
County of Montgomery)

RESOLUTION

Be it hereby resolved by the Montgomery County Commission on the 1st day of June, 2015 the following:

1. The Montgomery County Commission desires to increase the billing rates for its county attorneys Thomas T. Gallion III (and his law firm) and Tyrone C. Means (and his law firm). Further, the County Commission desires to increase his monthly retainer for each of these attorneys. Said monthly billing rates have been the same for seven (7) years without an increase and the monthly retainer has been the same for more than seven (7) years.

2. Effective June 1, 2015, the billing rate for the principals of the county attorneys and their respective law firms shall be $200.00 per hour; the hourly rate for associate attorneys shall be $175.00 per hour and the billing rate for paralegals and law clerks shall be $85.00 per hour. Further, in consultation with the County Commission and the County Administrator, on a strictly as-needed basis, said county attorneys are permitted to associate outside counsel on a case-by-case or project-by-project basis at an hourly rate not to exceed $175.00 per hour.

3. The monthly retainer for each of the county attorneys shall be increased by an amount equal to 10 percent of the current monthly retainer beginning on October 1, 2015. Further, on October 1 of each successive fiscal year, said monthly retainer shall increase by the sum of no less than 2.5 percent of the monthly retainer then in place.

4. Said retainer shall cover the following which shall not be subject to hourly billing:

a. Top priority given to the legal needs of Montgomery County;

b. Attendance at Montgomery County Commission meetings;

c. Verbal opinions given by telephone conversations on subject matters that are not covered on a project or case basis;

d. Any and all delivery of documents to the county and/or third parties that would include mileage or related expenses within Montgomery County;

e. A report to the Montgomery County Commission Administrator and/or response to the Alabama Department of Examiners of Public Accounts regarding outstanding, pending and settled litigation in connection with Montgomery County will be prepared each 6 months by the respective firms; and

f. A Quarterly Legal Report of legal services rendered by each firm.

EXHIBIT
A

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Elton N. Dean, Sr., Chairman

Daniel Harris, Jr., Vice Chairman

Jiles Williams, Jr., Commissioner

Ronda M. Walker, Commissioner

Andrew D. Hall, Commissioner

Billing & Expenses

Prior Approval. Except in exigent circumstances, the below activities and those identified elsewhere herein as requiring County approval are not considered reimbursable without prior written approval from the County Administrator. Failure to obtain advanced written approval from the County Administrator may result in rejection of related billing. When prior approval (PA) is required, please indicate (PA) when billing time or expense for the previously approved activity.

Non-Routine Motion Practice. All non-routine motion work must have prior written approval, and said approval must be indicated on the invoice by inserting a (PA) with each entry that relates to the motion work. Non-routine" is defined as any motion that counsel estimates will take more than 2 hours to research, draft and serve.

Non-Routine Research. All non-routine legal research must have prior written approval, and prior approval must be indicated on the invoice by inserting a (PA) with each entry that relates to the research. "Non-routine" is defined as any research that counsel estimates will take more than 2 hours to complete.

Court Appearances and Other Scheduled Meetings. As emphasized elsewhere, the County will not pay for more than one attorney to attend any meeting, deposition, conference, mediation, hearing or other event unless prior written approval is obtained. All billing items relating to such a situation must include the (PA) designator.

Clerical/Administrative Activities. The County will not pay for administrative or clerical activities, i.e. work that can and should be done by secretaries, receptionists, clerks, runners, word processors, transcribers or other administrative staff.

Multiple Appearances. As stated above, the County will not pay for multiple representation at meetings, depositions and court appearances, except when such representation clearly is designed to achieve improved results or significant efficiencies, and only when approved by the County Administrator, in advance and in writing. When prior written approval (PA) is required, please indicate (PA) when billing time or expenses for the previously approved activity.

Intra-Office Conferences. The County will not pay for intra-office conferences, telephone calls, or other communications among members of the Firm's team. The only exceptions to this rule are (1) when a partner is directing an associate or paralegal as to the nature or scope of an assigned tsk or (2) a partner is directing a task requiring a different legal expertise to another partner in house. These exceptions do not apply to mentoring, training, or other periodic "team" meetings or file reviews.

The following principles should guide bill preparation and submission:

- Hourly billing shall be in one-tenth (1/10) hour increments with minimum billing at one-tenth hour. Time billed shall be recorded contemporaneously with the tasks performed. Time billed should not be reconstructed or "reverse engineered" at the end of the day or week. Nor should Canal be "value billed" for time not actually spent performing the services rendered.
- No "block billing". Every legal task must be billed separately (including the time spent on each task). It is unacceptable for all activities to be listed with an aggregate time entry for all activities.
- Research of more than one hour. Time entries with respect to such authorized research must summarize the issue(s) being researched.
- All billable tasks must require legal acumen. Lawyers and paralegals should do lawyer and paralegal work. Billable time should not include time submitted by legal secretaries, case clerk, etc.
- Leverage your experience. The expectation is that counsel will utilize, to the extent possible, existing form, documents, research, etc. in order to more effectively and efficiently render legal services on behalf of the County.
- Filing. The County will not pay for uploading of information to an electronic "workroom" or for filing or reorganizing hardcopies of documents.

In addition, each invoice (which should relate to only one (1) matter) submitted to the County must contain at least the following information:

1) the matter name (i.e. the style of a matter in litigation) set forth on the first page of the invoice;
2) your taxpayer identification number;
3) the current status of the matter (i.e. pending or closed);
4) the name, status (partner, associate, paralegal) and billing rate of each professional working on the matter;
5) a detailed description of the type of work being performed by each individual and the amount of time expended to complete each task;
6) the total current fees for the matter for the period being billed and the cumulative total of billings for the matter being billed;
7) an itemized listing of all current disbursements/expenses and their associated costs, including the date the expense was incurred and the cumulative total of disbursements/expenses for the matter being billed; and
8) any discount applied to the billed fees.

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 1/7/19 - CODE: 001-59320.498

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			28,100	36,350	21,650	2,400	30,550	119,050
**NC-2019-19	RESCIND: City of Montgomery Parks and Recreation Department	RESCIND: King Hill Community Center for Senior Programs				-750		-750
	Total Appropriations 1/7/19		0	0	0	-750	0	-750
	APPROPRIATED BUDGET BALANCE		28,100	36,350	21,650	3,150	30,550	119,800
	Deputy Administrator Date							

AGENDA
JAN - 7 2019

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MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 1/7/19 - CODE: 001-59320.494

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			47,500	70,000	72,000	58,500	60,210	308,210
								0
								0
	Total Appropriations 1/7/19		0	0	0	0	0	0
	APPROPRIATED BUDGET BALANCE		**47,500**	**70,000**	**72,000**	**58,500**	**60,210**	**308,210**
	Deputy Administrator Date							

AGENDA

JAN - 7 2019

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AGENDA

JAN - 7 2019

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 1/7/19 - CODE: 001-59320.450

Contract Number	Organization	Description of Program	Joint	Infrastructure	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			**0**	**69,267**	**97,000**	**40,314**	**61,000**	**135,750**	**108,450**	**511,781**
DR-C-2019-11	Montgomery YMCA	Bell Road YMCA Branch- Montgomery Fire AAU Basketball Prog.			3,000					3,000
										0
DR-NC-2019-3	City of Montgomery, BONDS	Avalon Homeowners Association for Neighborhood Improvements							10,000	10,000
	Total Appropriations 1/7/19		0	0	3,000	0	0	0	10,000	13,000
	APPROPRIATED BUDGET BALANCE		**0**	**69,267**	**94,000**	**40,314**	**61,000**	**135,750**	**98,450**	**498,781**
	Deputy Administrator Date									

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AGENDA

JAN - 7 2019

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 5

DEPARTMENT: County Commission Appropriations

REQUESTED BY: Donald L. Mims — 12/11/18
Elected Official/Dept. Head — Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas — 12/11/18
Finance Director — Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ✓
Agenda ☐

COUNTY COMMISSION APPROVAL:

Administrator — Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Helping Mtgy Families Initiative	001-58100.455	0	100,000	100,000
Fund Balance	001.35900		(100,000)	(100,000)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		$ 0	$ 0	$ 0

JUSTIFICATION: Budget for funding to the Helping Montgomery Families Initiative for program expenses.

Revised 12/14/2016

7-1

AGENDA

JAN - 7 2019

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
Request Number: 6

DEPARTMENT: County Commission Appropriations

REQUESTED BY: Donald L. Mims 12/17/18
Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 12/17/18
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☑

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
State of AL-P.T. YF Judge	001-52602.290	0	15,000	15,000
Fund Balance	001.35900		(15,000)	(15,000)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		$ 0	$ 0	$ 0

JUSTIFICATION: Budget for funding a portion of a Part Time Retired Judge to assist in hearing cases in the Juvenile Court. Total estimated cost $60,000.

JOHNNY HARDWICK
PRESIDING CIRCUIT JUDGE
15TH JUDICIAL CIRCUIT

MONTGOMERY COUNTY COURTHOUSE
P.O. Box 1667
MONTGOMERY, ALABAMA 36102
EMAIL: Johnny.Hardwick@alacourt.gov

PHONE: (334) 832-1357
FAX: (334) 832-1323

November 29, 2018

Mr Donald Mims

Administrator, Montgomery County

P O Box 1667

Montgomery, AL 36102-1667

Dear Mr. Mims,

A caseload study has revealed that the Montgomery County Domestice Relations and Juvenile Court is in need of 2.5 additional Judges to handle the volume of cases filed in the court. Therefore it appears that the legislature will not create any new Judgeships for Montgomery County in the near future.

Due to the increased case load of the three Family Court Judges of the 15th Judicial Circuit, I am seeking to appoint a part-time, retired judge to assist in hearing cases brought before the Juvenile Division of the Family Court. I am suggesting that the cost of the part time judge be shared by the Administrative Office of Courts, the Montgomery County Commission the Montgomery County Department of Human Resources and the 15th Judicial Circuit. Therefore, I am requesting $15,000.00 from the County Commission.

This request is being made in hopes that the families and children of Montgomery County can receive more expedient services as well as public safety being served in a timely manner.

Thank you for attention to this matter.

Sincerely,

J G Hardwick

Presiding Judge Johnny Hardwick

8.2

Daryl D. Bailey

District Attorney

Fifteenth Judicial Circuit of Alabama

251 South Lawrence Street

P.O. Box 1667

Montgomery, Alabama 36102-1667

www.mc-ala.org/da

(334)832-2550

AGENDA

JAN - 7 2019

MEMORANDUM

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

FROM: Daryl D. Bailey
District Attorney DB

DATE: December 10, 2018

SUBJECT: Request for Irregular Two-Step Increase

I respectfully request an irregular two-step increase for Dawn Rambo who is a Legal Support Assistant in my office. Dawn is the only legal support staff member in our Violent Crimes Unit and is tasked with supporting the five attorneys who prosecute all the murder cases in Montgomery County. Although that would seem a difficult and overwhelming job for anyone, Dawn has the ability to get the job done. She is the definition of "above and beyond" because she studies the cases so she can better assist the lawyers, she works tirelessly with no complaints, and she demonstrates a passion and dedication for doing the work of the people unlike anyone you will ever meet. She is simply the heart of the Unit.

The funding for this increase is more than covered in the budget due to the recent retirement of our Records Coordinator and the subsequent filling of that position at a much lower rate.

The Montgomery County Commission has always provided invaluable support for the Montgomery County District Attorney's Office in its efforts to make Montgomery County a safer place to live. The Commission's commitment to public safety is an example for other counties and has no doubt saved lives. Your support and approval of this increase is requested and appreciated as we work to combat violent crimes.

Please let me know if you have any questions or if I can provide any other information.

9-1

AGENDA

JAN - 7 2019

POSITION FILL REQUEST- BUDGETED VACANCY

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title: Corrections Officer Trainee

Position Number: 500419147 (Replace S Adair)

Pay Grade: PCT Pay Range: $31,299

Proposed Effective Date: January 14, 2019

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date: December 14, 2018

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date: 12/17/2018

Employee Benefit Manager

Sherrill Thomas Date: 12/19/2018

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date: __________

County Administrator

Revised 12/14/2016

10-1

AGENDA

JAN - 7 2019

POSITION FILL REQUEST- BUDGETED VACANCY

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title: Administrative Support Associate

Position Number: 500013236 (Replace O Woody)

Pay Grade: A03 Pay Range $25,630-$38,294

Proposed Effective Date: January 14, 2019

Type of Hire: (☑) New (☐) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date January 2, 2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 01/03/2019

Employee Benefit Manager

Sherrill Thomas Date 1/3/2019

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

Revised 12/14/2016

10-2

Montgomery County Commission
Travel / Training Request Approval
Request # 10

AGENDA
JAN -7 2019

Date: December 20, 2018
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: Prattville, Alabama
Departure Date: March 20, 2019 Return Date: March 21, 2019
Conference Leave (Days / Hours): (2) Day (s)
Purpose of Travel: to attend the ALGTI Roads and Bridges Course

Traveler (s) Name: 1. Doug Singleton 4. ____
2. ____ 5. ____
3. ____ 6. ____

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [✓] Other (Specify) [ ] ____

Total (est.) Cost: $122.12 Advance Registration Required: $85.00
Department Name: County Commission Fund Name: General
Additional Comments:
Registrations - $85.00 Mileage - $37.12

To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
The above request is app. 1/7/19 reimbursement of actual and necessary expenses in the approximate amount of $122.12 and advance registration of $85.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51100.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$25,000.00
Approved Requests:	$17,082.27
Budget Available:	$7,917.73
Current Requests:	$122.12
Budget Balance:	$7,795.61

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas
Date: 12/20/2018
cc: Finance Director / Buyer

Revised 2/8/17

11-1

Montgomery County Commission
Travel / Training Request Approval
Request # 11

AGENDA
JAN -7 2019

Date: January 3, 2019
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: Hoover, Alabama
Departure Date: January 23, 2019 Return Date: January 25, 2019
Conference Leave (Days / Hours): (3) Day (s)
Purpose of Travel: to attend the 2019 ACCMA Winter Conference

Traveler (s) Name: 1. Donald Mims 4.
2. 5.
3. 6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [✓] Other (Specify) [ ]

Total (est.) Cost: $741.28 Advance Registration Required: $195.00
Department Name: County Commission Fund Name: General
Additional Comments:
Registration- $195.00 Lodging- $300.00 Meals- $150.00 Mileage- $96.28

To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
The above request is app. 1/7/19 reimbursement of actual and necessary expenses in the approximate amount of $741.28 and advance registration of $195.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51100.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$25,000.00
Approved Requests:	$17,082.27
Budget Available:	$7,917.73
Current Requests:	$863.40
Budget Balance:	$7,054.33

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas
Date: 1/3/2019
cc: Finance Director / Buyer

Revised 2/8/17 11-2

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA
JAN - 7 2019

Date: 01/02/2019

To: Donald L. Mims, Administrator

From: Terri Henderson, Revenue Manager

Re: Approval for the following travel:

Destination: Montgomery, AL (Renaissance Montgomery Hotel)

Departure Date: 02/04/2019   Return Date: 02/06/2019

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: Attend 2019 GFOAA 35th Annual Conference & Training Seminar.
Qualifies for 16 CPE Hours toward CRE 2019 certification requirement.
Registration Fee includes the $50 annual membership for regular members.

Traveler (s) Name: 1. Terri Henderson   4. ______
2. ______   5. ______
3. ______   6. ______

Check Mode of Transportation:

County Vehicle	☐	Commercial Air	☐
Private Vehicle	☑	Other (Specify)	☐

Total (est.) Cost: $411.00   Advance Registration Required: $375.00

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

Additional Comments: Registration $375; Parking $36

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 1/7/19 reimbursement of actual and necessary expenses in the approximate amount of $411.00 and advance registration of $375.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51800.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$12,850.00	
Approved Requests:	$1,868.26	
Budget Available:	$10,981.74	
Current Requests:	$411.00	
Budget Balance:	$10,570.74	

______
Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas

Date: 1/2/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 5

AGENDA
JAN -7 2019

Date:	01/02/2019
To:	Donald L. Mims, Administrator
From:	Terri Henderson, Revenue Manager
Re:	Approval for the following travel:

Destination: Prattville, AL (Marriott Legends Hotel and Conference Center at Capitol Hill)

Departure Date: 02/20/2019 Return Date: 02/21/2019

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Attend CROAA Legal Considerations of Local Revenue Class.
Qualifies for 12 CPE Hours Toward 2019 CCRO Certification Requirement.
Sponsored by the ACCA CGEI.

Traveler (s) Name:
1. Courtney Oates
2. Tamberly Thomas
3.
4.
5.
6.

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

Total (est.) Cost: $484.24 Advance Registration Required: $370.00

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

Additional Comments: Registration $370 ($185 Each). Mileage $74.24 Meals $40

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 1/7/19 reimbursement of actual and necessary expenses in the approximate amount of $484.24 and advance registration of $370.00 is authorized.

To be completed by the Finance Department	
Fund Code:	001-51800.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$12,850.00
Approved Requests:	$1,868.26
Budget Available:	$10,981.74
Current Requests:	$895.24
Budget Balance:	$10,086.50

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas

Date: 1/2/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 5

AGENDA
JAN -7 2019

Date: January 2, 2019
To: Donald L. Mims, Administrator
From: Beverly Riddle Wise
Re: Approval for the following travel:

Destination: Troy, AL
Departure Date: January 31, 2019 Return Date: January 31, 2019
Conference Leave (Days / Hours): one day
Purpose of Travel: Procuring local fruit and vegetables for child nutrition programs

Traveler (s) Name: 1. Vida Wilson 4. ____
2. ____ 5. ____
3. ____ 6. ____

Check Mode of Transportation:

County Vehicle	✓	Commercial Air	
Private Vehicle		Other (Specify)	

Total (est.) Cost: $0.00 Advance Registration Required: $0.00
Department Name: Youth Facility Fund Name: 001-52603-265
Additional Comments: There is no cost to attend other than the cost of using the county vehicle.

To: Beverly Riddle Wise
From: Donald L. Mims, Administrator
The above request is app. 1/7/19 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-52603.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$10,000.00
Approved Requests:	$1,725.00
Budget Available:	$8,275.00
Current Requests:	$0.00
Budget Balance:	$8,275.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 1/2/2019
cc: Finance Director / Buyer

11-5

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA
JAN -7 2019

Date:	January 2, 2019
To:	Donald L. Mims, Administrator
From:	James Williams
Re:	Approval for the following travel:

Destination: Birmingham, Alabama

Departure Date: January 27, 2019 Return Date: January 29, 2019

Conference Leave (Days / Hours): (2) Day (s)

Purpose of Travel: to attend the (ARPA) Alabama Recreation & Parks 2019 State Conference

Traveler (s) Name:
1. Tucker Rainey
2.
3.
4.
5.
6.

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

Total (est.) Cost: $891.72 Advance Registration Required: $225.00

Department Name: Recreation Fund Name: Recreation

Additional Comments:

Registration - $225.00 Hotel- $360.00 Meals - $200.00 Mileage - $106.72

To: James Williams

From: Donald L. Mims, Administrator

The above request is app. 1/7/19 reimbursement of actual and necessary expenses in the approximate amount of $891.72 and advance registration of $225.00 is authorized.

To be completed by the Finance Department

Fund Code:	008-57200.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$2,500.00
Approved Requests:	$0.00
Budget Available:	$2,500.00
Current Requests:	$891.72
Budget Balance:	$1,608.28

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/2/2019

cc: Finance Director / Buyer

Revised 2/8/17

11-6

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA

JAN - 7 2019

Date: January 2, 2019

To: Donald L. Mims, Administrator

From: Carmen Douglas, Personnel Director

Re: Approval for the following travel:

Destination: Montgomery, AL

Departure Date: January 16, 2019 Return Date: January 16, 2019

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: to attend the Managing Emotions Under Pressure seminar

Traveler (s) Name:
1. Nina Eggers
2. Laura Hughley
3.
4.
5.
6.

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

Total (est.) Cost: $298.00 Advance Registration Required: $298.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration - $149.00/person

To: Carmen Douglas, Personnel Director

From: Donald L. Mims, Administrator

The above request is app. 1/7/19 reimbursement of actual and necessary expenses in the approximate amount of $298.00 and advance registration of $298.00 is authorized.

To be completed by the Finance Department

Fund Code:	123-51961.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$25,000.00
Approved Requests:	$5,512.48
Budget Available:	$19,487.52
Current Requests:	$298.00
Budget Balance:	$19,189.52

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/2/2019

cc: Finance Director / Buyer

11-7

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 5

AGENDA
JAN - 7 2019

Date: January 2, 2019
To: Donald L. Mims, Administrator
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: San Diego, CA
Departure Date: January 29, 2019 Return Date: February 2, 2019
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend the 30th Annual Major City/County HR Manager's Meeting

Traveler (s) Name: 1. Carmen Douglas 4.
2. 5.
3. 6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [✓]
Private Vehicle [ ] Other (Specify) [ ]

Total (est.) Cost: $2,125.00 Advance Registration Required: $250.00
Department Name: Personnel Fund Name: Merit System
Additional Comments: Airfare - 500.00; Hotel - 975.00; Food - 300.00; Luggage - 100.00; Registration - 250.00

To: Carmen Douglas, Personnel Director
From: Donald L. Mims, Administrator
The above request is app. 1/7/19 reimbursement of actual and necessary expenses in the approximate amount of $2,125.00 and advance registration of $250.00 is authorized.

To be completed by the Finance Department	
Fund Code:	123-51961.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$25,000.00
Approved Requests:	$5,512.48
Budget Available:	$19,487.52
Current Requests:	$2,423.00
Budget Balance:	$17,064.52

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 1/2/2019
cc: Finance Director / Buyer

11-8

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA
JAN - 7 2019

Date: January 3, 2019
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Approval for the following travel:

Destination: Perdido Beach, Orange Beach AL
Departure Date: February 11, 2019 Return Date: February 13, 2019
Conference Leave (Days / Hours): 3 days
Purpose of Travel: To attend the 2019 Alabama Association of Drug Court Professionals Conference

Traveler (s) Name: 1. Shonda Williams 4.
2. 5.
3. 6.

Check Mode of Transportation: County Vehicle [✓] Commercial Air [ ]
Private Vehicle [ ] Other (Specify) [ ]

Total (est.) Cost: $500.00 Advance Registration Required: $50.00
Department Name: Community Corrections Fund Name: Community Corrections
Additional Comments:

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator
The above request is 1/7/19 reimbursement of actual and necessary expenses in the approximate amount of $500.00 and advance registration of $50.00 is authorized.

To be completed by the Finance Department	
Fund Code:	124-52960.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$9,900.00
Approved Requests:	$3,530.00
Budget Available:	$6,370.00
Current Requests:	$500.00
Budget Balance:	$5,870.00

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas
Date: 1/3/2019
cc: Finance Director / Buyer

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 14

AGENDA
JAN - 7 2019

Date: December 28, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Minneapolis, MN
Departure Date: April 29, 2019 Return Date: May 3, 2019
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend CIT Training

Traveler (s) Name: 1. Juan Jerry 4.
2. 5.
3. 6.

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

Total (est.) Cost: $2,700.00 Advance Registration Required: $800.00
Department Name: Montgomery County Sheriff's Office Fund Name: 125-55701.265
Additional Comments: *****EXPENSES WILL BE REIMBURSED THROUGH 2016 MENTAL HEALTH GRANT*****

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator
The above request is app. 1/7/19 reimbursement of actual and necessary expenses in the approximate amount of $2,700.00 and advance registration of $800.00 is authorized.

To be completed by the Finance Department	
Fund Code:	125-55701.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$38,964.00
Approved Requests:	$0.00
Budget Available:	$38,964.00
Current Requests:	$2,700.00
Budget Balance:	$36,264.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 12/31/2018
cc: Finance Director / Buyer

11-10

Revised 2/8/17