

ELTON N. DEAN, SR.
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JILES WILLIAMS, JR.

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR

(334) 832-1210
FAX (334) 832-2533

October 13, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the October 17, 2016
Montgomery County Commission Regular Meeting

We will begin our Information Session on Monday, October 17, 2016, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

We will discuss a possible Special Call Meeting of the Emergency Management Communications District Board on October 24, 2016.

During the Commission meeting, Juvenile Court Administrator Bruce Howell will request approval of a new Contract with The Bridge, Inc., regarding the Davis Treatment Program. Enclosed in your packet is a Davis Treatment Center Quarterly Report issued October 11, 2016.

After the adjournment of our Commission meeting on November 7, 2016, we will be having a reception honoring the service of Commissioners Williams and Hall.

Also, enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' In-House Miscellaneous Appropriations.

1. County Commission Information Session Schedule for October 17, 2016

Waived Rules Items to Consider for October 17, 2016

2. Consider Authorization of Educational Grant Cooperative Agreement with Mid-South Resource Conservation & Development Council, Inc., regarding Montgomery County Sheriff's Office Youth Learning Education and Conservation Program, Sheriff's Office
3. Consider Authorization of Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 6LEL (FY2016 - \$10,000), Sheriff's Office
4. Consider Authorization of Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 6FIL (FY2016 - \$18,676), Sheriff's Office

5. Consider Approval and Acceptance of Grant Award from the U.S. Department of Justice, Office of Justice Programs for the Justice and Mental Health Collaboration Program, Sheriff's Office
6. Consider Authorization of Educational Grant Cooperative Agreement with Mid-South Resource Conservation & Development Council, Inc., regarding Flatwood Park & Community Center, Parks and Recreation Department
7. Consider Authorization of Resolution Congratulating H. Council Trenholm State Technical College for their 50th Anniversary, County Commission
8. Consider Authorization of Resolution Proclaiming the Month of October as Bullying Prevention Month, County Commission

Items to Consider for Monday, November 7, 2016 Montgomery County Commission

Regular Meeting Agenda

9. Consider Authorization of Contract for Housing Juveniles at the Montgomery County Youth Facility for Autauga, Butler, Chilton, Elmore and Monroe Counties and the City of Prattville, Youth Facility
10. Consider Authorization of Contract with The Bridge, Inc., for the Davis Treatment Program, Youth Facility
11. Consider Authorization of Third Amendment to Project Agreement with the State of Alabama, the City of Montgomery, The Industrial Development Board of the City of Montgomery and Hyundai Power Transformers USA, Inc., County Commission
12. Consider Authorization of Agreement for Engineering Services with Goodwyn, Mills & Cawood, Inc., regarding Implementation Cost Estimating Services for Montgomery County ADA Transition Plan, County Commission
13. Consider Authorization of Renewal of Professional Services Contracts for the 2016-2017 E.V.E.N. Program Providers, Community Corrections
14. Consider Authorization of Resolution to Move the November 21, 2016 County Commission Meeting to Fresh Anointing House of Worship, County Commission
15. Consider Authorization of Resolution to Move the December 5, 2016 County Commission Meeting to Eastmont Baptist Church, County Commission
16. Consider Resolution Authorizing the County's Thanksgiving Holiday Observance on Friday, November 25, 2016, County Commission
17. Consider Authorization of Resolution in Support of Proposed Constitutional Amendments 3 and 4, County Commission

18. Consider Authorization of Resolution in Support of Proposed Constitutional Amendment 14, County Commission
19. Consider Authorization of Board Member Appointment to the Policy Committee for the Rural Planning Organization (RPO), County Commission
20. Consider Authorization of Board Member Appointments, Southeast Alabama Emergency Medical Services Council, Inc.
21. Consider Authorization of Board Member Appointment, Pike Road Volunteer Fire Protection Authority
22. Consider Authorization of Amendment Number 2 to Contract with Falls Facility Services, Inc., regarding Janitorial Services, (Contract # 51901-16B-028), Support Services
23. Consider Authorization of Bid Award to North Atlantic Security for Inmate Security, Bid Number 52110-16B-043, Detention Facility
24. Consider Authorization of Budget Change Requests (2) (**Can we place both Budget Changes under one Agenda Item?**)
 - (1) Board of Registrars – Request Number 1
 - (2) Engineering Department – Request Number 1

Personnel Actions

25. Consider Authorization of Hiring an Administrative Support Associate Applicant at their Current Pay Step, Board of Registrars
26. Consider Authorization of Irregular Two-Step Increase for Administrative Support Associate, Pay Grade A03, Step 2 (\$26,534) to Pay Grade A03, Step 4 (\$28,343), Board of Registrars
27. Consider Authorization of Position Fill Request for Corrections Officer Trainee (CO0419)/Corrections Officer (CO0420), Position Number 113, Detention Facility

General Information

28. Copy of Email from Mr. Ken Ward requesting Funding for Capital Improvement Project for Dannelly Elementary School
29. Copy of Letter from Director of Development Kimberly Baker with Valiant Cross Academy requesting Funding for Computer Equipment (**On August 3, 2015, the County Commission approved \$10,000 to the Central Alabama Community Foundation to help fund educational programs for youth who are from economically disadvantaged circumstances within Montgomery County**)

30. Copy of Letter from Co-Founder Lacey Boyd with The Lacey-Boyd New Year's Day Parade requesting Funding in the amount of \$9,000 for the 2017 Parade (**In FY2015 and FY2016, the Commission approved a \$5,000 Budget Change to the Chamber of Commerce each year for this event**)
31. Copy of Letter from Treasurer Ray D. Rawlings with the Montgomery County Historical Society requesting Funding in the Amount of \$24,000 for an Executive Director
32. Copy of Schedule of Upcoming Bids/Contract Renewals for October, November and December 2016
33. Copy of Service of Process Fee (Sheriff Process Fee) Collection for October 2016
34. Copies of Revenue Reports for September 2016 from Tax and Audit Department
35. Copy of Population Report for September 2016 for the Mac Sim Butler Detention Facility
36. Copy of Census and Fiscal Report for September 2016 for Community Corrections

Items to Consider for October 24, 2016 Emergency Management Communications District Board Meeting Agenda

37. Consider Authorization of Agreement and Assignment of Funds with the Alabama Statewide 911 Board regarding the Alabama Next Generation Emergency Network ("AGEN")

If you have any questions, please contact me.

/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
OCTOBER 17, 2016

- 8:00 a.m. Prayer led by Commissioner Williams and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:05 a.m. Juvenile Court Administrator Bruce Howell with the Youth Facility – Presentation regarding Contract for Housing Juveniles at the Montgomery County Youth Facility for Autauga, Butler, Chilton, Elmore and Monroe Counties and the City of Prattville (**Future Agenda Item 9**) and Contract with The Bridge, Inc., for the Davis Treatment Program (**Future Agenda Item 10**)
- 8:10 a.m. Account Director Susan Bryan and Creative Director Camellia Leonard with Stamp Idea Group, LLC – Presentation regarding their work concerning the Self-Governance Referendum
- 8:20 a.m. Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce, Attorney Chris S. Simmons with Rushton, Stakely, Johnston & Garrett, P.A., and Warren Matthews, Attorney for Hyundai Power Transformers – Presentation regarding Third Amendment to Project Agreement with the State of Alabama, the City of Montgomery, The Industrial Development Board of the City of Montgomery and Hyundai Power Transformers USA, Inc. (**Future Agenda Item 11**)
- 8:30 a.m. Mr. Ken Ward – Presentation requesting Funding for Capital Improvement Project for Dannelly Elementary School (**General Information Item 28**)
- 8:40 a.m. Chairman George Noblin and Board Members Brenda Daly and Lee Sellers with the Board of Registrars – Presentation regarding Budget Change Request Number 1 (**Future Agenda Item 24-1**), Hiring an Administrative Support Associate Applicant at their Current Pay Step (**Personnel Action Item 25**) and Irregular Two-Step Increase for Administrative Support Associate, Pay Grade A03, Step 2 (\$26,534) to Pay Grade A03, Step 4 (\$28,343) (**Personnel Action Item 26**)
- 8:45 a.m. Sheriff Derrick Cunningham – Presentation regarding Educational Grant Cooperative Agreement with Mid-South Resource Conservation & Development Council, Inc., regarding Montgomery County Sheriff's Office Youth Learning Education and Conservation Program (**Waived Rules Item 4**), Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 6LEL (FY2016 - \$10,000) (**Waived Rules Item 5**), Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 6FIL (FY2016 - \$18,676) (**Waived Rules Item 5**), Approval and Acceptance of Grant Award from the U.S. Department of Justice, Office of Justice Programs for the Justice and Mental Health Collaboration Program (**Waived Rules Item 6**), Position Fill Request for Corrections Officer Trainee (CO0419)/Corrections Officer (CO0420), Position Number 113 (**Personnel Action Item 27**)
- 8:50 a.m. Director of Risk Management Scott Kramer – Presentation regarding Agreement for Engineering Services with Goodwyn, Mills & Cawood, Inc., regarding Implementation Cost Estimating Services for Montgomery County ADA Transition Plan (**Future Agenda Item 12**)
- 8:55 a.m. Executive Director Paul Brown with Community Corrections - Renewal of Professional Services Contracts for the 2016-2017 E.V.E.N. Program Providers (**Future Agenda Item 13**)
- 9:00 a.m. County Engineer George Speake – Update regarding Engineering Operations and Budget Change Request Number 1 (**Future Agenda Item 24-2**)

INFORMATION SESSION SCHEDULE

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OCTOBER 13, 2016

- 9:10 a.m. Head of School Anthony Brock, Director of Operations Frederick Brock and Director of Development Kimberly Baker with Valiant Cross Academy - Letter from Director of Development Kimberly Baker with Valiant Cross Academy requesting Funding for Computer Equipment **(General Information Item 29)**
- 9:20 a.m. Realtor Frank Thomas with Frank Thomas and Associates, LLC – Presentation regarding Additional Information concerning the Parking Deck at 100 South Perry Street
- 9:30 a.m. Formal Session of County Commission



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

October 5, 2016

MEMORANDUM

To: Mr. Elton Dean, Chair, Montgomery County Commission

From: Derrick Cunningham, Sheriff, Montgomery Co. Sheriff's Office

Subject: RC & D Council Grant

The Montgomery County Sheriff's Office has been awarded \$5,930.00 from the Mid-South RC & D Council, we are requesting your approval of the Educational Grant Cooperative Agreement.

The contract is between the Mid-South RC & D Council and the Montgomery County Sheriff's Office herein referred to in the attached document as "Council" and the Montgomery County Sheriff's Office, referred to in the attached document as "Grantee".

I am requesting that this item be placed on the agenda of the October 17, 2016 meeting for approval and signature of the Chair of the County Commission.

Should you have any questions or require additional information, I can be reached at 832-1660 or 313-7216. I thank you in advance for your attention to this matter.

DC/rw

encls.

cc: Regina Walker: Grant Manager

2016 OCT -6 PM 4:37

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September 29, 2016

TO: Montgomery County Sheriff's Office
Regina Walker
Grant Manager
Montgomery County

From: James Chambliss
Chairman

REF: **Project Award**

Your project "**2017 MCSO Youth Learning Education and Conservation Program**" has been chosen to receive a grant from the Mid-South Resource Conservation and Development Council in the amount of **\$5,930.00**. The funds were approved to be used for services/supplies as outlined in the budget. *(This grant will not fund food, rent, apparel, travel/mileage or salaries)*

Enclosed is a **Educational Grant/Cooperative Agreement**. Please read the agreement carefully, sign and return to our office.

If the terms of the agreements are not met, Mid-South RC&D Council reserves the right to terminate the grant. Payment will be issued upon completion of the project and our approval of the final report. **The project must be completed and the documentation required requesting the funds must be submitted on or before July 17, 2017.**

Should you have any questions or need additional information regarding the grant, you may contact email at midsouthprogrammanager@gmail.com.



EDUCATIONAL Grant Cooperative Agreement

This Agreement is made and entered into on September 29, 2016 by and between the Mid-South Resource Conservation & Development Council, Inc. (hereinafter called the "Council"), and **Montgomery County Sheriff's Office** hereinafter called the "Grantee").

The Purpose of this agreement is to implement the project as described in the attached application or proposal entitled **MCSO Youth Learning education and Conservation Program..**

The Council and the Grantee deem it mutually advantageous to cooperate in this project, and hereby agree as follows.

1. The Council Agrees:
 - I. To provide \$ 5,930.00 after the execution of this agreement and when the funds become available. No funds will be available until after October 1, 2016 for the above-mentioned project, contingent on funding. Funds are subject to availability based on quarterly appropriations, and are subject to proration if ordered by the State Finance Director.
 - II. To provide other assistance in planning and implementation as requested, needed, available, and agreed to by the Council.
 - III. **Payment of grant funds will be made on a reimbursement basis after all items listed from A-G are completed and reported.**
2. The Grantee Agrees:

To use the funds only on a project that will have public benefits.

 - I. Document the total value of the project in the final report.
 - II. Operate and maintain the project with local resources.
 - III. Allow pre-arranged public tours of the project.
 - IV. Comply with all provisions of the Federal Civil Rights laws and regulations including the displaying of all posters required by Federal Law.
 - V. To spend grant funds only on items included and approved in the project proposal.
 - VI. **Sign & document:**

- a. To return this signed **COOPERATIVE AGREEMENT WITHIN 45 DAYS. IF WE DO NOT RECEIVE THIS SIGNED AGREEMENT BACK WITHIN THIS TIME PERIOD WE WILL CONSIDER IT VOID AND REALLOCATE THE FUNDS.**
- b. Submit a one page final completion report, including copies of all invoices and evidence of payment (paid receipts & cleared checks).
- c. Explain the total "value of the project" in monetary terms in the final report.
- d. Provide electronic pictures and documentation.
- e. Notify the RC&D office when the project is ready for pictures 2 weeks prior if possible with elected officials & participants.
- f. Give credit to the Mid-South RC&D Council on press releases & publications.
- g. Call or contact the Program Manager- Pam Hughes or Executive Director- Becky Wood @ 334-356-1855 or email to- midsouthprogrammanager@gmail.com with questions relative to spending funds.

VII. All funding will be distributed on a reimbursement basis. Please note Mid-South RC&D will not reimburse for rent, food, apparel, travel/mileage, drinks or salaries.

VIII. Complete the project and have the appropriate documentation in our office on or before **July 17, 2017**. If your project is fully completed according to the identified budget / deliverables and funds are remaining (due to getting items completed under budget) these funds may be moved to another budget item with **PRIOR APPROVAL** from RC&D and a budget revision....otherwise all unused funds must be returned to the Mid-South RC&D Council.

IX. Project funds will be LOST OR RE-ALLOCATED IF THE PROJECT BUDGET ITEMS/DELIVERABLES IDENTIFIED IN THE ORIGINAL APPROVED PROJECT ARE NOT FULLY COMPLETED BY JULY 17, 2017. If you will be unable to complete your project by July 17, 2017, please notify Pam Hughes@ 334-356-1855 as soon as possible. **This should be a rare occurrence!** Grantees who have not started or made significant progress on their grant project by July 1, 2017 are SUBJECT TO REVOCATION OF ALL FUNDS.

Grantees who are not able to utilize the grant funds by June 30, 2017 AND DID NOT NOTIFY Mid-South RC&D Council BY JULY 3, 2017 will not only lose the funds but, may also forfeit their right to participate in future grant programs. THIS IS NEW AND OUT OF OUR CONTROL...REPEAT.....IF YOUR PROJECT IS NOT FULLY COMPLETED ACCORDING TO THE BUDGET/DELIVERABLES IN THE PROPOSAL, YOU WILL LOSE THE ENTIRE GRANT AMOUNT. WE WILL NOT BE ABLE TO PARTIALLY PAY FOR WHAT YOU MAY HAVE ALREADY SPENT IF THE DELIVERABLES ARE NOT FULLY COMPLETED!!!!!!!!!!

- X. Notify the Council before starting the project. Send Project updates on the scheduled days below:
- XI. December 15, 2017
- XII. March 17, 2017
- Update- June 30, 2017**
- Final Report and everything on the Project Completion Checklist Due by July 17, 2017**
- XIII. Give the Local RC&D Council, State of Alabama Public Examiners or its authorized representatives, access to and right to examine all records, books, papers or documents related to this agreement for up to three years after the last grant funds are expended.
- XIV. Provide the Mid-South RC&D Council with a Federal Tax ID number _____.

3. It is mutually agreed:

- I. This agreement shall become effective on the date appearing in the first paragraph
- II. The amount granted is **\$5,930.00.**
- III. This agreement may be revised upon mutual consent of both parties.
- IV. The Council may take appropriate action to ensure compliance with the terms of this agreement, which may include termination, suspension, or other remedies deemed necessary.
- V. By signing this agreement you are authorizing Mid-South RC&D Council to use your photos on social media sites and other printed publications. If children are in the photos it is your responsibility to hold and maintain a media release.

Signatures

Mid-South RC&D Council

Date

Responsible party

Date

By signing this agreement the recipient assures the Mid-South RC&D Council, Inc. that the program or activities provided for under this agreement will be conducted in compliance with all allocable Federal Civil Rights laws, rules, regulations, and policies. "All programs and assistance of the RC&D Council are available without regard to race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. RC&D is an equal opportunity provider and employer."

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DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

October 6, 2016

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Sheriff Derrick Cunningham *DC*
Montgomery County Sheriff's Office

SUBJECT: Homeland Security Grant
6LEL Grant - \$10,000

I am requesting that the County Commission approve the above-mentioned Cooperative Grant Agreement at the October 17th Commission meeting. After the grant is approved, please have Chairman Dean sign the agreements. Please return both of the original signed copies to Regina Walker, Grant Manager. .

If you have any questions, please do not hesitate to contact me, 832-1660 or 313-7216.

DC/rw

encls.



ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 / P.O. BOX 304115 / MONTGOMERY, AL 36130-4115
PHONE 334.517.2800 / ALEA.GOV

ROBERT BENTLEY
GOVERNOR

STAN STABLER
SECRETARY

KEVIN WRIGHT
DEPUTY SECRETARY

October 3, 2016

Sheriff Derrick Cunningham
Montgomery Sheriff Department
PO Box 4219
Montgomery, Alabama 36103-4219

Dear Sheriff Cunningham:

This letter is notification that the Montgomery City Police Department AMAS Team has been awarded an allocation from the Alabama Law Enforcement Agency (ALEA) under the FY2016 Homeland Security Grant Program. Allocations made under this grant program is for the purpose of conducting exercises, receiving training or the purchase of equipment and services for the department.

Enclosed are two (2) original copies of the Cooperative Grant Agreement for the HS POC office and two (2) copies of the Budget Detail Worksheet. Please submit one (1) signed copy of the Cooperative Grant Agreement and Budget Detail Worksheet to the following address: **ALEA, Homeland Security, Attn: Sharri Miller, PO Box 304115, Montgomery, Alabama 36103**

Submission of the Cooperative Grant Agreement and Budget Detail Worksheet it is agreed that the Sub-Grantee and Sub-Recipient will adhere to all certifications and regulations set in the agreement. The grant start date is December 1, 2016 and end date is June 30, 2018.

All AMAS teams that receive allocation under Homeland Security Grant Program are required to submit quarterly reporting and any administrative required documentation through the Homeland Security Point of Contact office. If there any questions concerning the allocation please contact Sharri Miller at (334) 353-1094 or email at sharri.miller@alea.alabama.gov.

Sincerely,

A handwritten signature in blue ink that reads "Shirrell Roberts". The signature is written in a cursive, flowing style.

Shirrell Roberts
Director, Homeland Security

CC: AMAS Team Leader
Darrand Cleckler, AEMA

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

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2016	4. Amount of: Federal: \$10,000.00 Total: \$10,000.00	5. Effective Dates Begin: 12/1/2016 End: 6/30/2018	6. Award Number: 6LEL

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

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

14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The 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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**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

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

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 Administrative 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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D.C.

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

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient 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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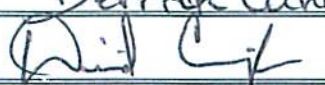
**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

- 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.

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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 South Perry St. 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: 10/6/16

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:	
Title:	
Agency Address:	
Phone Number:	
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:	Stan Stabler
Title:	Secretary, Alabama Law Enforcement Agency
Signature:	 Date: 10/3/2016 3-10

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**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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**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 --

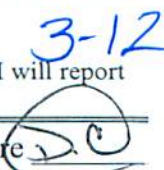
The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (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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ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

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

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

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire 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:

Title:

Signature:

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DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

October 6, 2016

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Sheriff Derrick Cunningham *DC*
Montgomery County Sheriff's Office

SUBJECT: Homeland Security Grant
6FIL Grant - \$18,676

I am requesting that the County Commission approve the above-mentioned Cooperative Grant Agreement at the October 17th Commission meeting. After the grant is approved, please have Chairman Dean sign the agreements. Please return both of the original signed copies to Regina Walker, Grant Manager. .

If you have any questions, please do not hesitate to contact me, 832-1660 or 313-7216.

DC/rw

encls.



ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 / P.O. BOX 304115 / MONTGOMERY, AL 36130-4115
PHONE 334.517.2800 / ALEA.GOV

ROBERT BENTLEY
GOVERNOR

STAN STABLER
SECRETARY

KEVIN WRIGHT
DEPUTY SECRETARY

October 3, 2016

Sheriff Derrick Cunningham
Montgomery Sheriff Department
PO Box 4219
Montgomery, Alabama 36103-4219

Dear Sheriff Cunningham:

This letter is notification that the Montgomery Fire Department AMAS Team has been awarded an allocation from the Alabama Law Enforcement Agency (ALEA) under the FY2016 Homeland Security Grant Program. Allocations made under this grant program is for the purpose of conducting exercises, receiving training or the purchase of equipment and services for the department.

Enclosed are two (2) original copies of the Cooperative Grant Agreement for the HS POC office and two (2) copies of the Budget Detail Worksheet. The Budget Detail Worksheet is color code to represent the funding categories under the AMAS system. Green represents population category, yellow represents the priority one category and the red represents USAR category. Please submit one (1) signed copy of the Cooperative Grant Agreement and Budget Detail Worksheet to the following address: **ALEA, Homeland Security, Attn: Sharri Miller, PO Box 304115, Montgomery, Alabama 36103**

Submission of the Cooperative Grant Agreement and Budget Detail Worksheet it is agreed that the Sub-Grantee and Sub-Recipient will adhere to all certifications and regulations set in the agreement. The grant start date is December 1, 2016 and end date is June 30, 2018.

All AMAS teams that receive allocation under Homeland Security Grant Program are required to submit quarterly reporting and any administrative required documentation through the Homeland Security Point of Contact office. If there any questions concerning the allocation please contact Sharri Miller at (334) 353-1094 or email at sharri.miller@alea.alabama.gov.

Sincerely,

A handwritten signature in blue ink that reads "Shirrell Roberts".

Shirrell Roberts
Director, Homeland Security

CC: AMAS Team Leader
Darrand Cleckler, AEMA

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

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2016	4. Amount of: Federal: \$18,676.00 Total: \$18,676.00	5. Effective Dates Begin: 12/1/2016 End: 6/30/2018	6. Award Number: 6FIL

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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**COOPERATIVE AGREEMENT
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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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**COOPERATIVE AGREEMENT
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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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**COOPERATIVE AGREEMENT
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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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**COOPERATIVE AGREEMENT
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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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**COOPERATIVE AGREEMENT
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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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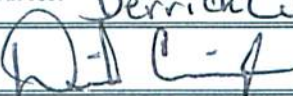
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- b. Budget detail worksheets will document program expenses as prescribed in other sections of the Homeland Security Grant Program guidance. Budget detail worksheets will be prepared and provided to ALEA for approval in advance of spending in order 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.

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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 South Perry St 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: 10/6/16

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:	
Title:	
Agency Address:	
Phone Number:	
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:	Stan Stabler
Title:	Secretary, Alabama Law Enforcement Agency
Signature:	 Date: 10/3/2016 4-10

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

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

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

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

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

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

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

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

Initial Here 4-12
10.0

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:

Title:

4-13

Signature:

Initial Here

D.C.

**Alabama Homeland Security Program
FY 2016 Budget Detail Worksheet**

County: Montgomery
 Agency: Montgomery Fire Dept.
 Grant: 6FIL
 Date: August 17, 2016

Budget # : 1

HS POC: _____

Signature

Category must be one of the following: Personal Protective Equipment (PPE), CBRNE Search and Rescue (SAR), Information Technology (IT), Cyber Security (SC), Interoperable Communications (Int. Op), Physical Security (PS), Terrorism Prevention (TP), Power Equipment (PE) CBRNE Logistical Support (LS), Medical Supplies and Pharmaceuticals (MED), CBRNE Response Vehicles (VEH), CBRNE Reference Materials (REF), CBRNE Detection (DET), Decon (DECON), Explosive Device Mitigation & Remediation (EDM), Agricultural Terrorism PR & M (AG), CBRNE Response Watercraft (Water), CBRNE Aviation (Air), Intervention Equipment (IE), Other Authorized Equipment (OAE), Inspection & Screening Systems (I&S)

Discipline Abbreviations: LE-Law Enforcement, EMS-Emergency Medical Services, EMA-Emergency Management, FS-Fire Services, HZ-HAZMAT, PW-Public Works, PH-Public Health, GA-Governmental Administrative, PSC-Public Safety Communications, HC-Health Care

CATEGORY	AEL Ref #	ITEM	COST EACH	QUANTITY	TOTAL	DISCIPLINE	AGENCY
PPE	01VT-01-ENSM	Kappler 300 Level B	\$48.05	20	\$961.00	FS	Montgomery Fire Department
PPE	01VT-01-ENSM	Kappler 500 Level A	\$900.00	3	\$2,700.00	FS	Montgomery Fire Department
DET	07ZZ-00-NCBR	Pro Strip Bio warfare detection	\$73.50	10	\$735.00	FS	Montgomery Fire Department
OAE	21GN-00-TRNG	Haz-Mat Incident Command	\$750.00	6	\$4,500.00	FS	Montgomery Fire Department
OAE	21GN-00-TRNG	Wilderness I / II Class	\$295.00	8	\$2,360.00	FS	Montgomery Fire Department
OAE	21GN-00-TRNG	Trench I / II Class	\$295.00	8	\$2,360.00	FS	Montgomery Fire Department
OAE	21GN-00-TRNG	Confined Space Class	\$295.00	8	\$2,360.00	FS	Montgomery Fire Department
OAE	21GN-00-TRNG	Rope II Class	\$200.00	6	\$1,200.00	FS	Montgomery Fire Department
OAE	21GN-00-TRNG	Haz-Mat Incident Command	\$750.00	2	\$1,500.00	FS	Montgomery Fire Department
Grand Total					\$18,676.00		

* Any changes to the budget requires submission of a new budget worksheet outlining the requested changes. The new budget must be attached to Project Revision form. Any changes to the budget and project requires formal approval from ALEA.

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**Alabama Homeland Security Program
FY 2016 Budget Detail Worksheet**

County: Montgomery

Budget # : 1

Agency: Montgomery Fire Dept.

Grant: 6FIL

HS POC: _____

Date: August 17, 2016

Signature _____

Category must be one of the following: Personal Protective Equipment (PPE), CBRNE Search and Rescue (SAR), Information Technology (IT), Cyber Security (SC), Interoperable Communications (Int. Op), Physical Security (PS), Terrorism Prevention (TP), Power Equipment (PE) CBRNE Logistical Support (LS), Medical Supplies and Pharmaceuticals (MED), CBRNE Response Vehicles (VEH), CBRNE Reference Materials (REF), CBRNE Detection (DET), Decon (DECON), Explosive Device Mitigation & Remediation (EDM), Agricultural Terrorism PR & M (AG), CBRNE Response Watercraft (Water), CBRNE Aviation (Air), Intervention Equipment (IE), Other Authorized Equipment (OAE), Inspection & Screening Systems (I&S)

Discipline Abbreviations: LE-Law Enforcement, EMS-Emergency Medical Services, EMA-Emergency Management, FS-Fire Services, HZ-HAZMAT, PW-Public Works, PH-Public Health, GA-Governmental Administrative, PSC-Public Safety Communications, HC-Health Care

CATEGORY	AEL Ref #	ITEM	COST EACH	QUANTITY	TOTAL	DISCIPLINE	AGENCY
PPE	01VT-01-ENSM	Kappler 300 Level B	\$48.05	20	\$961.00	FS	Montgomery Fire Department
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Grand Total					\$18,676.00		

* Any changes to the budget requires submission of a new budget worksheet outlining the requested changes. The new budget must be attached to Project Revision form. Any changes to the budget and project requires formal approval from ALEA.

7-15



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

October 11, 2016

MEMORANDUM

To: Elton Dean, Chair, Montgomery County Commission
From: Regina Walker, Grant Manager
Montgomery County Sheriff's Office
Subject: Acceptance of the Department of Justice, Justice and Mental Health Grant

The Montgomery County Sheriff's Office has been awarded a Justice and Mental Health Grant from the U. S. Department of Justice, Office of Justice Programs. We are requesting your approval and acceptance of this grant in the amount of \$175,926 with a \$36,000 (in-kind match) and the terms and special conditions, (please see attached award document). I am requesting that this item be placed on the agenda for the October 17th meeting for approval and signature of the Chair of the County Commission.

Should you have any questions or require additional information, please contact me, at 832-1660 or 313-7216. I thank you for your attention to this matter.

RW/dc

encls.

cc: Derrick Cunningham, Sheriff

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

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH McDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

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U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 29, 2016

Chairman Elton N. Dean Sr.
Montgomery County Commission
100 South Lawrence Street
P.O. Box 1667
Montgomery, AL 36104

Dear Chairman Dean:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Justice and Mental Health Collaboration Program: Planning and Implementation in the amount of \$139,926 for Montgomery County Commission.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Veronica Munson, Program Manager at (202) 514-7710; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, reading "Karol V. Mason".

Karol Virginia Mason
Assistant Attorney General

Enclosures

5-2



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs
U.S. Department of Justice
810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 29, 2016

Chairman Elton N. Dean Sr.
Montgomery County Commission
100 South Lawrence Street
P.O. Box 1667
Montgomery, AL 36104

Dear Chairman Dean:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 10

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Montgomery County Commission 100 South Lawrence Street P.O. Box 1667 Montgomery, AL 36104		4. AWARD NUMBER: 2016-MO-BX-0019	
		5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2019 BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2019	
		6. AWARD DATE 09/29/2016	7. ACTION Initial
2a. GRANTEE IRS/VENDOR NO. 636001655		8. SUPPLEMENT NUMBER 00	
2b. GRANTEE DUNS NO. 099839086	9. PREVIOUS AWARD AMOUNT \$ 0		
3. PROJECT TITLE Urgent Care Psychiatric Center and Crisis Intervention Training Project		10. AMOUNT OF THIS AWARD \$ 139,926	
		11. TOTAL AWARD \$ 139,926	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(BJA - JMHCP) 42 USC 3797aa			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.745 - Criminal and Juvenile Justice and Mental Health Collaboration Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Elton N. Dean Commission Chairman	
17. SIGNATURE OF APPROVING OFFICIAL <i>Karol V. Mason</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B MO 80 00 00 139926		21. RMOUGT1731	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 2 OF 10

PROJECT NUMBER 2016-MO-BX-0019

AWARD DATE 09/29/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 3 OF 10

PROJECT NUMBER 2016-MO-BX-0019

AWARD DATE 09/29/2016

SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 4 OF 10

PROJECT NUMBER 2016-MO-BX-0019

AWARD DATE 09/29/2016

SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

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13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



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SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

24. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2016-MO-BX-0019 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

25. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.



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26. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
27. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
28. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
29. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
30. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
31. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

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PROJECT NUMBER 2016-MO-BX-0019

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SPECIAL CONDITIONS

32. The grant recipient agrees to complete and submit to BJA a copy of the Justice and Mental Health Collaboration Program (JMHC) Planning and Implementation Guide within 6 months from the project period start date. BJA will provide the grant recipient with instructions and assistance on how to complete the JMHC Planning and Implementation Guide. Once BJA has received and approved the grant recipient's completed JMHC Planning and Implementation Guide, BJA will notify the grant recipient to begin the project's implementation phase.
33. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
34. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
35. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
36. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$15,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
37. Withholding - Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down funds under this award until-- (1) OJP determines that the recipient's Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2015, and (2) OJP issues a Grant Adjustment Notice (GAN) to modify or remove this special condition.

Once both the POC and all FPOCs have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of a GAN to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for Montgomery County Commission

The primary purpose of Justice and Mental Health Collaboration Program (JMHP) is to increase public safety by facilitating collaboration among the criminal justice, juvenile justice, and mental health and substance abuse treatment systems to increase access to mental health and other treatment services for those individuals with mental illness or co-occurring mental health and substance use disorders. Jurisdictions are eligible to apply for collaborative county approach, planning and implementation, or implementation and expansion funding through JMHP.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

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U.S. Department of Justice
Office of Justice Programs
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**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2016-MO-BX-0019

PAGE 1 OF 1

This project is supported under FY16(BJA - JMHCP) 42 USC 3797aa

1. STAFF CONTACT (Name & telephone number)

Veronica Munson
(202) 514-7710

2. PROJECT DIRECTOR (Name, address & telephone number)

Regina Walker
Executive Director
115 South Perry Street
Montgomery, AL 36104
(334) 832-1660

3a. TITLE OF THE PROGRAM

BJA FY 16 Justice and Mental Health Collaboration Program: Planning and Implementation

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

Urgent Care Psychiatric Center and Crisis Intervention Training Project

5. NAME & ADDRESS OF GRANTEE

Montgomery County Commission
100 South Lawrence Street P.O. Box 1667
Montgomery, AL 36104

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2016 TO: 09/30/2019

8. BUDGET PERIOD

FROM: 10/01/2016 TO: 09/30/2019

9. AMOUNT OF AWARD

\$ 139,926

10. DATE OF AWARD

09/29/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Bureau of Justice Assistance's (BJA) Justice and Mental Health Collaboration Program (JMHCP) is funded through the Mentally Ill Offender Treatment and Crime Reduction Act of 2004 (Public Law 108-414), which was reauthorized in 2008 (Public Law 110-416). The primary purpose of JMHCP is to increase public safety by facilitating collaboration among the criminal justice, juvenile justice, and mental health and substance abuse treatment systems to increase access to mental health and other treatment services for those individuals with mental illness or co-occurring mental health and substance use disorders. Jurisdictions eligible to apply for this program were limited to states, units of local government, federally recognized Indian tribes (as determined by the Secretary of the Interior), and tribal organizations.

Planning and implementation grant standard project description language: The grant recipient will use the planning and implementation grant funds to complete an already-initiated collaboration plan for their criminal justice and mental health collaboration, and then begin implementation of the plan during the project period.

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Grant funds may be used to support law enforcement response programs including mental health courts, pretrial services, and diversion/alternative prosecution and sentencing programs. Funds may also be used for treatment accountability services, specialized training for justice and treatment professionals as well as corrections/community corrections, transitional, and reentry services to create or expand mental illnesses or co-occurring mental health and substance abuse disorders support services; and non-treatment recovery support services coordination and delivery. These services may also include case management, housing placement, job training, education, primary and mental health care, and family supportive services. CA/NCF

October 13, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen *fmc*
Deputy Administrator

SUBJECT: Mid-South RC&D Council Educational Grant Cooperative Agreement

The attached Mid-South RC&D Council General Grant/Cooperative Agreement in the amount of \$10,400 for outdoor exercise equipment for Flatwood Park and Community Center was received on October 3, 2016.

I am requesting that the County Commission waive rules and approve the Agreement at its meeting on October 17, 2016, to ensure receipt of the funds and to expedite completion of the project.

Attachment



EDUCATIONAL Grant Cooperative Agreement

This Agreement is made and entered into on September 29, 2016 by and between the Mid-South Resource Conservation & Development Council, Inc. (hereinafter called the "Council"), and **Montgomery County Commission** hereinafter called the "Grantee").

The Purpose of this agreement is to implement the project as described in the attached application or proposal entitled **Flatwood Park & Community Center, James Williams-Parks and Recreation Superintendent**.

The Council and the Grantee deem it mutually advantageous to cooperate in this project, and hereby agree as follows.

1. The Council Agrees:

- I. To provide \$10,400.00 after the execution of this agreement and when the funds become available. No funds will be available until after October 1, 2016 for the above-mentioned project, contingent on funding. Funds are subject to availability based on quarterly appropriations, and are subject to proration if ordered by the State Finance Director.
- II. To provide other assistance in planning and implementation as requested, needed, available, and agreed to by the Council.
- III. **Payment of grant funds will be made on a reimbursement basis after all items listed from A-G are completed and reported.**

2. The Grantee Agrees:

To use the funds only on a project that will have public benefits.

- I. Document the total value of the project in the final report.
- II. Operate and maintain the project with local resources.
- III. Allow pre-arranged public tours of the project.
- IV. Comply with all provisions of the Federal Civil Rights laws and regulations including the displaying of all posters required by Federal Law.
- V. To spend grant funds only on items included and approved in the project proposal.
- VI. **Sign & document:**

- a. To return this signed **COOPERATIVE AGREEMENT WITHIN 45 DAYS. IF WE DO NOT RECEIVE THIS SIGNED AGREEMENT BACK WITHIN THIS TIME PERIOD WE WILL CONSIDER IT VOID AND REALLOCATE THE FUNDS.**
- b. Submit a one page final completion report, including copies of all invoices and evidence of payment (paid receipts & cleared checks).
- c. Explain the total "value of the project" in monetary terms in the final report.
- d. Provide electronic pictures and documentation.
- e. Notify the RC&D office when the project is ready for pictures 2 weeks prior if possible with elected officials & participants.
- f. Give credit to the Mid-South RC&D Council on press releases & publications.
- g. Call or contact the Program Manager- Pam Hughes or Executive Director- Becky Wood @ 334-356-1855 or email to- midsouthprogrammanager@gmail.com with questions relative to spending funds.

VII. All funding will be distributed on a reimbursement basis. Please note Mid-South RC&D will not reimburse for rent, food, apparel, travel/mileage, drinks or salaries.

VIII. Complete the project and have the appropriate documentation in our office on or before **July 17, 2017**. If your project is fully completed according to the identified budget / deliverables and funds are remaining (due to getting items completed under budget) these funds may be moved to another budget item with **PRIOR APPROVAL** from RC&D and a budget revision....otherwise all unused funds must be returned to the Mid-South RC&D Council.

IX. Project funds will be LOST OR RE-ALLOCATED IF THE PROJECT BUDGET ITEMS/DELIVERABLES IDENTIFIED IN THE ORIGINAL APPROVED PROJECT ARE NOT FULLY COMPLETED BY JULY 17, 2017. If you will be unable to complete your project by July 17, 2017, please notify Pam Hughes@ 334-356-1855 as soon as possible. **This should be a rare occurrence!** Grantees who have not started or made significant progress on their grant project by July 1, 2017 are SUBJECT TO REVOCATION OF ALL FUNDS.

Grantees who are not able to utilize the grant funds by June 30, 2017 AND DID NOT NOTIFY Mid-South RC&D Council BY JULY 3, 2017 will not only lose the funds but, may also forfeit their right to participate in future grant programs. THIS IS NEW AND OUT OF OUR CONTROL...REPEAT.....IF YOUR PROJECT IS NOT FULLY COMPLETED ACCORDING TO THE BUDGET/DELIVERABLES IN THE PROPOSAL, YOU WILL LOSE THE ENTIRE GRANT AMOUNT. WE WILL NOT BE ABLE TO PARTIALLY PAY FOR WHAT YOU MAY HAVE ALREADY SPENT IF THE DELIVERABLES ARE NOT FULLY COMPLETED!!!!!!!!!!

- X. Notify the Council before starting the project. Send Project updates on the scheduled days below:
- XI. December 15, 2017
- XII. March 17, 2017
- Update- June 30, 2017**
- Final Report and everything on the Project Completion Checklist Due by July 17, 2017**
- XIII. Give the Local RC&D Council, State of Alabama Public Examiners or its authorized representatives, access to and right to examine all records, books, papers or documents related to this agreement for up to three years after the last grant funds are expended.
- XIV. Provide the Mid-South RC&D Council with a Federal Tax ID number_____.

3. It is mutually agreed:

- I. This agreement shall become effective on the date appearing in the first paragraph
- II. The amount granted is **\$10,400.00.**
- III. This agreement may be revised upon mutual consent of both parties.
- IV. The Council may take appropriate action to ensure compliance with the terms of this agreement, which may include termination, suspension, or other remedies deemed necessary.
- V. By signing this agreement you are authorizing Mid-South RC&D Council to use your photos on social media sites and other printed publications. If children are in the photos it is your responsibility to hold and maintain a media release.

Signatures

Mid-South RC&D Council

Date

Responsible party

Date

By signing this agreement the recipient assures the Mid-South RC&D Council, Inc. that the program or activities provided for under this agreement will be conducted in compliance with all allocable Federal Civil Rights laws, rules, regulations, and policies. "All programs and assistance of the RC&D Council are available without regard to race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. RC&D is an equal opportunity provider and employer."

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

MEMORANDUM

October 11, 2016

To: County Commission

From: DiDi Henry 
Public Affairs Director

RE: Request for Waive Rules – Resolution for Trenholm State Technical College

Commissioner Jiles Williams, Jr. has requested that a resolution be presented to Trenholm State Technical College to commemorate the school's 50th anniversary celebration on October 20th. I am requesting that the Commission waive rules and add this to the October 17, 2016 agenda. Thank you.

Montgomery County Commission

A County Older Than The State



Established 1816
Montgomery, Alabama

Resolution

WHEREAS, H. Councill Trenholm State Technical College was one of several public postsecondary occupational education institutions authorized by the Alabama State Legislature on May 3, 1963; and

WHEREAS, construction on the 35-acre site, located at 1225 Air Base Boulevard, began August 19, 1965, and was completed August 8, 1966, at a cost of approximately \$1.2 million. The physical plant was initially comprised of an administration building and four shop buildings and

WHEREAS, the College was named for the late Dr. Harper Councill Trenholm, a past president of the neighboring Alabama State University; and

WHEREAS, Trenholm State Technical College opened its doors in August 1966 and continue to grow through the years; and

WHEREAS, on April 27, 2000, the Alabama State Board of Education, upon the recommendation of the Chancellor of Postsecondary Education, approved a merger between H. Councill Trenholm State Technical College and John M. Patterson State Technical College; and

WHEREAS, on April 26, 2001, the Alabama State Board of Education voted to name the newly created entity H. Councill Trenholm State Technical College. The College maintains two campuses: the Patterson Campus and the Trenholm Campus; and

WHEREAS, both campuses of H. Councill Trenholm State Community College are presently accredited independently by The Accrediting Commission of The Council on Occupational Education; and

WHEREAS, today, Trenholm has approximately 1,600 students representing Montgomery, Lowndes, Elmore, Autauga, Macon and Bullock Counties and pursuing 28 associate degree programs; and

WHEREAS, the mission of the school is to provide accessible educational opportunities, including credit and non-credit courses and certificates, for career preparation, advancement, and life-long learning as well as to promote economic growth and enhance the quality of life for residents of Central Alabama; and

WHEREAS, H. Councill Trenholm State Technical College is celebrating its 50th anniversary of distinguished service to the community,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby extend congratulations to H. Councill Trenholm State Technical College for their 50th anniversary and commend them for providing excellence in educational opportunities for students throughout the River Region.

We hereby certify that the above Resolution was
adopted by the Montgomery County Commission
on this, the 17th day of October, 2016.

7-2



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

MEMORANDUM

October 5, 2016

To: Montgomery County Commission

From: DiDi Henry, public affairs director

A handwritten signature in black ink, appearing to be "DH", is written over the name "DiDi Henry".

RE: Request for Waived Rules Item- Resolution for Bullying Prevention Month in October

The River Region ROCK (Respect Others. Create Kindness) Task Force has requested a resolution from the Commission proclaiming the month of October as ***Bullying Prevention Month***. Because of the time constraints, I am asking that the Commission waive rules and allow this item to be placed on the October 17, 2016 agenda.

Thank you for your consideration.

Montgomery County Commission

A County Older Than The State



Established 1816
Montgomery, Alabama

Resolution

WHEREAS; bullying is defined as unwanted, aggressive behavior that involves a real or perceived power imbalance, which takes place more than once or in a pattern; and

WHEREAS, bullying includes teasing, name calling, taunting, threatening to cause harm, leaving someone out on purpose, spreading rumors, embarrassing someone in public, hitting, kicking, pinching, tripping or pushing, and/or breaking or stealing someone's things; and

WHEREAS, between one and four U.S. students say they have been bullied at some point in school; and

WHEREAS, cyberbullying, or bullying that takes place online, via social media or other electronic communications, impacts 20% or more of middle school students; and

WHEREAS, in recent years, the connection between bullying and suicide has become more evident as bullying victims have taken their own lives in order to escape being further victimized; and

WHEREAS, bullying victims are between two to nine times more likely to consider suicide than non-victims, according to studies at Yale University; and

WHEREAS, in 2011, Montgomery Public Schools, the Stamp Idea Group, and the Family Sunshine Center came together to develop a plan to raise awareness about bullying within the Montgomery Public Schools system, other schools in the River Region and in the community in general; and

WHEREAS, on October 12, 2011, members of the ROCK Steering Committee kicked off the beginning of a ROCK public awareness campaign, the start of a community-wide effort to teach River Region children and youth the value of respecting others and creating kindness; and

WHEREAS, in June 2013, the ROCK Steering Committee established a task force made up of more than 60 school- and community-based, governmental and faith community representatives whose mission is to end bullying behavior and promote acts of kindness among elementary and middle school children and youth; and

WHEREAS, October is the time set aside nationally to raise awareness about and promote prevention of bullying;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby proclaim the month of October as ***Bullying Prevention Month*** in Montgomery County, and encourages citizens thereof to promote kindness and respect in their homes, schools, neighborhoods and communities.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 17th day of October, 2016.

8-2

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator 
Date: October 11, 2016
Re: Autauga, Butler, Chilton, Elmore and Monroe
Counties and the City of Prattville Detention Bed
Contracts

Please place the attached Autauga, Butler, Chilton, Elmore and Monroe Counties' and the City of Prattville contracts on the October 17th County Commission working agenda. These contracts are for Autauga, Butler, Chilton, Elmore and Monroe counties and the City of Prattville to house juveniles in our facility from their respective counties/city.

Thank you for your consideration in this matter.

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and;

WHEREAS, **Autauga County**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Autauga County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee a **second** bed to **Autauga County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. **Autauga County** will pay to Montgomery County the sum of \$20,000.00 for the second guaranteed bed. Payments of \$5,000.00 are to be made at the beginning of each quarter (October, January, April, and July). **Autauga County** will be guaranteed a third bed in the amount of \$15,000. Payments of \$3,750 are to be made at the beginning of each quarter (October, January, April, and July).
4. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Autauga County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Autauga County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
5. **Autauga County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
6. Montgomery County covenants and agrees to contact the duly authorized representative of **Autauga County** in the event that any extraordinary circumstances occur in the

- housing of the juvenile. The duly authorized representative of **Autauga County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
7. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Autauga County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
 8. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Autauga County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Autauga County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
 9. All juveniles housed at the Youth Facility and forwarded by **Autauga County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Autauga County** is to contact the Youth Facility prior to presenting a juvenile for detention.
 10. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
 11. **Autauga County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Autauga County**, and they shall assume responsibility for payment to the provider of said services.
 12. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility

Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **Autauga County** will report all suspicion of sexual abuse or sexual harassment immediately.

13. If any dispute arises between **Autauga County** and Montgomery County, then said **Autauga County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
14. This contract shall be for a period of three years except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Autauga County** has caused this instrument to be executed by the Chairman of its County on the 6 day of September, 2016.

ATTEST

MONTGOMERY COUNTY

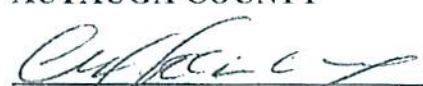
ADMINISTRATOR

CHAIRMAN

ATTEST

AUTAUGA COUNTY


ADMINISTRATOR/CLERK/
TREASURER


CHAIRMAN

JOEY PEAVY
CHAIRMAN

DIANE KILPATRICK
COUNTY ADMINISTRATOR

DENNIS MCCALL
COUNTY ENGINEER



COMMISSIONERS:

JOEY PEAVY, DISTRICT 1
JESSE F. MCWILLIAMS, III, DISTRICT 2
FRANK A. HICKMAN, DISTRICT 3
ALLIN WHITTLE, DISTRICT 4
DARRELL SANDERS, DISTRICT 5

BUTLER COUNTY COMMISSION

202 PATSALIGA ST
P.O. BOX 756
GREENVILLE, ALABAMA 36037
(334) 382-3612 Phone (334) 382-3506 Fax
e-mail butlercc@butlercoal.us
www.butlercountyal.com

September 12, 2016

Ms. Brandy Alexander
Juvenile Detention Center Director
1111 Airbase Blvd.
Montgomery, AL 36108

re: **Agreement Juvenile Bed**

Dear Ms. Alexander:

Enclosed is the approved and signed Agreement for a Juvenile Bed for Butler County for fiscal year 2016-2017. The Agreement was passed by unanimous vote of the Butler County Commission this morning and signed by Joey Peavy, Chairman of the Butler County Commission.

Please forward a fully executed copy back to me once the Chairman of the Montgomery County Commission has approved and signed.

Should you have questions or require anything further, please do not hesitate to call me.

Sincerely,

Diane Kilpatrick, County Administrator
Butler County Commission

/dk
enc

9-5

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, Butler County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Butler County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee this bed to **Butler County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Butler County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Butler County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **Butler County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **Butler County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Butler County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Butler County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Butler County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Butler County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **Butler County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Butler County** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **Butler County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Butler County**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **Butler County** will report all suspicion of sexual abuse or sexual harassment immediately.

12. If any dispute arises between **Butler County** and Montgomery County, then said **Butler County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
13. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Butler County** has caused this instrument to be executed by the Chairman of its County Commission on the 12th day of September, 2016.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

Marian Kilpatrick
ADMINISTRATOR/CLERK/
TREASURER

BUTLER COUNTY

Joey Leary
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, Chilton County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. The said Montgomery County covenants and agrees to guarantee this bed to **Chilton County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
2. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Chilton County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Chilton County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
3. **Chilton County** will pay to Montgomery County the sum of \$100.00 per day for any juvenile housed.
4. Montgomery County covenants and agrees to contact the duly authorized representative of **Chilton County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Chilton County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
5. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Chilton County** will be notified and shall take said juvenile back into custody as soon as practicable but in no

case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.

6. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Chilton County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Chilton County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
7. All juveniles housed at the Youth Facility and forwarded by **Chilton County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Chilton County** is to contact the Youth Facility prior to presenting a juvenile for detention.
8. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
9. **Chilton County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Chilton County**, and they shall assume responsibility for payment to the provider of said services.
10. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **Chilton County** will report all suspicion of sexual abuse or sexual harassment immediately.
11. If any dispute arises between **Chilton County** and Montgomery County, then said **Chilton County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
12. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and Chilton County has caused this instrument to be executed by the Chairman of its Commission on the 12th day of September, 2016.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

CHILTON COUNTY

Connie S. Powell
ADMINISTRATOR/CLERK/
TREASURER

[Signature]
CHAIRMAN

Attachment #10
9.26.16 Reg mtg
Pg 2 of 4

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and;

WHEREAS, **Elmore County**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Elmore County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee a **second** and **third** bed to **Elmore County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. **Elmore County** will pay to Montgomery County the sum of \$25,000.00 for the second and \$20,000 for the third guaranteed bed for a total of \$45,000. Payments of \$11,250.00 are to be made at the beginning of each quarter (October, January, April, and July).
4. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Elmore County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Elmore County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
5. **Elmore County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
6. Montgomery County covenants and agrees to contact the duly authorized representative of **Elmore County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Elmore County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling

Attachment #10
9.26.16 Repmtj
Pg 30 of 4

- and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
7. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Elmore County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
 8. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Elmore County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Elmore County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
 9. All juveniles housed at the Youth Facility and forwarded by **Elmore County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Elmore County** is to contact the Youth Facility prior to presenting a juvenile for detention.
 10. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
 11. **Elmore County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Elmore County**, and they shall assume responsibility for payment to the provider of said services.
 12. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the

9-13

Attachment #1
9.26.16 Regon
Pg 4 of 4

Juvenile Detention Director. Elmore County will report all suspicion of sexual abuse or sexual harassment immediately.

13. If any dispute arises between Elmore County and Montgomery County, then said Elmore County agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
14. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and Elmore County has caused this instrument to be executed by the Chairman of its County Commission on the 26th day of September, 2016.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

ELMORE COUNTY

Grace McDuffie
ADMINISTRATOR/CLERK/
TREASURER

[Signature]
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, Monroe County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Monroe County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee this bed to **Monroe County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Monroe County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Monroe County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **Monroe County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **Monroe County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Monroe County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Monroe County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Monroe County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Monroe County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **Monroe County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Monroe County** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **Monroe County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Monroe County**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **Monroe County** will report all suspicion of sexual abuse or sexual harassment immediately.

12. If any dispute arises between **Monroe County** and Montgomery County, then said **Monroe County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
13. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Monroe County** has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

MONROE COUNTY


ADMINISTRATOR/CLERK/
TREASURER


CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the **City of Prattville**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. The said Montgomery County covenants and agrees to guarantee **one** bed to the **City of Prattville** for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
2. **The City of Prattville** will pay to Montgomery County the sum of \$20,000.00 for the guaranteed bed. Payments of \$5,000.00 are to be made at the beginning of each quarter (October, January, April, and July).
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **the City of Prattville** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **City of Prattville** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **The City of Prattville** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **the City of Prattville** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **the City of Prattville** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **City of Prattville** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles

requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.

7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **City of Prattville** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **City of Prattville** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **City of Prattville** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **City of Prattville** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **The City of Prattville** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **City of Prattville**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **City of Prattville** will report all suspicion of sexual abuse or sexual harassment immediately.
12. If any dispute arises between **the City of Prattville** and Montgomery County, then said **City of Prattville** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
13. This contract shall be for a period of three years except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and the City of Prattville has caused this instrument to be executed by the _____ Mayor _____ of its _____ on the 6th day of September, 2016.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

CITY OF PRATTVILLE

Cathy Dickson
ADMINISTRATOR/CLERK/
TREASURER

Bill Hill
CHAIRMAN Mayor

Memo

Date: October 11, 2016
To: Mr. Donnie Mims, Montgomery County Administrator
From: Bruce R. Howell, Juvenile Court Administrator 
Re: The Bridge, Inc. Contract

Please place the attached contract with The Bridge, Inc. on the October 17th working agenda. We are very pleased with the operation of this program. Enclosed is an updated report from the start of the new contract.

We asked for an abbreviated contract back in the spring to begin the funding cycle on October 1st. This cycle is in line with the Alabama Department of Youth Services Grant Awards.

Thank you for your consideration in this matter.

**STATE OF ALABAMA
AGREEMENT
Between
Montgomery County Commission
And
The Bridge, Inc.**

**FOR THE
Davis Program**

This Contract (the "Agreement") is entered into by and between the Montgomery County Commission (hereinafter sometimes referred to as "Contracting Authority") and The Bridge, Inc. (hereinafter sometimes referred to as "Company" and/or "The Bridge").

WHEREAS, the Contracting Authority is the designated authority seeking the implementation of the Davis Program (hereinafter referred to as "the Program") in Montgomery County, Alabama.

WHEREAS, the Contracting Authority desires to have the Program operated and managed by an organization with experience in adolescent programs; and

WHEREAS, the Contracting Authority desires that The Bridge, Inc. undertake the operation and management of said Davis Program under the following conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

Section 1. Purpose. The Company hereby agrees to undertake the development, operation and management responsibilities of the Davis Treatment Center to include a community day reporting/treatment program, Parent Project program, and Transitions program. The Company agrees to operate the Program under the terms of this Agreement at such time agreed to by the Company and the Contracting Authority and established as set out herein. The operation of the Program will be in accordance with the required terms and conditions provided within the Request For Proposal # 52601-16P-001.

Section 2. Duty to Cooperate. The parties acknowledge that their cooperation is critical to the ability of the Company to perform its duties successfully and efficiently. Accordingly, each party agrees to cooperate with the other fully in formulating and implementing the Company's recommendations. Both parties agree to cooperate with all audits, reviews, or inspections.

Section 3. Standard for the Davis Program Operation. While the Davis Program is under the management and control of the Company's operation, the Program will, subject to limitations beyond the control of the Company, conform to applicable federal, state, and local statutes and ordinances and the applicable laws of the State of Alabama.

Section 4. Inventory. Representatives of the Contracting Authority and the Company will complete an inventory of equipment and furnishings provided by the Contracting Authority for the operations of the Davis Program. The Contracting Authority will be responsible for all major repair and replacement of equipment and furnishings provided to the Company for the operation of the Davis Program.

Section 5. Insurance. The Company, at its sole cost and expense, shall provide for the comprehensive liability coverage and workmens' compensation for all of the Company's agents, servants, employees, personnel, and other persons connected in any way to the operation and the management of the Program. The Company shall provide property coverage for any personal property used in the operation of the Davis Program. The Contracting Authority will be responsible for the property and facilities furnished to the Company in operating the Davis Program.

Section 6. Characteristics. The Program shall comply with applicable constitutional and DYS standards as well as any local, state, or federal standards, statutes, rules and regulations.

Section 7. Juvenile Records. The Company will have written policies and procedures to govern a juvenile record system. Information contained in the juvenile records shall be consistent with that required by Alabama Department of Youth Services for non-committed youth, and has been established in all programs of The Bridge, Inc. All information shall be considered confidential and is subject to release or disclosure only to authorized representatives of the agency having jurisdiction over the juvenile. Release of juvenile records to physicians or other health care providers for use in treatment is hereby expressly authorized by the Confining Jurisdiction.

Section 8. Program Records. The Company will maintain program records of all significant activities related to the operation of the Program. These records will be available for review by the Contracting Authority.

Section 9. Compliance. The Company agrees to comply with the standards of the Alabama Department of Youth Services and the Medicaid Administrative Code, the Medicaid Provider manual, Rehabilitative Services, Chapter 105.

Section 10. Physical Examination. The Contracting Authority will pay for a complete physical exam to include the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) for youth entering the Program.

Section 11. Term. The Term of this Agreement shall commence on **October 1, 2016** and shall run through **September 30, 2017** with the option of both the Contracting Authority and the Company to renew this agreement under the same terms. If State funding is available, the contract may be increased up to 5% for each one-year renewal period. The Company understands that the term of this Agreement and any subsequent renewal periods is dependent on necessary funds being paid to the Contracting Authority for the compensation outlined in Section 13 herein.

Section 12. Termination for Convenience. Either party may terminate this Agreement without cause for any reason. Either party shall give written notice to the other party at least thirty (30) days before the effective termination date.

Section 13. Compensation for Services. The Contracting Authority hereby agrees to pay the Company, as compensation for their services related to this Agreement, for the period commencing on **October 1, 2016** and ending **September 30, 2017**, the sum of **\$465,000.00** dollars, payable in monthly installments of **\$38,750.00**.

The parties agree that the compensation to the Company for any renewal periods will be negotiated by the parties beginning not later than sixty (60) days prior to each such remaining annual period. In the event the parties are not able to agree on the compensation for said remaining annual periods, the Company shall continue operation of the Facility for the then existing compensation for a period through and including thirty (30) days from delivery of written notice termination this Agreement.

Section 14. Billing for Services. The Company will submit an invoice to the Contracting Authority monthly for services provided during the month in accordance with the Request for Proposal #52601-16P-001. Payment for the services invoiced is due within 10 days of receipt of the invoice by the Contracting Authority.

Section 15. Unusual Occurrences and Incidents. The Company will immediately notify the Contracting Authority in the event of an unusual occurrence or incidents and thereafter as requested and as soon as practical, furnish written notification of such occurrence or incident. In the event of a disturbance caused by a client, or if any security threat or peril should occur with or outside the Program, the Contracting Authority shall be notified immediately. The Company will cooperate with the Contracting Authority and local law enforcement agencies in taking command and restoring order.

Section 16. Breach, Notice, and Cure. In the event of a breach of any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have ten (10) days in which to cure the breach. Only if the breach is not cured within such period shall the non-breaching party be entitled to pursue any remedies it may have due to the breach.

In the event any provision contained in the Agreement shall be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 17. Prohibition of Assignment. The Contracting Authority acknowledges that the nature of the services to be rendered under this agreement are unique and based on the Company's expertise and that as a consequence of such, the Contracting authority is prohibited from assigning duties or obligations due under the terms of this Agreement without the consent of the Company.

Section 18. Hold Harmless. The Company will hold harmless the Contracting Authority as to any charge back, penalties, state or federal repayments and any interest incurred by reason of any Title XIX noncompliance arising out of or connected with any action or failure to act by the Company in regard to the Company's responsibilities in regard to the Rehabilitative services or eligibility therefor as contemplated by this agreement. The term "Title XIX noncompliance" shall be construed to mean any failure or inability of the Company to meet the Medicaid requirements of Title XIX of the Social Security Act, and any regulations promulgated by the Federal government in connection therein.

The Company will hold harmless the Contracting Authority as to any penalties, state, or federal charge backs and/or replacements and any interest incurred by any reason as a result of the findings of any Medicaid, Attorney General or DYS Audit. The Company will hold harmless the Contracting Authority as to any and all actions of the Company.

Section 19. Notice. If notice or demand of any kind is to be given by any party to any other party, it shall be in writing, signed by the party giving it, directed to the intended recipient with sufficient postage prepaid certified mail, addressed as follows:

To the Contracting Authority:

Bruce R. Howell, Administrator
Montgomery County Family Court
P.O. Box 9219
1111 Airbase Blvd
Montgomery, AL 36108-9219

To the Company:

Tim Naugher, Executive Director
The Bridge, Inc.
3232 Lay Springs Road
Gadsden, AL 35904-8611

Section 20. Formal Review and Evaluation. The Company and the Montgomery County youth facility staff will provide a quarterly review and evaluation of the services provided under this Agreement and the corresponding RFP. A written report summarizing the review and evaluation will be provided to the presiding Family Court Judge of Montgomery, Alabama.

Section 21. Resolution of Disputes. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between Montgomery County Commission and The Bridge, Inc.

Section 22. Complete Agreement; Amendments and Waivers. This Agreement and all exhibits hereto and incorporated by references as set out fully herein comprise the entire understanding of the parties with respect to the transactions contemplated hereby.

This Agreement may be amended, each party may take any action herein prohibited or omit to take action herein required to be performed by it, and any breach of any covenant, agreement, warranty or representation may be waived, only if each party has obtained the written consent or waiver of the other party as to that specified breach only.

ATTEST:

The Bridge, Inc.

By: _____ Date: _____
Tim Naugher, Executive Director

ATTEST:

The Montgomery County Commission

By: _____ Date: _____

Tammy Nix

From: Ellen McNair <Emcnair@montgomerychamber.com>
Sent: Tuesday, October 11, 2016 1:50 PM
To: Donald Mims
Cc: Florence Cauthen
Subject: Hyundai Power - Third Amendment to Project Agreement - V2.DOCX
Attachments: Third Amendment to Project Agreement - V2_(28084347)_(2).DOCX

Donnie,

The attached is an amendment to the 2010 project agreement with Hyundai Power. Chris Simmons handled the original agreement for the City and County. Hyundai Power still has some incentive money owed to them from the State. However, due to the wording in the original agreement the City, County and IDB have something to say about the State incentives. Elton and the Mayor have met with Hyundai Power twice to discuss and agree to let the State and Hyundai Power handle this disbursement without local involvement. The City and County commitments on this project are long completed.

Chris Simmons has been involved all along the way, and has signed off. Will you put this on the agenda at the next meeting to discuss? I will ask the Hyundai Power attorney to be in attendance to address any questions. Thank you, Ellen



Ellen G. McNair, CEcD
Senior Vice President, Corporate Development
Montgomery Area Chamber of Commerce
www.montgomerychamber.com
41 Commerce Street, P.O. Box 79
Montgomery Alabama 36104
Office: 334-240-9430
Cell: 334-391-2457

BUILD ON

A special thank you to the Chamber's *Imagine a Greater Montgomery II* Investors

LEGACY: City of Montgomery | Montgomery County Commission | Hyundai Motor Manufacturing Alabama, LLC | Alabama Power Company | Regions Bank | The Colonial Company | Alabama Gas Corporation | Aronov Realty Management, Inc. | Baptist Health | Goodwyn, Mills & Cawood, Inc. | Larry Puckett Chevrolet | SABIC

SUSTAINING: BBVA Compass | Advertiser Media Group | Alfa Insurance Companies | Beasley, Allen, Crow, Methvin, Portis & Miles, PC | Blue Cross Blue Shield of Alabama | Barrie and Laura Harmon | Hodges Warehouse + Logistics | Jackson Hospital & Clinic, Inc. | Jerry Kyser Builder | Merchant Capital Investments, a division of Stifel Nicolaus | Montgomery Industrial Development Board | Rheem Water Heaters | ServisFirst Bank | Southeast Alabama Gas District | Stivers Ford Lincoln Mazda

From: Chris Simmons [<mailto:CSS@rushtonstakely.com>]
Sent: Tuesday, October 11, 2016 8:27 AM
To: Ellen McNair <Emcnair@montgomerychamber.com>
Subject: FW: Third Amendment to Project Agreement - V2.DOCX

Here is the revised version of the Third Amendment after speaking with Warren yesterday. This is the form that can be approved.

THIRD AMENDMENT TO PROJECT AGREEMENT

THIS THIRD AMENDMENT TO PROJECT AGREEMENT (the "Third Amendment") is hereby made and entered into as of the ____ day of _____, 2016 by and among the **State of Alabama** (the "State"); the **City of Montgomery**, a body corporate and politic (the "City"); **Montgomery County, Alabama**, a body corporate and politic (the "County"); **The Industrial Development Board of the City of Montgomery**, a non-profit public corporation ("IDB"); and **Hyundai Power Transformers USA, Inc.** (formerly known as Hyundai Electric Systems Alabama, Inc.), a Delaware corporation, which is a wholly owned subsidiary of Hyundai Heavy Industries Co., Ltd., a Korean limited partnership (the "Company"). The City, County and IDB are herein referred to as the "Local Parties."

WITNESSETH:

WHEREAS, the parties have hereto entered into a Project Agreement effective July 16, 2010; a First Amendment to Project Agreement dated May 10, 2011; and a Second Amendment to Project Agreement dated September 18, 2014 (collectively referred to herein as the "Project Agreement"), relating to the location of a power transformer manufacturing facility ("Facility," as defined in the Project Agreement) in the City of Montgomery, Alabama, and certain other agreements relating thereto;

WHEREAS, the Company met the Initial Jobs Target of three hundred (300) Full-Time Employees by the revised Initial Jobs Target Date;

WHEREAS, the Company has represented to the State and Local Parties that, due to unanticipated changes in the Company's business environment, it is anticipated that the Company's headcount will remain at current levels as opposed to original projections;

WHEREAS, the State and Local Parties have determined that it is in the best interests of the citizens of the State of Alabama, the City of Montgomery and Montgomery County and in the long term would further economic development within the City, County and State to allow the Local Parties to revise the claw-back provision relating to the Second Installment in a manner that is consistent with the State claw-back provision relating to the Second Installment;

NOW THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby further amend the Project Agreement as follows:

I. Paragraph 4(d)(iii) of the Project Agreement is hereby deleted and, in lieu thereof, the following is inserted as a new Paragraph 4(d)(iii) to read as follows:

(iii) if the Average of Full-Time Employees for the four-year period beginning on the later of (i) the date of achievement of the Initial Jobs Target, but beginning not later than the Initial Jobs Target Cure Date (if applicable), or (ii) the date of receipt of the Second Installment from the State, and ending four years thereafter (the "Initial Jobs Maintenance Period") is less than ninety-five percent (95%) of

300 (i.e., 285), the Company shall pay, subject to the limitations on maximum recapture amounts and credits as set forth in subsection 4(g) below, to the Local Governments jointly the sum of Ten Thousand Dollars (\$10,000) per Full-Time Employee, for each Full-Time Employee or fraction thereof by which said Average is less than 300 Full-Time Employees. The "Average" of Full-Time Employees for the Initial Jobs Maintenance Period shall be determined by adding the sum of the Monthly Averages of Full-Time Employees for each month of such year and dividing the sum of such Monthly Averages by twelve.

2. This Third Amendment may be executed in one or more counterparts, all of which, when the counterpart signature pages of each party are attached, shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts has been signed by each party and delivered to the other parties.

3. Except as amended or modified hereby, the terms and conditions and provisions of the Project Agreement, including but not limited to, the indemnity and hold harmless provisions therein, are hereby confirmed as in full force and effect. Capitalized terms used, but not defined herein, shall have the meaning set forth in the Project Agreement.

[Execution begins on following page]

IN WITNESS WHEREOF, each of the parties has hereunto caused this Third Amendment to be executed on its behalf by duly authorized officer.

STATE:

STATE OF ALABAMA

By: _____
Governor

CITY:

CITY OF MONTGOMERY

Attest: _____
City Clerk

By: _____
Mayor

11-5

COUNTY:

MONTGOMERY COUNTY, ALABAMA

By: Montgomery County Commission

Attest: _____
County Administrator

By: _____
Chairman

11-6

IDB:

INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF MONTGOMERY

By: _____
Chairman

COMPANY:

HYUNDAI POWER TRANSFORMERS
USA, INC.

By: _____
President



September 14, 2016

2016 SEP 14 AM 10:38

Mr. Donald M. Mims
County Administrator, Montgomery County
101 South Lawrence St.
Montgomery, AL 36104

Re: Implementation Cost Estimating Services
Montgomery County ADA Transition Plan

Dear Mr. Mims:

I would like to thank you for the opportunity to assist the County on this important project. Attached is the agreement signed by GMC for your use in executing the project.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,
GOODWYN, MILLS & CAWOOD, INC.

Robert J. Kemp, P.E.
Vice President

Enclosures

**AGREEMENT FOR ENGINEERING SERVICES
GOODWYN, MILLS & CAWOOD
IMPLEMENTATION COST ESTIMATING SERVICES FOR
MONTGOMERY COUNTY ADA TRANSITION PLAN**

This Agreement, made and entered into this ____ day of _____, 2016 by and between **Montgomery County Commission, Montgomery, AL**, hereinafter referred as the Owner and **Goodwyn, Mills & Cawood, Inc.**, hereinafter referred to as the Engineer.

WHEREAS, the Owner desires to have professional engineering services and consultation performed relative to the preparation of Construction Cost Estimating for the implementation of the Montgomery County ADA Transition Plan hereinafter referred to as the Project.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the Owner and Engineer do agree, each with the other, as follows:

ARTICLE 1 – ENGINEER’S SERVICES

1.01 Scope

- A. Engineer shall provide the services set forth in Exhibit A.
- B. Upon this Agreement becoming effective, Engineer is authorized to begin services as set forth in Exhibit A.
- C. If authorized in writing by Owner, and agreed to by Engineer, then Engineer shall perform services beyond the initial scope of this Agreement for additional compensation and an equitable adjustment of the time in which to provide services.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall provide Engineer with all available data as it refers to the County ADA Transition Plan.
- B. Provide access to all related County owned facilities to the Engineer as required by the scope of the Project.
- C. Provide Engineer any history of construction pricing for similar type projects.
- D. Provide Engineer with inflation rates to be applied to construction cost for future projects.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

- A. Engineer’s services shall be performed within six (6) months of execution of this agreement. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 *Methods of Payment for Services of Engineer*

Standard Hourly Rates

1. An amount equal to the cumulative hours charged to the Assignment by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Assignment, as shown in Exhibit A plus Reimbursable Expenses. The total compensation under Paragraph 4.01.A.1 is estimated not to exceed **\$64,031**.
2. The amounts billed monthly for Engineer's services will be based on the cumulative hours charged to the Assignment during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges, if any, incurred during the billing period.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 *Standard of Care*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

5.02 *Insurance*

- A. Engineer will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

5.03 *Indemnification and Allocation of Risk*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Assignment, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to the limitation provisions agreed to by Owner and Engineer in this Article 5, if any.

12-3

- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Assignment, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Assignment.
- C. *Environmental Indemnification.* In addition to the indemnity provided under Paragraph 5.03.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other disputes resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern (as more fully defined in EJCDC Document No. E-500) at, on, or under any site owned or controlled by Owner, or any property under study, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Assignment.

5.04 *Limit of Liability*

- A. To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Consultants, or any of them, to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses whatsoever arising out of, resulting from, or in any way related to the Assignment or this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Consultants, or any of them, shall not exceed the total amount of \$64,031.

5.05 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner each shall designate a specific individual as a representative with respect to the services to be performed or furnished by Engineer and the responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of each respective party.

ARTICLE 6 – CONTENT OF AGREEMENT

6.01 *Exhibits*

The following Exhibits are incorporated herein by reference:

- A. Exhibit A, Original Proposal including Engineer rate charges and ADA deficiencies from the Transition Plan were cost is to be estimated.

6.02 *Total Agreement*

- A. This Agreement together with the Exhibits identified in Paragraph 6.01 constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: _____

ENGINEER:  _____

By: Elton N. Dean, Sr.

By: David Reed

Title: Chairman, Montgomery County Commission

Title: Executive Vice President

Date Signed: _____

Date Signed: 9/14/2016

Engineer License or Firm's Certificate No. (if required by state law): CA-484-E

State of: Alabama

Address for giving notices:

Address for giving notices:

P.O. Box 1667

2660 Eastchase Lane

Montgomery, Alabama 36102

Suite 200

Montgomery, Alabama 36117

Designated Representative (Paragraph 5.05):

Designated Representative (Paragraph 5.05):

Name: _____

Name: Bobby Kemp

Title: _____

Title: Vice President Transportation

Phone Number: _____

Phone Number: 334-271-3200

Facsimile Number: _____

Facsimile Number: 334-272-1566

E-Mail Address: _____

E-Mail Address: bobby.kemp@gmcnetwork.com

**Exhibit A
Proposal**

August 23, 2016

Mr. Donald M. Mims
County Administrator, Montgomery County
101 South Lawrence St.
Montgomery, AL 36104

Re: Implementation Cost Estimating Services
Montgomery County ADA Transition Plan

Dear Mr. Mims:

GMC is pleased to submit this proposal to provide Implementation Cost Estimating Services for the County ADA Transition Plans. Under this agreement, GMC will analyze the areas on non-compliance identified in the ADA Transition Plan for Public Rights of Way and Parks and provide preliminary cost estimates to bring these facilities into compliance.

We have looked at the Draft Report and estimated the time we anticipate we need to develop the estimates. We will perform the work on a cost plus basis using hourly billing rates with a not to exceed budget of \$64,031.

Attached are the worksheets we used to determine the not to exceed value. We appreciate this opportunity and look forward to working with you and your staff on this important Project.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,
GOODWYN, MILLS & CAWOOD, INC.

Robert J. Kemp

Robert J. Kemp, P.E.
Vice President

Enclosures

Montgomery County ADA Transition Plan
Implementation Cost Estimation Services
Proposal Summary

	SITE REVIEW	COST ESTIMATE
	HOURS	
PARK COMPLIANCE ISSUES	56.5	56.5
PROW COMPLIANCE ISSUES	137	244
TOTAL HOURS	193.5	300.5
	494	
COST		
Senior Engineer (\$130/hr.)	\$25,155.00	
Engineering Intern (\$110/hr.)		\$33,055.00
Project Management (10%)	\$5,821.00	
Total Cost	\$64,031.00	

12-9



Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

September 22, 2016

TIG

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Agreement with Goodwyn Mills Cawood, Inc., regarding Implementation Cost Estimating Services for ADA Transition Plan

I have reviewed your memorandum dated September 21, 2016, regarding an agreement with Goodwyn Mills Cawood regarding Implementation Cost Estimating Services for ADA Transition Plan.

It is my opinion that this is the normal contract that Goodwyn Mills & Cawood and the County have entered into before, with the exception that Scott Kramer recommends adding \$1 million to each of the insurance coverages listed in Article 5.02. Based on Scott's recommendation, I suggest adding the \$1 million to each of the insurance coverages listed in Article 5.02. As in the prior contracts, we need to put in our Standard Dispute Resolution Language.

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

I am also of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the above agreement cannot be executed if it is the desire of the Montgomery County Commission.

50051-317

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

September 21, 2016

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Agreement with Goodwyn, Mills and Cawood, Inc., regarding
Implementation Cost Estimating Services for ADA Transition Plan

Attached is an Agreement for Engineering Services with Goodwyn, Mills and Cawood, Inc., regarding Implementation Cost Estimating Services for Montgomery County ADA Transition Plan.

Director of Risk Management Scott Kramer recommends adding \$1 million to each of the insurance coverages listed in Article 5.02 *Insurance*, and adding our standard dispute resolution to this Agreement.

Please review and issue your Opinion by Monday, September 26, 2016, as to whether this Agreement and Mr. Kramer's recommendations are acceptable.

As always, thank you for your assistance.

/tn

Attachment

12-11

**MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY**
301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667

October 12, 2016

TO: Elton Dean - Chairman

FROM: Paul H. Brown – Executive Director
Montgomery County Community Corrections

SUBJECT: Request for Future Commission Agenda Item –
Request for approval of a Professional Services Contract Renewal for
E.V.E.N. Domestic Violence Education/Intervention Program Facilitators

Attached please find the proposed Professional Services renewal Contracts for facilitation of the E.V.E.N., Domestic Violence Perpetrators Education/Intervention program. On Tuesday, October 11, 2016, the Community Corrections Board met in regular session and approved for the request of these E.V.E.N. Facilitator Contract Renewals to be forwarded to the Commission for their consideration/approval. The contract is the same contract in every respect to the contract used for the same services over the past 5 years. The proposed contract offers a contract hourly compensation rate of \$25.00 per hour for those facilitators who have provided one or more years of prior service and \$20.00 per hour for those facilitators who have not completed a full year of prior service. These compensation rates have not changed since the inception of the E.V.E.N. Program by Community Corrections in 2009.

The E.V.E.N. program is essentially funded by the proceeds paid by each participant which totals \$440.00 for each participant completing the full course of instruction. I respectfully recommend the proposed Professional Services Contract renewals for these individuals for FY 2016-2017 be placed on the November 7, 2016 Commission Agenda for consideration/approval.

Respectfully submitted,



Paul H. Brown – Executive Director
Montgomery County Community Corrections

PAUL BROWN - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176

JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE PROGRAM
GPS ELECTRONIC OFFENDER MONITORING • COMMUNITY SERVICE RESTITUTION • PRE-TRIAL RELEASE

13-1

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission desires to enter into a Professional Services Contract with Bionca Lindsey (also referred to as Provider), to provide offender Domestic Violence Education and related services (tutoring, orientation, Court advocacy, intake, collection of participant fees, taking attendance, documenting and reporting participant progress, etc.). Participants in said services shall be individuals who self refer or are referred by area and regional Courts to the Montgomery County Community Corrections Department for the E.V.E.N. (End Violence Effectively Now) domestic violence education/intervention program. These services shall be funded by participant/referral fees and all provisions of this contract shall be contingent on the Montgomery County Community Corrections Department receiving sufficient numbers of fee paying referrals to operate and sustain the program. Unless directed by the Executive Director of the Department and with the exception of Court advocacy services, all services performed under this Professional Services Contract shall be performed on the premises of the Montgomery County Community Corrections Department, 301, Adams Avenue, Montgomery Alabama, 36104. The Montgomery County Community Corrections Department shall be responsible for providing adequate classroom and workspace as well as materials necessary for the participants in the program. This is a Professional fee of Services Contract and compensation for materials purchased by the provider shall not be reimbursed.

Provider agrees to work with the Montgomery County Commission, the Montgomery County Community Corrections Department and consultants from the Montgomery, Alabama, Family Sunshine Center to provide the services mentioned herein and shall attend and participate in assigned in-service training to maintain minimum professional competency in the subject matter being provided to participants. It is understood that in-service training to maintain minimum level competency shall be determined by the Executive Director of the Montgomery County Community Corrections Department with consultation provided by the Montgomery, Alabama Family Sunshine Center. It is understood that failure to maintain a minimum level of proficiency and competency in the subject matter being provided to participants, as determined by participation in either assigned or substantially similar training may constitute grounds for termination of this Professional Services Contract.

The Montgomery County Commission agrees to pay to the provider a fee, of \$20.00 per hour through August 2017 and \$25.00 per hour thereafter for all services rendered under this Professional Services Contract. Fees shall be invoiced in increments of a quarter hour (15 minute periods), a half hour (30 minute periods) and/or whole hours. Only services that are scheduled and pre-approved by the Executive Director of the Montgomery County Community Corrections Department shall be compensated under this Professional Services Contract. Modifications to the monthly schedule must be approved by the Executive Director and made in writing to be compensated.

A monthly schedule of services and assignments shall be posted or otherwise made available at the office of the Montgomery County Community Corrections Department at 301 Adams Avenue, Montgomery, Alabama, 36104.

Invoicing for services charged under this Professional Services Contract shall be submitted to the Montgomery County Community Corrections Department Executive Director on an approved Monthly Invoice Form to be provided by the Montgomery County Community Corrections Department and shall contain: The name and mailing address of the provider, the Federal Tax I.D. Number or Social Security Number of the provider, the date of service, the amount of time charged, the nature of the service rendered (class instruction, tutoring, orientation, intake, Court advocacy, reporting, etc.), a total calculation or amount invoiced for each service, an aggregate total of all charges for the month, and the providers signature attesting that the invoice is accurate and correctly reflects services actually performed and the date signed. Invoice forms may be submitted no more than twice per month. Invoice Forms for any preceding month's services are due no later than the fifth business day of the month following the month services are rendered. Upon verification of the accuracy of any invoice by the Executive Director, the invoice shall be forwarded to the Montgomery County Commission for payment. Payment shall be disbursed according to the course of normal business by the Montgomery County Finance Department (presently disbursements are made twice per month). Requests for expedited payment or exceptional disbursements will not be honored.

The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2017. Actual services to be compensated under this Contract shall commence no earlier than October 1st, 2016. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this _____ Day of _____, 2016.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

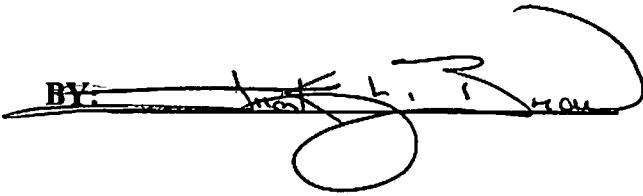
BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

M.C.C.P.C.A Board Chair or Representative

BY:  _____

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission desires to enter into a Professional Services Contract with Terez Fuller (also referred to as Provider), to provide offender Domestic Violence Education and related services (tutoring, orientation, Court advocacy, intake, collection of participant fees, taking attendance, documenting and reporting participant progress, etc.). Participants in said services shall be individuals who self refer or are referred by area and regional Courts to the Montgomery County Community Corrections Department for the E.V.E.N. (End Violence Effectively Now) domestic violence education/intervention program. These services shall be funded by participant/referral fees and all provisions of this contract shall be contingent on the Montgomery County Community Corrections Department receiving sufficient numbers of fee paying referrals to operate and sustain the program. Unless directed by the Executive Director of the Department and with the exception of Court advocacy services, all services performed under this Professional Services Contract shall be performed on the premises of the Montgomery County Community Corrections Department, 301, Adams Avenue, Montgomery Alabama, 36104. The Montgomery County Community Corrections Department shall be responsible for providing adequate classroom and workspace as well as materials necessary for the participants in the program. This is a Professional fee of Services Contract and compensation for materials purchased by the provider shall not be reimbursed.

Provider agrees to work with the Montgomery County Commission, the Montgomery County Community Corrections Department and consultants from the Montgomery, Alabama, Family Sunshine Center to provide the services mentioned herein and shall attend and participate in assigned in-service training to maintain minimum professional competency in the subject matter being provided to participants. It is understood that in-service training to maintain minimum level competency shall be determined by the Executive Director of the Montgomery County Community Corrections Department with consultation provided by the Montgomery, Alabama Family Sunshine Center. It is understood that failure to maintain a minimum level of proficiency and competency in the subject matter being provided to participants, as determined by participation in either assigned or substantially similar training may constitute grounds for termination of this Professional Services Contract.

The Montgomery County Commission agrees to pay to the provider a fee, of \$20.00 per hour for all services rendered under this Professional Services Contract. Fees shall be invoiced in increments of a quarter hour (15 minute periods), a half hour (30 minute periods) and/or whole hours. Only services that are scheduled and pre-approved by the Executive Director of the Montgomery County Community Corrections Department shall be compensated under this Professional Services Contract. Modifications to the monthly schedule must be approved by the Executive Director and made in writing to be compensated.

A monthly schedule of services and assignments shall be posted or otherwise made available at the office of the Montgomery County Community Corrections Department at 301 Adams Avenue, Montgomery, Alabama, 36104.

Invoicing for services charged under this Professional Services Contract shall be submitted to the Montgomery County Community Corrections Department Executive Director on an approved Monthly Invoice Form to be provided by the Montgomery County Community Corrections Department and shall contain: The name and mailing address of the provider, the Federal Tax I.D. Number or Social Security Number of the provider, the date of service, the amount of time charged, the nature of the service rendered (class instruction, tutoring, orientation, intake, Court advocacy, reporting, etc.), a total calculation or amount invoiced for each service, an aggregate total of all charges for the month, and the providers signature attesting that the invoice is accurate and correctly reflects services actually performed and the date signed. Invoice forms may be submitted no more than twice per month. Invoice Forms for any preceding month's services are due no later than the fifth business day of the month following the month services are rendered. Upon verification of the accuracy of any invoice by the Executive Director, the invoice shall be forwarded to the Montgomery County Commission for payment. Payment shall be disbursed according to the course of normal business by the Montgomery County Finance Department (presently disbursements are made twice per month). Requests for expedited payment or exceptional disbursements will not be honored.

The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2017. Actual services to be compensated under this Contract shall commence no earlier than October 1st, 2016. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this _____ Day of _____, 2016.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

BY: _____

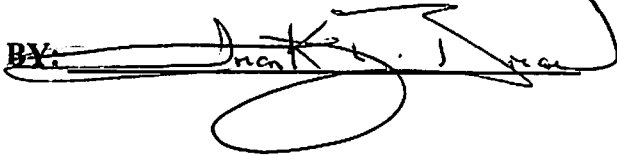
BY: _____

TITLE: _____

PRINT NAME: _____

M.C.C.P.C.A Board Chair or Representative

BY: _____

A handwritten signature in black ink, appearing to read "Mark S. Lee", is written over a horizontal line. The signature is stylized with a large loop at the end.

STATE OF ALABAMA
COUNTY OF MONTGOMERY

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission desires to enter into a Professional Services Contract with Beryl Sabb (also referred to as Provider), to provide offender Domestic Violence Education and related services (tutoring, orientation, Court advocacy, intake, collection of participant fees, taking attendance, documenting and reporting participant progress, etc.). Participants in said services shall be individuals who self refer or are referred by area and regional Courts to the Montgomery County Community Corrections Department for the E.V.E.N. (End Violence Effectively Now) domestic violence education/intervention program. These services shall be funded by participant/referral fees and all provisions of this contract shall be contingent on the Montgomery County Community Corrections Department receiving sufficient numbers of fee paying referrals to operate and sustain the program. Unless directed by the Executive Director of the Department and with the exception of Court advocacy services, all services performed under this Professional Services Contract shall be performed on the premises of the Montgomery County Community Corrections Department, 301, Adams Avenue, Montgomery Alabama, 36104. The Montgomery County Community Corrections Department shall be responsible for providing adequate classroom and workspace as well as materials necessary for the participants in the program. This is a Professional fee of Services Contract and compensation for materials purchased by the provider shall not be reimbursed.

Provider agrees to work with the Montgomery County Commission, the Montgomery County Community Corrections Department and consultants from the Montgomery, Alabama, Family Sunshine Center to provide the services mentioned herein and shall attend and participate in assigned in-service training to maintain minimum professional competency in the subject matter being provided to participants. It is understood that in-service training to maintain minimum level competency shall be determined by the Executive Director of the Montgomery County Community Corrections Department with consultation provided by the Montgomery, Alabama Family Sunshine Center. It is understood that failure to maintain a minimum level of proficiency and competency in the subject matter being provided to participants, as determined by participation in either assigned or substantially similar training may constitute grounds for termination of this Professional Services Contract.

The Montgomery County Commission agrees to pay to the provider a fee, of \$25.00 per hour for all services rendered under this Professional Services Contract. Fees shall be invoiced in increments of a quarter hour (15 minute periods), a half hour (30 minute periods) and/or whole hours. Only services that are scheduled and pre-approved by the Executive Director of the Montgomery County Community Corrections Department shall be compensated under this Professional Services Contract. Modifications to the monthly schedule must be approved by the Executive Director and made in writing to be compensated.

A monthly schedule of services and assignments shall be posted or otherwise made available at the office of the Montgomery County Community Corrections Department at 301 Adams Avenue, Montgomery, Alabama, 36104.

Invoicing for services charged under this Professional Services Contract shall be submitted to the Montgomery County Community Corrections Department Executive Director on an approved Monthly Invoice Form to be provided by the Montgomery County Community Corrections Department and shall contain: The name and mailing address of the provider, the Federal Tax I.D. Number or Social Security Number of the provider, the date of service, the amount of time charged, the nature of the service rendered (class instruction, tutoring, orientation, intake, Court advocacy, reporting, etc.), a total calculation or amount invoiced for each service, an aggregate total of all charges for the month, and the providers signature attesting that the invoice is accurate and correctly reflects services actually performed and the date signed. Invoice forms may be submitted no more than twice per month. Invoice Forms for any preceding month's services are due no later than the fifth business day of the month following the month services are rendered. Upon verification of the accuracy of any invoice by the Executive Director, the invoice shall be forwarded to the Montgomery County Commission for payment. Payment shall be disbursed according to the course of normal business by the Montgomery County Finance Department (presently disbursements are made twice per month). Requests for expedited payment or exceptional disbursements will not be honored.

The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2017. Actual services to be compensated under this Contract shall commence no earlier than October 1st, 2016. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this _____ Day of _____, 2016.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

M.C.C.P.C.A Board Chair or Representative

BY: _____

STATE OF ALABAMA
COUNTY OF MONTGOMERY

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission desires to enter into a Professional Services Contract with Clifton Lovejoy (also referred to as Provider), to provide offender Domestic Violence Education and related services (tutoring, orientation, Court advocacy, intake, collection of participant fees, taking attendance, documenting and reporting participant progress, etc.). Participants in said services shall be individuals who self refer or are referred by area and regional Courts to the Montgomery County Community Corrections Department for the E.V.E.N. (End Violence Effectively Now) domestic violence education/intervention program. These services shall be funded by participant/referral fees and all provisions of this contract shall be contingent on the Montgomery County Community Corrections Department receiving sufficient numbers of fee paying referrals to operate and sustain the program. Unless directed by the Executive Director of the Department and with the exception of Court advocacy services, all services performed under this Professional Services Contract shall be performed on the premises of the Montgomery County Community Corrections Department, 301, Adams Avenue, Montgomery Alabama, 36104. The Montgomery County Community Corrections Department shall be responsible for providing adequate classroom and workspace as well as materials necessary for the participants in the program. This is a Professional fee of Services Contract and compensation for materials purchased by the provider shall not be reimbursed.

Provider agrees to work with the Montgomery County Commission, the Montgomery County Community Corrections Department and consultants from the Montgomery, Alabama, Family Sunshine Center to provide the services mentioned herein and shall attend and participate in assigned in-service training to maintain minimum professional competency in the subject matter being provided to participants. It is understood that in-service training to maintain minimum level competency shall be determined by the Executive Director of the Montgomery County Community Corrections Department with consultation provided by the Montgomery, Alabama Family Sunshine Center. It is understood that failure to maintain a minimum level of proficiency and competency in the subject matter being provided to participants, as determined by participation in either assigned or substantially similar training may constitute grounds for termination of this Professional Services Contract.

The Montgomery County Commission agrees to pay to the provider a fee, of \$25.00 per hour for all services rendered under this Professional Services Contract. Fees shall be invoiced in increments of a quarter hour (15 minute periods), a half hour (30 minute periods) and/or whole hours. Only services that are scheduled and pre-approved by the Executive Director of the Montgomery County Community Corrections Department shall be compensated under this Professional Services Contract. Modifications to the monthly schedule must be approved by the Executive Director and made in writing to be compensated.

A monthly schedule of services and assignments shall be posted or otherwise made available at the office of the Montgomery County Community Corrections Department at 301 Adams Avenue, Montgomery, Alabama, 36104.

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If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this _____ Day of _____, 2016.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

M.C.C.P.C.A Board Chair or Representative

BY: _____

A handwritten signature in blue ink, appearing to read "Mark J. Roe", is written over a horizontal line. The signature is stylized with a large loop at the end.

STATE OF ALABAMA
COUNTY OF MONTGOMERY

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission desires to enter into a Professional Services Contract with Curtis Gage (also referred to as Provider), to provide offender Domestic Violence Education and related services (tutoring, orientation, Court advocacy, intake, collection of participant fees, taking attendance, documenting and reporting participant progress, etc.). Participants in said services shall be individuals who self refer or are referred by area and regional Courts to the Montgomery County Community Corrections Department for the E.V.E.N. (End Violence Effectively Now) domestic violence education/intervention program. These services shall be funded by participant/referral fees and all provisions of this contract shall be contingent on the Montgomery County Community Corrections Department receiving sufficient numbers of fee paying referrals to operate and sustain the program. Unless directed by the Executive Director of the Department and with the exception of Court advocacy services, all services performed under this Professional Services Contract shall be performed on the premises of the Montgomery County Community Corrections Department, 301, Adams Avenue, Montgomery Alabama, 36104. The Montgomery County Community Corrections Department shall be responsible for providing adequate classroom and workspace as well as materials necessary for the participants in the program. This is a Professional fee of Services Contract and compensation for materials purchased by the provider shall not be reimbursed.

Provider agrees to work with the Montgomery County Commission, the Montgomery County Community Corrections Department and consultants from the Montgomery, Alabama, Family Sunshine Center to provide the services mentioned herein and shall attend and participate in assigned in-service training to maintain minimum professional competency in the subject matter being provided to participants. It is understood that in-service training to maintain minimum level competency shall be determined by the Executive Director of the Montgomery County Community Corrections Department with consultation provided by the Montgomery, Alabama Family Sunshine Center. It is understood that failure to maintain a minimum level of proficiency and competency in the subject matter being provided to participants, as determined by participation in either assigned or substantially similar training may constitute grounds for termination of this Professional Services Contract.

The Montgomery County Commission agrees to pay to the provider a fee, of \$25.00 per hour for all services rendered under this Professional Services Contract. Fees shall be invoiced in increments of a quarter hour (15 minute periods), a half hour (30 minute periods) and/or whole hours. Only services that are scheduled and pre-approved by the Executive Director of the Montgomery County Community Corrections Department shall be compensated under this Professional Services Contract. Modifications to the monthly schedule must be approved by the Executive Director and made in writing to be compensated.

A monthly schedule of services and assignments shall be posted or otherwise made available at the office of the Montgomery County Community Corrections Department at 301 Adams Avenue, Montgomery, Alabama, 36104.

Invoicing for services charged under this Professional Services Contract shall be submitted to the Montgomery County Community Corrections Department Executive Director on an approved Monthly Invoice Form to be provided by the Montgomery County Community Corrections Department and shall contain: The name and mailing address of the provider, the Federal Tax I.D. Number or Social Security Number of the provider, the date of service, the amount of time charged, the nature of the service rendered (class instruction, tutoring, orientation, intake, Court advocacy, reporting, etc.), a total calculation or amount invoiced for each service, an aggregate total of all charges for the month, and the providers signature attesting that the invoice is accurate and correctly reflects services actually performed and the date signed. Invoice forms may be submitted no more than twice per month. Invoice Forms for any preceding month's services are due no later than the fifth business day of the month following the month services are rendered. Upon verification of the accuracy of any invoice by the Executive Director, the invoice shall be forwarded to the Montgomery County Commission for payment. Payment shall be disbursed according to the course of normal business by the Montgomery County Finance Department (presently disbursements are made twice per month). Requests for expedited payment or exceptional disbursements will not be honored.

The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2017. Actual services to be compensated under this Contract shall commence no earlier than October 1st, 2016. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this _____ Day of _____, 2016.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

BY: _____

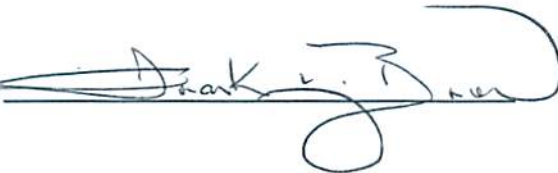
BY: _____

TITLE: _____

PRINT NAME: _____

M.C.C.P.C.A Board Chair or Representative

BY: _____

A handwritten signature in black ink, appearing to read "Mark J. Jones", is written over a horizontal line. The signature is stylized with a large loop at the end.

STATE OF ALABAMA
COUNTY OF MONTGOMERY

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission desires to enter into a Professional Services Contract with Derrick Sanders (also referred to as Provider), to provide offender Domestic Violence Education and related services (tutoring, orientation, Court advocacy, intake, collection of participant fees, taking attendance, documenting and reporting participant progress, etc.). Participants in said services shall be individuals who self refer or are referred by area and regional Courts to the Montgomery County Community Corrections Department for the E.V.E.N. (End Violence Effectively Now) domestic violence education/intervention program. These services shall be funded by participant/referral fees and all provisions of this contract shall be contingent on the Montgomery County Community Corrections Department receiving sufficient numbers of fee paying referrals to operate and sustain the program. Unless directed by the Executive Director of the Department and with the exception of Court advocacy services, all services performed under this Professional Services Contract shall be performed on the premises of the Montgomery County Community Corrections Department, 301, Adams Avenue, Montgomery Alabama, 36104. The Montgomery County Community Corrections Department shall be responsible for providing adequate classroom and workspace as well as materials necessary for the participants in the program. This is a Professional fee of Services Contract and compensation for materials purchased by the provider shall not be reimbursed.

Provider agrees to work with the Montgomery County Commission, the Montgomery County Community Corrections Department and consultants from the Montgomery, Alabama, Family Sunshine Center to provide the services mentioned herein and shall attend and participate in assigned in-service training to maintain minimum professional competency in the subject matter being provided to participants. It is understood that in-service training to maintain minimum level competency shall be determined by the Executive Director of the Montgomery County Community Corrections Department with consultation provided by the Montgomery, Alabama Family Sunshine Center. It is understood that failure to maintain a minimum level of proficiency and competency in the subject matter being provided to participants, as determined by participation in either assigned or substantially similar training may constitute grounds for termination of this Professional Services Contract.

The Montgomery County Commission agrees to pay to the provider a fee, of \$25.00 per hour for all services rendered under this Professional Services Contract. Fees shall be invoiced in increments of a quarter hour (15 minute periods), a half hour (30 minute periods) and/or whole hours. Only services that are scheduled and pre-approved by the Executive Director of the Montgomery County Community Corrections Department shall be compensated under this Professional Services Contract. Modifications to the monthly schedule must be approved by the Executive Director and made in writing to be compensated.

A monthly schedule of services and assignments shall be posted or otherwise made available at the office of the Montgomery County Community Corrections Department at 301 Adams Avenue, Montgomery, Alabama, 36104.

Invoicing for services charged under this Professional Services Contract shall be submitted to the Montgomery County Community Corrections Department Executive Director on an approved Monthly Invoice Form to be provided by the Montgomery County Community Corrections Department and shall contain: The name and mailing address of the provider, the Federal Tax I.D. Number or Social Security Number of the provider, the date of service, the amount of time charged, the nature of the service rendered (class instruction, tutoring, orientation, intake, Court advocacy, reporting, etc.), a total calculation or amount invoiced for each service, an aggregate total of all charges for the month, and the providers signature attesting that the invoice is accurate and correctly reflects services actually performed and the date signed. Invoice forms may be submitted no more than twice per month. Invoice Forms for any preceding month's services are due no later than the fifth business day of the month following the month services are rendered. Upon verification of the accuracy of any invoice by the Executive Director, the invoice shall be forwarded to the Montgomery County Commission for payment. Payment shall be disbursed according to the course of normal business by the Montgomery County Finance Department (presently disbursements are made twice per month). Requests for expedited payment or exceptional disbursements will not be honored.

The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2017. Actual services to be compensated under this Contract shall commence no earlier than October 1st, 2016. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this _____ Day of _____, 2016.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

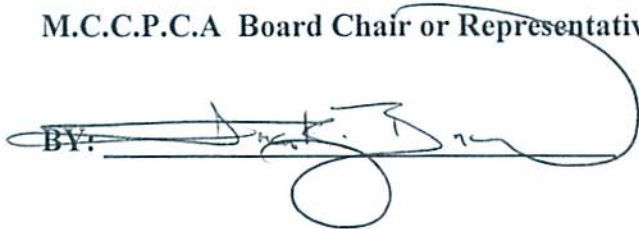
BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

M.C.C.P.C.A Board Chair or Representative

BY:  _____



Office of Public Affairs
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102
334.832.1270

MEMORANDUM

October 5, 2016

To: Montgomery County Commission

From: DiDi Henry, public affairs director *DH*

RE: Resolution to Change the Time and Location of the November 21, 2016 Commission Meeting

In conjunction with the Montgomery County bicentennial celebration, the County Commission will host a regular meeting in each commission district from August to December, as part of this celebration. We will highlight District Two in November.

I am requesting that the meeting location be moved to the Fresh Anointing House of Worship, which is located at 150 E. Fleming Road, in Montgomery, Alabama; the information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.,

I am asking that the Commission place this resolution on the agenda for the November 7th meeting.

14-1



RESOLUTION

WHEREAS, Montgomery County is celebrating its bicentennial throughout the year 2016; and

WHEREAS, in conjunction with this celebration, the County Commission wishes to host a regular meeting in each commission district from August to December, as part of this celebration; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the November 21, 2016, meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to the Fresh Anointing House of Worship which is located at 150 E. Fleming Road; the information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location, and time, as stated above, for the November 21, 2016, meeting from the Montgomery County Courthouse Administration Building, Annex III, to the Fresh Anointing House of Worship.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 7th day of November, 2016.

BY: _____
Chairman

ATTEST: _____
County Administrator

14-2



Office of Public Affairs
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102
334.832.1270

MEMORANDUM

October 13, 2016

To: Montgomery County Commission

From: DiDi Henry, public affairs director 

RE: Resolution to Change the Time and Location of the December 5, 2016 Commission Meeting

In conjunction with the Montgomery County bicentennial celebration, the County Commission will host a regular meeting in each commission district from August to December, as part of this celebration. We will highlight District Three in December.

I am requesting that the meeting location be moved to the Eastmont Baptist Church, which is located at 4505 Atlanta Highway, in Montgomery, Alabama; the information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.,

I am asking that the Commission place this resolution on the agenda for the November 7th meeting.



RESOLUTION

WHEREAS, Montgomery County is celebrating its bicentennial throughout the year 2016; and

WHEREAS, in conjunction with this celebration, the County Commission wishes to host a regular meeting in each commission district from August to December, as part of this celebration; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the December 5, 2016, meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to the Eastmont Baptist Church which is located at 4505 Atlanta Highway; the information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location, and time, as stated above, for the December 5, 2016, meeting from the Montgomery County Courthouse Administration Building, Annex III, to the Eastmont Baptist Church.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 7th day of November, 2016.

BY: _____
Chairman

ATTEST: _____
County Administrator



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

MEMORANDUM

October 12, 2016

To: Montgomery County Commission

From: DiDi Henry, public affairs director

RE: Authorization of Holiday Time Off for County Employees

Alabama Code § 11-1-8 states that the County Commission can close the county courthouse and county buildings one weekday or any portion thereof of each week in addition to legal holidays. In prior years, the County Commission has awarded employees the Friday off after Thanksgiving as a county holiday.

I am requesting that the Commission adopt a resolution giving employees the Friday after Thanksgiving off, as we have done in the past.

Thank you for your consideration.

16-1

RESOLUTION

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

WHEREAS, the Montgomery County Commission wishes to close the county courthouse on Friday, November 25, 2016, to allow county employees to spend time with their families in observance of Thanksgiving;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Friday, November 25, 2016.

I hereby certify that the above resolution was adopted by the Montgomery County Commission, on this, the 7th day of November, 2016.

ATTEST:

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

Donald L. Mims, Administrator

16-2

**RESOLUTION IN SUPPORT OF
PROPOSED CONSTITUTIONAL AMENDMENTS 3 AND 4**

WHEREAS, the Alabama Constitutional Revision Commission was created by the Alabama Legislature in 2011 to complete a full review of the 1901 Alabama Constitution and propose a series of revisions to the document, which were completed in 2014, and;

WHEREAS, during the 2015 Regular Session of the Alabama Legislature, county leaders from all 67 Alabama counties came together to actively pursue passage of two proposed constitutional amendments that were borne from the recommendations of the Alabama Constitutional Revision Commission—both of which would allow county governments to operate more efficiently in service to the citizens of Alabama, and;

WHEREAS, the Montgomery County Commission hereby declares its support for the following proposed constitutional amendments to appear on the November 2016 ballot:

- **Proposed Amendment #3**, which was passed during the 2015 Regular Session of the Alabama Legislature as Act 2015-44 to make it more difficult to force a statewide vote on those local constitutional amendments that would only impact the citizens of Montgomery County, and which also includes provisions to prevent statewide voters from overruling the will of the people of Montgomery County should a local constitutional amendment impacting this county be subject to statewide referendum, and;
- **Proposed Amendment #4**, which was passed during the 2015 Regular Session of the Alabama Legislature as Act 2015-220 to allow county commissions to carry out *limited* management and administrative activities in the specified areas of county personnel programs, community programs for litter-free roadways and public property, public transportation, the operation of county offices, and emergency assistance programs; and which also includes a provision allowing citizen input into any proposed programs, policies, or procedures, and *strictly prohibits the levying of any taxes or fees*, and;

WHEREAS, ratification of these proposed constitutional amendments would greatly improve the operation of county government in Montgomery County by: 1) making it harder for voters outside of the county to undermine the voice of local citizens on local issues, and 2) ensuring that county commissions across the state can take management and administrative action on those specified critical issues that impact the day-to-day quality of life for the residents of this great state, and;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby urge all registered voters of Montgomery County to vote in favor of the constitutional amendments proposed by Acts 2015-44 and 2015-220, which will appear on the November 2016 General Election Ballot as Amendments 3 and 4, respectively.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Governor, the Lieutenant Governor, the Speaker of the House of Representatives, and the chairs of the Senate and House Rules Committee.

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name on this the 7th day of November, 2016.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 7th day of November, 2016.

BY: _____
Chairman

ATTEST: _____
County Administrator

17-2

VOTE YES! On Amendment #3

Local Constitutional Amendments

Proposed constitutional amendment #3 would make it harder to force a statewide vote on local constitutional amendments.

Currently, if a constitutional amendment that applies to only one county gets a single dissenting vote in the legislature, it is subject to a statewide vote. This creates situations where voters outside a county effectively undermine the voice of citizens within the affected county. It also significantly adds to the cost of the referendum.

This proposed constitutional amendment would create a two-step voting process in both the House and Senate that would make it less likely for local constitutional amendments affecting only a single county or city to be subject to statewide referendum:

1. An affirmative vote from the members of the body approving the proposed amendment;
2. A second vote to determine whether the issue only affects one county or political subdivision:
 - a. If there are no dissents, the amendment will be subject to a local referendum.
 - b. There would only be a statewide referendum on local amendments if one member of the legislature voted affirmatively to require the statewide vote.

Amendment #3 puts the question of passing local amendments in the hands of local voters. Even if a statewide vote is required, the proposed amendment is ratified ONLY if the local voters vote in favor of the amendment. THE STATEWIDE VOTERS CANNOT OVERRULE THE LOCAL VOTERS.

Questions? Call the Association of County Commissions at 334-263-7594

*Sonny Brasfield: (c) 334-850-7483
Chase Cobb: (c) 334-268-1835*

*Morgan Arrington: (c) 334-207-3936
Terri Sharpley Reynolds: (c) 205-500-6484*

Vote YES! On Amendment 4

County Programs & Administration

Proposed constitutional amendment #4 is part of the reform efforts of the Alabama Constitutional Revision Commission. If passed, it would allow county governments to establish *limited programs related to the management and administration of certain county activities*. It is designed, in part, to allow local governments to make decisions that currently require local legislation—which can sometimes clog the legislative process.

Amendment 4 does not grant "Home Rule" powers to counties, so it is not "Home Rule".

In fact, language in the bill specifically prohibits the levying of taxes or fees, and prohibits any program that would "infringe on a citizen's rights with respect to the use of his or her private property."

The proposal simply provides for county commissions to carry out management and administrative activities in the following areas:

- County personnel programs, policies and procedures;
- Community programs for litter-free roadways, public facilities, and public property;
- Public transportation and the promotion of safety on public roads and rights-of-way;
- Operation of county offices; and
- Emergency assistance programs.

The bill clearly states that these powers do not supersede general or local laws. It further states that the county commission cannot use these powers to change the salary of other elected officials, nor in any way alter or interfere with the duties of other elected officials.

There is also a specific provision for citizen input into any proposed programs, policies, or procedures by providing notice and opportunity to be heard at a county commission meeting where such matters are to be considered.

Questions? Call the Association of County Commissions at 334-263-7594

Sonny Brasfield: (c) 334-850-7483
Chase Cobb: (c) 334-268-1835

Morgan Arrington: (c) 334-207-3936
Terri Sharpley Reynolds: (c) 205-500-6484

**RESOLUTION IN SUPPORT OF
PROPOSED CONSTITUTIONAL AMENDMENT 14**

WHEREAS, the Montgomery County Commission routinely partners with its State Legislators in Montgomery to pass local legislation for the benefit of the citizens residing in Montgomery County, and;

WHEREAS, the Montgomery County Commission has supported the passage and enactment of countless local bills that have contributed to a higher quality of life for the residents of Montgomery County by providing much needed support for critical public services including, but not limited to, local school systems, volunteer firefighter departments, county sheriffs' offices, workforce development programs, community health organizations, and many more, and;

WHEREAS, a technical issue related to a routine procedural vote in the House of Representatives stands to threaten the execution of thousands of local laws, which would have detrimental and long-term consequences for the citizens of Montgomery County and the millions of other Alabamians residing all across this great state, and;

WHEREAS, Act 2016-430 passed during the 2016 Regular Session of the Alabama Legislature proposes a constitutional amendment to ratify and confirm the validity of the procedural vote in question, thereby approving any and all local laws passed by the Alabama Legislature in accordance to the rules of the House or Senate in place at the time of the vote, and;

WHEREAS, ratification of this proposed constitutional amendment would safeguard the communities of Montgomery County by preserving the local laws that support the vitally important public services and institutions that the children, senior citizens, small business owners, and hard-working residents of Montgomery County have come to utilize on a daily basis, and;

WHEREFORE, BE IT HEREBY RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby urge all registered voters of Montgomery County to vote in favor of the constitutional amendment proposed by Act 2016-430, which will appear on the November 2016 General Election Ballot as Amendment 14.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Governor, the Lieutenant Governor, the Speaker of the House of Representatives, and the chairs of the Senate and House Rules Committee.

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name on this the 17th day of October, 2016.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 7th day of November, 2016.

BY: _____
Chairman

ATTEST: _____
County Administrator

18-1

Vote YES! on Amendment #14

Inside Baseball: WHAT YOU SHOULD KNOW

The 3/5 Vote Issue: In order for a bill to pass during a regular legislative session before the adoption of the state budget, Amendment 448 of the Alabama Constitution requires a vote of "*three-fifths of a quorum present*" on a procedural vote known as a budget isolation resolution (BIR). However, the rule adopted by the Alabama House of Representatives to pass the BIR requires the affirmative vote of *three-fifths of a quorum present, and voting*.

The slight difference in the wording and punctuation between Amendment 448 and the adopted House rule is at the heart of constitutional amendment #14.

The Ruling: In December 2015, a Jefferson County Circuit Court ruled that the current BIR voting procedure used by the House of Representatives violated Amendment 448 of the Alabama Constitution. The Jefferson County Circuit Court ruling is now on appeal to the Supreme Court of Alabama. If the Supreme Court invalidates the House rule, then any local law that passed with an affirmative vote count of less than three-fifths of the members in the chamber during the BIR vote could be declared invalid. Since the Jefferson County filing, a challenge has also been filed in Chilton County, and other challenges could be filed at any time.

The Numbers: The Alabama Constitution requires three-fifths of a quorum present to vote on the BIR. The minimum number of House members required in the chamber to constitute a quorum is 53. Three-fifths of 53 is 32 – the absolute minimum number of votes required on the BIR under the constitutional rule. Any local law passed with less than 32 votes on the BIR is at risk if the Supreme Court invalidates the House rule. Additionally, local acts that received affirmative votes from less than three-fifths of the members present in the chamber are also at risk.

For the last three decades, countless local laws have been passed under this rule of the House.

The Solution: If Amendment 14 passes, it would ratify and approve any and all local laws since 1984 that were passed by the Legislature under the House rule in place at the time of the vote.

The Local Impact: Every county would be impacted should Amendment 14 fail. To learn more, visit www.alabamacounties.org/amendment14

Questions? Call the Association of County Commissions at 334-263-7594

Sonny Brasfield: (c) 334-850-7483

Chase Cobb: (c) 334-268-1835

Morgan Arrington: (c) 334-207-3936

Terri Sharpley Reynolds: (c) 205-500-6484

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams
Chairman

Greg Clark
Executive Director

September 27, 2016

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

RE: Rural Planning Organization of Central Alabama

Mr. Mims:

The end of Commissioner Andrew Hall's service on the Montgomery County Commission, Montgomery County will create an empty seat on the Policy Committee for the Rural Planning Organization (RPO). We would like to request that the County Commission vote to appointment a new member to this Committee at their first possible opportunity. The RPO is a transportation planning process serving the rural areas of Alabama and providing a formal link between ALDOT and local governments.

The Policy Committee will meet approximately quarterly and at this time we are working to establish the Committee's meeting schedule for FY2017. We expect that the first meeting of the fiscal year will take place during the month of November and hope that your new appointment will be able to participate in that meeting. During our meetings we will offer training and informational presentations, and the committee will participate in the 2017 update of the Human Services Coordinated Transportation Plan (HSCTP) as well as make recommendations and provide information on potential future projects to be passed on to ALDOT.

We look forward to hearing from you regarding this important position and ask that once an appointment has been made you provide us with the name and contact information of the person selected. If you need additional information please feel free to contact me at (334) 262-4300 or kennis@carpdc.com.

Regards,



Katherine E. Ennis, AICP
Planning Director

cc: Elton N. Dean, Jr., Chairman Montgomery County Commission

19-1

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

October 13, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Appointments to the Southeast Alabama Emergency Medical Services Council, Inc.

Attached is a list of eight individuals who are currently serving on the Southeast Alabama Emergency Medical Services Council, Inc. These individuals have been contacted and six of them would like to be reappointed to another full term on this Council.

Montgomery Fire Department Assistant Fire Chief Ronnie H. Bozeman, desires to be appointed to replace former Assistant Fire Chief Stanley Cooper.

Kevin Harrilson with Care Ambulance desires to be appointed to replace former employee Doug Tisdale.

Thank you for your consideration.

DLM/tn

Attachment

20-1

Southeast Alabama Emergency
Medical Services Council, Inc.**Members:****Term Expires:**

Asst. Fire Chief Stanley Cooper
Medic Division
Montgomery Fire Department
P.O. Box 1111
Montgomery, AL 36101-1111
slcooper@montgomeryal.gov
Work: (334) 625-2960

11/3/2016

Annitta Love
134 Cantabury Lane
Millbrook, AL 36054
Work: (334) 420-4483
Cell: (334) 467-4857

11/3/2016

Mike Green
47 Honeysuckle Lane
Cecil, AL 36013
Home: (334) 277-2153
Cell: (334) 309-5026

11/3/2016

Patti Brown
Haynes Ambulance
2530 East Fifth Street
Montgomery, AL 36107
Work: (334) 241-5259

11/3/2016

John Treat
2845 Zelda Road, Apt. P1
Montgomery, AL 36106
Cell: (334) 318-9924

11/3/2016

Keith Bryan
110 Zolman Road
Ramer, AL 36069
Home: (334) 284-6307
Cell: (334) 303-3840

11/3/2016

Doug Tisdale
1413 Colonial Way
Alabaster, AL 35007
Cell: (334) 850-2636

11/3/2016

Southeast Alabama Emergency
Medical Services Council, Inc.

Kitty Harris
120 West Rosemary Road
Montgomery, AL 36109
(334) 306-0165

11/3/2016

Term: 1 year



PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY

3427 Wallahatchee Rd. • P.O. Box 640099 • Pike Road, AL 36064 • (334) 271-1048

October 4, 2016

Donnie Mims
P.O. Box 1667
Montgomery, AL 36102-1667

RE: RESIGNATION OF DIRECTOR JACK JACKSON

Dear Mr. Mims,

On Monday, September 26, 2016, the Pike Road Volunteer Fire Protection Authority (PRVFPA) Board of Directors regrettably voted to accept Director Jack Jackson's resignation from the Board effective November 30, 2016. Mr. Jackson has served the PRVFPA with distinction for many years as a fire fighter, officer and director. His presence and contributions will be greatly missed.

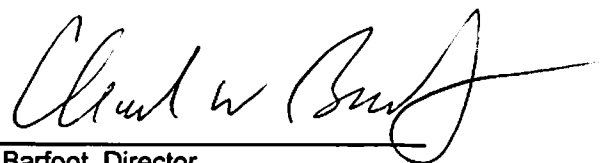
Following this, the Board voted to recommend to the Montgomery County Commission that Mr. Jackson's replacement be Mr. David Livingston. Mr. Livingston is a resident of the fire district and has been a distinguished member of the PRVFPA for 30 years. Additionally, he has indicated his willingness to serve as a director. The Board voted unanimously to recommend that Mr. Livingston fulfill the remainder of Mr. Jackson's current term, which expires March 2017, and also to have Mr. Livingston appointed to another 6-year term when the current term is complete.

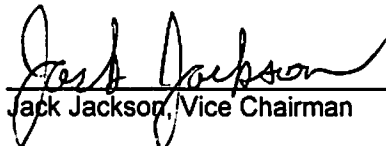
Therefore, the PRVFPA Board of Directors recommends to the Montgomery County Commission, our current County Commissioner and our Commissioner Elect that they accept our selection of Mr. David Livingston as the replacement for Director Jack Jackson.

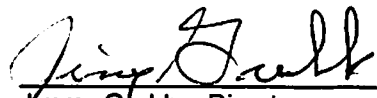
Thank you for your consideration of the Board's recommendation.

Sincerely,


Jane James, Chairman


Will Barfoot, Director


Jack Jackson, Vice Chairman


Jimmy Grubbs, Director


Angie Bradsher, Secretary/Treasurer

Cc: Andrew Hall, County Commissioner
Doug Singleton, Commissioner-Elect
File

21-1

Pike Road Volunteer
Fire Protection Authority

Members:

Term Expires:

Jack Jackson
2112 U S Hwy. 82
Mathews, AL 36052
Cell: 334 300-1690
Office: 334 281-4058
Fax: 334 281-0988
Jackson1690@gmail.com

3/1/2017

Jimmy Grubbs
10608 Old Pike Road
Mathews, AL. 36052
334-288-6051 home
334-315-7007 cell

3/1/2019

Jane James
1864 Flowers Road
Mathews, AL 36052-3003
Home: 272-1734
jamest@alum.mit.edu

3/1/2021

Charles Williamson "Will" Barfoot
HOME: 4280 Wallahatchie Road
Pike Road, AL. 36064
(Home) 334-271-0713
(Cell) 334-315-3426
WORK: 608 South Hull Street
Montgomery, AL. 36104
(Work) 334-834-3444
cwb@barfootschoettker.com

3/1/2020

Angie Bradsher
51 Waters View Drive
Pike Road, Alabama 36064
Cell: (334) 318-6274
angiebradsher@yahoo.com

3/1/2020

cc: Chris Weller (334) 241-8066
Capell and Howard P.C.

Term: 6 years

21-2

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager ^{MS}

DATE: October 13, 2016

RE: Contract No. 51901-16B-028 Janitorial Services

I request that the attached Amendment No. 2 to Falls Facility Services, Inc., contract for janitorial services be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one year, beginning November 16, 2016, and ending on November 15, 2017.

Falls Facility Services, Inc., would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Florence Cauthen, Deputy Administrator.

Attachment

Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102

Amendment
To
Contract # 51901-15B-028

Amendment No. 2

Contract for janitorial services, is hereby extended for one (1) year beginning November 16, 2016 and ending November 15, 2017.

Prices will increase 5%, in accordance with the contract.

All other provisions of the contract will remain the same.

WITNESS:

FALLS FACILITY SERVICES, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *mls*
DATE: October 13, 2016
RE: Invitation to Bid No. 52110-16B-043
Inmate Security

I request approval of award on the above referenced Invitation to Bid to the lowest bidder, North Atlantic Security, in the amount of \$51.62, based on hourly pricing of 14.75 an hour for regular, \$14.75 an hour for unscheduled and \$22.12 an hour for holidays, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for one (1) year, with the option to renew for an additional two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 1st day of December, 2016 between North Atlantic Security of Columbus, MS and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, North Atlantic Security owns and operates a business and desires to furnish Inmate Security Guard Services for Montgomery County Commission, Detention Facility and Montgomery County Youth Facility, as needed, in accordance with all provisions of Invitation to Bid No. 52200-16B-043, as issued by the Montgomery County Commission on September 19, 2016, (hereinafter referred to as the "Invitation to Bid"), a copy of which is attached hereto:

WHEREAS, In Consideration thereof, North Atlantic Security and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will begin December 1, 2016 and will end November 30, 2017. The contract will be for one (1) year with the option to renew for an additional two years in one (1) year periods. At the end of each one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.
3. That the hourly price for Regular and Scheduled Appointments will be \$14.75 per man hour; Unscheduled Appointments and/or Emergency after Hours or on Weekends will be \$14.75 per man hour; and for Holidays \$22.12 per man hour.
5. That Montgomery County Commission and North Atlantic Security shall have the right to terminate this agreement at any time during the contract period by giving a thirty (30) day written notice by either party.
6. That North Atlantic Security shall at all times be in compliance with all specifications and special provisions of the Invitation to bid.
7. That North Atlantic Security agrees to protect, defend, indemnify and

officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of North Atlantic Security, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. North Atlantic agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. North Atlantic Security also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

8. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and North Atlantic Security.
9. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 1st day of December, 2016.

WITNESS:

NORTH ATLANTIC SECURITY

BY:_____

TITLE:_____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY:_____

TITLE:_____

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 52200-16B-043				North Atlantic Security P. O. Box 448 Columbus, MS 39703 Attn: Joseph Brackin (662) 327-3555		Numark International, Inc. 509 West 84th Ave. Suite F Merrillville, Indiana 46410 Attn: Oscar Johnson (877) 404-6275		DTA Security Services NO BID		Twin City Security, LLC NO BID			
ISSUED: SEPTEMBER 19, 2016													
OPENED: OCTOBER 6, 2016													
SHERIFF AND YOUTH FACILITY													
TERMS OF PAYMENT / DISCOUNT:													
				net 15		1st and 15th of each month							
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	REGULAR AND												
	SCHEDULED												
	APPOINTMENTS	EA	1	\$14.75	\$14.75	\$25.00	\$25.00						
2	UNSCHEDULED APPT												
	AFTER HRS/WKENDS	EA	1	\$14.75	\$14.75	\$30.00	\$30.00						
3	HOLIDAYS	EA	1	\$22.12	\$22.12	\$37.50	\$37.50						
	INMATE GUARD												
	SERVICE - SHERIFF												
	AND YOUTH FAC.												
	12 BIDS MAILED												
TOTAL BID AMOUNTS					\$51.62		\$92.50						

Notes:

23-5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 1

<u>DEPARTMENT:</u>	Board of Registrars	<u>REVIEWED:</u>	S. Thomas	10/13/2016
			Finance Director	Date
<u>REQUESTED BY:</u>	George M. Noblin	<u>APPROVED:</u>		
Elected Official/Dept. Head	Date	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Extra Help	001-51920-115	3,030	5,000	8,030
Postage	001-51920-252	23,401	(5,000)	18,401
TOTAL		26,431	0	26,431

JUSTIFICATION:

To realign the budget to cover our two temporary employees (retirees from the office) through the November Presidential Election cycle.

24-1

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Engineering	REVIEWED: S. Thomas	10/13/16
		Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:	
Elected Official/Dept. Head	10/12/2016	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
County Wide Equipment	111-53100.561	650,000	(472,925)	177,075
Co. Engr Off. - Motor Veh	111-53600.551	0	38,847	38,847
Rd D1 - Construction Equip	111-53200.561	0	134,833	134,833
Rd D2 - Construction Equip	111-53300.561	0	134,833	134,833
Constr - Construction Equip	111-53199.561	0	164,413	164,413
TOTAL		650,000	0	650,000

JUSTIFICATION:

To realign budget for County Engineer Office Motor Vehicles, District 1 Construction Equipment, District 2 Construction Equipment, Construction, Construction Equipment

24-2



BOARD OF REGISTRARS MONTGOMERY COUNTY

October 11, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George M. Noblin 
Chairman, Board of Registrars
Lee Sellers, Member
Brenda Daly, Member

SUBJECT: Replacement of Administrative Support Associate and Grade Increase for Existing
Administrative Support Associate

In the past 15 months, The Board of Registrars has experienced the retirement of three senior clerks and the unexpected resignations of two replacements. Regarding these vacancies we have two requests. First, on September 12, 2016, the Commission approved a Position Fill Request for an Administrative Support Associate. After the selection process, we would like to offer the position to an applicant currently employed by another County department. The employee is currently at a much higher pay step and understandably would only transfer at the same rate. Given the difficulty the Board has experienced in maintaining a sufficient and stable workforce, we feel that a transfer with experience would offer the best solution and are asking for a budget increase to cover the increased salary and benefits. The approximate amount needed to cover the difference for the current budget year is \$11,000. The employee would transfer from another General Fund budget, which should realize the same amount in savings.

Secondly, we ask for an out-of-step pay raise (two steps), with an estimated cost of \$2,200 for our only current full time employee, an Administrative Support Associate. The increase is requested for the employee who is currently absorbing the work of the vacant positions. This would be a change from a pay grade of A03-Step 2 to A03-Step 4. Our current budget will cover the increased cost due to the vacancies in the other positions. Fortunately, we have been able to bring back our retired clerks, two as temporary workers and one as a retired rehire on a part-time basis, to at least get us through the November General Election in this extremely busy Presidential Election Cycle.

We respectfully urge the Commission's approval of these requests.



BOARD OF REGISTRARS MONTGOMERY COUNTY

October 11, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George M. Noblin 
Chairman, Board of Registrars
Lee Sellers, Member
Brenda Daly, Member

SUBJECT: Replacement of Administrative Support Associate and Grade Increase for Existing Administrative Support Associate

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We respectfully urge the Commission's approval of these requests.

Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission
Requisition ID: 1219

Date Requisition Created: 9/27/2016 3:15:09 PM

Requisition Properties

Start Date	9/27/2016		Position Number	113
Desired Hire Date	10/11/2016		Recruitment Number	-
Position Type	Prefer Position(s) to be Filled By			
Open Competitive	☒	Open Competitive	☒	

Department and Class Information

Department Name	☒	Self Budget	☒	Job Class Code and Title	☒
Detention Facility		50 - DETENTION FACILITY		CO0419 - Corrections Officer	
Override Dept Name		Certify Register from Alternate Job Class			
Select Department	☒	CO0420 - Corrections Officer			☒

List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

# Vac	Jurisdictions	Emp. Status
1 ☒	Montgomery County ☒	Full-Time ☒

Notes

Position #113 - Replacement of Kryshan Payne

[View Details](#)

Requisition Supporting Information

Proposed			County
Effective	10/11/2016		Payroll
Date of Hire		Pay Grade PCT	Number

Notes

COUNTY
USE ONLY
Manpower
Data Entered
By

COUNTY
USE ONLY
Manpower
Data Entered
On



27-1

Tammy Nix

From: Ken Ward <williamkward97@gmail.com>
Sent: Monday, October 03, 2016 10:31 AM
To: Dan Harris
Subject: School Capital Improvement Project
Attachments: DannellyElementarySchoolRepaving.pdf

Commissioner Harris,

I wanted to reach out to see if the County Commission could help us with funding this capital improvement project for Dannelly Elementary School. We have been working with the City and Montgomery Public Schools to improve the infrastructure at Dannelly Elementary School and Dannelly Park which is located behind the school for the past few months.

The Park is currently maintained by both the City and MPS crews, but is technically owned by the school system. We wanted to see if the Commission could help us with funding for the project, which right now consists of repaving portions of the school carpool driveways and the parking lot for the park. The City has committed \$10,000.00 towards the project and the Alabama Power Foundation has donated \$3,000.00 for new park landscaping and a new park sign.

Attached is the project quotes from MPS, we are wanting funding for the 'Rear Drives and Parking' section of the quote, which on the map is highlighted in blue. The 'Front Parking and Drives' section is being covered by MPS and the 'Dumpster Location' and 'Concrete Work' sections are being postponed due to their current cost.

Please feel free to contact me if you need additional information.
Sincerely,
Ken Ward

--

Ken Ward
334-391-8146
williamkward97@gmail.com

QUOTATION

TRAFFIC CONTROL MARKINGS AND SEALCOATING

Alexander

Sealcoating and Striping, Inc.

P.O. BOX 211032

MONTGOMERY, AL 36121

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

Date 8/9/2016

Terms Net 10

Project _____

TO: MPS
Richard Duck

Email richard.duck@mps.k12.al.us

RE: Dannelly Elementary School

REVISED II

DESCRIPTION

TOTAL

Front Parking and Drives (Red Area)

Item # 1: Sealcoat existing asphalt with 2 coats of asphalt sealer with sand and latex additives per manufacturer's specifications

Approx. 4,063 sy

* Due to the existing cracking in the asphalt there will be reflective cracking through the new asphalt

\$3,455.00

Item # 2: Re-stripe per existing layout

\$975.00

Dumpster Location (Yellow Area)

Item # 1: Remove existing asphalt in its entirety and haul off site (Approx. 3"). Prep subgrade and place 3" of asphalt binder and 1.5" of asphalt surface.

Approx. 2,828 sy

* We are not responsible for any subgrade failures. If subgrade failures happen (likely) we will have to stabilize the subgrade with lime stabilization for an additional charge.

\$61,740.00

Rear Drives and Parking (Blue Area)

Item # 1: Mill existing asphalt to a depth of 1.25" and replace with 1.25" of plant mix asphalt

Approx. 4,230 sy

\$30,015.00

Item # 2: Remove and replace existing rubber speed bumps

Approx. 14 ea

*We are not responsible for replacing rubber speed bumps if they break while removing

\$1,500.00

Item # 3: Stripe lower parking lot as applicable

\$425.00

Concrete Work

Remove and replace damaged concrete (4" thick). Approx. 4,341 sf

\$49,580.00

By signing below you approve to the above listed items and pricing:

X _____ Date: _____

Phone# _____ Email: _____

28-2

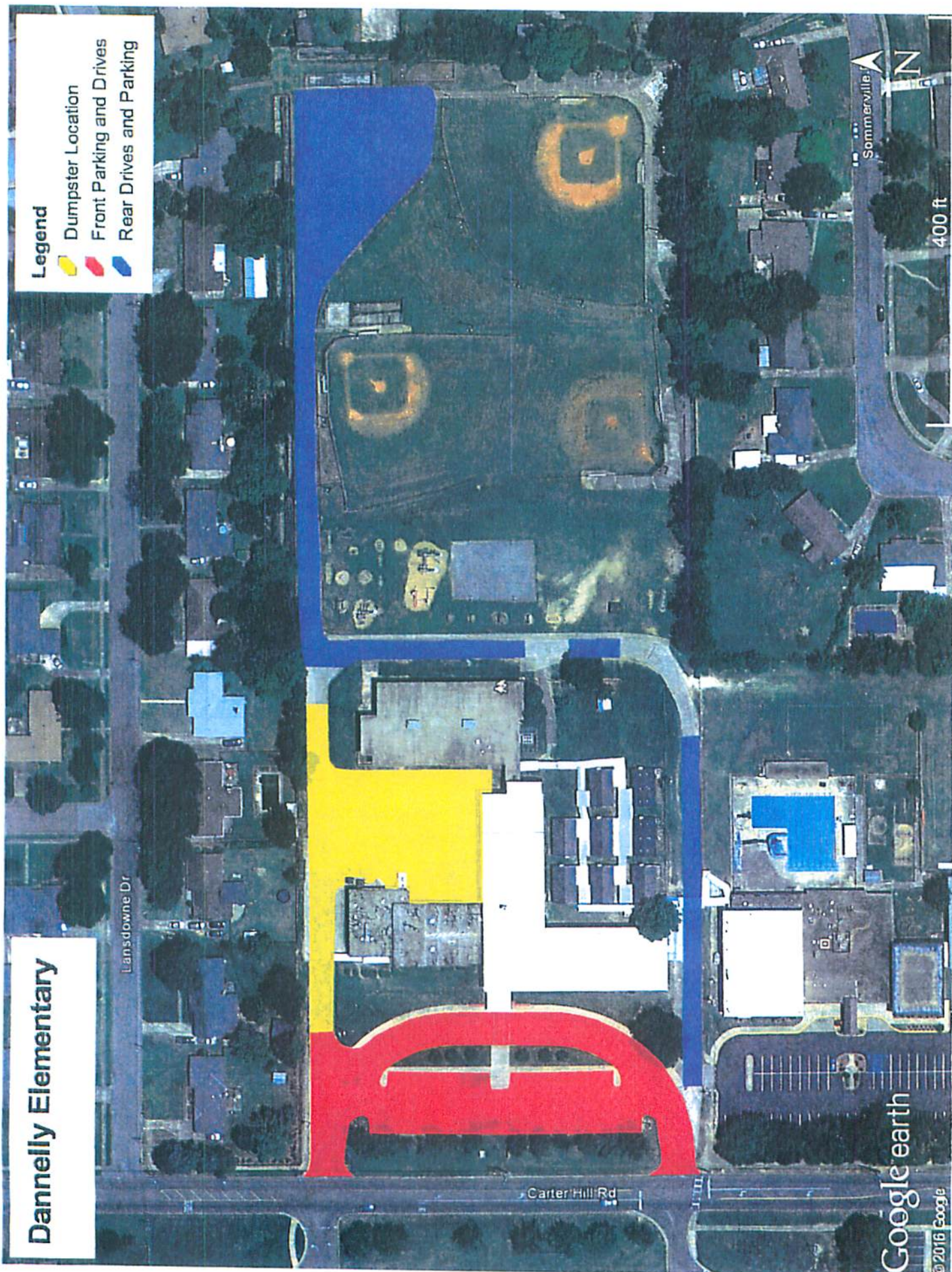
By

Jeff Parker

Dannelly Elementary

Legend

- Dumpster Location
- Front Parking and Drives
- Rear Drives and Parking





September 29, 2016

Mr. Elton N. Dean, Sr.
Chairman
Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36104

Dear Chairman Dean,

Valiant Cross Academy is an all-male school with children primarily from Washington Park, Gibbs Village and greater West Montgomery neighborhoods. We began with one complete class of 6th grade boys. One grade per year will be added up to the 12th grade. Now, we are celebrating our second year, and have full 6th and 7th grade classes with 60 students and currently have a lengthy waiting list. Our student body is comprised of children considered at-risk because of their specific family and home life issues. Valiant Cross Academy is the opportunity these young boys need to "Rise Above" anything. This school is not just teaching academics, but instilling honor, integrity, and belief in one's self. This special school is changing many lives and developing leaders.

Starting a school from scratch is rewarding, exciting and thrilling but also very costly. We survived our first year entirely through private donations. We are now an official 501(c)3 non-profit organization and completely accredited.

Technology is crucial in today's education curriculums. Technology has revolutionized the way we think and learn. Many studies will tell you that technology improves student's learning processes and outcomes, but basically children need to have access to technology to compete, and to keep up with the current and future generation of leaders.

Our students all come from low-income families, so trying to provide them access to the current trends in technology while they learn is very important.

We are in desperate need of laptop computers for our new class of students and educators. We are also in need of a SMART Board system.

We would like the Montgomery County Commission to consider purchasing the MacBook Air computers and necessary adapters, protective cases, and flash storage (Invoice attached), and the SMART Board technology for two of our classrooms. (Estimate attached.)

29-1

We met with Mayor Todd Strange recently about our program, and we welcome and encourage support from The City of Montgomery.

All of these necessary technology systems are \$39,116.45. I can assure you that Valiant Cross Academy is an organization that you can feel good standing behind and investing in. You are not just investing in technology but the future of some very special children.

Respectively,

A handwritten signature in black ink, appearing to read "Kimberly Baker". The signature is fluid and cursive, with the first name "Kimberly" written in a larger, more prominent script than the last name "Baker".

Kimberly Baker
Director of Development
Valiant Cross Academy

From: Valiant Cross absscantool@gmail.com
Subject: Send data from MFP07612692 09/19/2016 12:54
Date: September 19, 2016 at 12:56 PM
To: kimberlycp@aol.com



Scanned from MFP07612692
Date: 09/19/2016 12:54
Pages: 1
Resolution: 200x200 DPI



VALIANT CROSS
ACADEMY

07/28/2016

Purchase Order Number

Vendor:

Apple Inc. c/o Apple Financial Services
216 W. Jackson Blvd., Chicago, IL 60606

Please accept this P.O. on formal Letterhead, approved by VALIANT CROSS ACADEMY, in order to process the equipment as described in the Short Term Payment agreement. With Agreement terms of 1 payment of \$34,918.85 due 09/20/2016:

Equipment as described in "Apple Proposal No: 2203174129"

Part #	Description	QTY	Requested Price	Extended
HFQL2VC/A	Moshi Mini DisplayPort to HDMI Adapter (4K)	5	34.95	174.75
MB572Z/B	Mini DisplayPort to VGA Adapter	5	29.00	145.00
MD199LL/A	Apple TV	2	69.00	138.00
TX323LL/A	Bretford Mobility Cart 30 for MacBook	1	1,799.95	1,799.95
BL31U2LL/A	MacBook Air 5-pack (11-inch/1.6GHz i5/4GB/128GB flash storage/Intel HD Graphics 6000)	6	4,145.00	24,870.00
MMGF2LL/A	MacBook Air 13-inch: 1.6GHz dual-core Intel Core i5, 128GB	7	949.00	6,643.00
BL9K2LL/A	BNDL STM DUX FOR MBA 13 CLEAR/BLACK-USA	1	149.75	149.75
BL9J2LL/A	BNDL STM DUX FOR MBA 11 CLEAR/BLACK-USA	6	149.75	898.50
IIIJN2ZM/A	STM dux Case for MacBook Air 13" Clear/Black	2	49.95	99.90
TOTAL EQUIPMENT COST:				\$34,918.85

Bill to / Ship to Address:

Sincerely,

29-3

Welcome guest, [Log In](#)

Call us: 800-444-3299 Send this
page: info@jtfbus.com

[LIVE CHAT](#) | [My Account](#) | [Help](#) | [Checkout](#)



\$0.00

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**36 Month Defective
Parts Warranty**

[Request A Quote](#)

[next product](#)

SMART Board SBM680VIV2

29-4

Interactive w/ V30 Projector



[Read all 3 Reviews](#) | [Write a review](#)

Retail Price:	\$3,498.00
Sale Price:	\$2,098.80
Item #	Smart board SBM680VIV2
Condition	New
In Stock?	Yes
Shipping	FREE SHIPPING
Quantity	1 add to cart

[Details](#) [Specifications](#) [Comes Standard](#) [Supplies/ accessories](#) [Warranty](#) [Reviews](#)

SMART Board SBM680VIV2 - Smartboard M680VIV2 Interactive Whiteboard

Smart SBM680VIV2 Interactive Board does everything you can do at your computer along with touch screen sensitivity using the SMART Board M680v interactive whiteboard with a SMART V30 projector system. This high-tech interactive system features a **SMART Board M685V** and V30 Projector that allows users to engage in a collaborative experience with support to video and audio connections from a variety of devices. Built for the classroom, the 77-inch **SBM680Viv2** model comes with SMART Notebook® collaborative learning software installed that engage students in dynamic and effortless learning. It operates on four camera

29.5

9-1-2016

LACEY-BOYD NEW YEAR'S DAY PARADE

322 W. Fairview Ave. Montgomery, AL 36108

PH: (334) 263-1035

FAX: (334) 269-4665

ATTN: Montgomery County Commission

RE: Lacey-Boyd New Year's Day Parade Funding

Greetings!

We, the Lacey-Boyd New Year's Day Parade Committee, would like to first express our sincere gratitude for your support of the Lacey-Boyd New Year's Day Parade over the years. As we prepare for this year's parade we would like for it to be a bench mark of our accomplishments over the years, while we strive to make it the best parade yet.

This parade is the first of its kind within the community and has come to be a much anticipated event. As we continue to shine the light on all of the positive things taking place in West Montgomery and promote family togetherness we are requesting \$9,000.00 to help us on our journey.

This year's theme will be "Visions of the Future: Determination and Growth" and we have requested the County Commissioner's very own Commissioner Jiles Williams to lead the way as the Grand Parade Marshall. Deadline for the request is Oct. 31, 2016 as it takes several months to properly plan an event of such magnitude.

For any further assistance feel free to contact myself, Lacey-Boyd at (334) 531-5371.

Gratefully,



Lacey Boyd (Co-Founder)

30-1

Montgomery County Historical Society

Preserving Montgomery's Past for its Future

512 South Court Street 36104
Post Office Box 1829 36102
Montgomery, Alabama

(334) 264-1837 / fax 834-9292
E-mail: mchs@knology.net
Web site: www.montgomerycountyhistoricalsociety.com

September 23, 2016

**Elton N. Dean, Sr.-Chairman
MONTGOMERY COUNTY COMMISSION
Box 1667
Montgomery, AL 36102**

Dear Mr. Dean:

The Montgomery County Historical Society is seeking funds so that our organization can hire an Executive Director to run the day to day operations of the foundation. The current Director, James Fuller can no longer fulfill this duty due to his age and health condtion.

We are seeking \$60,000.00 so that an Executive Director can be hired. The City of Montgomery has pledged to provide us with \$36,000.00 in funding; if the Montgomery County Commission would provide the other forty percent or \$24,000.00.

We are very hopeful that the Montgomery County Commission will agree to provide us with this necessary funding so that we can hire an Executive Director.

Our organization will make a presentation before the Board of the Montgomery County Commission on October 3, 2016.

Thank you again for your kind attention to this important matter.

Sincerely;



**Ray D. Rawlings-Treasurer
RDR/mjm**

Officers:	James W. Fuller, Executive Director; W. R. "Rusty" Gregory, 1st Vice President; Richard P. Hodges, 2nd Vice President; Christina N. Setzer, Secretary; Ray D. Rawlings, Treasurer.
Directors	Christy Anderson, Gary P. Burton, Zac Gibbs, Susan F. Haigler, Luther L. Hill, Seaborn Kennamer, Mary Lynne Levy, Josephine S. McGowin, Charles C. Nicrosi, C. C. Jack Owen, C. Winston Sheehan, Robert E. Seibels III, Helen C. Wells.
Directors Emeritus:	Elizabeth S. Godbold, Frances H. Hill, Charles Clark Hubbard, Henrietta Hill Hubbard.

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UPCOMING BIDS/CONTRACT RENEWALS

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Rebid Date</u>
<u>OCT</u>						
	51100-15B-033	Clean Saturday Trash Pickup	County Commission	Sea Coast Disposal	October 31, 2016	October 31, 2018
	52200-14B-024	Commissary & Trust	Detention Facility	Keefe Commissary		October 31, 2017
<u>NOV</u>						
	52110-14B-025	Sherriff's Uniforms	Sheriff's Office	Azar's Uniforms	November 6, 2016	November 6, 2017
	52110-14B-026	Leather & Accessories	Sheriff's Office	Gulf States Distributors	November 6, 2016	November 6, 2017
	51988-16B-001	Food Trays	County Commission	Chappy's Deli		November 20, 2016
	53100-14B-030	Landscape -Industrial Park	Engineering	Sharp Cut	November 16, 2016	November 16, 2017
	52200-15B-002	Inmate Security	Detention Facility	MSF, Inc.	November 14, 2016	November 14, 2017
	52210-15B-009	Emergency Medical Treatment Transport	Sherriff's Office	Haynes Ambulance	November 30, 2016	November 30, 2017
	57202-15B-026	Drug Testing Equipment	Comm. Corrections	Drug Testing Program Management, Inc.	November 1, 2016	November 1, 2018
	51901-15B-028	Janitorial Services	Support Service	Fall Facility Services	November 15, 2016	November 15, 2018
<u>DEC</u>						
	5110-16B-029	Security Guard Service	County Commission	MSF, Inc.	December 31, 2016	December 31, 2018
	52200-15B-032	Inmate Uniforms	Detention Facility	Acme Supply, Co., Ltd	December 20, 2016	December 20, 2018

**MONTGOMERY COUNTY COMMISSION
SHERIFF PROCESS FEE COLLECTION COMPARISON**

Month Deposited	FY 2016 Collections	FY 2017 Collections	Increase (Decrease)	
			Amount	%
OCTOBER	40,638	43,772	3,134	7.71%
NOVEMBER	40,673			
DECEMBER	35,655			
JANUARY	40,131			
FEBRUARY	39,769			
MARCH	35,100			
APRIL	47,475			
MAY	34,074			
JUNE	34,011			
JULY	44,820			
AUGUST	36,304			
SEPTEMBER	45,981			
TOTAL	474,632	43,772		
YTD Comparison	\$40,638	\$43,772	\$3,134	7.71%

MONTGOMERY COUNTY COMMISSION

TOTAL SALES TAX COLLECTION COMPARISON - New Presentation Showing No Audit Proceeds Or Refunds Paid Out
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016 (Better Presentation For Comparison To City Collections)

FY 16 Compared to FY 15

Month Taxes Deposited	FY 16 County Collections at 1.5%	FY 15 County Collections at 1.5%	Difference	%	FY 14 County Collections at 1.5%	FY 13 County Collections at 1.5%	FY 10 County Collections at 1.5%	FY 07 Total Collections at 1.5%
OCTOBER	\$3,425,185.55	\$3,372,213.86	52,972	1.57%	\$3,253,940.96	\$3,105,048.69	\$2,899,346.96	\$3,516,665.11
NOVEMBER	\$3,472,817.35	\$3,488,968.43	(16,151)	-0.46%	\$3,227,375.17	\$3,134,538.46	\$2,835,012.76	\$3,354,320.41
DECEMBER	\$3,390,391.08	\$3,406,586.61	(16,196)	-0.48%	\$3,291,226.12	\$3,263,054.64	\$2,918,331.65	\$3,315,241.33
JANUARY	\$4,247,131.95	\$4,107,866.90	139,265	3.39%	\$3,858,396.45	\$3,919,183.42	\$3,697,271.38	\$4,471,028.60
FEBRUARY	\$3,243,886.72	\$3,193,876.31	50,010	1.57%	\$2,918,926.11	\$3,014,487.73	\$2,840,648.74	\$3,379,040.47
MARCH	\$3,492,052.67	\$3,389,228.94	102,824	3.03%	\$3,399,717.29	\$3,094,307.58	\$3,043,633.87	\$3,331,995.45
APRIL	\$3,875,222.49	\$3,764,834.62	110,388	2.93%	\$3,603,674.96	\$3,583,428.14	\$3,503,840.63	\$3,856,834.56
MAY	\$3,643,375.69	\$3,500,145.54	143,230	4.09%	\$3,305,893.80	\$3,287,020.85	\$3,115,779.99	\$3,463,717.40
JUNE	\$3,547,817.75	\$3,552,517.86	(4,700)	-0.13%	\$3,387,189.53	\$3,317,026.31	\$3,047,439.84	\$3,613,341.33
JULY	\$3,621,890.61	\$3,553,471.64	68,419	1.93%	\$3,488,643.93	\$3,313,189.60	\$3,121,260.19	\$3,627,299.60
AUGUST	\$3,470,126.08	\$3,467,854.08	2,272	0.07%	\$3,317,443.52	\$3,152,143.53	\$3,055,054.29	\$3,355,083.13
SEPTEMBER	\$3,511,820.88	\$3,431,677.74	80,143	2.34%	\$3,319,856.40	\$3,295,056.53	\$2,988,779.27	\$3,500,110.08
Year to Date	\$42,941,718.82	\$42,229,242.53	712,476	1.69%	\$40,372,284.24	\$39,478,485.48	\$37,066,399.57	\$42,784,677.47

FY TOTALS \$42,229,242.53

NOTES:

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

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

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

Note: FY 2016 Year To Date General Fund Collections Include \$24,649.17 Streamlined Sellers Use Tax (SSUT) Through September 30, 2016.

Note: Current Month September 2016 Collections Do Not Include Extraordinary Receipts Of \$11,872.13 (or 60% of \$19,786.89) Remitted In September 2016 By Taxpayer ID#40865.

Note: Current Month September 2016 Collections Do Not Include Extraordinary Receipts Of \$11,674.31 (or 60% of \$19,457.18) Remitted In September 2016 By Taxpayer ID#47335.

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MONTGOMERY COUNTY COMMISSION
TOTAL SALES TAX COLLECTION COMPARISON - Same Presentation as the Past
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016

FY 16 Compared to FY 15

Month Taxes Deposited	FY 16 County Collections at 1.5%	FY 15 County Collections at 1.5%	Difference	%	FY 14 County Collections at 1.5%	FY 13 County Collections at 1.5%	FY 10 County Collections at 1.5%	FY 07 Total Collections at 1.5%
OCTOBER	\$3,454,774.02	\$3,394,359.13	60,415	1.78%	\$3,280,219.93	\$3,142,293.68	\$2,939,534.46	\$3,516,665.11
NOVEMBER	\$3,487,541.79	\$3,624,138.56	(136,597)	-3.77%	\$3,360,233.90	\$3,189,307.86	\$2,850,712.59	\$3,354,320.41
DECEMBER	\$3,428,684.54	\$3,450,114.82	(21,430)	-0.62%	\$3,302,563.59	\$3,272,129.39	\$2,863,389.45	\$3,315,241.33
JANUARY	\$4,271,023.33	\$4,148,886.31	122,137	2.94%	\$3,866,244.98	\$3,931,474.14	\$3,707,672.59	\$4,471,028.60
FEBRUARY	\$3,299,077.27	\$3,210,816.61	88,261	2.75%	\$2,939,651.95	\$3,049,192.57	\$2,848,671.98	\$3,379,040.47
MARCH	\$3,533,309.84	\$3,399,389.82	133,920	3.94%	\$3,426,651.88	\$3,131,421.86	\$3,061,962.18	\$3,331,995.45
APRIL	\$3,912,863.95	\$3,864,957.27	47,907	1.24%	\$3,823,236.56	\$3,599,524.70	\$3,529,396.01	\$3,856,834.56
MAY	\$3,672,532.46	\$3,610,671.96	61,861	1.71%	\$3,325,763.15	\$3,299,131.70	\$3,146,504.02	\$3,463,717.40
JUNE	\$3,578,988.60	\$3,589,684.79	(10,696)	-0.30%	\$3,410,641.51	\$3,346,454.43	\$3,098,242.43	\$3,613,341.33
JULY	\$3,815,430.38	\$3,790,269.37	25,161	0.66%	\$3,628,315.87	\$3,349,663.44	\$3,171,968.28	\$3,627,299.60
AUGUST	\$3,577,400.69	\$3,482,711.20	94,689	2.72%	\$3,419,724.55	\$3,153,053.75	\$2,942,105.45	\$3,355,083.13
SEPTEMBER	\$3,521,328.41	\$3,460,884.04	60,444	1.75%	\$3,444,583.38	\$3,292,477.17	\$3,028,207.58	\$3,500,110.08
Year to Date	\$43,552,955.28	\$43,026,883.88	526,071	1.22%	\$41,227,831.25	\$39,756,124.69	\$37,188,367.02	\$42,784,677.47

FY TOTALS \$43,026,883.88

NOTES:

Note: FY 2016 Year To Date General Fund Collections Include \$24,649.17 Streamlined Sellers Use Tax (SSUT) Through September 30, 2016.

Note: Current Month September 2016 Collections Include Extraordinary Receipts Of \$11,872.13 (or 60% of \$19,786.89) Remitted In September 2016 By Taxpayer ID#40865.

Note: Current Month September 2016 Collections Include Extraordinary Receipts Of \$11,674.31 (or 60% of \$19,457.18) Remitted In September 2016 By Taxpayer ID#47335.

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MONTGOMERY COUNTY COMMISSION

MONTGOMERY COUNTY SCHOOL BOARD SALES TAX COLLECTION COMPARISON - New Presentation Showing No Audit Proceeds Or Refunds Paid Out
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016 (Better Presentation For Comparison To City Collections)

FY 16 Compared to FY 15

Month Taxes Deposited	FY 16 County Collections at 1.0%	FY 15 County Collections at 1.0%	Difference	%	FY 14 County Collections at 1.0%	FY 13 County Collections at 1.0%	FY 10 Total Collections at 1.0%	FY 07 Total Collections at 1.0%
OCTOBER	\$2,266,642.57	\$2,225,694.19	40,948	1.84%	\$2,140,563.20	\$2,035,268.61	\$1,893,218.08	\$2,336,878.89
NOVEMBER	\$2,308,685.19	\$2,307,237.48	1,448	0.06%	\$2,123,088.19	\$2,050,214.94	\$1,855,446.45	\$2,241,537.84
DECEMBER	\$2,236,706.66	\$2,256,396.51	(19,690)	-0.87%	\$2,169,555.98	\$2,156,268.11	\$1,906,191.19	\$2,174,549.44
JANUARY	\$2,821,172.62	\$2,711,194.29	109,978	4.06%	\$2,559,366.17	\$2,608,733.79	\$2,426,650.42	\$2,967,724.05
FEBRUARY	\$2,144,517.71	\$2,094,244.71	50,273	2.40%	\$1,944,321.08	\$1,968,248.59	\$1,852,039.84	\$2,253,143.01
MARCH	\$2,301,627.89	\$2,225,802.98	75,825	3.41%	\$2,243,986.50	\$2,022,402.12	\$1,987,878.13	\$2,203,462.52
APRIL	\$2,551,583.97	\$2,480,564.76	71,019	2.86%	\$2,377,920.10	\$2,349,908.28	\$2,295,451.42	\$2,552,776.74
MAY	\$2,396,336.01	\$2,304,330.43	92,006	3.99%	\$2,216,594.87	\$2,151,387.07	\$2,035,714.92	\$2,290,604.35
JUNE	\$2,338,747.23	\$2,338,958.13	(211)	-0.01%	\$2,243,196.38	\$2,170,841.10	\$1,989,820.56	\$2,391,375.92
JULY	\$2,372,404.92	\$2,340,193.39	32,212	1.38%	\$2,309,266.99	\$2,170,477.57	\$2,043,667.02	\$2,413,981.16
AUGUST	\$2,279,205.95	\$2,280,174.47	(969)	-0.04%	\$2,192,463.54	\$2,131,173.21	\$1,996,633.51	\$2,231,903.25
SEPTEMBER	\$2,312,121.23	\$2,260,947.17	51,174	2.26%	\$2,187,947.94	\$2,183,146.41	\$1,953,355.70	\$2,342,155.12
Year to Date	\$28,329,751.95	\$27,825,738.51	504,013	1.81%	\$26,708,270.94	\$25,998,069.80	\$24,236,067.24	\$28,400,092.29

FY TOTALS \$27,825,738.51

NOTES:

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

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

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

Note: Current Month August 2016 Collections Do Not Include Streamlined Sellers Use Tax (SSUT). FY 16 Year To Date Collections Total Above Does Include \$2,267.50 For SSUT Collections To Date Through September 30, 2016 For 40% Of SSUT Collections Received In FY 16 Through May 31, 2016.

Note: Current Month September 2016 Collections Do Not Include Extraordinary Receipts Of \$7,914.76 (or 40% of \$19,786.89) Remitted In September 2016 By Taxpayer ID#40865.

Note: Current Month September 2016 Collections Do Not Include Extraordinary Receipts Of \$7,782.87 (or 40% of \$19,457.18) Remitted In September 2016 By Taxpayer ID#47335.

MONTGOMERY COUNTY COMMISSION

**MONTGOMERY COUNTY SCHOOL BOARD SALES TAX COLLECTION COMPARISON - Same Presentation as the Past
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

FY 16 Compared to FY 15

Month Taxes Deposited	FY 16 County Collections at 1.0%	FY 15 County Collections at 1.0%	Difference	%	FY 14 County Collections at 1.0%	FY 13 County Collections at 1.0%	FY 10 Total Collections at 1.0%	FY 07 Total Collections at 1.0%
OCTOBER	\$2,286,368.22	\$2,239,274.92	47,093	2.10%	\$2,158,082.51	\$2,059,868.92	\$1,920,009.74	\$2,336,878.89
NOVEMBER	\$2,316,642.62	\$2,397,350.91	(80,708)	-3.37%	\$2,211,660.67	\$2,073,083.78	\$1,865,913.01	\$2,241,537.84
DECEMBER	\$2,261,187.29	\$2,285,415.32	(24,228)	-1.06%	\$2,175,889.07	\$2,161,032.89	\$1,869,563.07	\$2,174,549.44
JANUARY	\$2,837,072.94	\$2,738,514.41	98,559	3.60%	\$2,563,030.73	\$2,616,927.60	\$2,433,584.56	\$2,967,724.05
FEBRUARY	\$2,181,311.40	\$2,105,538.24	75,773	3.60%	\$1,930,503.86	\$1,991,385.15	\$1,857,388.66	\$2,253,143.01
MARCH	\$2,322,353.10	\$2,245,000.21	77,353	3.45%	\$2,261,069.69	\$2,074,146.97	\$2,000,097.00	\$2,203,462.52
APRIL	\$2,576,678.28	\$2,547,313.19	29,365	1.15%	\$2,524,294.50	\$2,360,555.16	\$2,312,488.34	\$2,552,776.74
MAY	\$2,413,850.78	\$2,378,014.71	35,836	1.51%	\$2,229,841.11	\$2,159,460.97	\$2,056,197.60	\$2,290,604.35
JUNE	\$2,359,527.79	\$2,363,736.09	(4,208)	-0.18%	\$2,233,171.70	\$2,183,872.05	\$2,032,869.37	\$2,391,375.92
JULY	\$2,527,504.00	\$2,498,058.55	29,445	1.18%	\$2,402,381.61	\$2,194,793.45	\$2,095,198.37	\$2,413,981.16
AUGUST	\$2,350,722.35	\$2,290,079.21	60,643	2.65%	\$2,260,650.90	\$2,131,451.32	\$1,921,334.27	\$2,231,903.25
SEPTEMBER	\$2,318,459.58	\$2,283,189.10	35,270	1.54%	\$2,271,099.25	\$2,178,821.22	\$1,979,641.24	\$2,342,155.12
Year to Date	\$28,751,678.35	\$28,371,484.86	380,193	1.34%	\$27,221,675.60	\$26,185,399.48	\$24,344,285.23	\$28,400,092.29

FY TOTALS \$28,371,484.86

NOTES:

Note: Current Month August 2016 Collections Do Not Include Streamlined Sellers Use Tax (SSUT). FY 16 Year To Date Collections Total Above Does Include \$2,267.50 For SSUT Collections To Date Through September 30, 2016 For 40% Of SSUT Collections Received In FY 16 Through May 31, 2016.

Note: Current Month September 2016 Collections Include Extraordinary Receipts Of \$7,914.76 (or 40% of \$19,786.89) Remitted In September 2016 By Taxpayer ID#40865.

Note: Current Month September 2016 Collections Include Extraordinary Receipts Of \$7,782.87 (or 40% of \$19,457.18) Remitted In September 2016 By Taxpayer ID#47335.

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**MONTGOMERY COUNTY COMMISSION
TOTAL LODGING TAX COLLECTION COMPARISON
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

Month Taxes Deposited	FY 16 County Collections (Net of Audits)	FY 15 County Collections (Net of Audits)	Difference of FY 15	FY 14 County Collections (Net of Audits)	FY 13 County Collections (Net of Audits)	FY 12 County Collections (Net of Audits)	FY 11 County Collections (Net of Audits)	FY 10 County Collections (Net of Audits)	FY 09 County Collections (Net of Audits)	FY 08 County Collections (Net of Audits)	FY 07 County Collections
OCTOBER	\$210,404.70	\$202,931.97	\$7,472.73	\$125,810.01	\$130,518.53	\$129,788.39	\$90,450.70	\$76,167.78	\$90,394.00	\$85,389.00	\$96,766.68
NOVEMBER	\$228,350.62	\$203,853.15	\$24,497.47	\$134,418.39	\$129,403.01	\$136,865.64	\$97,820.73	\$83,493.00	\$91,018.26	\$82,912.00	\$89,391.10
DECEMBER	\$202,331.12	\$198,304.69	\$4,026.43	\$131,512.41	\$122,045.52	\$135,043.41	\$73,352.85	\$75,264.67	\$78,616.00	\$70,910.00	\$81,974.31
JANUARY	\$198,176.50	\$189,614.07	\$8,562.43	\$175,562.73	\$119,034.95	\$116,960.65	\$117,494.72	\$77,080.62	\$63,846.00	\$74,508.00	\$71,218.23
FEBRUARY	\$195,375.25	\$185,372.85	\$10,002.40	\$173,369.88	\$110,354.05	\$112,071.38	\$110,488.53	\$79,625.91	\$65,773.76	\$69,418.38	\$72,734.13
MARCH	\$221,142.25	\$203,648.13	\$17,494.12	\$202,573.31	\$120,791.98	\$140,556.61	\$133,350.07	\$91,658.00	\$89,980.66	\$104,324.00	\$79,463.09
APRIL	\$251,651.72	\$241,254.42	\$10,397.30	\$223,538.94	\$154,554.57	\$155,696.79	\$143,432.70	\$97,434.00	\$89,419.80	\$98,280.44	\$91,745.00
MAY	\$252,495.43	\$216,027.19	\$36,468.24	\$203,301.77	\$138,910.11	\$132,858.15	\$135,834.83	\$90,676.00	\$83,291.00	\$94,118.00	\$103,146.70
JUNE	\$246,726.91	\$241,147.97	\$5,578.94	\$226,716.73	\$143,536.96	\$138,452.50	\$133,739.74	\$86,555.65	\$90,215.00	\$88,706.00	\$80,069.00
JULY	\$245,468.51	\$242,538.42	\$2,930.09	\$238,103.50	\$147,306.61	\$146,942.79	\$145,371.25	\$96,492.84	\$87,515.78	\$101,972.09	\$91,751.00
AUGUST	\$239,377.56	\$238,712.00	\$665.56	\$238,386.25	\$146,925.48	\$146,822.89	\$147,058.66	\$96,310.00	\$94,001.00	\$92,973.52	\$89,222.00
SEPTEMBER	\$218,589.37	\$214,232.48	\$4,356.89	\$203,577.01	\$137,316.54	\$139,758.00	\$142,709.12	\$87,044.00	\$86,034.26	\$95,529.98	\$87,431.00
Year to Date	\$2,710,089.94	\$2,577,637.34	\$132,452.60	\$2,276,970.93	\$1,600,698.31	\$1,631,817.20	\$1,471,103.90	\$1,037,802.47	\$1,010,105.52	\$1,059,041.41	\$1,034,912.24
FY TOTALS		\$2,577,637.34									

NOTES:

Lodging Rate Changed Effective December 1, 2013. Rate Increased From \$1.50 To \$2.25 Per Room Rent/Furnished. Lodging Rate Was \$1.50 Per Room Rent/Furnished From December 1, 2010 Through November 30, 2013. Initial Lodging Rate Was \$1.00 Per Room Rent/Furnished From April 1, 2005 Through November 30, 2010.

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

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MONTGOMERY COUNTY COMMISSION
TOTAL MOTOR FUEL / GASOLINE TAX COLLECTION COMPARISON
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016

Month Taxes Deposited	FY 16 County Collections	FY 15 County Collections	Difference	FY 16 % of FY 15	FY 14 County Collections	FY 13 County Collections	FY 12 County Collections	FY 11 County Collections	FY 10 County Collections	FY 09 County Collections	FY 08 County Collections	FY 07 County Collections
OCTOBER	\$132,886.21	\$127,603.30	\$5,282.91	4.14%	\$115,849.14	\$117,747.11	\$122,397.70	\$129,485.41	\$128,602.75	\$122,819.40	\$131,431.18	\$147,134.81
NOVEMBER	\$137,399.54	\$133,268.71	\$4,130.83	3.10%	\$144,887.33	\$128,927.51	\$126,138.43	\$131,821.66	\$131,109.74	\$140,959.08	\$139,649.82	\$149,345.81
DECEMBER	\$126,037.20	\$122,059.10	\$3,978.10	3.26%	\$119,369.29	\$119,209.28	\$123,734.46	\$122,993.67	\$121,824.96	\$126,525.74	\$130,576.82	\$142,001.39
JANUARY	\$134,503.41	\$134,158.69	\$344.72	0.26%	\$124,428.93	\$119,438.35	\$123,368.06	\$132,469.50	\$134,624.20	\$133,168.99	\$132,710.13	\$137,632.24
FEBRUARY	\$118,284.06	\$133,657.15	-\$15,373.09	-11.50%	\$116,262.54	\$120,575.79	\$116,317.80	\$117,843.96	\$124,816.72	\$124,744.47	\$122,467.49	\$128,594.64
MARCH	\$136,621.09	\$124,054.65	\$12,566.44	10.13%	\$113,158.87	\$116,366.70	\$118,944.86	\$119,740.83	\$122,760.76	\$122,181.42	\$127,836.30	\$129,748.15
APRIL	\$139,243.86	\$138,516.44	\$727.42	0.53%	\$129,165.59	\$132,760.62	\$125,195.99	\$133,872.83	\$140,254.46	\$131,464.61	\$143,992.83	\$121,070.37
MAY	\$135,716.55	\$139,860.22	-\$4,143.67	-2.96%	\$127,462.01	\$128,976.82	\$127,146.28	\$128,147.03	\$139,372.47	\$134,069.49	\$134,662.63	\$130,277.77
JUNE	\$141,152.25	\$138,102.44	\$3,049.81	2.21%	\$132,708.57	\$135,036.74	\$133,057.98	\$131,383.85	\$138,630.67	\$130,919.07	\$150,668.15	\$142,064.46
JULY	\$136,208.59	\$141,991.34	-\$5,782.75	-4.07%	\$128,657.59	\$136,899.14	\$129,894.40	\$130,793.70	\$137,671.94	\$135,859.21	\$133,863.13	\$136,886.87
AUGUST	\$140,874.49	\$142,936.80	-\$2,062.31	-1.44%	\$137,914.11	\$134,598.24	\$132,248.94	\$127,265.33	\$130,748.17	\$126,087.38	\$137,111.09	\$138,154.02
SEPTEMBER	\$143,894.35	\$137,629.68	\$6,264.67	4.55%	\$134,963.91	\$131,991.94	\$136,543.09	\$137,599.99	\$135,878.23	\$140,923.91	\$137,251.76	\$109,066.03
Year to Date	\$1,622,821.60	\$1,613,838.52	\$8,983.08	0.56%	\$1,524,827.88	\$1,522,528.24	\$1,514,987.99	\$1,543,417.76	\$1,586,295.07	\$1,569,722.77	\$1,622,221.33	\$1,611,976.56

FY Totals \$1,613,838.52

34-6

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

Statistical Report for September 2016

Federal Prisoners Received	20
Federal Prisoner Carryovers from Previous Month	69
Total Federal Inmate Days	1927

State Inmates Received	333
State Inmate Carryovers from Previous Month	353
Total State Inmates in Facility this Month	686
Total Carryovers to Next Month	497
Total State Inmate Days	14,879

Total Inmates (State and Federal Combined)	775
Total Inmate Days (State and Federal Combined)	16,806

* Average Daily Population	<u>600</u>
----------------------------	------------

Total Days Billed to the State	14,879
Amount Charged to the State	\$ 26,038.25
Sheriff's Allowance	\$ 337.50
Total Charged to the State	\$ 26,375.75

Total Spent for Food this Month	\$46,450.12
Amount Over Allowance	\$46,112.62
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$3.12

35-1

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

September 2016 Monthly Jail Report -- State Inmates

Number of Inmates Brought Over from Previous Month:

O/M	6	1.02%
W/M	55	16.33%
B/M	257	68.37%
W/F	13	6.12%
B/F	22	8.16%
O/F	0	0.00%
Total	353	100.00%

Number of Inmates Received During the Month:

O/M	1	0.30%
W/M	48	14.41%
B/M	214	64.26%
W/F	21	6.31%
B/F	49	14.71%
O/F	0	0.00%
Total	333	100.00%

Total Number of Inmates in Jail During the Month:

O/M	7	1.02%
W/M	103	15.01%
B/M	471	68.66%
W/F	34	4.96%
B/F	71	10.35%
O/F	0	0.00%
Total	686	100.00%

Number of Inmates Released or Removed During the Month:

O/M	2	1.06%
W/M	31	16.40%
B/M	97	51.32%
W/F	16	8.47%
B/F	43	22.75%
O/F	0	0.00%
Total	189	100.00%

Number of Inmates Carried Over at the Close of the Month:

O/M	5	1.01%
W/M	72	14.49%
B/M	374	75.25%
W/F	18	3.62%
B/F	28	5.63%
O/F	0	0.00%
Total	497	100.00%

2016-09-30 10:00

35-2

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

September 2016 Monthly Jail Report -- Federal Inmates

Number of Inmates Brought Over from Previous Month:

O/M	8
W/M	19
B/M	32
W/F	4
B/F	4
O/F	<u>2</u>
Total	69

Number of Inmates Received During the Month:

O/M	4
W/M	5
B/M	7
W/F	1
B/F	3
O/F	<u>0</u>
Total	20

Number of Inmates in Jail During the Month:

O/M	12
W/M	24
B/M	39
W/F	5
B/F	7
O/F	<u>2</u>
Total	89

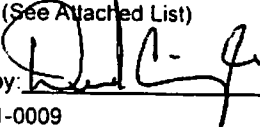
Number of Inmates Released or Removed During the Month:

O/M	6
W/M	12
B/M	12
W/F	2
B/F	1
O/F	<u>0</u>
Total	33

Number of Inmates Carried Over at the Close of the Month:

O/M	6
W/M	12
B/M	27
W/F	3
B/F	6
O/F	<u>2</u>
Total	56

35-3

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO Invoice #09-2016	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101			DATE VOUCHER PREPARED 10/03/2016		SCHEDULE NO	
			CONTRACT NUMBER AND DATE		PAID BY USMS M/AL Montgomery	
			REQUISITION NUMBER AND DATE			
PAYEE'S NAME AND ADDRESS Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009			DATE INVOICE RECEIVED			
			DISCOUNT TERMS			
			PAYEE'S ACCOUNT NUMBER			
			SHIPPED FROM			TO
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUANTITY	UNIT PRICE		AMOUNT (1)
				COST	PER	
SEPT Jail Bill 09/01/2016 to 09/30/2016	09/30/2016	Housing of Federal Inmates Montgomery County Jail (See Attached List) Submitted by:  IGA # 02-11-0009 COR: _____ PH-4AP-D02- -HSG-	1927	48	Day	92,496.00
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below) TOTAL						92,496.00
PAYMENT ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE	APPROVED FOR		EXCHANGE RATE		DIFFERENCES	
	= \$		= \$1.00			
	BY ²					
	TITLE				Amount verified, correct for payment	
					(Signature or initials)	
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
(Date)		(Authorized Certifying Officer) ²			(Title)	
ACCOUNTING CLASSIFICATION						
SOC:25801 1561020XD H52 D02 HDH5000D						
PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)	
	CASH	DATE		PAYEE ³		
¹ When stated in foreign currency, insert name of currency ² If the ability to certify and authority to approve are combined in one person, one signature only is necessary, otherwise the approving officer will sign in the space provided, over his official title ³ When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.					PER	
					TITLE	

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

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

35-4

Standard Form 1034 Revised October 1987 Department of the Treasury 1 FPM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO Invoice #09-2016																	
U.S. DEPARTMENT, BUREAU OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101				DATE VOUCHER PREPARED 10/03/2016 CONTRACT NUMBER AND DATE REQUISITION NUMBER AND DATE 																		
PAYEE'S NAME AND ADDRESS Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009				PAID BY USMS M/AL Montgomery																		
				DATE INVOICE RECEIVED 																		
				DISCOUNT TERMS 																		
				PAYEE'S ACCOUNT NUMBER 																		
SHIPPED FROM 				GOVERNMENT BAL NUMBER 																		
NUMBER AND DATE OF ORDER Sept Jail Bill 9/01/2016 to 9/30/2016		DATE OF DELIVERY OR SERVICE 09/30/2016		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</th> <th rowspan="2">QUAN-TITY</th> <th colspan="2">UNIT PRICE</th> <th rowspan="2">AMOUNT (1)</th> </tr> <tr> <th>COST</th> <th>PER</th> </tr> </thead> <tbody> <tr> <td>Non-Medical Transport of Federal Inmates</td> <td>1301</td> <td>0.54</td> <td>Mile</td> <td>702.54</td> </tr> <tr> <td>Montgomery County Jail (See Attached List)</td> <td>0</td> <td>0.54</td> <td></td> <td>0.17</td> </tr> </tbody> </table> Submitted by: IGA # 02-11-0009 COR: _____ PT-4AP-D02- -TRP-		ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN-TITY	UNIT PRICE		AMOUNT (1)	COST	PER	Non-Medical Transport of Federal Inmates	1301	0.54	Mile	702.54	Montgomery County Jail (See Attached List)	0	0.54		0.17
ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN-TITY	UNIT PRICE		AMOUNT (1)																		
		COST	PER																			
Non-Medical Transport of Federal Inmates	1301	0.54	Mile	702.54																		
Montgomery County Jail (See Attached List)	0	0.54		0.17																		
(Use continuation sheet(s) if necessary)																						
TOTAL					702.71																	
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE																						
APPROVED FOR BY 2 TITLE		EXCHANGE RATE =\$ =\$1.00		DIFFERENCES Amount verified, correct for payment (Signature or initials)																		
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.																						
(Date)		(Authorized Certifying Officer) 2		(Title)																		
ACCOUNTING CLASSIFICATION																						
SOC:25302/2292 1561020XD H52 D02 HDT5001D																						
PAID BY	CHECK NUMBER ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER ON (Name of bank)																			
	CASH DATE		PAYEE 3																			
1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be					PER TITLE 																	

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

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

35-5

THE STATE OF ALABAMA,

Vendor Number

63600165305

Payable to

MCC & Derrick Cunningham

Sheriff of

Montgomery

County.

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

September, 2016

Date	Total # In Jail	Insane	Juvenile	Federal	Other	# In Jail State	Per Capita	Sheriff's Allowance
1	494					494	\$ 864.50	\$ 11.25
2	497					497	\$ 869.75	\$ 11.25
3	489					489	\$ 855.75	\$ 11.25
4	488					488	\$ 854.00	\$ 11.25
5	494					494	\$ 864.50	\$ 11.25
6	489					489	\$ 855.75	\$ 11.25
7	490					490	\$ 857.50	\$ 11.25
8	493					493	\$ 862.75	\$ 11.25
9	499					499	\$ 873.25	\$ 11.25
10	496					496	\$ 868.00	\$ 11.25
11	496					496	\$ 868.00	\$ 11.25
12	502					502	\$ 878.50	\$ 11.25
13	507					507	\$ 887.25	\$ 11.25
14	502					502	\$ 878.50	\$ 11.25
15	496					496	\$ 868.00	\$ 11.25
16	491					491	\$ 859.25	\$ 11.25
17	487					487	\$ 852.25	\$ 11.25
18	489					489	\$ 855.75	\$ 11.25
19	489					489	\$ 855.75	\$ 11.25
20	497					497	\$ 869.75	\$ 11.25
21	501					501	\$ 876.75	\$ 11.25
22	503					503	\$ 880.25	\$ 11.25
23	503					503	\$ 880.25	\$ 11.25
24	497					497	\$ 869.75	\$ 11.25
25	495					495	\$ 866.25	\$ 11.25
26	502					502	\$ 878.50	\$ 11.25
27	501					501	\$ 876.75	\$ 11.25
28	501					501	\$ 876.75	\$ 11.25
29	502					502	\$ 878.50	\$ 11.25
30	489					489	\$ 855.75	\$ 11.25
31	0					0	\$ -	\$ -
Total	14879	0	0	0	0	14879	\$ 26,038.25	\$ 337.50

Amount Chargeable to the State (0900-14) \$ 26,038.25

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

Total Amount \$ 26,375.75

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

Before me

MCC & Derrick Cunningham

makes oath that the within account for
that no part here of has been paid.

Notary Public, personally appeared

Sheriff of said County, who being by me sworn,

26375.75

Dollars is correct and

[Signature]
Sheriff Signature

Sworn to and subscribe before me this

4th

day of

October

, 20 16

[Signature]
Notary Public Signature

35-6

Community Corrections Census & Fiscal Report

PROGRAM TYPE:	Oct, 15	Nov, 15	Dec, 15	Jan, 16	Feb, 16	Mar, 16	Apr, 16	May, 16	June, 16	July, 16	Aug, 16	Sept, 16	TOTAL:
-County Probation Offenders	108	116	120	121	116	102	97	96	89	111	117	128	
Fees Collected	680.00	675.00	575.00	675.00	675.00	505.00	380.00	230.00	235.00	330.00	285.00	482.00	\$5,737.00
-Pre-Trial Release Participants	36	37	38	35	34	35	34	41	42	40	44	44	
(Jail Bed- Days Saved)	1116	1200	1232	1055	947	959	988	1055	1116	1114	1083	1083	
Fees Collected	430.00	330.00	523.00	435.00	560.00	634.00	440.00	500.00	470.00	258.00	631.00	530.00	\$5,741.00
-Drug Court Offenders	20	20	17	20	22	26	24	24	19	18	19	17	
Fees Collected	2,194.00	2,214.00	1,912.00	2,110.00	2,554.00	2,750.00	2,471.00	3,028.00	2,316.00	2,255.00	2,755.00	2,084.00	\$28,623.00
-Jail/Prison Diversion Offenders	130	142	145	144	137	138	141	141	152	155	154	162	
Fees Collected	2,589.25	2,344.00	2,390.00	2,265.00	3,114.00	2,750.00	2,595.00	2,697.00	2,627.00	2,925.00	2,880.00	2,906.00	\$32,042.25
Amt. Billed to AL Dept. of Corrections	28,200.00	28,220.00	28,950.00	29,940.00	27,580.00	29,380.00	27,570.00	27,650.00	26,340.00	32,480.00	32,590.00	32,700.00	\$351,600.00
-Electronic Monitoring Offenders	0	0	0	0	0	0	0	0	0	0	0	0	
Fees Collected	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
-Drug Screenings	173	138	158	250	225	261	209	262	192	228	215	215	
Fees Collected	1,070.00	1,225.00	805.00	1,465.00	1,325.00	1,440.00	1,445.00	1,920.00	975.00	1,100.00	1,320.00	1,150.00	\$15,240.00
-E.V.E.N. DV Program Enrolled	124	104	111	116	124	124	124	120	109	112	115	104	
Fees Collected	2,663.50	1,880.00	2,130.00	2,140.00	2,535.00	2,207.50	1,745.00	1,302.50	2,105.00	1,830.00	2,000.00	1,910.00	\$24,448.50
-Other Fees Collected	493.00	330.00	280.00	235.00	275.00	260.00	175.00	295.00	140.00	115.00	1240.00	100.00	\$3,938.00
TOTAL FEES: (15-16 FY)	\$ 38,299.75	\$ 37,218.00	\$ 37,565.00	\$ 39,265.00	\$ 38,618.00	\$ 39,928.50	\$ 36,831.00	\$ 37,622.50	\$ 35,208.00	\$ 41,293.00	\$ 43,681.00	\$ 41,842.00	\$ 467,369.75
Prior Year Fees (Comparison):	\$40,739.00	\$39,797.00	\$37,769.50	\$40,304.50	\$36,472.00	\$39,649.00	\$37,506.00	\$37,853.50	\$37,275.00	\$37,040.00	\$37,376.50	\$37,838.50	
TOTAL POPULATION SERVED:	418	419	431	436	433	425	420	422	411	436	449	455	
(Population at end of Reporting Month)													
Comparison Population Previous Year	403	403	419	415	411	398	410	410	413	418	429	422	
-Community Service Participants	7	9	4	6	9	9	9	13	12	11	14	14	
(Community Service Hours)	187	27	14	30	10	91	95	95	140	127	73	152	
Value of Labor at \$7.25 per Hr.	\$ 1,355.03	\$ 195.75	\$ 101.50	\$ 217.50	\$ 72.50	\$ 659.97	\$ 688.75	\$ 688.75	\$ 1,015.00	\$ 920.75	\$ 529.25	\$ 1,102.00	\$7,546.74
(Minimum Wage)													

	<u>Drug Court</u>	<u>AL D.O.C.</u>	<u>Client Fees</u>	<u>E.V.E.N.</u>
Budget Allocation (Anticipated Revenue)	\$48,400.00	\$360,000.00	\$83,000.00	\$26,000.00
Total Amount Collected/Billed to Date	\$28,623.00	\$351,600.00	\$58,760.25	\$24,448.50
Balance (of anticipated revenue)	\$19,777.00	\$8,400.00	\$24,239.75	\$1,551.50

Revenue Comparison to Prior Year

Current FY Year to Date Total	\$467,369.75
Prior Year to Date	\$458,610.50
Difference From Prior Year	\$8,759.25 +

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

\$517,400.00	Target Percent	100.00%
\$517,400.00	% of Goal Collected/Billed to date**	90.33%
\$467,369.75	**Goal = \$517,400 divided by 12 & X# of Months Completed this FY	

Difference from Anticipated Revenue to Date: + or -
 *Other than from County Appropriations

- \$50,030.25 -

36-1



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

October 5, 2016

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Agreement & Assignment of Funds
\$637,592.89

2016 OCT -5 PM 2:34
MONTGOMERY COUNTY SHERIFF'S OFFICE

I am requesting that the County Commission approve the attached Agreement and Assignment of E911 Funds so that the county can continue to receive funding. Upon approval, please sign where indicated and notify my Administrative Assistant, Christie, and she will pick it up. Please note that this matter must be signed and returned to the 911 Board **no later than October 31, 2016**, or the funding will be denied.

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

DC/crv

encls.

37-1

AGREEMENT AND ASSIGNMENT OF FUNDS

WHEREAS, the State of Alabama is continuing its transition of the emergency telephone service in the state to an IP based next generation and integrated emergency communication network, hereinafter referred to as Alabama Next Generation Emergency Network ("ANGEN") for wireless as well as all other connections that is intended to allow emergency response systems to take full advantage of voice, data, video, and other information available over broadband networks and IP platforms.

WHEREAS, the parties agree that the full implementation of ANGEN is absolutely essential to providing adequate 9-1-1 services to the citizens and visitors of the State of Alabama.

WHEREAS, the Alabama Statewide 911 Board (hereinafter referred to as the "Board") has chosen a vendor to provide system services and the IP network for the implementation of ANGEN. Significant progress has been made toward implementation of the system and thousands of wireless 9-1-1 calls are currently being routed through the ANGEN system. The Board may contract with other vendors and sub-contractors to assist in the transition and implementation of the ANGEN system.

WHEREAS, Montgomery County Emergency Communication District, is a validly formed and operating Emergency Communication District (ECD) and has agreed to participate in the ANGEN project.

WHEREAS, to fully implement the ANGEN system it will require reallocation of funds collected in cooperation with ECDs.

WHEREAS, Sections 11-98-5(f) and 11-98-5.2(b)(3) Code of Alabama, 1975, as amended, currently provide funding in excess of Montgomery County Emergency Communication District's promised amount of \$637,592.89 as contemplated under the original legislation implementing the funding mechanism for ECDs and as adjusted in accordance with the law.

WHEREAS, the parties acknowledge that funding the ANGEN project from monies over and above the "promised" amount available to ECDs is the most expeditious and reasonable method of providing the necessary funding to further implement and maintain the ANGEN project at this time and that said funds are sufficient to fund the implementation and maintenance of the ANGEN project.

IT IS THEREFORE AGREED AS FOLLOWS:

1. That the Board shall determine the annual cost of implementing and maintaining the ANGEN system and notify each ECD of those costs annually during the term of this Agreement.
2. That the ECD hereby agrees to assign and convey a pro rata share (based on population) of monies over and above its "promised" amount to the Board for the sole purpose of

paying expenses and costs incurred by the Board related to the implementation of the ANGEN project.

3. The term of this Agreement shall be from January 1, 2017 through December 31, 2021 and may be renewed or extended for an additional five (5) years, with or without modification upon express written agreement of the parties.
4. In the event that there is legislation passed to fully fund the ANGEN project at any time during the term of this Agreement, then and in that event, this Agreement shall become void upon the effective date of any such legislation.
5. The Board shall make available to all ECDs participating in the ANGEN project all information regarding expenses and funding of the ANGEN project upon reasonable request by the ECD.
6. This Agreement reflects the entire agreement between the parties as it relates to distributions of excess cost recovery funds.
7. This Agreement shall be interpreted and governed by the laws of the State of Alabama.
8. Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that each has authority to enter into this Agreement

IN WITNESS THEROF, THE PARTIES HAVE SIGNED AN EXECUTED THIS AGREEMENT.

Alabama Statewide 911 Board

(Emergency Communication District)

Fred Johnson, Chairman

Signature

Date: _____

Printed Name and Title

Date: _____