REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

MARCH 7, 2016

AGENDA

INFORMATION SESSION

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

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer
Chief Information and Technology Officer

Comments from Scheduled Attendees:

Juvenile Court Administrator Bruce Howell
President William Levi Gailliard with American Association for Children
Revenue Commissioner Janet Buskey
Realtor Frank Thomas with Frank Thomas and Associates, LLC
Probate Judge Steven L. Reed and Chief Probate Clerk William Flowers
Executive Director Jo Ann Johnson with HandsOn River Region

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Reverend Fred Gray of First Missionary Baptist Church of Prattville

Pledge of Allegiance Led By Senior Citizens Group of Flatwood Community Center

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of February 16, 2016

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

PRESENTATION:

Presentation of Certificates of Completion from the National Institute for Jail Operations (NIJO) to Captain Etta Matthews, Lieutenant Janice Hardy, Lieutenant Carlos Parks, Sergeant Martinez Tolbert and Sergeant Robert Washington, Detention Facility

NEW BUSINESS:

1. Consider Authorization of Professional Services Contract for the 2015-2016 E.V.E.N. Program Provider, Ms. Bionca Lindsey, Community Corrections

2. Consider Authorization of Agreement with County Attorneys Tyrone C. Means and Thomas T. Gallion, III Regarding Professional Services, County Commission

3. Consider Authorization of Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 5BAL (FY2015 - $35,032), Sheriff's Office

4. Consider Authorization of Amendment Number 2 to the March 12, 2012, Memorandum of Understanding (MOU) between the City of Montgomery, Alabama and Montgomery County Commission, Alabama, regarding a Joint Management Agreement for Information Technology, Telecommunications and Radio Functions, County Commission

5. Consider Acceptance of Proposal from Environmental Materials Consultants, Inc. Regarding Asbestos Survey and Lead Paint Testing at 350 Adams Avenue and Approve a Budget of $2,500, County Commission

6. Consider Authorization of Issuance of County Credit Cards for the Revenue Commissioner and Chief Revenue Clerk, County Commission

7. Consider Authorization of Minority and Women-Owned Business Initiative, County Commission

8. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission

9. Consider Budget Change Requests (4)

    1. Board of Registrars – Request Numbers 2 and 3
    2. Judge of Probate (Elections) – Request Number 3
    3. Youth Facility – Request Number 3

10. Consider Budget Change Request Number 33 for $1,500 to Britton YMCA for the YMCA Youth Government Day, County Commission Appropriations

11. Consider Position Fill Requests – Detention Facility (2)

    1. Corrections Officer Trainee/Corrections Officer, Position Number 015
    2. Stores Clerk I, Position Number 196

12. Consider Position Fill Request for Senior Administrative Assistant, Position Number 400019013 and Starting Salary at Pay Grade A06, Step 4, District Attorney's Office

13. Consider Position Fill Request for Case Manager I, Position Number 438045004, District Attorney's Worthless Check Unit

14. Consider Travel/Training Requests (19)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Senior Account Executive Susan Bryan with Stamp Idea Group Advertising
Executive Director Meesoon Han with the Alabama-Korea Education & Economic Partnership (A-KEEP)

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

MARCH 7, 2016	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
MARCH 21, 2016	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
APRIL 4, 2016	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
APRIL 18, 2016	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
MAY 2, 2016	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
MAY 16, 2016	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
MAY 30, 2016	County Holiday (Memorial Day)

PERSONNEL ACTIONS

Fill action continues for 2 Appraiser II's – Appraisal Department
Fill action continues for 1 Administrative Support Associate – Board of Registrars
Fill action continues for 1 IT Technician – Information Systems
Fill action continues for 1 Custodial Maintenance Manager – Support Services Department
Fill action continues for 1 General Services Director – Support Services Department
Fill action continues for 1 Mail Room and Stores Clerk – Support Services Department
Fill action continues for 1 Maintenance Mechanic – Support Services Department
Fill action continues for 1 Community Corrections Officer – Community Corrections
Fill action continues for 1 Administrative Support Specialist – County Commission
Fill action continues for 3 Administrative Support Associate – Detention Facility
Fill action continues for 25 Correction Officer Trainees – Detention Facility
Fill action continues for 1 Detention Facility Accounts Manager – Detention Facility
Fill action continues for 3 Maintenance Mechanics – Detention Facility
Fill action continues for 1 Corrections Officer, Captain – Detention Facility
Fill action continues for 2 Corrections Officer, Corporal – Detention Facility
Fill action continues for 2 Corrections Officer, Lieutenant – Detention Facility
Fill action continues for 2 Corrections Officer, Sergeant – Detention Facility
Fill action continues for 1 Stores Clerk – Detention Facility
Fill action continues for 2 Legal Support Assistant – District Attorney's Office
Fill action continues for 3 Investigator I's – District Attorney's Office
Fill action continues for 1 Secretary – District Attorney's Office
Fill action continues for 1 WCU Case Manager 1 – District Attorney's Office
Fill action continues for 1 Director – District Attorney Pre-Trial
Fill action continues for 3 CREO I's – Engineering Department
Fill action continues for 1 CREO II – Engineering Department
Fill action continues for 1 Traffic Control Tech III – Engineering Department
Fill action continues for 1 Payroll & Benefits Assistant – Finance Department
Fill action continues for 1 Administrative Support Specialist – Personnel Department
Fill action continues for 1 Customer Service Clerk – Probate Judge's Office
Fill action continues for 1 Administrative Support Specialist – Probate Judge's Office
Fill action continues for 1 Assistant Tag & License Supervisor – Probate Judge's Office
Fill action continues for 1 Director of Elections – Probate Judge's Office (Election Center)
Fill action continues for 1 Revenue Branch Supervisor – Revenue Commissioner's Office
Fill action continues for 1 Administrative Support Specialist – Sheriff's Office
Fill action continues for 2 Court Security Officer's – Sheriff's Office
Fill action continues for 2 Administrative Support Associate – Sheriff's Office
Fill action continues for 2 Deputy Sheriff's (Part-Time) – Sheriff's Office
Fill action continues for 1 Records & Identification Clerk – Sheriff's Office
Fill action continues for 1 Deputy Sheriff Trainee / Deputy Sheriff – Sheriff's Office
Fill action continues for 1 Deputy Sheriff, Corporal – Sheriff's Office
Fill action continues for 1 Revenue Auditor – Tax and Audit Department
Fill action continues for 1 Administrative Support Associate – Youth Facility
Fill action continues for 1 Court Operations Clerk I – Youth Facility

Fill action continues for 1 Juvenile Detention Director – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 4 Juvenile Detention Officers – Youth Facility
Fill action continues for 1 Juvenile Detention Officer (Part-Time) – Youth Facility

March 7, 2016

3-7-16 Meeting

AGENDA

MAR - 7 2016

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-12-16

Check Number	To	Check Number
258430		258490
Total Checks Paid		$1,421,548.92

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

3-7-16 Meeting
AGENDA

MAR - 7 2016

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-12-16

Check Number	To	Check Number
258491		258586
Total Checks Paid		$701,833.44

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

3-7-16 Meeting

AGENDA

MAR - 7 2016

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-17-16

Check Number	To	Check Number
258587		258614
Total Checks Paid		$46,181.10

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

3-7-16 Meeting

AGENDA

MAR - 7 2016

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-19-16

Check Number	To	Check Number
258615		258673
Total Checks Paid		$636,209.56

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

3-7-16 Meeting
AGENDA

MAR - 7 2016

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-19-16

Check Number	To	Check Number
258674		258697
Total Checks Paid		$43,150.00

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

3-7-16 Meeting

AGENDA

MAR - 7 2016

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-26-16

Check Number	To	Check Number
258698		258761
Total Checks Paid		$235,376.52

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

3-7-16 Meeting

AGENDA

MAR - 7 2016

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-26-16

Check Number	To	Check Number
258762		258831
Total Checks Paid		$386,430.66

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

3-7-16 Meeting

AGENDA

MAR - 7 2016

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 3-4-16

Check Number	To	Check Number
258832		258872
Total Checks Paid		$76,945.98

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

3-7-16 Meeting

AGENDA

MAR - 7 2016

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 3-4-16

Check Number	To	Check Number
258873		258942
Total Checks Paid		$275,271.59

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

3/7/16 Meeting

AGENDA

MAR - 7 2016

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 3/4/16

Payroll Check Number	124961	To	Payroll Check Number	125027	$	52,883.88
Direct Deposits					$	856,799.27
Payroll Check Number	125028	To	Payroll Check Number	125052	$	259,803.52
Direct Deposits					$	391,211.25
Federal Deposits					$	328,751.19
Total Payroll Paid					$	1,889,449.11

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

3/7/16 Meeting

MONTGOMERY COUNTY COMMISSION

AGENDA

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

MAR - 7 2016

CHECKS ARE DATED
2/19/16

Payroll Check Number	124869	To	Payroll Check Number	124936	$	50,357.57
Direct Deposits					$	847,412.08
Payroll Check Number	124937	To	Payroll Check Number	124960	$	254,929.21
Direct Deposits					$	389,681.45
Federal Deposits					$	327,074.31
Total Payroll Paid					$	1,869,454.62

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

ACCA
Association of County Commissions of Alabama
P.O. Box 5040 • Montgomery, Alabama 36103
Telephone 334-263-7594 • Fax 334-263-7678
www.alabamacounties.org
Hon. Ray Long, Morgan County, President
Sonny Brasfield, Executive Director

AGENDA
MAR - 7 2016

January 15, 2016

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

Dear Chairman Dean:

This past year we completed the first round of classes for the Alabama Jail Training Academy (AJTA) and it was a huge success. More than 250 jail officers were trained during the first four classes and more than 30 people completed all four classes.

As you know, Lieutenant Janice Hardy, Captain Etta Matthews, Sergeant Carols Parks, Sergeant Martinez Tolbert and Sergeant Robert Washington from your county completed the program and earned a certificate of completion from the National Institute of Jail Operations (NIJO). We believe it would encourage other jailers to participate in this important educational program if the county commission recognized this accomplishment during one of its upcoming meetings. Enclosed is a certificate from NIJO for each of the graduates. We hope you will present these in the near future. We think it would also be appropriate if you included Sheriff Cunningham in the presentation.

Thank you for your support of this excellent training program and all of the Association's activities.

Sincerely,

Sonny Brasfield
Executive Director

Enclosure

Cc: Donnie Mims, Administrator

Etta Matthews

Captain, Montgomery County

Has completed a total of 48 hours of

LEGAL-BASED TRAINING

"Alabama Jail Training Academy – Basic Level"

Sponsored by the

ALABAMA COUNTY COMMISSIONERS ASSOCIATION

ALABAMA SHERIFF'S ASSOCIATION

NATIONAL INSTITUTE FOR JAIL OPERATIONS

2015

Tate McCotter

Executive Director

National Institute for Jail Operations

Janice Hardy

Lieutenant, Montgomery County

Has completed a total of 48 hours of

LEGAL-BASED TRAINING

"Alabama Jail Training Academy – Basic Level"

Sponsored by the

ALABAMA COUNTY COMMISSIONERS ASSOCIATION

ALABAMA SHERIFF'S ASSOCIATION

NATIONAL INSTITUTE FOR JAIL OPERATIONS

2015

Tate McCotter

Executive Director

National Institute for Jail Operations

Carlos Parks

Sergeant, Montgomery County

Has completed a total of 48 hours of

LEGAL-BASED TRAINING

"Alabama Jail Training Academy – Basic Level"

Sponsored by the

ALABAMA COUNTY COMMISSIONERS ASSOCIATION

ALABAMA SHERIFF'S ASSOCIATION

NATIONAL INSTITUTE FOR JAIL OPERATIONS

2015

Tate McCotter

Executive Director

National Institute for Jail Operations

Martinez Tolbert

Sergeant, Montgomery County

Has completed a total of 48 hours of

LEGAL-BASED TRAINING

"Alabama Jail Training Academy – Basic Level"

Sponsored by the

ALABAMA COUNTY COMMISSIONERS ASSOCIATION

ALABAMA SHERIFF'S ASSOCIATION

NATIONAL INSTITUTE FOR JAIL OPERATIONS

2015

Tate McCotter

Executive Director

National Institute for Jail Operations

Robert Washington

Sergeant, Montgomery County

Has completed a total of 48 hours of

LEGAL-BASED TRAINING

"Alabama Jail Training Academy – Basic Level"

Sponsored by the

ALABAMA COUNTY COMMISSIONERS ASSOCIATION

ALABAMA SHERIFF'S ASSOCIATION

NATIONAL INSTITUTE FOR JAIL OPERATIONS

2015

Tate McCotter

Executive Director

National Institute for Jail Operations

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

AGENDA

MAR - 7 2016

February 10, 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 for the E.V.E.N. Domestic Violence Education/Intervention Program Facilitator

Attached please find a copy of a proposed Professional Services Contract for facilitation of the E.V.E.N., Domestic Violence Perpetrators Education/Intervention Program for a replacement facilitator, Ms. Bionca Lindsey. On Tuesday, February 9, 2016, the Community Corrections Board met in regular session and approved that the request for the replacement facilitator 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 $20.00 per hour which is the customary offer for E.V.E.N. providers during their first year of facilitating the program.

The E.V.E.N. program is essentially funded by the proceeds paid by each participant and totals $440.00 for each participant completing the course of instruction. I respectfully recommend that the Professional Services Contract for this individual for the remainder of FY 2016-2017 be placed on the March 7, 2016 Commission Agenda for consideration/approval.

Respectfully submitted,

Paul H. Brown – Executive Director
Montgomery County Community Corrections

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 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, 2016. Actual services to be compensated under this Contract shall commence no earlier than March 8, 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

BY:_________________________

PRINT NAME: ____________________

MONTGOMERY COUNTY COMMISSION

BY:_________________________

TITLE:______________________

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

BY: ______________________________

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

AGENDA

MAR - 7 2016

February 23, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Agreement with County Attorneys

The Montgomery County Commission, at its meeting on February 16, 2016, agreed to place an Agreement with County Attorneys Tyrone C. Means and Thomas T. Gallion, III for legal services for a three year period, on the next agenda.

I am requesting approval of this item.

DLM/tn

Attachment

2-1

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

February 11, 2016

M E M O R A N D U M

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Agreement with County Attorneys

Attached is an Agreement from County Attorney Tyrone C. Means and Thomas T. Gallion, III that was provided to me from them. This is a professional services agreement for legal services for a three year period, beginning on February 15, 2016, and continuing to February 15, 2019.

The Montgomery County Commission has the option to terminate this Agreement if either Gallion or Means does not satisfactorily provide the professional services in Exhibit "A" of this Agreement.

DLM/tn

Attachment

2.2

STATE OF ALABAMA
MONTGOMERY COUNTY

AGREEMENT

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

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

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

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

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

(5) This Agreement shall be for a three year period, beginning on March 7, 2016, and continuing to March 7, 2019.

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

WHEREFORE the Parties do hereby agree to the above stated covenant and do hereby affix their signature on the _______ day of March, 2016.

WITNESS	Elton Dean Chairman of the Montgomery County Commission
WITNESS	Thomas T. Gallion, III, Attorney
WITNESS	Tyrone C. Mean, Attorney

State of Alabama)
County of Montgomery)

RESOLUTION

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

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

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

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

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

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

b. Attendance at Montgomery County Commission meetings;

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

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

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

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

EXHIBIT
A

2-4

Elton N. Dean, Sr.

Elton N. Dean, Sr., Chairman

Daniel Harris, Jr., Vice Chairman

Jiles Williams, Jr., Commissioner

Ronda M. Walker, Commissioner

Andrew D. Hall, Commissioner

Derrick Cunningham
Sheriff of Montgomery County

Kevin J. Murphy
Chief Deputy

Colonel Wanda J. Robinson
Director of Detention

AGENDA
MAR - 7 2016

February 11, 2016

MEMORANDUM

TO	:	Mr. Donnie Mims County Administrator
FROM	:	Sheriff Derrick Cunningham Montgomery County Sheriff's Office
SUBJECT	:	Homeland Security Grant 5BAL Grant - $35,032.00

Please find attached the Cooperative Agreement for a new Homeland Security grant. This grant is for a Bomb Tech Symposium to be held at the Embassy Suites. Please place it on the agenda for the next County Commissoin Meeting and have Mr. Dean sign it where indicated.

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

DC/crv

encls.

3-1

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

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

1. Administrator Name & Address:		2. Issuing Office & Address:	
MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY	4. Amount of:	5. Effective Dates	6. Award Number:
2015	Federal: $35,032.00 Total: $35,032.00	Begin: 2/1/2016 End: 5/1/2016	5BAL

JEFFERSON COUNTY EMA is herein referred to as the Administrator, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2015 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

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

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

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

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8. Bidding Requirements: The Administrator and Equipment Recipient must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.

9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Administrator must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; *however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.

10. Terms of Grant Period: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.

11. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.

12. Recording and Documentation of Receipts and Expenditures: The Administrator's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.

13. Financial Responsibility: The financial responsibility of the Administrator must be such that the Administrator can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;

b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;

c. The accounting system should provide accurate and current financial reporting information;

d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

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14. Property Management Requirements:

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

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

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

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

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

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

15. Performance: Funds may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those award conditions or other obligations established by ALEA. In the event the Administrator or the Equipment Recipient fails to perform the services described herein and has previously received an award from ALEA, the full amount of the payments made shall be reimbursed to ALEA. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, then a proportional reimbursement shall be made to ALEA for payments made.

16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.

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17. Americans with Disabilities Act of 1990 (ADA): The Administrator and the Equipment Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.

19. Utilization of Minority Businesses: Administrators and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

21. Debarment Certification: With the signing of the cooperative agreement, the Administrator and the Equipment Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.

22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.

23. Publications: The Administrator agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The Administrator also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Administrator.

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

25. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.

26. Compliance Agreement: The Administrator and the Equipment Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

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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 an Administrator or Equipment Recipient for any of the following reasons:

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

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

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

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

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

f. Other good cause shown.

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

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

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

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

31. Budget Detail Worksheet (BDW):

a. The Administrator will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Administrator must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Administrator will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the US DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total $5,000.00 or more, a new signature sheet by stakeholders is required to be submitted with the BDW revision. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

b. In regard to Law Enforcement, the Administrator agrees to spend the appropriate percentage of this award in compliance with US DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.

32. Metropolitan Medical Response System (MMRS):

a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS Administrators are to:

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

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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: Administrators must read and comply with the funding restrictions provided in FY14 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency*. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package.

35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Administrator must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Administrators must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding. MMRS funds may not be used for any type of construction.

36. Special Instructions: N/A

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CERTIFICATION BY THE ADMINISTRATOR

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

Name: Derrick Cunningham

Title: Sheriff

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

Phone Number: 334.832.1646

Fax Number: 334.832.7113

Mobile Number: 334.850.1329

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

Signature: Date: 2.24.16

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

Name: Elton N. Dean, Sr.

Title: Chairman

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

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: Spencer Collier

Title: Secretary, Alabama Law Enforcement Agency

Signature: Date: 2/1/2016

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

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Initial Here DC
3-11

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

ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending	

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

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

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

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

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

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

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

Signature:

Initial Here DC
3-12

Memo

AGENDA

MAR - 7 2016

To: Donnie Mims

From: Lou Ialacci

CC: Mayor Strange, Chairman Dean, Tammy Nix,

Date: February 6, 2016

Re: Joint Management Agreement – County and City

The current amendment # 1 to the Memorandum of Understanding (MOU) between the City of Montgomery and Montgomery County Commission regarding a joint management agreement for Information Technology, Telecommunications, and Radio Functions will expire on March12 of this year.

I am requesting a second amendment to the MOU be placed on the Thursday briefing memo for discussion by the Commissioners at their February 16, 2016 work session. The original MOU was for one year. The first amendment was for three years and the second amendment will be for an additional three years beginning March 12, 2016.

I have attached fully executed copies of the original MOU and the first amendment to make all the previous documents available. I have also attached Amendment # 2 which has already been signed by the Mayor to show his support of this arrangement.

Thank you. I appreciate the Commission's and the City's support.

Addendum to March 12, 2012 Memorandum of Understanding (MOU) between the City of Montgomery, Alabama and Montgomery County Commission, Alabama

Joint Management Agreement for Information Technology, Telecommunications and Radio Functions

The MOU referenced above and attached hereto had an initial term that expired March 12, 2013. The MOU requires an affirmative approval by both parties to extend the initial term to an additional three years. Amendment #1 was approved to extend this MOU through March 12, 2016 (copy attached)

1) This addendum (#2) hereby extends the term of the agreement for an additional three years terminating on March 12, 2019.

2) The CITO is supervised by the Montgomery County Commission and the Mayor of Montgomery. The position will report his/her activities at the regularly scheduled County Commission work sessions or as otherwise requested.

The addendum expressed above is hereby approved through witnessed signatures provided below.

Todd Strange, Mayor	Elton N. Dean, Sr., Chairman
City of Montgomery	Montgomery County Commission
Witness	Witness
2/1/16	
Date	Date

4.2

Addendum to March 12, 2012 Memorandum of Understanding (MOU) between the City of Montgomery, Alabama and Montgomery County Commission, Alabama

Joint Management Agreement for Information Technology, Telecommunications and Radio Functions

The MOU referenced above and attached hereto has an initial term that expires March 12, 2013. The MOU requires an affirmative approval by both parties to extend the initial term to an additional three years.

The following paragraphs are amendments to the original MOU:

(1) The CITO shall give an update to the Commission at every Commission meeting.

(2) Every six months, there will be a joint meeting with the Mayor, County Commission, Deputy Mayor, County Administrator and Deputy Administrator to review the prioritization of the City and County goals/projects.

(3) The term of the agreement shall be extended for an additional three years terminating on March 12, 2016.

The addendum expressed above is hereby approved through witnessed signatures provided below.

Todd Strange, Mayor	Elton N. Dean, Sr., Chairman
City of Montgomery	Montgomery County Commission
Witness	Witness
6/19/13	6/3/13
Date	Date

Memorandum of Understanding (MOU)

Between

City of Montgomery, Alabama

And

Montgomery County Commission, Alabama

Purpose: In an effort to achieve greater operational and capital efficiencies and effectiveness, the City of Montgomery (City) and Montgomery County Commission (County) shall enter into this agreement to establish a joint management structure for the City of Montgomery and Montgomery County's information technology, telecommunications, and radio functions.

Term: The term of this MOU shall be one year beginning at the date of MOU execution by authorized representatives from both entities. Prior to the one year expiration of the MOU, the Commission and the City shall consider extending the contract for three (3) additional years with the provision that the contract can be terminated by either party with a six (6) month cancellation provision. Further authorization of this MOU beyond those terms shall require affirmative action by both entities in the form of an addendum to this agreement. The Commission and the City will start the evaluation process of the joint management structure nine (9) months after execution of the MOU.

Joint Management Services: The Montgomery County Commission shall create a position titled Chief Information and Technology Officer (CITO) in collaboration and with the approval of the City/County Personnel Department. The job description of the position shall be presented for approval by the City/County Personnel Board no later than 15 days after execution of this MOU. The County shall recruit and select in concurrence with the City said position no later than sixty (60) days after the job description has been approved by the City/County Personnel Board. Upon employment of the Chief Information and Technology Officer by the County, the City of Montgomery shall utilize said employee to manage its IT, Telecommunications, and Radio functions throughout the term of this agreement. The City of Montgomery shall pay to the County 70% of the salary and benefits of the Chief Information and Technology Officer (CITO) prorated to a daily rate based on 365 days divided into the annual salary and benefits of the CITO for use of these management services through the term of this agreement. The City shall pay the County once every three (3) months within thirty (30) days after receipt of an invoice from the County. The payment to the County shall increase as the salary and benefits increase for the CITO. The CITO shall be supervised by the Montgomery County Commission. The CITO shall be responsible to manage and supervise both City and County staff that operate within the aforementioned functions. The CITO shall also coordinate his/her activities through the Chief of Staff/Deputy Mayor with the City of Montgomery.

Joint Capital Purchases: The CITO shall endeavor to identify opportunities to share capital resources in the operation of the City and County's information and technology functions. As these opportunities are defined and implemented, the CITO shall seek mutual agreement of the City and County to share these resources and the cost thereof. The City and County jointly shall determine the best vehicle to implement the mutually agreed capital joint ventures. This may include use of the Montgomery Metro Communication Cooperative District.

The above agreement and terms are hereby approved through the witnessed signatures below.

Todd Strange, Mayor City of Montgomery, Alabama	Elton N. Dean, Sr. Elton N. Dean, Sr., Chairman Montgomery County Commission
Traci Davis Witness	Witness
3/12/12 Date	3/12/12 Date

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

AGENDA

MAR - 7 2016

February 11, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator fmc

SUBJECT: Environmental Materials Consultants, Inc., Proposal

When the property at 350 Adams Avenue was purchased in 2005, Environmental Materials Consultants, Inc., (EMC) performed a Phase I Environmental Assessment of the property and recommended testing of possible asbestos-containing materials (ceiling tiles, wallboard, floor tiles, etc.) if the County planned to remodel the building. Prior to leasing the building to Pardons and Paroles, the County added a handicap accessible ramp on the exterior and did minimal renovations in the lobby. No asbestos testing was performed.

Pardons and Paroles has given notice that it will not renew its lease. The County anticipates the need to remodel the interior to accommodate new tenants and has requested a proposal from EMC to proceed with asbestos testing.

I request that the attached proposal from EMC in the amount of $2,500 to perform an asbestos survey and lead paint testing within the building at 350 Adams Avenue be placed on a future agenda for approval.

5-1

ENVIRONMENTAL
MATERIALS
CONSULTANTS, INC.

February 9, 2016

Ms. Florence M. Cauthen
Montgomery County Commission
P. O. Box 1667
Montgomery, AL 36102-1667

Subject: Asbestos Survey and Lead Paint Testing
350 Adams Avenue
EMC Proposal No. MA-16-108

Dear Ms. Cauthen:

I am pleased to submit this proposal for performing an asbestos survey and lead paint testing within the building at 350 Adams Avenue. This proposal presents my understanding of the proposed project, EMC's proposed scope of services, and costs for our work.

PROJECT INFORMATION

The Montgomery County Commission is considering renovations to the building at 350 Adams Avenue. Prior to commencement of renovation activities an asbestos survey and lead paint testing must be performed so that if asbestos-containing building materials or lead-based paints are present they can be properly addressed before and/or during the renovation work.

PROPOSED SERVICES

I propose the following services to assist in evaluating the building for asbestos-containing building materials and lead-based paints.

-Perform a survey of the building to discover building materials that are considered suspect to contain asbestos. All survey work will be performed in general accordance with methods recommended by EPA.

-Collect samples of those suspect building materials. Our sampling procedures will generally follow those established by the Asbestos Hazard Emergency Response Act.

-Analyze the samples for asbestos by polarized light microscopy (PLM) coupled with dispersion staining.

-Perform x-ray fluorescence testing of painted surfaces within the building to determine if there are significant quantities of lead-based paint.

-Prepare a brief report that presents our findings.

NOTES AND COMMENTS

I expect our on-site survey work will take one day and request that EMC's survey/testing personnel be allowed/provided access to all areas of the building.

Our survey/testing work will be limited to exposed materials. We will not perform demolition of walls, ceilings, floor coverings, ductwork, or insulations to observe, sample, or test underlying building materials. We will lift lay-in ceiling tiles occasionally to observe areas above, and where corners are accessible, we will attempt to identify and sample underlying flooring by lifting the carpet in one corner of each major room. Identification of suspect materials above ceiling tiles can be hindered by insulation, ductwork, piping and other mechanical components, and it is possible that suspect materials that are "hidden" behind mechanical/insulating components will not be identified. Identification of underlying flooring is difficult because it is frequently obscured by carpet adhesive. We will presume that the underlying flooring we note at the location we check is representative of the entire room.

We will not enter crawlspaces, vessels, or other areas that we believe may meet OSHA's definition of a confined space. We will attempt to identify and sample any suspect materials in those areas from their openings. We will bring to the site our six-foot stepladder and our sixteen-foot extension ladder. Building areas that cannot be safely accessed with those ladders will not be included in the survey/testing work and identified suspect materials that cannot be safely sampled/tested from the floor or with those ladders will be assumed to contain asbestos, or be lead-based paint.

Collecting samples for asbestos analyses will require that EMC's survey personnel cut and remove small pieces of the suspect materials. We will not patch or repair our sampling locations.

Roofing materials can contain asbestos, however collecting samples of roofing materials can require cutting holes in the roof, which can cause leaks and void the roofing bond. I have therefore not included roofing or roof-mounted materials within EMC's proposed scope of work.

Studies have revealed that PLM may not be an appropriate method for identifying small asbestos fibers within vinyl floor tiles. For that reason floor tiles that are not shown to contain asbestos by PLM will also be analyzed by transmission electron microscopy (TEM), a method that will detect the smaller fibers.

Determination of whether a suspect material contains asbestos will generally be based on analyses of the minimum number of samples allowed by the EPA's AHERA regulations. Because of variations in the composition of some materials, and our inability to visually identify those variations, it is possible that not all asbestos-containing materials will be identified by our surveys.

I have not included fees for PLM point count analyses. Materials that are shown to have any amount of asbestos by traditional PLM analyses will be considered "asbestos-containing materials". The lab will maintain the samples for several months, and subsequent point counting analyses can be performed if desired.

The x-ray fluorescence (XRF) instrument that will be used for testing paints provides the approximate lead content of the paint to a depth of ≈3/8" at each tested location, but can only test relatively flat surfaces/components. I anticipate testing the paint at fifty to seventy-five locations, but the specific number of tests performed will depend on the findings. If the initial readings are generally consistent less testing may be performed.

All asbestos survey and sampling work will be performed by an accredited asbestos inspector, and all lead paint testing will be performed by an accredited lead paint inspector.

The fees quoted below are based on this proposal, and the associated acceptance sheet and terms and conditions, serving as the agreement between EMC and our client. If our client requires another form of agreement there may be additional fees associated with attorney review and negotiation of that agreement.

Unless documented otherwise, by directing EMC to proceed with the proposed scope of services our client accepts the terms and conditions that are set forth in this proposal, whether or not an executed copy of the Proposal Acceptance Sheet is returned to EMC.

FEES

Our fee for the survey/testing work will be $1,435 plus $15 for each sample analyzed for asbestos by PLM and $85 for each sample analyzed for asbestos by TEM. Based on my pre-proposal observations I anticipate analyzing about fifty samples by PLM and maybe one or two by TEM. I therefore suggest budgeting $2,500 for the services I have proposed.

Our normal practice is to issue an invoice when our work is completed. Unless you specify otherwise, we will send one copy of each invoice.

AUTHORIZATION

I hope this proposal meets with your approval. In order that we may complete our contract, please sign and return a copy of the attached proposal acceptance sheet. This will give me formal authorization to perform the work along with proper invoicing instructions. Any special instructions should be noted on the acceptance sheet. Please note that the terms and conditions attached to this proposal are an integral part of our contract.

Thank you for the opportunity to provide this proposal. Please do not hesitate to contact me if you have any questions or comments about it.

Sincerely,
Environmental-Materials Consultants, Inc.

W. Haynes Kelley, Jr., P.E.
President

Enclosure

PROPOSAL ACCEPTANCE SHEET

Proposed Services: Asbestos Survey and Lead Paint Testing

Project Name: 350 Adams Avenue

Project Location: Montgomery, Alabama

Proposal No. and Date: MA-16-108 February 9, 2016

CLIENT:

Name: The Montgomery County Commission

Address: P. O. Box 1667

Montgomery, AL 36102-1667

Attention: Ms. Florence M. Cauthen, Deputy Administrator

SPECIAL INSTRUCTIONS: ______________________________

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PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the terms on this page and the reverse hereof are:

Accepted this ______________ day of ______________ 20______

____
Print or type individual, firm or corporate body name

____
Signature of authorized representative

____
Print or type name of authorized representative and title

TERMS AND CONDITIONS

SCOPE OF SERVICES. Environmental-Materials Consultants, Inc. as an independent consultant/CONTRACTOR, and hereafter referred to as EMC, agrees to provide CLIENT for CLIENT's sole benefit and exclusive use the services set forth in EMC's proposal.

STANDARD OF CARE. Services performed by EMC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

BILLING AND PAYMENT. CLIENT recognizes that timely payment of EMC's invoices is a material part of the consideration of this AGREEMENT. CLIENT shall pay EMC for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by EMC from time to time, but no more frequently than every two weeks, and shall be due and payable within fifteen calendar days of invoice date. If CLIENT objects to all or any portion of an invoice, CLIENT shall so notify EMC within fourteen calendar days of the invoice date, identify the cause of disagreement and pay, when due, that portion of the invoice, if any, not in dispute. CLIENT shall pay an additional charge of one-and-one-half percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month plus collection costs, including reasonable attorney's fees, for any payment received by EMC more than thirty calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT. Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute any willingness on EMC's part to finance CLIENT's operation, and no such willingness should be inferred. If CLIENT fails to pay undisputed invoiced amounts within thirty calendar days of the date of the invoice, EMC may at any time, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENTS, suspend or terminate this AGREEMENT. If a project is terminated in whole or in part, then EMC shall be paid for services performed prior to receiving or issuing written notice of such termination in addition to EMC's reimbursable expenses and any shutdown costs incurred. Shutdown costs may, at EMC's sole discretion, include completion of analysis and records necessary to document EMC's files and protect EMC's professional reputation. EMC may require, at any time during the pendency of this AGREEMENT, and at its sole discretion, that CLIENT post a letter of credit issued by a federally insured financial institution in an amount sufficient to assure full payment hereunder.

TERMINATION. CLIENT or EMC may terminate this AGREEMENT by notifying the other party. Termination will become effective thirty calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, CLIENT shall within thirty calendar days of termination remunerate EMC for services rendered and costs incurred. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, decontamination and/or disposing of equipment or samples.

DOCUMENTS. CLIENT will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by EMC for proper performance of EMC's services. EMC may rely upon CLIENT-provided documents in performing the services required under this AGREEMENT; however, EMC assumes no responsibility or liability for their accuracy. CLIENT-provided documents will remain property of CLIENT. All documents, including but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by EMC as instruments of service pursuant to this AGREEMENT, shall be EMC's sole property. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designees, if not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstances shall any documents produced by EMC pursuant to this AGREEMENT be used at any location or for any project not expressly provided for in this AGREEMENT without EMC's prior written permission. If CLIENT uses all or any portion of EMC's work on another project without EMC's permission, CLIENT shall to the maximum extent permitted by law save EMC harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document EMC delivers to CLIENT shall be reproduced or distributed, whether for advertising or any other purpose, without EMC's prior written consent. Any such reproduction or distribution shall be at CLIENT's sole risk and without liability or legal exposure to EMC.

HAZARDOUS SUBSTANCES AND CONSTITUENTS. CLIENT agrees to advise EMC upon execution of this AGREEMENT of any hazardous substances or any conditions existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. CLIENT agrees to provide continuing information as it comes available to the attention of CLIENT in the future. By virtue of entering into this AGREEMENT or of providing services hereunder, EMC does not assume control of, or responsibility for, the site or the person in charge of the site, or undertake responsibility for reporting to any Federal, State or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. CLIENT agrees to notify the appropriate Federal, State or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment. In connection with hazardous waste, CLIENT agrees to the maximum extent permitted by law to defend, hold harmless and indemnify EMC from and against any and all claims and liability resulting from:

(a) CLIENT's violation of any Federal, State or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;

(b) CLIENT's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site;

(c) Changed conditions or hazardous substances or constituents introduced at the site by CLIENT or third persons before or after the completion of services herein.

(d) Allegations that EMC is a handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as emended or any other similar Federal, State or local regulation or law.

UNANTICIPATED CONDITIONS OR HAZARDOUS MATERIALS. Unanticipated conditions or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. EMC and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. EMC and CLIENT also agree that the discovery of unanticipated hazardous materials will make it necessary for EMC to take immediate measures to protect human health and safety, and/or the environment. EMC agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT encourages EMC to take any and all measures that in EMC's professional opinion are justified to preserve and protect the health and safety of EMC's personnel and the public, and/or the environment, and CLIENT agrees to compensate EMC for the additional cost of such work. In addition, CLIENT waives any claim against EMC, and agrees to indemnify, defend and hold EMC harmless from any claim or liability for injury or loss arising from EMC's encountering of unanticipated hazardous materials or suspected hazardous materials. CLIENT also agrees to compensate EMC for any time spent and expenses incurred by EMC in defense of any such claim, with such compensation to be based upon EMC's prevailing fee schedule and expense reimbursement policy.

RIGHT OF ENTRY. CLIENT shall provide for EMC's right to enter from time to time property owned by CLIENT and/or other(s) in order for EMC to fulfill the scope of services included hereunder. CLIENT understands that use of exploration equipment may cause some damage, the correction of which is not part of this AGREEMENT. CLIENT also understands that the discovery of certain conditions and/or taking preventive measures relative to these conditions may result in reduction of the property's value. Accordingly, CLIENT waives any claim against EMC, and agrees to defend, indemnify and hold EMC harmless from any claim or liability for injury or loss allegedly arising from procedures associated with EMC's activities or discovery of hazardous materials or suspected hazardous materials. In addition, CLIENT agrees to compensate EMC for any time spent or expenses incurred by EMC in defense of any such claim, with compensation to be based upon EMC's prevailing fee schedule and expense reimbursement policy.

DAMAGE AT SITE. EMC will not be liable for any property damage or bodily injury arising from damage to or interference with surface or subterranean structures (including, without limitation, pipes, tanks, telephone cables, etc.) which are not called to EMC's attention in writing and correctly shown on the plans furnished by CLIENT in connection with work performed under this AGREEMENT. CLIENT recognizes that the use of exploration and test equipment may unavoidably affect, alter or damage the terrain and effect subsurface, vegetation, buildings, structures and equipment in, at or upon the site. CLIENT accepts the fact that this is inherent to EMC's work and will not hold EMC liable or responsible for any such effect, alteration or damage.

SAMPLING AND TESTING LOCATIONS. The fees included in EMC's Proposal do not include costs associated with surveying of the site and/or facility to determine accurate horizontal and vertical location of tests. If surveying is required, cost of surveying will be paid by CLIENT. Field tests or boring locations described in report or shown on sketches are based on specific information furnished by others or estimates made in the field by personnel. Such dimensions, depths or elevations are approximations.

DISPOSAL OF SAMPLES. Samples obtained from the PROJECT site are the property of CLIENT. EMC shall preserve such samples for no longer than forty-five calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from EMC's custody and transporting them to a disposal site. CLIENT is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which EMC is exposed, CLIENT agrees to waive any claim against EMC, and to defend, indemnify and hold EMC harmless from any claim or liability for injury or loss arising from EMC's containing, labeling, transporting, testing, storing or other handling of contaminated samples. CLIENT also agrees to compensate EMC for any time spent and expenses incurred by EMC in defense of any such claim, with such compensation to be based upon EMC's prevailing fee schedule and expense reimbursement policy.

FIELD PERFORMANCE. The presence of EMC's field personnel either full- or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, EMC's work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of EMC field representative nor the observation and testing by EMC shall excuse contractor in any way for defects discovered in contractor's work. It is agreed that EMC will not be responsible for job or site safety on the project and that EMC does not have the right to stop the work of the contractor.

CONFLICTS OF INTEREST. EMC provides environmental services to owners, contractors, and other parties, and we have been doing so for over twenty-five years. We therefore have business relationships with many contractors and with many owners, and it is not uncommon on our projects for EMC to have current and/or former business relations with the owner, the contractor, and/or another related party. We are very aware of the potential for conflicts of interest, and we attempt to avoid them while still serving all of our clients. In that regard, we want our clients to be aware of the potential for relationships EMC may have with other parties that are involved in the client's project, and we welcome specific inquiries from our clients about those potential relationships.

PUBLIC LIABILITY. EMC maintains workers' compensation and employer's liability insurance for EMC's employees as required by State laws. In addition, EMC maintains comprehensive general liability with limits of $1,000,000 and auto liability insurance with limits of $1,000,000. A Certificate of Insurance can be supplies evidencing such coverage. EMC will not be liable or responsible for any loss, damage or liability beyond the amounts, limits, coverage or conditions of such insurance specified above. In the event any third party brings suit or claim for damages against EMC alleging exposure to or damage from material, elements or constituents at or from CLIENT's facility before, during or after the services of this AGREEMENT, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulting in cost for remedial action, uninhabitability of the property or other property damage, then: CLIENT agrees to defend EMC in any such suit or claim and pay, on EMC's behalf, any judgment resulting against EMC, including any interest thereon. Further, CLIENT, with EMC's concurrence, will select, hire and pay an attorney to defend any such suit or claim, will pay Court costs for which EMC may be liable in any such suit and will bear and pay litigation expenses CLIENT incurs in providing a reasonable and professional defense which will be provided by CLIENT according to prevailing local standards. CLIENT will have the right to investigate, negotiate and settle, with EMC's concurrence, any such suit or claim, and EMC will cooperate in the defense of any such suit or claim.

PROFESSIONAL LIABILITY. CLIENT agrees to limit EMC's liability to CLIENT or any third party arising from negligent professional acts, errors or omissions, such that our total aggregate liability shall not exceed $50,000 or EMC's total fee, whichever is greater.

CLAIMS. In the event CLIENT makes any claim against EMC at law or otherwise, for any alleged error, omission or injurious act arising out of the performance by EMC of services pursuant to this AGREEMENT, which cannot be mutually resolved without resort to litigation, and CLIENT fails to prove such claim, then: CLIENT shall pay all costs incurred by EMC in defending itself against claim, including without limitation, EMC's personnel-related costs, attorney fees, court costs and other claim-related expenses, including without limitation, costs, fees and expenses of experts. CLIENT agrees that for purposes of this AGREEMENT it has failed to prove its claim when any judgment obtained by it is for a sum of money less than the maximum sum offered in writing by EMC to resolve the matter prior to commencement of trial.

SEVERABILITY. Any element of this AGREEMENT held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

SURVIVAL. All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between CLIENT and EMC shall survive the completion of the services hereunder and their termination of this AGREEMENT.

INTEGRATION. This AGREEMENT comprises a final and complete repository of understandings between CLIENT and EMC. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this AGREEMENT. CLIENT and EMC agree that modifications to this AGREEMENT shall not be binding unless made in writing and signed by an authorized representative of each party.

GOVERNING LAW. The law of the State of Alabama governs the validity of this AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

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

AGENDA
MAR - 7 2016

February 11, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator fmc

SUBJECT: Request from Revenue Commissioner's Office for Credit Cards

Revenue Commissioner Janet Buskey has requested that credit cards be issued to designated Revenue office staff. Administrator Mims has previously discussed with the Examiners of Public Accounts a request from the Sheriff's Office for credit cards, and the Examiners advised that the credit cards must be issued to specific individuals who would be personally accountable for all charges.

Use of the credit cards is limited to the purchase of airline tickets, lodging, and registration. The credit cards may not be used for the purchase of gas, meals, room service charges, movie rentals, etc. Any other charges would require pre-approval by the County Commission. In addition, if any improper charges are made, the party to whom the credit card is issued shall promptly repay the Montgomery County Commission that amount plus all costs related to collection of the same. The holder of a credit card must immediately relinquish the card if it is determined that the card has been misused or improprieties are noted. It is imperative that credit card statements be processed and paid timely because the Montgomery County Commission does not pay finance charges or late fees.

I request approval of the issuance of credit cards by Regions Bank to persons filling the positions of Revenue Commissioner and Chief Revenue Clerk be placed on the next agenda

6-1

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

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ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
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AGENDA
MAR - 7 2016

March 3, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Minority Business Initiative

At the Commission meeting on February 16, 2016, the Commissioners agreed that the Minority Business Initiative should include a goal of 30% participation by qualified minorities in the bidding process and requested that it be placed on the next agenda.

7-1

Montgomery County Commission
Minority and Women-Owned Business Initiative

Policy Statement

The Montgomery County Commission (MCC) is committed to:

- increase participation by Minority and Women-Owned Businesses (M/WBs) in the procurement process in Montgomery County;
- ensure equal opportunity for M/WBs to participate in the procurement process;
- prohibit discrimination on the basis of race, color, religion, national origin, sex, age, disability, or veteran status in the procurement process; and
- achieve 30% participation by M/WBs in the bidding process in Montgomery County.

Policy Implementation

The Montgomery County Commission will engage a M/WB Liaison to assist Montgomery County's Purchasing Department in developing and executing a plan to implement the M/WB policy in compliance with Montgomery County purchasing procedures. The plan will include, but not be limited to, steps to accomplish the following:

- disseminate information on available business opportunities to ensure M/WBs are provided an equal opportunity to participate in the procurement process;
- maintain and update a directory of M/WBs;
- make prospective contractors and vendors aware of the MCC's M/WB policy;
- attend pre-bid /pre-proposal conference(s) to explain M/WB objectives and to respond to questions;
- review requests for bids/proposals prior to formal advertising or solicitation to make sure that proper instructions are included regarding the MCC's M/WB objectives; and
- maintain accurate and up-to-date records demonstrating M/WB efforts and accomplishments.

The plan will also establish procedures to ensure equal opportunity to compete in MCC's procurement process, such as:

- arrange solicitations, time for submission of bids/proposals, quantities, specifications, and deliveries to better facilitate the participation of M/WBs;
- implement informational programs on opportunities and procedures.
- provide information on avenues of access on items such as the inability to obtain insurance, bonding, financing, and technical assistance.
- include the MCC's M/WB policy and objectives in requests for bids and proposals.
- provide information and communication on contracting procedures, specifications and RFPs to M/WBs in a timely manner.

Recognition of M/WBs

To ensure that the MCC's M/WB policy benefits businesses which are owned and controlled in both form and substance by minority individuals or women, the MCC shall recognize M/WB certification by the Alabama Department of Economic and Community Affairs (ADECA) or Federal 8-A certification.

ADECA eligibility requirements for certification by ADECA include but are not limited to the following:

1. A business must be at least 51 percent minority/woman-owned, controlled and operated on a daily basis
2. Must have been in operation for at least one year prior to applying for minority business certification status
3. Must have a legal presence (license) to operate in Alabama
4. Majority owner(s) must be a legal resident of the United States by birth or naturalization
5. Must be **socially disadvantaged** (defined as those individuals who have been subjected to racial or ethnic prejudice, sexual or cultural bias because of their identity as a member of a group without regard to their individual qualities)
6. Must be **economically disadvantaged** (defined as those individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities)
7. Must be a member(s) of an officially designated **socially disadvantaged group** such as African-American, Native American or Alaskan Native, Hispanic-American, Women, Asian-Pacific American, and Asian-Indian America.

Nothing in this policy and its implementation is to be construed to require MCC to award a bid and/or contract to any bidder other than the lowest responsible bidder or to require contractors to award subcontracts to or make purchases from M/WBs who do not submit the lowest responsible sub-bid.

Elton N. Dean, Sr.
Chairman

Daniel Harris, Jr.
Vice Chairman

Andrew D. Hall
Ronda M. Walker
Jiles Williams, Jr.

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AGENDA

MAR - 7 2016

March 7, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) and to sign the contracts:

C-2016-47: The Second Chance Foundation, for Counseling Services and Academic Remediation for At-Risk Children Expelled from the Montgomery Public School System - $1,000; (Harris)

NC-2016-96: BOE, E. D. Nixon Elementary School, for Various Programs throughout the 2015-2016 School Year - $500; (Williams)

NC-2016-97: BOE, Dalraida Elementary School, for Principal's Discretionary Fund - $1,000; (Walker)

NC-2016-98: City of Montgomery, to be used by BONDS to Support the County Downs Homeowner's Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - $1,000; (Walker)

NC-2016-99: City of Montgomery, to be used by BONDS to Support Fox Hollow, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - $1,800; (Walker)

NC-2016-100: City of Montgomery, to be used by BONDS to Support Eastbrook-Morningview Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - $850; (Walker)

DLM/tll

8-1

AGENDA

MAR - 7 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Board of Registrars	REVIEWED:	S. Thomas	2/9/2016
		Finance Director		Date
REQUESTED BY:	George M. Noblin	APPROVED:		
Elected Official/Dept. Head	Date	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Postage	001-51920-252	23,401	1,500	24,901
Office Supplies	001-51920-211	3,000	(1,500)	1,500
	TOTAL	26,401	0	26,401

JUSTIFICATION:

Additional need for postage, due to dramatic increase in on-line registration, following expense of mass mailing of Voter ID Cards

9-1

AGENDA

MAR - 7 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT:	Board of Registrars	REVIEWED:	S. Thomas	2/10/2016
		Finance Director		Date
REQUESTED BY:	George M. Noblin	APPROVED:		
Elected Official/Dept. Head	Date	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Extra Help	001-51920-115	3,000	1,000	4,000
Overtime	001-51920-113	6,314	(1,000)	5,314
	TOTAL	8,147	0	8,147

JUSTIFICATION:

Additional funds for extra help needed to handle workload for March 1, 2016 election.

9.2

AGENDA

MAR - 7 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT:	JUDGE OF PROBATE ELECTIONS	REVIEWED:	S. Thomas Finance Director	2/2/2016 Date
REQUESTED BY:	JUDGE STEVEN L. REED	APPROVED:		
Elected Official/Dept. Head	Date	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Other Misc. Supplies	001-51911-219	118,000	(35,000)	83,000
Advertising	001-51911-253	17,200	35,000	52,200
	TOTAL	135,200	0	135,200

JUSTIFICATION:

To more accurately reflect the cost of public notices required by Alabama law during a federal election cycle.

9-3

AGENDA

MAR - 7 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT:	Youth Facility	REVIEWED:	S. Thomas	2/3/2016
DATE:	2/3/2016	Finance Director		Date
REQUESTED BY:	Bruce R. Howell	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Motor Vehicles	001-52602-551	27,500	(7,000)	20,500
Misc. Supplies	001-52602-219	15,000	7,000	22,000
	TOTAL		0	

JUSTIFICATION:

To cover the cost of new bedding in detention.

9-4

AGENDA

MAR - 7 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 33

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	3/1/2016
DATE:	3/1/2016		Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head			Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
YMCA of Montgomery	001-58400.498	0	1,500	1,500
Donation Revenue	001-40000.47701	(301,300)	(1,500)	(302,800)
	TOTAL	(301,300)	0	(301,300)

JUSTIFICATION:

To budget funding to the YMCA of Montgomery for Britton YMCA Youth Government Day.

10-1

Elton N. Dean, Sr.
Chairman

Daniel Harris, Jr.
Vice Chairman

Andrew D. Hall
Ronda M. Walker
Jiles Williams, Jr.

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AGENDA
MAR - 7 2016

February 23, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Position Fill Requests for Detention Facility

The Montgomery County Commission, at its meeting on February 16, 2016, agreed to place the following Position Fill Requests from the Detention Facility on the next agenda:

(1) Corrections Officer Trainee/Corrections Officer, Position Number 015
(2) Stores Clerk I, Position Number 196

I am requesting approval of these items.

DLM/tn

Attachments

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Trainee / Corrections Officer

   Position Number 015

   Proposed Effective Date February 16, 2016

   Type of Appointment (X) Permanent ( ) Temporary

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

   Pay Grade PCT - Corrections Officer Trainee - $30,096
   PC1 - Corrections Officer - $31,344 - $46,832

Derrick Cunningham
Department Head mwc

Date February 1, 2016

---

2. Administrative Review
   ( ) Approved
   ( ) Disapproved

____
Funding Authority

3. Certification
   Promotional ________ Candidates
   Open-Competitive ________ Candidates
   Transfer ________ Candidates

______________________________ Date ____________
Personnel Director

4. Selectee: ______________________________

______________________________ Date ____________
Appointing Authority

5. ( ) Manpower data entered by ______________________________ Date ____________
   ( ) Payroll entered by ______________________________ Date ____________

11-2

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Stores Clerk I

Position Number 196

Proposed Effective Date February 15, 2016

Type of Appointment (X) Permanent ( ) Temporary

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

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

Derrick Cunningham
Department Head MDC

Date February 2, 2016

2. Administrative Review
( ) Approved
( ) Disapproved

____
Funding Authority

3. Certification
Promotional ________ Candidates
Open-Competitive ________ Candidates
Transfer ________ Candidates

______________________________ Date ________
Personnel Director

4. Selectee: ______________________________

______________________________ Date ________
Appointing Authority

5. ( ) Manpower data entered by ______________________________ Date ________
( ) Payroll entered by ______________________________ Date ________

11-3

Daryl D. Bailey

District Attorney

Fifteenth Judicial Circuit of Alabama

251 South Lawrence Street

P.O. Box 1667

Montgomery, Alabama 36102-1667

www.mc-ala.org/da

(334)832-2550

AGENDA

MAR - 7 2016

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: Daryl D. Bailey DB
District Attorney

DATE: February 5, 2016

SUBJECT: Position Fill Request and Related Starting Salary

Attached is a position fill request for a Senior Administrative Assistant due to the retirement of Carol Golden on March 11, 2016.

This position is responsible for specialized administrative, financial and secretarial duties and reports to the Chief Administrator. Among other things, this person is responsible for receiving quotes and entering purchasing requisitions, processing invoices for payment, maintaining office supply inventory, and submitting payroll information.

I have selected a current employee who has prior financial administration experience. She has been with my office for several years and is a state employee. Based on her experience, I am requesting her starting salary be approved at Grade A06, Step 4.

The funding for this is in the budget so no additional funds would be required. I respectfully request the Commission approve the position fill and beginning salary requests.

Contact me if you have any questions.

12-1

ORIGINAL

DISTRICT ATTORNEY
POSITION FILL REQUEST

DEPARTMENT HEAD: **Daryl D. Bailey**

SUPERVISOR: **Rhonda B. Cape**

POSITION TITLE: **Senior Administrative Assistant**

POSITION NO: **400019013**

PROPOSED EFFECTIVE DATE: **March 14, 2016**

TYPE OF APPOINTMENT: **(X) PERMANENT** **( ) TEMPORARY**

RECRUITING:

(X) OPEN **( ) TRANSFER**

( ) PROMOTION **(X) PROMOTION/TRANSFER**

PAY GRADE: A06-01 – A06-15 **SALARY RANGE: $36,284 - $54,214**

Pay step to be based upon the following rules:

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

(x) **Transfers** – If the rate of pay in the previous position falls within the pay range established for the class of the new position and does not correspond to a step in the salary plan, it shall be adjusted to the next higher step, but otherwise this rate of pay may remain unchanged on the recommendation of the administrative officer in accordance with this rule.

---

1 **ADMINISTRATIVE REVIEW**

( ) APPROVED

( ) DISAPPROVED

____
Funding

3 **SELECTEE:** ______________________________

______________________________ **Date:** __________
Appointing Authority Signature – District Attorney Office

4 **( ) Manpower data entered by:** ______________________ **Date:** __________

( ) Payroll entered by: ______________________ **Date:** __________

revised 12/31/08

12·2

Daryl D. Bailey

District Attorney

Fifteenth Judicial Circuit of Alabama

251 South Lawrence Street

P.O. Box 1667

Montgomery, Alabama 36102-1667

www.mc-ala.org/da

(334)832-2550

AGENDA

MAR - 7 2016

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: Rhonda B. Cape
Chief Administrator

DATE: February 5, 2016

SUBJECT: Position Fill Request

I respectfully request the County Commission approve the attached Case Manager I position fill request in the Worthless Check Unit. This position is paid in full by the Worthless Check Unit.

Please contact me if you have any questions.

Attachment

13-1

ORIGINAL

DISTRICT ATTORNEY
POSITION FILL REQUEST

DEPARTMENT HEAD: **Daryl D. Bailey**

SUPERVISOR: **Michael J. Thomas**

POSITION TITLE: **WCU Case Manager I**

POSITION NO: **438045004**

PROPOSED EFFECTIVE DATE: **March 14, 2016**

TYPE OF APPOINTMENT: **(X) PERMANENT** **( ) TEMPORARY**

RECRUITING:

(X) OPEN **( ) TRANSFER**

( ) PROMOTION **(X) PROMOTION/TRANSFER**

PAY GRADE: A03-01 – A03-15 **SALARY RANGE: $25,630 - $38,294**

Pay step to be based upon the following rules:

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

(x) **Transfers** – If the rate of pay in the previous position falls within the pay range established for the class of the new position and does not correspond to a step in the salary plan, it shall be adjusted to the next higher step, but otherwise this rate of pay may remain unchanged on the recommendation of the administrative officer in accordance with this rule.

---

1 **ADMINISTRATIVE REVIEW**

( ) APPROVED

( ) DISAPPROVED

____
Funding

3 **SELECTEE:** ______________________________

______________________________ **Date:**
Appointing Authority Signature – District Attorney Office

4 **( ) Manpower data entered by:** ______________________ **Date:**

( ) Payroll entered by: ______________________ **Date:**

revised 12/31/08

13-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 21

AGENDA
MAR - 7 2016

Date: March 3, 2016
To: Donald L. Mims, Administrator
From: Florence M. Cauthen
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL

Departure Date: March 16, 2016 Return Date: March 17, 2016

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: CGEI Personnel Administration

Traveler (s) Name: 1. Florence M. Cauthen 4.
2. 5.
3. 6.

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

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

Department Name: County Commission Fund Name: General

Additional Comments: Registration - $175.00

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

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the approximate amount of $175.00 and advance registration of $175.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51100.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$22,500.00	
Approved Requests:	$19,003.60	
Budget Available:	$3,496.40	
Current Requests:	$175.00	
Budget Balance:	$3,321.40	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 3/3/2016
cc: Finance Director / Buyer

14-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 22

AGENDA
MAR - 7 2016

Date: March 3, 2016

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Savannah, GA

Departure Date: March 30, 2016 Return Date: April 2, 2016

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: ICMA (International City/County Management Association) Southeast Regional Summit

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

Check Mode of Transportation:

County Vehicle		Commercial Air	XX
Private Vehicle	XX	Other (Specify)	

Total (est.) Cost: $0.00 Advance Registration Required: $0.00

Department Name: County Commission Fund Name: General

Additional Comments: ****All expenses will be reimbursed by Alabama City/County Management Association (ACCMA)**** As incoming President of ACCMA it would be good for me to attend this meeting.

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51100.265 **(ex: 000-00000-000)**
Description:	Registration & Training
Current Budget:	$22,500.00
Approved Requests:	$19,003.60
Budget Available:	$3,496.40
Current Requests:	$175.00
Budget Balance:	$3,321.40

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/3/2016

cc: Finance Director / Buyer

14.2

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 6

AGENDA
MAR - 7 2016

Date: February 29, 2016

To: Donald L. Mims, Administrator

From: Janet Buskey, Revenue Comm.

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Dothan, AL

Departure Date: March 10, 2016 Return Date: March 10, 2016

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: AATA Distrcit IV Meeting

Traveler (s) Name:
1. Ann Brantley
2. Shuntal Williams
3. Jacinta Herbert - Lard
4.
5.
6.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	XX	Other (Specify)	

Total (est.) Cost: $176.64 Advance Registration Required: $60.00

Department Name: Revenue Commission Fund Name: General Fund

Additional Comments:

To: Janet Buskey, Revenue Comm.

From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the approximate amount of $176.64 and advance registration of $60.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51500.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$4,400.00
Approved Requests:	$3,827.20
Budget Available:	$572.80
Current Requests:	$176.64
Budget Balance:	$396.16

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/1/2016

cc: Finance Director / Buyer

14.3

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 3

AGENDA
MAR - 7 2016

Date: February 29, 2016

To: Donald L. Mims, Administrator

From: Terri Henderson, Revenue Manager

Re: Travel / Training Request

Request approval to be granted for the following:

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

Departure Date: April 6, 2016 Return Date: April 6, 2016

Conference Leave (Days / Hours): 1/2 Day

Purpose of Travel: Presenter/Speaker at CROAA: Overview of County Revenue Course in Prattville, AL on Wednesday Afternoon 4/6/2016.

Traveler (s) Name: 1. Terri Henderson 4.

2. 5.

3. 6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]

Private Vehicle [x] Other (Specify) [ ]

Total (est.) Cost: $17.28 Advance Registration Required: $0.00

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

Additional Comments: Mileage $17.28

CROAA Course Sponsored By ACCA

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the approximate amount of $17.28 and advance registration of $0.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department		
Fund Code:	001-51800.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$10,000.00	
Approved Requests:	$1,646.41	
Budget Available:	$8,353.59	
Current Requests:	$17.28	
Budget Balance:	$8,336.31	

Reviewed by: S. Thomas

Date: 3/1/2016

cc: Finance Director / Buyer

14-4

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

AGENDA
MAR - 7 2016

Date: February 29, 2016

To: Donald L. Mims, Administrator

From: Terri Henderson, Revenue Manager

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Alabama

Departure Date: May 2, 2016 Return Date: May 5, 2016

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: Attend ALTIST Certified Revenue Examiner Program Course: Multistate Tax Commission ("MTC") Statistical Sampling Course For Auditng Sales & Use Tax. Attendee Will Earn 32 Hrs. Toward Her 40 Hr. CRE Requirement for 2016.

Traveler (s) Name: 1. Maxine Taylor 4. ______
2. ______ 5. ______
3. ______ 6. ______

Check Mode of Transportation:

County Vehicle	[ ]	Commercial Air	[ ]
Private Vehicle	[x]	Other (Specify)	[ ]

Total (est.) Cost: $1,434.64 Advance Registration Required: $895.00

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

Additional Comments: Registration Fees of $895.00 will need to be paid in advance to Auburn University Center for Governmental Services. Other Estimated Expenses: Meals $140. Lodging $310. Mileage $89.64.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the approximate amount of $1,434.64 and advance registration of $895.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51800.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$10,000.00
Approved Requests:	$1,646.41
Budget Available:	$8,353.59
Current Requests:	$1,451.92
Budget Balance:	$6,901.67

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/1/2016

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 21

AGENDA
MAR - 7 2016

Date: March 1, 2016

To: Donald L. Mims, Administrator

From: Sheriff Derrick Cunningham

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Washington DC

Departure Date: March 13, 2016 Return Date: March 18, 2016

Conference Leave (Days / Hours): 6 Days

Purpose of Travel: attend federal grant training sponsored by the US Department of Education

Traveler (s) Name:
1. Regina Walker
2.
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle [ ] Commercial Air [X]

Private Vehicle [ ] Other (Specify) [ ]

Total (est.) Cost: $0.00 Advance Registration Required: $0.00

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: All expenses covered by the grant training agency.

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-52110.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$25,000.00
Approved Requests:	$9,567.00
Budget Available:	$15,433.00
Current Requests:	$0.00
Budget Balance:	$15,433.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/2/2016

cc: Finance Director / Buyer

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Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 6

AGENDA
MAR - 7 2016

Date: February 23, 2016

To: Donald L. Mims, Administrator

From: Bruce R. Howell

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Al. Homewood suites

Departure Date: April 27, 2016 Return Date: April 27, 2016

Conference Leave (Days / Hours): 8 hours

Purpose of Travel: Attend one day workshop on "Front desk Safety & security"

Traveler (s) Name: 1. Carolyn Dettmar 4.
2. 5.
3. 6.

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

Total (est.) Cost: $149.00 Advance Registration Required:

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments:

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the approximate amount of $149.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	001-52603.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$11,000.00	
Approved Requests:	$1,663.00	
Budget Available:	$9,337.00	
Current Requests:	$149.00	
Budget Balance:	$9,188.00	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/24/2016

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

AGENDA
MAR - 7 2016

Request # 7

Date: February 23, 2016

To: Donald L. Mims, Administrator

From: Bruce R. Howell

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: University of Montevallo

Departure Date: May 11, 2016 Return Date: May 11, 2016

Conference Leave (Days / Hours): 8 hours

Purpose of Travel: To attend Alabama Adolescent and Young Adult Conference

Traveler (s) Name:
1. Ray Williams
2. Alex Thomas
3. Rachel Wert
4. Tyrone Anderson
5.
6.

Check Mode of Transportation:

County Vehicle	XX	Commercial Air	
Private Vehicle		Other (Specify)	

Total (est.) Cost: $180.00 Advance Registration Required: $180.00

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments:

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the approximate amount of $180.00 and advance registration of $180.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-52603.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$11,000.00
Approved Requests:	$1,663.00
Budget Available:	$9,337.00
Current Requests:	$329.00
Budget Balance:	$9,008.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/24/2016

cc: Finance Director / Buyer

Revised October 12, 2005

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

AGENDA
MAR - 7 2016

Request # 8

Date: February 26, 2016

To: Donald L. Mims, Administrator

From: Bruce R. Howell

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: AUM Montgomery, Ala.

Departure Date: March 8, 2016 Return Date: March 8, 2016

Conference Leave (Days / Hours): 8 hours

Purpose of Travel:

Attend Human trafficking and Sex trafficking of minors

Traveler (s) Name:

1. Patricia Boyd, Vida Wilson
2. Veriesa Manora
3. Kenneth Arnold, Brian Recher
4. Patricia White
5. Sammy Jones, Annie Smith
6. Timothy Weathersby

Check Mode of Transportation:

County Vehicle	XX	Commercial Air	
Private Vehicle		Other (Specify)	

Total (est.) Cost: $0.00 Advance Registration Required:

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: Free local training

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department

Fund Code:	001-52603.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$11,000.00
Approved Requests:	$1,663.00
Budget Available:	$9,337.00
Current Requests:	$329.00
Budget Balance:	$9,008.00

Reviewed by: S. Thomas

Date: 2/26/2016

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

AGENDA
MAR - 7 2016

Request # 9

Date:	February 26, 2016
To:	Donald L. Mims, Administrator
From:	Bruce R. Howell
Re:	Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, Ala.

Departure Date: March 24, 2016 Return Date: March 24, 2016

Conference Leave (Days / Hours): 8 hours

Purpose of Travel: Investigation and Human Resources training

Annie Smith

Traveler (s) Name:
1. Belinda Adams, Valeria Watts
2. Charlie Jones, Ronald Sellers
3. LaToyia Delbridge, Annie Smith
4. Victor Black,Tony Hawthorne
5. Patricia Boyd,Verlesa Manora
6. Cassandra Morgan

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

Total (est.) Cost: $0.00 Advance Registration Required:

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: Free Training offered by the Mobile Detention Facility for our Detention Staff

---

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department

Fund Code:	001-52603.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$11,000.00
Approved Requests:	$1,663.00
Budget Available:	$9,337.00
Current Requests:	$329.00
Budget Balance:	$9,008.00

Reviewed by: S. Thomas

Date: 2/26/2016

cc: Finance Director / Buyer

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Appendix C

Montgomery County Commission
Travel / Training Request Approval

AGENDA

MAR - 7 2016

Request # 10

Date: February 26, 2016

To: Donald L. Mims, Administrator

From: Bruce R. Howell

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, Ala.

Departure Date: March 23, 2016 Return Date: March 23, 2016

Conference Leave (Days / Hours): 8 hours

Purpose of Travel: Investigation and Human Resources training

Joseph White, Armous Brown, Ricky Cotton, Clothhedia Felder, Verlesa Manora

Traveler (s) Name:
1. Vincent Calhoun, Elijah Hood
2. Annie Smith, Patricia Boyd
3. Deldreck McCall
4. Earnest Davidson
5. Shawanda Henderson
6. Annie Hamilton

Check Mode of Transportation:

County Vehicle	XX	Commercial Air	
Private Vehicle	XX	Other (Specify)	

Total (est.) Cost: $0.00 Advance Registration Required:

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: Free Training offered by the Mobile Detention Facility for our Detention Staff

---

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-52603.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$11,000.00
Approved Requests:	$1,663.00
Budget Available:	$9,337.00
Current Requests:	$0.00
Budget Balance:	$9,337.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/26/2016

cc: Finance Director / Buyer

Appendix C

Montgomery County Commission
Travel / Training Request Approval

AGENDA
MAR - 7 2016

Request # 2

Date: February 18, 2016

To: Donald L. Mims, Administrator

From: George C. Speake, County Engineer

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Alabama

Departure Date: March 15, 2016 Return Date: March 15, 2016

Conference Leave (Days / Hours): 1 day/10 hours

Purpose of Travel: Pesticide Applicator Exam

Traveler (s) Name:
1. Kory Petty
2. Daniel Owens
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle	x	Commercial Air	
Private Vehicle		Other (Specify)	

Total (est.) Cost: $150.00 Advance Registration Required: $150.00

Department Name: Engineering Dept/Mosquito Control Fund Name: 001-55600.265

Additional Comments: Fee for exam $75.00 each for a total of $150.00

To: George C. Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the approximate amount of $150.00 and advance registration of $150.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department

Fund Code:	001-55600.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$1,500.00
Approved Requests:	$1,200.00
Budget Available:	$300.00
Current Requests:	$150.00
Budget Balance:	$150.00

Reviewed by: S. Thomas

Date: 2/18/2016

cc: Finance Director / Buyer

Revised October 12, 2005 1412

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 10

AGENDA
MAR - 7 2016

Date: March 3, 2016

To: Donald L. Mims, Administrator

From: Scott Kramer, Risk Management

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Atlanta, GA

Departure Date: June 26, 2016 Return Date: June 28, 2016

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: to attend ASSE Meeting

Traveler (s) Name: 1. Scott Kramer 4.

2. 5.

3. 6.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	XX	Other (Specify)	

Total (est.) Cost: $0.00 Advance Registration Required: $0.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: ****All expenses will be reimbursed by PRIMA****

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	007-51100.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$15,000.00
Approved Requests:	$3,923.48
Budget Available:	$11,076.52
Current Requests:	$0.00
Budget Balance:	$11,076.52

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/3/2016

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Request # 11

AGENDA
MAR - 7 2016

Date: March 3, 2016
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Management
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: San Antonio, TX
Departure Date: April 13, 2016 Return Date: April 16, 2016
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend States' Spring 2016 Joint Boards & Committees Meeting

Traveler (s) Name:
1. Scott Kramer
2.
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle		Commercial Air	XX
Private Vehicle		Other (Specify)	

Total (est.) Cost: $0.00 Advance Registration Required: $0.00
Department Name: Risk Management Fund Name: Liability
Additional Comments: ****All expenses will be reimbursed by the States'****

To: Scott Kramer, Risk Manager
From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	007-51100.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$15,000.00
Approved Requests:	$3,923.48
Budget Available:	$11,076.52
Current Requests:	$0.00
Budget Balance:	$11,076.52

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 3/3/2016
cc: Finance Director / Buyer

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Appendix C

Montgomery County Commission
Travel / Training Request Approval

AGENDA
MAR - 7 2016

Request # 3

Date: February 23, 2016

To: Donald L. Mims, Administrator

From: George C. Speake, County Engineer

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Renaissance Hotel and Spa, Montgomery, Alabama

Departure Date: March 24, 2016 Return Date: March 24, 2016

Conference Leave (Days / Hours): 1 day/8 hours

Purpose of Travel: Attend seminar on Erosion Control, Sediment Control and Stormwater Management on Construction Sites.

Traveler (s) Name: 1. George C. Speake 4. ______
2. ______ 5. ______
3. ______ 6. ______

Check Mode of Transportation:

County Vehicle	x	Commercial Air	
Private Vehicle		Other (Specify)	

Total (est.) Cost: $150.00 Advance Registration Required: $150.00

Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265

Additional Comments:

To: George C. Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the approximate amount of $150.00 and advance registration of $150.00 is authorized.

To be completed by the Finance Department

Fund Code:	111-53600.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$7,000.00
Approved Requests:	$840.00
Budget Available:	$6,160.00
Current Requests:	$150.00
Budget Balance:	$6,010.00

______
Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/23/2016

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

AGENDA
MAR - 7 2016

Date: February 19, 2016
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: May 9, 2016 Return Date: May 9, 2016
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend Fred Pryor Seminar: How to Write Clear and Concise Policies and Procedures

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

Check Mode of Transportation:

County Vehicle	[ ]	Commercial Air	[ ]
Private Vehicle	[X]	Other (Specify)	[ ]

Total (est.) Cost: $398.00 Advance Registration Required: $398.00
Department Name: Personnel Fund Name: Merit System
Additional Comments: Registration Fee: $199.00/person

To: Carmen Douglas, Director
From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the approximate amount of $398.00 and advance registration of $398.00 is authorized.

To be completed by the Finance Department

Fund Code:	123-51961-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$20,000.00
Approved Requests:	$2,580.97
Budget Available:	$17,419.03
Current Requests:	$398.00
Budget Balance:	$17,021.03

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/22/2016
cc: Finance Director / Buyer

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Appendix C

Montgomery County Commission
Travel / Training Request Approval

AGENDA
MAR - 7 2016

Request # 10

Date: March 2, 2016

To: Donald L. Mims, Administrator

From: Carmen Douglas, Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: April 28, 2016 Return Date: April 28, 2016

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: to attend AUM Administrative Professionals Conference 2016: The Game of LIFE

Traveler (s) Name:
1. Laura Hughley
2. Nina Nolan
3. Jessalyn Peck
4. Renee Wood
5.
6.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	X	Other (Specify)	

Total (est.) Cost: $396.00 Advance Registration Required: $396.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration Fee: $99.00/person

To: Carmen Douglas, Director

From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the approximate amount of $396.00 and advance registration of $396.00 is authorized.

To be completed by the Finance Department

Fund Code:	123-51961-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$20,000.00
Approved Requests:	$2,580.97
Budget Available:	$17,419.03
Current Requests:	$794.00
Budget Balance:	$16,625.03

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/2/2016

cc: Finance Director / Buyer

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Appendix C

Montgomery County Commission
Travel / Training Request Approval

AGENDA
MAR - 7 2016

Request # 7

Date: February 26, 2016

To: Donald L. Mims, Administrator

From: Paul Brown, Executive Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 75 TechnaCenter Drive, Montgomery, AL 36117

Departure Date: March 29, 2016 Return Date: March 29, 2016

Conference Leave (Days / Hours): One day

Purpose of Travel: To attend ID Theft & White Collar Crime Schemes-Montgomery

Traveler (s) Name:
1. Kimberley Long
2. Robert Pritchett
3. Tony Ferguson
4. Amberly Tutt-Lewis
5. Demetric Shipman
6. Jonathan Benton

Check Mode of Transportation:

County Vehicle	x	Commercial Air	
Private Vehicle		Other (Specify)	

Total (est.) Cost: $0.00 Advance Registration Required: $0.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments:

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department

Fund Code:	124-52960.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$12,425.00	
Approved Requests:	$2,600.98	
Budget Available:	$9,824.02	
Current Requests:	$0.00	
Budget Balance:	$9,824.02	

Reviewed by: S. Thomas

Date: 2/26/2016

cc: Finance Director / Buyer

Revised October 12, 2005 14-18

Appendix C

Montgomery County Commission
Travel / Training Request Approval

AGENDA
MAR - 7 2016

Request # 8

Date: February 26, 2016
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 75 TechnaCenter Drive, Montgomery, AL 36117
Departure Date: March 31, 2016 Return Date: March 31, 2016
Conference Leave (Days / Hours): One day
Purpose of Travel: To attend Using Listening Skills to Negotiate the Interview

Traveler (s) Name:
1. Kimberley Long
2. Robert Pritchett
3. Tony Ferguson
4. Amberly Tutt-Lewis
5. Jonathan Benton
6. Demetric Shipman

Check Mode of Transportation:

County Vehicle	x	Commercial Air	
Private Vehicle		Other (Specify)	

Total (est.) Cost: $0.00 Advance Registration Required: $0.00
Department Name: Community Corrections Fund Name: Community Corrections
Additional Comments:

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 3/7/16 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	124-52960.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$12,425.00	
Approved Requests:	$2,600.98	
Budget Available:	$9,824.02	
Current Requests:	$0.00	
Budget Balance:	$9,824.02	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/26/2016
cc: Finance Director / Buyer