MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

FEBRUARY 21, 2017

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:10 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Singleton. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees and items on the agenda.

The Commission discussed Amendment Number 2 to Contract with The Office Pal for toner cartridges (Contract Number 51901-15B-014), which was on the agenda. The Commission agreed to carry over this item to the next agenda.

PRESENTATION BY REVENUE MANAGER TERRI HENDERSON

Revenue Manager Terri Henderson briefed the Commission regarding the renewal of External Audit Services Agreement with Rivertree Systems, Inc., for the Tax and Audit Department. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY BOARD PRESIDENT CHOONA LANG, BOARD VICE PRESIDENT BETH DUBINA AND HEAD OF SCHOOL KATHI ATKINS WITH MONTGOMERY CHRISTIAN SCHOOL

President Choona Lang with Montgomery Christian School introduced Board Vice President Beth Dubina and Head of School Kathi Atkins. Ms. Dubina briefed the Commission regarding the school and requested funding for laptops, computer desks, printers and other items for the Program. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of $8,064 for the program.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM AND GRANT WRITER REGINA WALKER WITH THE SHERIFF'S OFFICE

Sheriff Derrick Cunningham briefed the Commission regarding a Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 5SHL (FY2015 - $25,000). After discussion, the Commission agreed to waive rules and add this item to the agenda.

Grant Writer Regina Walker briefed the Commission regarding a Smart Re-entry: Focus on Evidence Based Strategies for Successful Reentry from Incarceration to Community Grant. After discussion, the Commission agreed for the Sheriff's Office to pursue the grant.

Ms. Walker briefed the Commission regarding a Justice and Mental Health Collaboration Program Grant. After discussion, the Commission agreed for the Sheriff's Office to pursue the grant.

PRESENTATION BY PRESIDING CIRCUIT JUDGE JOHNNY HARDWICK

Presiding Circuit Judge Johnny Hardwick briefed the Commission regarding an Agreement with The Bridge, Inc., for the Davis Program for the period commencing on March 1, 2017 and ending September 30, 2017. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci briefed the Commission regarding the first anniversary of the Montgomery Internet Exchange (MIX) and his attendance at the National Association of Network Operators' Group (NANOG). He explained that the MIX has grown from only three participating entities a year ago to 13 currently. Mr. Ialacci noted that the traffic being handled by the MIX has grown from approximately 250 Mb to 2 Gb currently, which is an 800% increase. He also reported that another company, Hurricane Electric was registered and connected to the MIX during the NANOG conference. Mr. Ialacci stated that there were additional relationships initiated with a Swiss content provider company and some of the major companies like, Apple and Netflix.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE, ASSISTANT ENGINEER JAMES KELLEY, AND MONTGOMERY CITY ENGINEER PATRICK DUNSON

County Engineer George Speake, Assistant Engineer James Kelley, and Montgomery City Engineer Patrick Dunson discussed a Contractual Agreement with the Alabama Department of Environmental Management for a $100,000 grant concerning the collection, management, and disposal of discarded scrap tires. After discussion, the Commission agreed to place this item on the next Commission agenda.

Mr. Speake informed the Commission that Mr. Kelley would be retiring on March 31, 2017.

PRESENTATION BY DIRECTOR OF ELECTIONS DARRYL PARKER

Director of Elections Darryl Parker briefed the Commission regarding the proposed sale of standard and handicapped model VI voting booths. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY REV. RAYFORD MACK, PRESIDENT OF METRO MONTGOMERY NAACP

Reverend Rayford Mack, President of Metro Montgomery NAACP, briefed the Commission regarding the program and requested funding for the Freedom Fund Program. Administrator Mims stated that the Commission can only contract for services, not funding for tables and advertisement. Chairman Dean stated that the Commission's policy that prohibits funding to sponsor tables needs to be changed and requested that it be reviewed by the County Attorney.

Chairman Dean and Commissioner Harris requested a $583.33 miscellaneous appropriation from each of their accounts and Commissioner Singleton requested a $583.34 miscellaneous appropriation from his account for this event to be placed on the next agenda.

PRESIDENT AND CEO MATT HOLDBROOKS WITH KID ONE TRANSPORT

President and CEO Matt Holdbrooks with Kid One Transport briefed the Commission regarding the Program and requested funding. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of $8,000 for this program.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding appointments to the Joint Public Charity Hospital Board. He stated that Richard Wilhoite has retired and Board Chairman Albert Holloway has recommended the appointment of Tommie Ellis to the board. Also, Henry A. Frazer would like to be reappointed. After discussion, the Commission agreed to place these appointments on the next agenda.

Administrator Mims briefed the Commission regarding County Levies for Alcohol Licensing for 2017-2018. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims mentioned the Award for Request for Proposals for the Implementation of The Montgomery County Commission's Minority and Women Business Enterprise Initiative. Deputy Administrator Cauthen distributed an Executive Summary of The Moore Zeigler Group's accomplishments with the City of Montgomery. After discussion, Vice Chairman Walker recommended placing a Contract with The Moore Zeigler Group on the next agenda. The majority of the Commission agreed.

PRESENTATION BY GENERAL SERVICES DIRECTOR LAMAR ALLEN

General Services Director Lamar Allen briefed the Commission regarding the need to move forward with the repair of the retaining wall located at the rear of 125 Washington Avenue. He stated that Goodwyn, Mills and Cawood estimates the cost of the repair to be $100,730. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented Budget Change Request Number 3 from the Probate Judge's Office. After discussion, the Commission agreed to place this item on the next agenda.

RECESS TO EXECUTIVE SESSION

Administrator Mims presented a letter from Senior Vice President of Corporate Development Ellen G. McNair, Montgomery Area Chamber of Commerce regarding the Calling of an Executive Session to Discuss a Commerce or Trade Matter. Vice Chairman Walker made a motion to go into the Executive Session. The motion was seconded by Commissioner Singleton and unanimously approved by each Commissioner, openly giving their individual vote. Administrator Mims noted that all five Commissioners were present and that the Commission would reconvene to the Formal Session. Chairman Dean recessed the Information Session to the Executive Session. (Letter from Ellen McNair and a Checklist for Conducting Lawful Executive Sessions, Agenda Pages 28-1 and 28-2, are attached to these Minutes).

RECESS TO FORMAL SESSION

Chairman Dean recessed the Executive Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Commissioner Singleton.

The Pledge of Allegiance was led by Commissioner Harris.

Administrator Mims called Roll to establish a quorum, and the following Commissioners were present: Chairman Dean, Vice Chairman Walker and Members Harris, Sankey and Singleton. Also present were County Attorney Tyrone C. Means and County Engineer George C. Speake.

Vice Chairman Walker made a motion to approve the Minutes of the Regular Meeting of February 6, 2017. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Mims presented the Accounts Payable Checks and Payroll Checks Authorization for approval.

Commissioner Harris made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 7, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING PARTICIPATION BY MONTGOMERY COUNTY IN REGION 5 UNDER THE ALABAMA STATE PLAN FOR IMPLEMENTATION OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

Commissioner Singleton made a motion to adopt Resolution Authorizing Participation by Montgomery County in Region 5 Under the Alabama State Plan for Implementation of The Workforce Innovation and Opportunity Act. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Resolution and Agreement, Agenda Pages 1-1 through 1-18, are attached to these Minutes.)

ENGINEERING DEPARTMENT – ADOPTED RESOLUTION IN SUPPORT OF ALABAMA TRANSPORTATION REHABILITATION AND IMPROVEMENT PROGRAM (ATRIP-2) BOND ISSUE

Commissioner Singleton made a motion to adopt the Resolution in Support of Alabama Transportation Rehabilitation and Improvement Program (ATRIP-2) Bond Issue. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Resolution, Discussion Proposal, Agenda Pages 2-1 through 2-6, are attached to these Minutes.)

PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY – APPROVED REAPPOINTMENT OF BOARD MEMBER DAVID LIVINGSTON FOR A TERM EXPIRING MARCH 1, 2023

Commissioner Singleton made a motion to approve board member reappointment of David Livingston with a term expiring March 1, 2013, to the Pike Road Volunteer Fire Protection Authority. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Letter and Board Members' Appointment Page, Agenda Pages 3-1 through 3-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED ALABAMA RECYCLING FUND GRANT APPLICATION TO THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (ADEM) REGARDING THE SOLID WASTE RECYCLING PROGRAM FOR THE CITY OF MONTGOMERY

Vice Chairman Walker made a motion to approve Alabama Recycling Fund Grant Application to the Alabama Department of Environmental Management (ADEM) regarding the Solid Waste Recycling Program for the City of Montgomery. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Grant Application, Montgomery County Solid Waste Management Plan, Letter, City of Montgomery Solid Waste Plan and State Curbside Report, Agenda Pages 4-1 through 4-30, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED INDUSTRIAL ACCESS AGREEMENT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION REGARDING A NEW SIDE ROAD IN THE MONTGOMERY INDUSTRIAL PARK FOR GERHARDI, INC.

Commissioner Singleton made a motion to approve Industrial Access Agreement with the Alabama Department of Transportation regarding a New Side Road in the Montgomery Industrial Park for Gerhardi, Inc. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Letter and Agreement, Agenda Pages 5-1 through 5-9, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED PHARMACY MANAGEMENT SERVICES AGREEMENT WITH CARLISLE MEDICAL INCORPORATED AND CARLISLE & ASSOCIATES

Vice Chairman Walker made a motion to approve Pharmacy Management Services Agreement with Carlisle Medical Incorporated and Carlisle & Associates. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Agreement, Dispute Resolution and Attorney Gallion's Opinion, Agenda Pages 6-1 through 6-7, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED HEALTH CENTER SHARE AGREEMENT WITH ALLIANCE INSURANCE GROUP, INC., AND CAREHERE, LLC, CONCERNING A HEALTH CENTER LOCATION FOR THE BENEFIT OF CAREHERE CLIENTS

Vice Chairman Walker made a motion to approve Health Center Share Agreement with Alliance Insurance Group, Inc., and CareHere, LLC, concerning a Health Center Location for the Benefit of CareHere Clients. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 7-1 through 7-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MEMORANDUM OF AGREEMENT (MOA) WITH THE CITY OF MONTGOMERY REGARDING ADA COMPLIANCE COORDINATOR SERVICES AND AUTHORIZATION OF FUNDING FROM MISCELLANEOUS APPROPRIATIONS - $6,000 (CHAIRMAN DEAN -$3,000 AND COMMISSIONER SINGLETON-$3,000)

Commissioner Singleton made a motion to approve Memorandum of Agreement (MOA) with the City of Montgomery regarding ADA Compliance Coordinator Services and Authorization of Funding from Miscellaneous Appropriations - $6,000 (Chairman Dean -$3,000 and Commissioner Singleton -$3,000). The motion was amended to limit the term to six months with no option to extend the Agreement. The motion was seconded by Vice Chairman Walker. Chairman Dean, Vice Chairman Walker and Commissioner Singleton voted in favor of the motion. Commissioners Sankey and Harris voted against the motion, and the motion carried. (Copies of Memorandum, and Agreement, Agenda Pages 8-1 through 8-3, are attached to these Minutes.)

SUPPORT SERVICES – CARRIED OVER AMENDMENT NUMBER 2 TO CONTRACT WITH THE OFFICE PAL FOR TONER CARTRIDGES (CONTRACT NUMBER 51901-15B-014)

Chairman Dean made the recommendation to carry over to the next meeting consideration of Amendment Number 2 to Contract with The Office Pal for Toner Cartridges (Contract Number 51901-15B-014), and his fellow Commissioners concurred. (Copies of Memorandum and Contract, Agenda Pages 9-1 and 9-2, are attached to these Minutes.)

YOUTH FACILITY – APPROVED CONTRACT FOR HOUSING JUVENILES AT THE DALLAS COUNTY JUVENILE DETENTION CENTER FOR MONTGOMERY COUNTY

Vice Chairman Walker made a motion to approve Contract for Housing Juveniles at the Dallas County Juvenile Detention Center for Montgomery County. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Temporary Agreement, Agenda Pages 10-1 through 10-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED COUNTY TAX LEVIES FOR THE YEAR 2017

Commissioner Harris made a motion to approve County Tax Levies for the Year 2017. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Resolutions, Agenda Pages 11-1 through 11-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED COUNTY EMPLOYEE BLOOD DRIVES FOR 2017

Commissioner Harris made a motion to approve County Employee Blood Drives for 2017. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 12-1, is attached to these Minutes.)

RISK MANAGEMENT - APPROVED PAYMENT OF 2017 MEMBERSHIP DUES TO THE PUBLIC RISK MANAGEMENT ASSOCIATION (PRIMA) FOR DIRECTOR OF RISK MANAGEMENT SCOTT KRAMER

Commissioner Harris made a motion to approve Payment of 2017 Membership Dues to the Public Risk Management Association (PRIMA) for Director of Risk Management Scott Kramer. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Membership Dues Renewal Notice, Agenda Pages 13-1 and 13-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT TO THE GARRETT COLISEUM REDEVELOPMENT CORP., IN THE AMOUNT OF $50,000 FOR FY2017 APPROPRIATION

Vice Chairman Walker made a motion to approve Payment to the Garrett Coliseum Redevelopment Corp., in the amount of $50,000 for FY2017 Appropriation. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Invoice, Agenda Pages 14-1 and 14-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

Administrator Mims requested approval of the miscellaneous appropriations included in his memorandum dated February 21, 2017. During the County Commission Meeting this date, Chairman Dean requested that the following miscellaneous appropriation reprogramming request be withdrawn from consideration and his fellow Commissioners concurred:

C-2017-43: Metro Montgomery NAACP for Freedom Fund Programs $1,750; (Chairman Dean-$583.33, Commissioner Harris-$583.33 and Commissioner Singleton-$583.34)

Vice Chairman Walker made a motion to approve Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Memorandum, Agenda Pages 15-1 and 15-2, are attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED BID AWARD TO COAST TO COAST, INC., FOR SAN BACKUP STORAGE APPLIANCE EXPANSION, BID NUMBER 51965-17B-009

Commissioner Singleton made a motion to approve Bid Award to Coast to Coast, Inc., for SAN Backup Storage Appliance Expansion, Bid Number 51965-17B-009. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandums and Bid Tabulation, Agenda Pages 16-1 through 16-4, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 21 FOR ALABAMA-KOREA EDUCATION & ECONOMIC PARTNERSHIP (A-KEEP)

Commissioner Harris made a motion to approve Budget Change Request Number 21 for Alabama-Korea Education & Economic Partnership (A-KEEP). The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 17-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 22 FOR BLUE GRAY NATIONAL COLLEGIATE TENNIS CLASSIC

Vice Chairman Walker made a motion to approve Budget Change Request Number 22 for Blue Gray National Collegiate Tennis Classic. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 18-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – DENIED BUDGET CHANGE REQUEST NUMBER 23 FOR ALABAMA KIDNEY FOUNDATION

Commissioner Singleton made a motion to approve Budget Change Request Number 23 for Alabama Kidney Foundation. Chairman Dean passed the gavel to Vice Chairman Walker and seconded the motion. Chairman Dean and Commissioner Singleton voted in favor of the motion. Vice Chairman Walker and Commissioner Harris opposed the motion. Commissioner Sankey abstained from voting and the motion failed. (Copy of Budget Change Request, Agenda Page 19-1, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE (ELECTIONS) – APPROVED BUDGET CHANGE REQUEST NUMBER 2

Commissioner Harris made a motion to approve Budget Change Request Number 2 for Probate Judge's Office (Elections). The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 20-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (2)

1. Corrections Officer/Corrections Officer Trainee, Position Number 500419216
2. Detention Facility Assistant Director, Position Number 500438067

Commissioner Harris made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 21-1 and 21-2, are attached to these Minutes.)

PERSONNEL DEPARTMENT – APPROVED POSITION AND RELATED POSITION FILL REQUEST (1)

1. Retired RSA Employee/Professional, Position Number To Be Determined

Commissioner Harris made a motion to approve the Position and Related Position Fill Request. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of the Position Fill Request, Agenda Page 22-1, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED POSITION FILL REQUESTS (3)

1. Administrative Support Associate, Position Number 750013040
2. Customer Service Clerk, Position Number 750016045
3. Customer Service Clerk, Position Number 750016058

Commissioner Harris made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of the Position Fill Requests, Agenda Pages 23-1 through 23-3, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUESTS (2)

1. Deputy Sheriff Corporal, Position Number 550429041
2. Deputy Sheriff/Deputy Sheriff Trainee, Position Number 550430062

Commissioner Harris made a motion to approve the Position Fill Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of the Position Fill Requests, Agenda Pages 24-1 and 24-2, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (21)

DEPARTMENTS	TRAVEL/TRAINING REQUESTS
1. County Commission	Request Numbers 20, 22, 23, 24 and 25
2. Revenue Commissioner's Office	Request Number 5
3. Tax & Audit	Request Numbers 5, 6 and 7
4. Sheriff's Office	Request Numbers 28, 29, 30, 32, 33, 34 and 35
5. Youth Facility	Request Number 13
6. Risk Management	Request Numbers 6 and 7
7. Personnel	Request Numbers 15 and 16

Commissioner Harris made a motion to approve Travel/Training Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 25-1 through 25-21, are attached to these Minutes.)

WAIVE RULES

Chairman Dean requested to waive rules and add the following items to the agenda, and his fellow Commissioners concurred:

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 5SHL (FY2015 – $25,000)

Commissioner Harris made a motion to approve the Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 5SHL (FY2015 - $25,000). The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum, Letter, Agreement, Certification and Audit Requirement, Agenda Pages 26-1 through 26-14, are attached to these Minutes.)

<u>YOUTH FACILITY – APPROVED AGREEMENT WITH THE BRIDGE, INC., FOR THE DAVIS PROGRAM</u>

Commissioner Harris made a motion to approve the Agreement with The Bridge, Inc., for the Davis Program. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Agreement, Agenda Page 27-1 through 27-5, is attached to these Minutes.)

COMMENTST BY COMMISSONERS AND ATTENDEES

Commissioner Singleton said good morning and stated that he has been with the Commission for three months now and the number one thing he has learned is that we have the best County employees in the country. He said that Administrator Mims and his staff keeps him informed and up to date on everything and the office is runs very efficiently. Commissioner Singleton said that he wished his private business office ran as smoothly as the Commission office.

Commissioner Sankey said good morning and that he agreed with what Commissioner Singleton said.

Vice Chairman Walker had no comment.

Chairman Dean said good morning and thanked everyone for coming to the meeting in the rain. He also said that he felt that we have the greatest county government in the state.

Commissioner Harris said good morning and told everyone to have a great day.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

<u>INFORMATION SESSION</u>

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

<u>COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN</u>

Administrator Mims presented an email from Britton YMCA requesting to make a presentation on March 6, 2017 regarding the Teen Achievers Program. The Commission agreed for

Administrator Mims to schedule representatives from the organization to meet with them at their next meeting.

Administrator Mims presented a letter from Child Protect requesting to make a presentation on March 6, 2017 regarding funding for the organization. The Commission agreed for Administrator Mims to schedule representatives from the Child Protect to meet with them at their next meeting.

Administrator Mims presented a letter from Mayor Todd Strange requesting funding for furniture and technology at the Morgan Library Branch ($200,000 in FY 2017 and $200,000 in FY2018). The Commission agreed to discuss this request at their next meeting.

Administrator Mims presented a letter from the Montgomery Community Action Agency requesting the reappointment of Melanie Bicatel-Wilson to the Board. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a letter from Hyundai Motor Manufacturing Alabama, LLC regarding Project Agreement (2011 Engine Plant) Dated May 17, 2011 ("Project Agreement") Certification of Full-Time Employee Number for 2016 Maintenance Period.

Administrator Mims presented an email from Beverly Calloway and Proposal for County Extension Service to lease space at One Center. She noted that the current five-year Lease for the Eastmont Plaza Extension Service expires June 30, 2018.

Administrator Mims briefed the Commission regarding proposed 2017 District County Commission Meeting Schedule. After discussion, Vice Chairman Walker made changes to the dates and the Commission agreed to discuss this item further at the next meeting.

Administrator Mims presented a memorandum to Elected Officials and Department Heads regarding Request to Waive Rules. After discussion, the Commission requested the Commission's policy regarding waive rules.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for 2017. Administrator Mims presented Revenue Reports for January 2017 from Tax and Audit Department.

Administrator Mims presented the Population Report for January 2017 for the Mac Sim Butler Detention Facility.

Administrator Mims presented the Census and Fiscal Report for January 2017 for Community Corrections.

Administrator Mims presented a Non-Profit Agency Funding Request from Montgomery S.T.E.P. Foundation requesting $50,000 for Violence Prevention Program in At-Risk Public Schools & Housing Communities. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of $25,000 for this program.

DISCUSSION BY THE COMMISSION

Chairman Dean requested that the Commission reconsider the Proposed 2017 Legislative Agenda Item proposing an amendment to the Constitution of Alabama of 1901 to allow the members of the Montgomery County Commission to participate in the Employees' Retirement System. After discussion, the majority of the Commission agreed to place this item on the next agenda.

The Commission discussed two letters from Jefferson Davis High School requesting funding for the Community Based Instruction (CBI) Program and CBI Prom. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of $5,000 for the program.

The Commission discussed a previous request from the Alabama Kidney Foundation. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of $10,000 for the program.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims reminded the Commission that during the February 6, 2017 Commission Meeting, Artistic Director Kitty Seale and Director of Development Brenda Dennis with the Alabama Dance Theatre made a presentation regarding the Program. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of $15,000 for the program.

Administrator Mims presented an email from Vice President of Youth Development Sam T. Adams with Britton YMCA requesting funding for the YMCA Youth in County Government Day. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of $1,500 for this event.

Chairman Dean requested a Budget Change from Donated Revenue in the amount of $25,000 for the Kershaw YMCA. Vice Chairman Walker inquired about appropriations to YMCAs in other districts and requested a Budget Change in the amount of $10,000 for the East YMCA. After discussion, the Commission took no action on either budget change.

PRESENTATION BY PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry reviewed the calendar of upcoming events.

ADJOURNMENT

Commissioner Harris made a motion to adjourn the meeting of the Montgomery County Commission on February 21, 2017, at 10:38 a.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

AGENDA

FEB 21 2017

2-21-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-3-17

Check Number	To	Check Number
266921		266959
Total Checks Paid		$212,453.29

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

AGENDA

FEB 21 2017

2-21-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-3-17

Check Number	To	Check Number
266960		267028
Total Checks Paid		$496,258.17

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

AGENDA

FEB 21 2017

2-21-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-10-17

Check Number	To	Check Number
267029		267076
Total Checks Paid		$342,793.65

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

AGENDA

FEB 2 1 2017

2-21-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-10-17

Check Number	To	Check Number
267077		267183
Total Checks Paid		$397,936.81

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

AGENDA

FEB 21 2017

2-21-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2-13-17

Check Number	To	Check Number
267184		267184
Total Checks Paid		$58,458.00

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

2/21/17 Meeting

AGENDA

FEB 2 1 2017

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2/17/17

Payroll Check Number	127314	To	Payroll Check Number	127376	$ 47,567.02
Direct Deposits					$ 876,089.71
Payroll Check Number	127377	To	Payroll Check Number	127399	$ 310,424.90
Direct Deposits					$ 404,773.77
Federal Deposits					$ 353,219.19
Total Payroll Paid					$ 1,992,074.59

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

2/21/17 Meeting

AGENDA

FEB 21 2017

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 2/3/17

Payroll Check Number	127224	To	Payroll Check Number	127291	$ 48,519.83
Direct Deposits					$ 876,912.44
Payroll Check Number	127292	To	Payroll Check Number	127313	$ 264,018.58
Direct Deposits					$ 406,027.90
Federal Deposits					$ 333,716.49
Total Payroll Paid					$ 1,929,195.24

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

AGENDA

FEB 2 1 2017

RESOLUTION OF THE
MONTGOMERY COUNTY COMMISSION
AUTHORIZING PARTICIPATION BY MONTGOMERY COUNTY
IN REGION 5 UNDER THE ALABAMA STATE PLAN FOR IMPLEMENTATION OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 is now in effect across the United States including the state of Alabama;

WHEREAS, to date Montgomery County has been part of one sixty-five (65) county area (all Alabama counties except for Jefferson and Mobile) for the purpose of implementing federally funded workforce development programs;

WHEREAS, the State Workforce Development Board has adopted a structure which divides the State of Alabama into seven (7) regions which is designed to give local areas and counties more representation and input in identifying workforce needs and recommendations for solutions regarding workforce development;

WHEREAS, responsibility for implementation of the WIOA within the State of Alabama has now been given to the Alabama Department of Commerce who will assist and support the seven (7) regions and local boards in workforce development efforts;

WHEREAS, under the new structure Montgomery County will be part of a thirteen county region (Region 5) including Autauga, Bullock, Chambers, Coosa, Elmore, Dallas, Lee, Lowndes, Macon, Montgomery, Perry, Russell and Tallapoosa counties; and

WHEREAS, this Commission wishes to endorse, support and approve the structure as described above and enthusiastically participate in Region 5 as well as the local board which shall be constituted to govern Region 5:

NOW THEREFORE BE IT RESOLVED, that this Commission hereby approves the organizational structure as described above and the inclusion of Montgomery County in Region 5 as described above.

BE IT FURTHER RESOLVED, that Chairman Elton N. Dean, Sr., is hereby authorized to execute and deliver such documents and instruments which he may deem necessary, appropriate, desirable, or convenient to consummate the aforementioned structure and transition.

BE IT FURTHER RESOLVED that said Chairman Dean is further authorized to perform any other acts which he deems necessary, appropriate, desirable, or convenient to consummate the aforementioned resolution.

BE IT FURTHER RESOLVED, that any and all other actions previously taken by the aforementioned Chairman Dean which he determined to be necessary, appropriate, desirable or convenient to achieve the intent of this Board as expressed in this Resolution are hereby ratified.

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I hereby certify that the above
resolution was adopted by the
Montgomery County Commission,
on this, the 21st day of February, 2017.

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

ATTEST:

Donald L. Mims, Administrator

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Chief Local Elected Officials Agreement

Request for Initial Designation of Local Workforce Development Area: Central Alabama Works!

(Name)

The Chairpersons or Presidents of the Coosa, Tallapoosa, Chambers, Autauga, Perry, Elmore, Lee, Dallas, Lowndes, Montgomery, Bullock, Macon, and Russell County Commissions acting on their authority as the Chief Elected Officials, enter into this agreement in accordance with the Workforce Innovation and Opportunity Act (herein referred to as WIOA) § 107(c)(1)(B). The Coosa, Tallapoosa, Chambers, Autauga, Perry, Elmore, Lee, Dallas, Lowndes, Montgomery, Bullock, Macon, and Russell County Commission Chairpersons or Presidents are Chief Elected Officials, as defined in WIOA § 3(9), and enter into this agreement to organize and implement activities pursuant to WIOA and as proposed by the Governor of the State of Alabama for the purpose of administering WIOA in Coosa, Tallapoosa, Chambers, Autauga, Perry, Elmore, Lee, Dallas, Lowndes, Montgomery, Bullock, Macon, and Russell counties.

Part 1 – Designation of the Chief Elected Officials

1. For purposes of administering WIOA and for entering into and implementing agreements in accordance with the Act, the Chief Elected Officials shall be designated from the respective counties in the following manner: The Chairperson or President of the County Commission of each of the following counties: Coosa, Tallapoosa, Chambers, Autauga, Perry, Elmore, Lee, Dallas, Lowndes, Montgomery, Bullock, Macon, and Russell.

2. Non-concurrence between the Counties shall be resolved as expeditiously as possible. Representatives of the thirteen (13) Counties shall meet and confer with one another to resolve issues of non-concurrence. If concurrence cannot be reached within a reasonable amount of time, steps shall be taken towards resolution through the State.

Part 2 – Designation of Grant Recipient and Local Governmental Grant Subrecipient / Incorporated Fiscal Agent

1. The Chief Elected Officials recognize that the Governor has accepted responsibility for WIOA Funds and agree to the appointment of **Governor Robert Bentley and subsequent Governor elects** (Select One Chief Elected Official) as the Grant Recipient who bears the fiduciary responsibility for these funds with the Alabama Department of Commerce.

2. The Grant Recipient designates **the Alabama Department of Commerce** to be the local grant subrecipient/fiscal agent to assist the Grant Recipient with the administration of the grant funds.

3. The local grant subrecipient/fiscal agent shall disburse such funds for grant activities at the direction of the local board.

4. The Chief Elected Officials agree that the designated local governmental grant subrecipient/fiscal agent has reliable internal controls for financial management and disbursement of funds.

5. The name of the area is the "Central Alabama Works! Local Workforce Development Area."

6. This Agreement becomes effective upon the concurrent acceptance by the Counties and subsequent signature by the Chief Elected Officials of Coosa, Tallapoosa, Chambers, Autauga, Perry, Elmore, Lee, Dallas, Lowndes, Montgomery, Bullock, Macon, and Russell Counties. This Agreement (including any subsequent amendments) shall stay in effect until such time as: (1) all parties act to rescind the Agreement; or (2) federal or state authority ceases for the Central Alabama Works! Local Workforce Development Area to serve as the local implementation means for job-training programs. Should any of the parties wish to rescind this Agreement, formal action seeking a rescission must be taken at least six months prior to the conclusion of the program year. The effective date of the rescission would then be the close of that program year.

7. No unilateral alteration of this agreement shall be made. Modification to the agreement by any County must be mutually negotiated and all requests to modify the agreement must be presented in writing to the Chief Elected Officials.

Part 3 – Composition of and Designation of Local Workforce Development Board (LWDB)

1. The Chief Elected Officials, as set forth in Part 1.1 above, will establish and appoint a Workforce Development Board (WDB) to assist and carry out provisions of WIOA §§ 107(a) & (b).

2. Every effort will be made to balance the selection geographically throughout the Central Alabama Works! Local Workforce Development Area as well as balance the selection of large and small business, and other related factors to (as accurately as possible) reflect the landscape of the Central Alabama Works! Local Workforce Development Area.

Modification of membership may be completed at any time by the LWDB once established subject to the confirmation and concurrence of the Chief Elected Officials, as set forth in Part 1.1 above.

Part 4 – Designation of One Stop Services and other responsibilities

1. As required by Section 121(a) of WIOA, the Chief Elected Officials in cooperation with the Local Workforce Development Board, shall develop, administer, and approve the appropriate Memoranda of Understanding in establishing no less than one facility known as One Stop Career Center in the Central Alabama Works! Local Workforce Development Area.

2. The Chief Elected Officials shall also:

   - Review and approve the 4-year local plan developed by the local board, as required by WIOA § 108(a);
   - Review and approve actions taken by the board to designate One Stop Career Center Operators as required by WIOA § 121(d)(1);
   - Review and approve monitoring activities by the board as required by WIOA § 121(a)(3);
   - Review and approve the budget of the local board, as required by WIOA § 107(d)(12)(A); and
   - Negotiate and reach agreement on local performance accountability measures with the local board and the Governor as required under WIOA § 107(d)(9).

Part – 5 Financial Liability

In accordance with Section 116, the Workforce Innovation and Opportunity Act (WIOA), CLEOs are responsible on behalf of the counties for WIOA and other directly administered funds expended under the Workforce Innovation and Opportunity Act. However, for the Central Alabama Works! Local Workforce Development Area the Governor for the State of Alabama has accepted that responsibility.

In the event that any expenditure of funds under WIOA is disallowed by the State of Alabama or the United States Department of Labor, the following process will be used.

A. The LWDB shall attempt to recover the disallowed expenditure from funds available to subgrantees or vendors causing the disallowance.

B. The LWDB shall cover the disallowed expenditure from any funds it may have or be able to obtain, which are eligible to be used for the purpose.

C. If the disallowed expenditure of funds cannot be recovered under A or B above, but are eligible for recoupment in one or more future years, at the absolute discretion of the CLEOs such disallowed expenditure of funds shall be recouped in one or more future years.

D. If the disallowed expenditure of funds cannot be recovered under A, B, or C above, then liability for repayment of those funds shall be the responsibility of the State of Alabama for the Central Alabama Works! Local Workforce Development Area.

Signatures:

Signature – Coosa County **Date**

Printed Name and Title

Signature – Tallapoosa County **Date**

Printed Name and Title

Signature – Chambers County **Date**

Printed Name and Title

Signature – Autauga County **Date**

Printed Name and Title

Signature – Perry County **Date**

Printed Name and Title

Signature – Elmore County **Date**

Printed Name and Title

Signature – Lee County **Date**

Printed Name and Title

Signature – Dallas County **Date**

Printed Name and Title

Signature – Lowndes County **Date**

Printed Name and Title

Signature – Montgomery County **Date**

Printed Name and Title

Signature – Bullock County **Date**

Printed Name and Title

Signature – Macon County **Date**

Printed Name and Title

Signature – Russell County **Date**

Printed Name and Title

Signature – Governor, State of Alabama **Date**

Robert Bentley, Governor
Printed Name and Title

Note:

This agreement shall remain in full force and effect without regard to a change in office of any official who signed this agreement on behalf of a county which is a party to the agreement. Further, a change in office by an official of any such county, due to a rotating assignment such as the President or Chairperson of any particular County Commission or other circumstances, does not require execution of a successor agreement or other administrative action in order to keep this agreement in full force and effect.

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Workforce Innovation and Opportunity Act
Local Area Designation Policy

Purpose: To provide Local Elected Officials with the State's procedures for the submission of local area designation requests to the Alabama Department of Commerce, Workforce Development Division (WDD) acting on the behalf of the Governor.

Reference: The Workforce Innovation and Opportunity Act, Chapter 2-Local Provisions, Section 106, Local Workforce Development Areas.

Effective Date: This policy is in effect for Program Year 2015 implementation of the Workforce Innovation and Opportunity Act and subsequent redesignation.

Background: The Workforce Innovation and Opportunity Act requires the Governor to designate local workforce investment areas within the state through consultation with the State Board and after consultation with the chief elected officials and comments received through the public comment process as described in Section 102(b)(2)(E)(ii)(II). In making the designation of local areas, the Governor must give considerations, except for those local areas described in Section 106(b)(2), Initial Designation and 106(b)(3), Subsequent Designation, consisting of the extent to which the areas:

- are consistent with labor market areas in the State (Section 106(b)(1)(B)(i));
- are consistent with regional economic development areas in the State (Section 106(b)(1)(B)(ii)); and
- have available the Federal and non-Federal resources necessary to effectively administer activities under subtitle B and other applicable provisions of this Act, including whether the areas have the appropriate education and training providers such as institutions of higher education and area career and technical education schools (Section 106(b)(1)(B)(iii)).

Section 106 of the Act provides for three types of designation: (1) initial designation, (2) subsequent designation, and (3) designation on Recommendation of the State Board. The Governor shall approve requests for initial and subsequent designation submitted by chief elected officials, provided the area under consideration meets the applicable eligibility criteria. Under the third designation type, the Governor may choose to approve such requests from chief elected officials on Recommendation from the State Board.

1. **Initial Designation (Section 106(b)(2)):** During the first two (2) full program years following the date of enactment of this Act, the Governor shall approve a request for initial designation as a local area from any area that was designated as a local area for purposes of the Workforce Investment Act of 1998 for the two-year period preceding the date of enactment of this Act, performed successfully, and sustained fiscal integrity.

   A. "The term "**performed successfully**," as defined in Training and Employment Guidance Letter (TEGL) Number 27-14, dated April 15, 2105 means "that the local area met or exceeded the levels of performance the Governor negotiated with the Local Board and chief elected official, and the local area has not failed any individual measure for the last two (2) consecutive program years before the enactment of WIOA. The terms "met or exceeded" and "failure" must be defined by the Governor in the State's policy consistent with how those terms were defined at the time the performance levels were negotiated. When designating local areas, the Governor may not retroactively apply any higher WIOA threshold to performance negotiated and achieved under WIA." (This means the same measure for two years in a row, not any measure in the two-year period.)

   - **Exceeds** – When the actual performance achieved against an individual performance measure is in excess of 100 percent of the negotiated level of performance for the measure (per TEGL 25-13).
   - **Met** – When the actual performance achieved against an individual performance measure falls in the range of 80 to 100 percent of the negotiated level of performance for the measure (per TEGL 25-13).
   - **Fails** – When the actual performance achieved against an individual performance measure is less than 80 percent of the negotiated level of performance (per TEGL 25-13).

   B. "The term "**sustained fiscal integrity**", per Section 106(e)(2) as used with respect to a local area, means that the Secretary has not made a formal determination, during either of the last two (2) consecutive years preceding the determination regarding such integrity, that either the grant recipient or the administrative entity of the area misexpended funds provided under subtitle B (or, if applicable, Title I of the Workforce Investment Act of 1998 as in effect prior to the effective date of such subtitle B) due to willful disregard of the requirements of the provision involved, gross negligence, or failure to comply with accepted standards of administration."

2. **Subsequent Designation (Section 106(b)(3))**: After the period for which a local area is initially designated per Section 106(b)(2), the Governor shall approve a request for subsequent designation as a local area from such local area, if such area – performed successfully (Section 106(b)(3)(A)); sustained fiscal integrity (Section 106(b)(3)(B)); and in the case of a local area in a planning region, met the requirements described at Section 106(c)(1).

3. **Duration and Subsequent Designation**: An initial designation shall be for a period of not more than two full program years, after which the designation shall be extended, if requested and if the Governor determines that, during the designation period, the area:

   A. performed successfully;
   B. sustained fiscal integrity; and
   C. in the case of a local area in a planning region, met the requirements in Section 106 (c)(1) of the Act.

4. **Designation on Recommendation of State Board and Approval of Governor:** Designation under this category is at the Governor's discretion. The Governor **may** approve (per Section 106 (b)(4)) a request for a local area designation from any unit of general local government or combination of such units if the State Board recommends to the Governor, taking into account the general considerations previously outlined under the "Background" of this policy, that such area should be so designated from applications submitted through the process described below:

Information on Applying Under the State Board Recommendation and Approval of the Governor (Item Number 4 Above)

Any unit of local government or a combination of such units requesting designation under this category per Section 106(b)(4) <u>must at a minimum address the following</u> as related to the proposed local workforce development area:

1. Name, title, and original signature of Chief Local Elected Official(s) representing the unit(s) of local government filing the petition for WIOA local workforce development area designation with the State Board.

   Response: See the CLEO Agreement.

2. Specific indication of the geographic area (Alabama counties) to be served by the proposed local workforce development area.

   Response: Coosa, Tallapoosa, Chambers, Autauga, Perry, Elmore, Lee, Dallas, Lowndes, Montgomery, Bullock, Macon, and Russell Counties.

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3. Identification of existing education and training providers, such as institutions of higher education and area career and technical education schools within the proposed local workforce development area. Additionally, indicate, for each identified local education agency, the counties primarily served by such agencies.

Response:

4. Indication that the proposed local workforce development area is consistent "...with labor market areas..." means the proposed local workforce development area will not "break-up" an existing labor market area.

Response:

5. Provide assurance that the existing and prospective career employment opportunities and educational/technical educational resources within the proposed local workforce development area will be enhanced.
Response:

6. Indication that public/private transportation resources and transportation arteries within the proposed local workforce development area are sufficient to accommodate the commuting requirements of individuals seeking to obtain educational/technical educational services assistance under the Workforce Innovation and Opportunity Act.

Response:

7. Indication of education leaders, business leaders, and local government officials prepared to actively participate in the conduct of local workforce development board administrative activities related to planning, execution, and management of activities within the proposed local workforce development area.

Response:

8. Indication of the administrative capacity of the proposed local workforce development area to adequately safeguard funds, which it may be awarded, and to conduct workforce development activities, pending the finalization of such designation.

Response:

9. Indication of the available Federal and non-Federal resources necessary to effectively administer activities under Subtitle B and other applicable provisions of the Act. Resources beyond the ten (10) percent allowed for administrative expenditures allotted to local areas.

Response:

10. Indication that the proposed local workforce development area is "consistent with the regional economic development areas in the state."

Response:

11. The local area plans to adhere to the restriction on the local board not directly providing training services, or being certified as a One-Stop Operator. If plans include requesting a waiver or the necessary approvals to perform these functions, an outline is needed for the basis of making either request.

Response:

12. Any endorsements or opposing statements to this application from WIOA required partners or other interested parties.

Response:

13. Other information the applicant would like the State Board to consider.

Response:

Duration

Duration is at the recommendation of the State Board and the discretion of the Governor. Initial designation under this category shall be for a period of not more than two years, which is consistent with other types of designation.

Assessment of the Application

Once a completed application is received, the State Board, in collaboration with the appropriate staff from the Workforce Development Division (WDD), will verify the information provided in the application. The State Board will use the results of this assessment to determine whether to recommend approval or denial of the application.

The Local Chief Elected Official will be notified in writing regarding the approval or denial of its initial designation application. If denied, the Local Chief Elected Official may contest the decision using the appeal process below.

State Appeals Process

WIOA Section 106(b)(5) states that a unit of general local government (including a combination of such units) or grant recipient that requests but is not granted designation as a local area under WIOA Section 106(b)(2) (initial designation) or Section 106(b)(3) (subsequent designation) may submit an appeal to the State Board under an appeal process established in the State Plan. If the appeal does not result in such a designation, the appeal may be submitted to the Secretary of Labor. A decision by the State Board and Governor to deny a request from a unit of general local government or a combination of such units, that does not meet the criteria for initial designation, under Section 106(b)(2), or for subsequent designation, under Section 106(b)(3), e.g. a request to be designated per "Designation on Recommendation of State Board and Approval of Governor" per Section 106(b)(4), is not appealable.

- Within ten working days of providing notice of their intent to file an appeal, the appellant must submit their rebuttal package stating the grounds for the appeal and state the reasons why the appellant should be initially designated via certified mail to the Alabama Department of Commerce, Workforce Development Division, State Workforce Development Board, Post Office Box 304103, Montgomery, Alabama 36130-4103. This rebuttal package should address all issues raised or questions asked by the State Board in rendering their decision and indicate if a formal hearing is requested. The appellant may be asked to provide additional information/documentation.

- The WDD staff will work in conjunction with the State Board to expedite review of a designation appeal and to schedule a formal hearing, if requested, before the State Board. Efforts will be made by WDD staff to enable Board members to review the appeal informally, i.e., via e-mail or mail outs, or, if the situation warrants, the Board may be convened by the Governor in advance of a scheduled meeting date in order that the appeal might be heard.

- The goal is for any appeal to be resolved within 30 days of the filing of such appeal with the Board, through the WDD (Alabama Department of Commerce).

- If the appeal to the State Board does not result in designation, the appellant, if appealing an initial designation under WIOA Section 106(b)(2) or subsequent designation under Section 106(b)(3), may request review by the Secretary of Labor. An appeal to the Secretary must be submitted by the appellant or grant recipient no later than 30 days after receipt of written notification from the State Board that the appeal has been denied. Appeals must be submitted by certified mail, return receipt requested, to the Secretary, U.S. Department of Labor, Washington, DC 20210, Attention: Assistant Secretary, Employment and Training Administration. A copy of the appeal must be simultaneously provided to the State Board.

- If the Secretary determines that the appellant was not accorded procedural rights under the appeal process established under the above section, or that the area meets the requirements for initial or subsequent designation in WIOA Section 106(b)(2) or 106(b)(3), the Secretary may require that the area be designated as a workforce development area. The Secretary must issue a written decision to the Governor.

Regional Planning and Cooperation

Pursuant to Section 106(a) Regions – Before the second full program year after the date of enactment of the Act (July 22, 2014), in order for a State to receive an allotment under Section 127(b) or 132(b) and as part of the process for developing the State Plan, a State shall identify regions in the State after consultation with the local boards and chief elected officials in the local areas and consistent with the considerations described in Section 106(b)(1)(B).

Additionally, the State may require information sharing among local areas to improve their performance in the designated regions on local performance measures and to coordinate programs and activities under WIOA Title I. The State may also require regional coordination in service delivery.

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

ESTABLISHED 1816

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
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AGENDA

FEB 21 2017

January 31, 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer George C. Speake 1/31/2017

SUBJECT: Alabama Transportation Rehabilitation and Improvement Program (ATRIP-2)

Please place the attached resolution on the agenda for the next regular meeting of the Montgomery County Commission for their adoption and approval. The Association of County Commissions of Alabama (ACCA) has requested that counties adopt a formal resolution in support of the ATRIP-2 Bond Issue proposal which would generate $1.2 billion for 67 counties to be spent on road and bridge improvements. Montgomery County would receive $38.8 million of these funds which could be used to resurface about 220 miles of roads in Montgomery County. For more specific information about this program, I have included a "Discussion Proposal" that was provided to us by ACCA.

GCS/gcs

Attachment

cc: File

RESOLUTION IN SUPPORT OF ATRIP-2 BOND ISSUE

WHEREAS, Governor Robert Bentley unveiled the Alabama Transportation Rehabilitation and Improvement Program ("ATRIP") in 2012 as a bold infrastructure initiative to improve Alabama's rapidly deteriorating road and bridge infrastructure, and to generate a positive economic impact and safety improvements for the entire state, and;

WHEREAS, the final deadline for all ATRIP projects is quickly approaching, and county commissioners and engineers from all corners of the state fear the momentum generated from the hundreds of road projects completed under the program will come to a rapid halt, and;

WHEREAS, the Association of County Commissions of Alabama recently proposed a statewide three-cent bond issue at its 2017 Legislative Conference, whose revenue would be dedicated to improving Alabama's declining road and bridge infrastructure, and the aforementioned proposal received the unanimous support of all 53 counties in attendance at the conference, and;

WHEREAS, a three-cent bond issue would generate over $1.2 billion for Alabama's 67 counties to be exclusively spent on road and bridge improvements, and would fund over 12,300 miles of road resurfacing projects and 450 new bridge structures across Alabama for a statewide economic impact of over $6 billion, and;

WHEREAS, under the terms of the bond issue, the Montgomery County Commission would receive $38.8 million for road and bridge improvements that would fund approximately 486 miles of resurfaced roads within the county, and;

WHEREAS, it is estimated that a three-cent bond issue would cost the average Montgomery County driver less than $2.00 per month, but would produce a county economic impact of over $194 million in the form of new jobs, safety improvements, lower vehicle maintenance costs, and other economic development opportunities, and;

WHEREAS, the primary function of the Montgomery County Commission is to provide for the safety, economic growth, and highest possible quality of life for the citizens of this county, and the members of the Montgomery County Commission believe this proposal would have a monumental impact for the residents of the county, and;

NOW, THEREFORE, BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby voice its public support for the three-cent ATRIP-2 bond issue proposed by the Association of County Commissions of Alabama as priority legislation for the 2017 regular legislative session.

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

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name on this the _____ day of ________________, 2017.

______________________	______________________
Elton N. Dean, Sr., Chairman	Ronda M. Walker, Vice Chairman
______________________	______________________
Daniel Harris, Jr.	Isaiah Sankey
______________________	
Doug Singleton	

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Discussion Proposal

Increase the statewide gasoline and diesel fuel tax by 3-cents per gallon effective July 1, 2017 and levy an increase in tag fees for those vehicles that utilize alternative fuels. The legislation would utilize the resulting gas and diesel fuel revenue for the debt service for the ATRIP-2 Bond Issue. Tag fee revenue would be divided among ALDOT, counties and cities.

ATRIP-2 Bond Issue -- $1.2 Billion *(approximately $100 million in annual debt service)*

--Total of $1.2 billion in bonds would likely be in two issuances to take advantage of savings and shorten the repayment schedule.

--Bonds will be issued by a "cooperative district" composed of each of the 67 county commissions. The proceeds of the 3-cent increase in gasoline and diesel fuel taxes will be pledged to repay the bonds.

--Bond proceeds would be divided among the counties using the gasoline tax formula.

--Twenty (20) percent of the revenue allocated to each county would be spent within municipalities within the particular county.

--County projects would be let at the county level using the Low-Volume Road Standards for those roads with less than 2,500 vehicles per day and using ALDOT standards for roads with higher traffic counts.

--Municipalities would either let contacts themselves, utilizing the ALDOT standards, or would combine projects with the county commission and let the contracts through the county's process.

--A portion of the bond proceeds, not to exceed 20 percent of any local government's allocation, could be utilized for matching federal funds, should such funding be available.

--The revenue to fund the bond service would sunset on June 30 following the repayment of the bonds. An extra allocation will be made, following the repayment of bond proceeds, to ensure that all counties receive a minimum of $10 million.

--Following this extra allocation, any remaining revenue will be distributed using the same formula for bond proceeds.

--The restrictions on the use of the revenue, development of annual plans and transparency from SB 180 are included in this bond issue.

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County	Population Allocation	Equal Allocation	*Base Revenue from Bond Issue*	Allocation after bond payoff	**Total Revenue**
Autauga County	$7,539,257.10	$8,059,701.49	*$15,598,958.60*		**$15,598,958.60**
Baldwin County	$27,235,098.45	$8,059,701.49	*$35,294,799.94*		**$35,294,799.94**
Barbour County	$3,659,319.54	$8,059,701.49	*$11,719,021.03*		**$11,719,021.03**
Bibb County	$3,063,065.63	$8,059,701.49	*$11,122,767.12*		**$11,122,767.12**
Blount County	$7,855,553.40	$8,059,701.49	*$15,915,254.90*		**$15,915,254.90**
Bullock County	$1,464,979.93	$8,059,701.49	*$9,524,681.43*	$475,318.57	**$10,000,000.00**
Butler County	$2,762,284.72	$8,059,701.49	*$10,821,986.21*		**$10,821,986.21**
Calhoun County	$15,776,162.59	$8,059,701.49	*$23,835,864.08*		**$23,835,864.08**
Chambers County	$4,637,742.13	$8,059,701.49	*$12,697,443.62*		**$12,697,443.62**
Cherokee County	$3,543,634.57	$8,059,701.49	*$11,603,336.07*		**$11,603,336.07**
Chilton County	$5,979,007.20	$8,059,701.49	*$14,038,708.69*		**$14,038,708.69**
Choctaw County	$1,813,259.72	$8,059,701.49	*$9,872,961.22*	$127,038.78	**$10,000,000.00**
Clarke County	$3,395,013.42	$8,059,701.49	*$11,454,714.91*		**$11,454,714.91**
Clay County	$1,844,426.61	$8,059,701.49	*$9,904,128.11*	$95,871.89	**$10,000,000.00**
Cleburne County	$2,052,387.35	$8,059,701.49	*$10,112,088.84*		**$10,112,088.84**
Coffee County	$6,928,712.70	$8,059,701.49	*$14,988,414.19*		**$14,988,414.19**
Colbert County	$7,423,299.94	$8,059,701.49	*$15,483,001.43*		**$15,483,001.43**
Conecuh County	$1,724,386.45	$8,059,701.49	*$9,784,087.94*	$215,912.06	**$10,000,000.00**
Coosa County	$1,481,584.13	$8,059,701.49	*$9,541,285.62*	$458,714.38	**$10,000,000.00**
Covington County	$5,160,093.76	$8,059,701.49	*$13,219,795.25*		**$13,219,795.25**
Crenshaw County	$1,902,269.10	$8,059,701.49	*$9,961,970.59*	$38,029.41	**$10,000,000.00**
Cullman County	$11,063,429.38	$8,059,701.49	*$19,123,130.88*		**$19,123,130.88**
Dale County	$6,734,770.26	$8,059,701.49	*$14,794,471.75*		**$14,794,471.75**
Dallas County	$5,676,865.30	$8,059,701.49	*$13,736,566.79*		**$13,736,566.79**
DeKalb County	$9,671,943.43	$8,059,701.49	*$17,731,644.92*		**$17,731,644.92**
Elmore County	$11,020,966.20	$8,059,701.49	*$19,080,667.69*		**$19,080,667.69**
Escambia County	$5,135,459.67	$8,059,701.49	*$13,195,161.16*		**$13,195,161.16**
Etowah County	$14,090,564.62	$8,059,701.49	*$22,150,266.12*		**$22,150,266.12**
Fayette County	$2,296,550.67	$8,059,701.49	*$10,356,252.16*		**$10,356,252.16**
Franklin County	$4,300,894.73	$8,059,701.49	*$12,360,596.23*		**$12,360,596.23**
Geneva County	$3,635,502.04	$8,059,701.49	*$11,695,203.54*		**$11,695,203.54**
Greene County	$1,164,062.93	$8,059,701.49	*$9,223,764.42*	$776,235.58	**$10,000,000.00**
Hale County	$2,066,541.74	$8,059,701.49	*$10,126,243.24*		**$10,126,243.24**
Henry County	$2,339,558.26	$8,059,701.49	*$10,399,259.75*		**$10,399,259.75**
Houston County	$14,180,662.79	$8,059,701.49	*$22,240,364.29*		**$22,240,364.29**
Jackson County	$7,167,704.22	$8,059,701.49	*$15,227,405.72*		**$15,227,405.72**
Jefferson County	$89,933,898.73	$8,059,701.49	*$97,993,600.22*		**$97,993,600.22**
Lamar County	$1,917,103.99	$8,059,701.49	*$9,976,805.48*	$23,194.52	**$10,000,000.00**
Lauderdale County	$12,670,361.57	$8,059,701.49	*$20,730,063.07*		**$20,730,063.07**

1	8	9	10		
County	Population Allocation	Equal Allocation	*Base Revenue from Bond Issue*	Allocation after bond payoff	**Total Revenue**
Lawrence County	$4,556,218.25	$8,059,701.49	*$12,615,919.74*		**$12,615,919.74**
Lee County	$20,994,098.83	$8,059,701.49	*$29,053,800.32*		**$29,053,800.32**
Limestone County	$12,356,106.77	$8,059,701.49	*$20,415,808.27*		**$20,415,808.27**
Lowndes County	$1,439,937.54	$8,059,701.49	*$9,499,639.04*	$500,360.96	**$10,000,000.00**
Macon County	$2,643,741.66	$8,059,701.49	*$10,703,443.15*		**$10,703,443.15**
Madison County	$47,675,678.75	$8,059,701.49	*$55,735,380.24*		**$55,735,380.24**
Marengo County	$2,736,970.13	$8,059,701.49	*$10,796,671.62*		**$10,796,671.62**
Marion County	$4,119,881.79	$8,059,701.49	*$12,179,583.28*		**$12,179,583.28**
Marshall County	$12,879,955.51	$8,059,701.49	*$20,939,657.00*		**$20,939,657.00**
Mobile County	$56,498,222.35	$8,059,701.49	*$64,557,923.84*		**$64,557,923.84**
Monroe County	$2,986,985.75	$8,059,701.49	*$11,046,687.24*		**$11,046,687.24**
Montgomery County	$30,784,313.12	$8,059,701.49	*$38,844,014.61*		**$38,844,014.61**
Morgan County	$16,278,507.53	$8,059,701.49	*$24,338,209.02*		**$24,338,209.02**
Perry County	$1,337,318.18	$8,059,701.49	*$9,397,019.67*	$602,980.33	**$10,000,000.00**
Pickens County	$2,771,675.62	$8,059,701.49	*$10,831,377.11*		**$10,831,377.11**
Pike County	$4,544,241.46	$8,059,701.49	*$12,603,942.95*		**$12,603,942.95**
Randolph County	$3,067,556.93	$8,059,701.49	*$11,127,258.42*		**$11,127,258.42**
Russell County	$8,112,646.22	$8,059,701.49	*$16,172,347.71*		**$16,172,347.71**
St. Clair County	$11,799,457.95	$8,059,701.49	*$19,859,159.44*		**$19,859,159.44**
Shelby County	$28,125,736.56	$8,059,701.49	*$36,185,438.06*		**$36,185,438.06**
Sumter County	$1,791,892.03	$8,059,701.49	*$9,851,593.52*	$148,406.48	**$10,000,000.00**
Talladega County	$11,067,920.68	$8,059,701.49	*$19,127,622.18*		**$19,127,622.18**
Tallapoosa County	$5,602,554.72	$8,059,701.49	*$13,662,256.21*		**$13,662,256.21**
Tuscaloosa County	$27,521,044.46	$8,059,701.49	*$35,580,745.95*		**$35,580,745.95**
Walker County	$8,910,600.27	$8,059,701.49	*$16,970,301.76*		**$16,970,301.76**
Washington County	$2,291,106.67	$8,059,701.49	*$10,350,808.16*		**$10,350,808.16**
Wilcox County	$1,510,437.32	$8,059,701.49	*$9,570,138.81*	$429,861.19	**$10,000,000.00**
Winston County	$3,286,813.96	$8,059,701.49	*$11,346,515.45*		**$11,346,515.45**
Totals	$660,000,000.00	$540,000,000.00	*$1,200,000,000.00*		**$1,203,891,924.15**

2-S

MONTGOMERY COUNTY REPORT

What a Difference 3 Pennies Make

Inflation has presented a massive challenge for the maintenance and improvement of Alabama's county road and bridge systems. Today's construction costs are 150% higher than they were 20 years ago.

$4,480 To Replace One Linear Foot of Bridge

$80,000 To Resurface One Road Mile

A modest gas tax increase of just three-cents per gallon - less than $1.50 per month from each Alabama driver - would have a monumental impact on Montgomery County's transportation infrastructure.

Consider this...

A gas tax increase of three-cents per gallon would yield Montgomery County an additional...

$38,844,014.61 *for local road and bridge improvements.*

*Montgomery County leaders anticipate 100% utilization of these funds towards roads.

$38.84 million in new revenue would be used to maintain, improve and resurface **ROADS**

486 Additional Miles of Resurfaced Roads

The infrastructure improvements generated from a modest gas tax increase would greatly improve the quality of life for Montgomery County's 226,519 citizens. Over a 10 year period, it is estimated that local residents would see over

$194 million in benefits

as a result of this new investment in the form of decreased traffic delays, new jobs, and more local economic growth.

*FOR MORE INFORMATION CONTACT: Montgomery County Engineer, George C. Speake at 334-832-1310

ACCA drive ALABAMA

2-6

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

AGENDA
FEB 21 2017

February 16, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Board Member Reappointment to Pike Road Volunteer Fire Protection Authority

The Montgomery County Commission, at its meeting on February 6, 2017, agreed to place on the next agenda the reappointment of David Livingston, with a term expiring March 1, 2023, as a board member of the Pike Road Volunteer Fire Protection Authority.

I am requesting approval of this appointment.

/tn

Attachments

- A COUNTY OLDER THAN THE STATE -
P.O. BOX 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

3-1

PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY

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

January 27, 2017

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

RE: REAPPOINTMENT OF MR. DAVID LIVINGSTON

Dear Mr. Mims,

In December of 2016, the Montgomery County Commission appointed Mr. David Livingston to the Pike Road Volunteer Fire Protection Authority (PRVFPA) Board of Directors. He was unanimously recommended by the existing Board of Directors at the time to fill the position left vacant by Mr. Jack Jackson. As has been stated previously, Mr. Livingston is a resident of the fire district and has been a distinguished member of the PRVFPA for 30 years. Mr. Livingston was appointed to the Board by the Commission in November of 2016 and was elected to the Treasurer's position during our January 2017 meeting.

Also during the January meeting, since Mr. Livingston was appointed to fill the remainder of Mr. Jackson's term, which ends in March, the Board of Directors voted unanimously to recommend to the Commission that Mr. Livingston be reappointed for a full term.

Therefore, please accept this letter as both recommendation and endorsement of Mr. David Livingston for appointment to a full term on the PRVFPA Board of Directors beginning in March of 2017. If you have any questions or need any further information, please do not hesitate to contact Chief Missildine or myself.

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

Sincerely,

Angie Bradsher, Chairman

Cc: Doug Singleton, Commissioner
File

Updated 12/2016

Pike Road Volunteer
Fire Protection Authority

Members:	**Term Expires:**
David Livingston 13715 Old Pike Road Mathews, AL 36052 Cell: 334-657-2013 Office: 334 281-6303 Jlivings41960@hotmail.com	3/1/2017
Jimmy Grubbs 10608 Old Pike Road Mathews, AL. 36052 334-288-6051 home 334-315-7007 cell	3/1/2019
Colonel James "Jim" R. Miller 3255 Mathews Road Mathews, AL 36052 Home: 288-1694 Cell: 538-9483 meandhd@bellsouth.net	3/1/2021
Charles Williamson "Will" Barfoot **HOME:** 4280 Wallahatchie Road Pike Road, AL. 36064 (Home) 334-271-0713 (Cell) 334-315-3426 **WORK:** 608 South Hull Street Montgomery, AL. 36104 (Work) 334-834-3444 cwb@barfootschoettker.com	3/1/2020
Angie Bradsher 51 Waters View Drive Pike Road, Alabama 36064 Cell: (334) 318-6274 angiebradsher@yahoo.com	3/1/2020

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

Term: 6 years

3.3

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

AGENDA

FEB 21 2017

February 16, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Alabama Recycling Fund Grant Application to the Alabama Department of Environmental Management (ADEM) regarding the Solid Waste Recycling Program

The Montgomery County Commission, during its meeting on February 6, 2017, agreed to place on the next agenda an Alabama Recycling Fund Grant Application to the Alabama Department of Environmental Management (ADEM) regarding the Solid Waste Recycling Program.

I am requesting that the Commission approve this Grant Application.

/tn

Attachment

- A COUNTY OLDER THAN THE STATE -
P.O. BOX 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

4-1

ADEM
Alabama Department of Environmental Management

Alabama Recycling Fund Grant Application

Applicant Information

Lead Applicant Name/Entity		Regional Planning Commission
City of Montgomery, Alabama		Central Alabama Regional Planning
Physical Address	**City**	**County**
101 South Lawrence St	Montgomery	Montgomery

Contact Information

Contact Person		Email Address
Donnie Mims		
Governmental Body or Agency Name		**Federal Employer ID Number (FEIN)**
Montgomery County, AL		63-6001653
Mailing Address	**City, State**	**Zip Code**
P.O. Box 1667	Montgomery, AL	36102-1667
Telephone Number	**Fax Number**	
334.832.1210		

Project Costs

Total Estimated Cost of Project	Grant Amount Requested
$3,500,000.00	$ 350,000.00

General Project Information

Estimated quantity of material to be recycled or reused	27,000 tons
Estimate of how much of this amount will be from out-of-state	none
What types of materials will be recycled?	Paper, cardboard, plastics, tin, steel cans, aluminum
When will the proposed project be fully implemented?	By end of 2017
How many households are in the area covered by this project?	81,000
When was your local Solid Waste Management Plan (SWMP) approved?	Oct 2015
Is the proposed project consistent with the approved SWMP?	yes
What existing recycling efforts exist in your solid waste jurisdiction?	Some private companies
What is the estimated participation rate in recycling in the area?	Voluntary, participation not known
What types of materials are currently recycled in your area?	Paper, plastics, aluminum
Does the proposal include public education/outreach activities?	yes
Does the project require advance funds?	no
Does the project area have solid waste collection service?	yes
If so, how many households are served?	70,000
Is this application a regional project with more than one applicant?	yes
If so, who is/are the other jurisdiction(s)?	City of Montgomery, AL

4.2

Project Description *(Include project costs, revenues, list of and markets for anticipated recycled materials, any public education and outreach efforts, and any interaction with existing solid waste management and/or recycling infrastructure. If needed, please include additional pages or attachments.)*

Please see attached

List of Attachments *(May include proposed contracts, requests for proposal, agreements, local SWMP revisions, recycling business plans, equipment drawings, outreach materials, or other documents related to the proposed recycling/ waste minimizations project or program)*

Is the applicant(s) a member of the Alabama Recycling Coalition?	
Is the applicant(s) a member of the Southeast Recycling Development Council?	

Signature/Certification

This application is made for the activities described herein. I certify that I am familiar with the information contained in the application, have authority to enter into agreements on behalf of the applicant(s), and, do hereby certify to the best of my knowledge and belief, this information is true, complete, and accurate.

	Chairman, Montgomery County Commission	
Responsible Official Signature	Title	Date Signed
Elton N. Dean, Sr.	City of Montgomery	
Responsible Official Name (Printed/Typed)	Lead Applicant Name/Entity	

Submit three copies of this application, with original signatures, and all attachments to:

Recycling Unit – Solid Waste Branch
Land Division
Alabama Department of Environmental Management
P O Box 301463
Montgomery, AL 36130-1463

4-4

Project Description:

The City and County Of Montgomery, Alabama each request the award of an Alabama Recycling Grant for $350,000.00 for a total of $700,000.00 to be used for the purchase of single stream recycling dedicated RFID equipped carts. The Recycling Partnership is providing $50,000.00 for public education as part of the project.

The City and County of Montgomery, Alabama, partnering with Pratt Industries, plans to use the former IREP dirty MRF facility as single stream, cart-based collection center for harvesting recyclable materials.

The dirty MRF was unable to produce the volume of acceptable recycling material necessary to sustain operations. It closed and left the new facility vacant. Since its closure, the Montgomery City and County have not been able to offer their citizens opportunities for recycling. Moving to household carts designated for recycling only in addition to the customers cart for solid waste disposal will greatly increase the amount of recyclables harvested and decrease the amount of material put in landfill. The pickup of household recyclables will be handled by the existing Montgomery City Sanitation Department.

The costs associated with this project are primarily the cost of purchasing the carts designated for recycling materials. These will be of the same size in order to utilize existing trucks owned by the City Sanitation department. They will be of a different color and marked as 'Recycling Only', plus have a permanent label on the inside of lid showing materials suitable for placing in the container and equipped with an RFID chip to monitor use by the homeowner for documenting success of the program. The total expense of these carts is $3,500,000. This is based on the current number of occupied households. Since these will be compatible with the current truck stock used by the City and County waste management contractors, no funds are anticipated to be required for new vehicles.

The revenues associated with this project is based on IREP figures for selling materials and estimates of volumes anticipated by the more effective single stream process. Based on the national average that 34% of household solid waste materials is recyclable (although much more actually is, people on average recycle about 34% of refuse); and that currently the City Sanitation harvests75,000- 80,000 T; with 100% of our households recycling could produce 27,200 T recyclables.

Materials to be recycled are: corrugated cardboard, mixed papers plastics (PET, HDPE natural, HDPE colored, Mixed plastic, Polypropylene, mixed rigids and film), tin and steel cans, aluminum. Revenue reported on IREP's August 2015 records documented a total of 44,390 tons (collected since May 16 start-up. Subtracting the 19,380 of organics leaves 25,010 T; adjusting for the 27,200 T anticipated for the first year of single stream operation, a revenue of $3,193,743 is projected for first year of operation. Currently there are no contracts in place with any purchasers of recycling material and these commodity prices fluctuate. These figures are based on commodity prices from August 2015 (IREP spreadsheet attached).

Public education can make a huge difference to amount of recyclables harvested. Literature from the Recycling Partnership (2016 publication) illustrates the most effective programs use the single-stream, dedicated recycling cart, home pick-up automatically collected, and combined with engaged local governments and informed, educated citizens. This combination produced over 95% participation in a study of over 400 U.S. cities. (Article attached) The City of Montgomery has long included a Clean City

Department and has staffed that department with dedicated folks enthusiastic about recycling. This includes clean-ups and a public education campaign. In addition, the Recycling Partnership is giving the Montgomery Team a $50,000 grant for public education. Request that both the City and the County of Montgomery, Alabama be awarded $350,000.00 each for a total of $700,000.00 to be used for the purchase of RFID equipped recycling carts.

MONTGOMERY COUNTY

SOLID WASTE MANAGEMENT PLAN

Prepared For:
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102

Prepared By:

GOODWYN | MILLS | CAWOOD

2660 EastChase Lane
Suite 200
Montgomery, Al 36117
(334) 271-3200

October 8, 2015

4-7

Table of Contents

I. Introduction

A Solid Waste Management Plan (SWMP) is required of local governments by the Alabama Department of Environmental Management (ADEM) to plan for the collection and disposal of solid waste generated within its boundaries. A SWMP was last developed for Montgomery County in 2005, which addressed the solid waste needs for Montgomery County until 2015. This plan will serve as an update to the 2005 plan by analyzing the previous recommendations and providing suggested alternatives to serve the solid waste needs of Montgomery County.

The goal of this Solid Waste Management Plan is to aid Montgomery County, its municipalities, and ADEM in providing for the collection and disposal of solid waste generated within the county. The plan is meant to provide an overview of current waste volumes and characteristics, as well as to project the future solid waste needs of the county. In addition, the plan is intended to offer alternatives and recommendations for the county to implement in order to efficiently and economically meet their needs. Section X of this plan offers recommendations for Montgomery County to meet the needs set forth in this plan. The plan will serve Montgomery County for a 10-year period from 2015 to 2025. As required by Alabama Law, the Montgomery County Commission will pass a resolution to accept this plan. This updated Plan will expire ten (10) years from the approval date of the resolution included in Appendix E.

Montgomery County is located in central Alabama. It is bounded by Elmore County to the north, Macon County and Bullock County to the east, Pike County to the southeast, Crenshaw County to the southwest, Lowndes County to the southwest, and Autauga County to the northwest. Montgomery County is composed of two municipalities and one county government. The City of Montgomery and the Town of Pike Road are the only municipalities within Montgomery County. Most of the county is in a sparsely populated, rural area. The City of Montgomery opted out of the Montgomery County Solid Waste Management Plan (SWMP). The City of Montgomery elected to opt out of being included in this SWMP. The opt-out letter can be found in Appendix F. The remainder of this report will not include any data in relation to the City of Montgomery. This SWMP solely represents the Town of Pike Road and Rural Montgomery County. The population totals for Montgomery County will omit the population and projected population of the City of Montgomery. The Town of Pike Road has experienced a significant increase in population in recent years. To more accurately project the population increases for the Town of Pike Road, the author contacted The University of Alabama's Center for Business and Economic Research directly. Goodwyn, Mills and Cawood contracted The University of Alabama's Center for Business and Economic Research to calculate population projections of the city of Montgomery and The Town of Pike Road.

According to the 2010 US Census, the population of Montgomery County is 23,599 people. This is an approximately 12.23% increase from the 2000 US Census figure of 21,027 people. Of the 2010 figure, approximately 70.30%, or 18,193 people, live outside of the Pike Road Municipality. According to the 2010 US Census, populations of Pike Road is 5,406.

VII. Recycling

Section 22-27-47(b)(4): Provide a description of current or planned recycling programs and an analysis of their impact on waste generated within the jurisdiction. Particularly regarding recycling, the plan shall describe and evaluate:

- *a. Potential benefits of recycling, including the potential solid waste reduction and the avoided cost of municipal waste processing or disposal.*
- *b. Existing materials recovery operations and the kind and weight or volume of materials recycled by the operations, whether public or private.*
- *c. The compatibility of recycling with other waste processing or disposal methods used in the jurisdiction including methods of collecting recyclables.*
- *d. Options for cooperation or agreement with other jurisdictions for the collection, processing and sale of recyclable materials.*

Recycling is an important step in developing an effective solid waste management plan for a community. Recycling programs can eliminate 25% to 50% of the waste generated by a community. Programs can consist of collection or materials for reuse, as well as composting of yard wastes. It is estimated that approximately 20% of the solid waste from a community is made up of yard wastes. Other recyclable wastes including plastics, paper and cardboard must be collected and transported to a facility capable of recycling the materials.

Recycling can be accomplished both at the source and at the point of disposal. Collection programs can be established to pick up recyclables at each residence, business, and institution with the resident having the responsibility to separate the items from other waste. Recycling centers can also be set up at one or more locations in the county, providing a location where recyclable wastes can be brought. In addition, recycling containers can be set up at all transfer stations and landfills to allow customers bringing wastes to these locations to participate in the program.

In addition to providing collection services, educational tools can be utilized to promote recycling activities. Local schools can be used to educate children on the importance of recycling for the protection of the environment. Public education methods can also be utilized by the county and local municipalities.

There are currently recycling programs in Montgomery County. As noted in the 2005 Plan, Alabama Act 89-824 recommends that each county must develop a recycling plan to reduce waste volume by 25%. In order to meet the 25% goal, Montgomery County must implement a county-wide plan and encourage participation be all local municipalities. A proposed plan of action for reaching this goal is described in Section VIII of this report.

VIII. Proposed Alternatives

In compiling a Solid Waste Management Plan for Montgomery County, it is important to evaluate alternatives in order to ensure the county has the proper plans in place to adequately serve its resident's solid waste needs. Alternatives must be evaluated for solid waste collection, disposal, and recycling programs. An analysis must be made of the current system to determine any deficiencies and areas where the county can seek to improve. Several factors must be taken into account including the county's anticipated growth, their ability to meet current and future regulatory requirements, and their ability to provide quality service to the residents at affordable rates.

The first area that was analyzed was the collection of solid waste within the county. Currently, Advanced Disposal collects the majority of solid waste generated within Montgomery County and the Town of Pike Road on a contract basis. Advanced Disposal charges the county $44.13 per quarter for collection from residencies within the county and charges the Town of Pike Road $43.83 per quarter for collection from residents within the town. Waste volumes collected from these commercial businesses were not reported; therefore, will not be considered in this plan.

One alternative for the collection of solid waste would be for the county and municipality to collect waste at all residences and businesses. In order to accomplish this, a county-wide Solid Waste Authority would need to be established to oversee the collection services and aid the municipalities in all management aspects. Costs of the collection system would depend greatly on the location of the disposal facility. There is currently a transfer station within the county that helps to shorten haul distances for the individual trucks. This alternative would have the advantage of giving control of the system to the county and local governments for cost and quality control. One disadvantage to this alternative is the required initial investment to start the collection system.

A second alternative for collection of solid waste is to continue to contract with a private company. The Town of Pike Road's contract with Advanced Disposal ends May 31, 2018. The Montgomery County's contract with Advanced Disposal ends June 30, 2018. The county and municipalities can choose to continue with the same company or solicit bids from other companies for the services. An advantage to this alternative is that it puts the responsibility of operating the system including maintaining equipment and personnel on the private company. A disadvantage to this alternative is that it does not give the local governments control over the quality of service and costs to the residents.

The second area analyzed was the disposal location of solid waste generated from the county. Currently, all municipal solid waste generated in Montgomery County is transported to the Central Alabama Transfer Station and then disposed of at the Stone's Throw Landfill. This section excludes the North Montgomery Landfill as a recipient of MSW due to The City of Montgomery being the main contributor of MSW at this location. Although the residents of Montgomery County are not directly charged a tipping fee for disposal of waste, the cost is factored in to the fees paid for collection.

A second alternative to solid waste disposal is to continue utilizing the existing collection and disposal system. The county could continue to contract the collection through a private company and allow that company to dispose of the waste at an approved landfill site of their choosing. Currently, collection and disposal of the majority of waste in Montgomery County is handled by Advanced Disposal. The problem that exists with this alternative is that the private company contracted would be a for-profit organization. This could cause the price per customer to be higher than that of a county operated system. In addition, the county would not have as much control as they would when operating their own collection and disposal system.

Montgomery County currently generates approximately 11,908 tons per year of municipal solid waste. Projections show the county's waste increasing to 21,028 tons per year by the year 2025. Given these figures, it is currently more economical for Montgomery County to contract with a private company for solid waste disposal. The possibility of a landfill facility in Montgomery County should be reevaluated if there is a dramatic increase in waste generated or if other counties express interest in participating in the project.

The third area that was analyzed was the recycling program for Montgomery County. Currently, the Montgomery County Commission and Advanced Disposal offer free trash drop-off sites throughout the county on the last Saturday of the month. The Town of Pike Road has a recycling drop-off center located on the south side of Veterans Park (4902 Pike Road). Advertisement of these drop-off locations may further encourage citizens to utilize this recycling program. An increase in recycled solid waste would decrease the waste that is currently disposed of in landfills and could ultimately decrease collection and disposal costs. Well established recycling programs can eliminate up to 50% of solid waste that would otherwise occupy landfill space.

One alternative for recycling in Montgomery County is to establish a county-wide recycling program. The county would hire a recycling director and staff to collect, separate and transport the material to the appropriate recycling centers. The county would purchase portable containers to be placed throughout the county for use by all residents. In addition, a building would be needed to provide a central location for handling of all recyclable materials.

Montgomery County should set a goal to recycle approximately 25% of the total solid waste generated annually by the county to meet the requirements established by the State. Based on the solid waste generated in Montgomery County in 2014, approximately 2,977 tons of solid waste would need to be recycled in order to meet this goal. This goal could be easily obtained if the recycling program is established as planned. In order to fully implement a successful recycling program, the county must work with all municipalities to educate the public of its importance and provide convenient methods for public participation.

The proposed recycling program would need to be implemented in phases by the county over a 3 to 5 year period. The county could start the program at a basic level and add locations and methods of collection each year. One possibility for the county is to start the program by contracting with a private company who would collect the materials at various points throughout the county and transport them to the appropriate recycling centers.

A second alternative for recycling is to implement a system of composting. As mentioned in Section VII, yard wastes can account for as much as 20% of a community's total solid waste. By committing a portion of the total yard waste to recycling, Montgomery County could easily reach the 25% goal. Composting can be achieved both on an individual and community-wide basis. Citizens and business owners can create small composts to handle grass clippings, leaves and small limbs. The county or municipalities can create more large-scale composts to be used by the citizens and city departments. Yard wastes and tree debris could be collected by the municipalities or county, or it could be transported to the compost site by the public. The compost material would result in a dramatic landfill area savings and could ultimately be sold by the county.

A third alternative for recycling is to partner with the City of Montgomery and the Infinitus Renewable Energy Park recycling center. The 81,992-square-foot recycling facility represents a $35 million capital investment by Infinitus Energy and is the most advanced recycling facility in the country, according to Bulk Handling Systems, which installed the system. The facility is expected to recycle 75% - 85% of materials it receives, this will help the county achieve the 25% recycling goal set under this plan. Montgomery County could also modify the next solid waste collection services contract, which expires June 30, 2018, to require 25% of the solid waste collected to be disposed of at the Infinitus recycling center.

IX. Economic Considerations

In order for Montgomery County to choose the best alternatives for solid waste collection and disposal, all economic aspects must be considered. The county must work to provide the best possible service for all residents at affordable rates. As a part of this solid waste plan, economic factors are evaluated for collection, disposal, and recycling of solid waste. These factors, coupled with the environmental considerations noted throughout the report will form a composite basis for determining which options the county should pursue.

The first economic consideration is for the collection of solid waste in the county. Presently, the county and municipalities spend approximately $268,400.00 per quarter for weekly house-to-house pick up of the 6,101 households within the county. In order for the county to implement a collection service, estimates would need to be made for the required equipment, personnel, and management. Coordination would be required with each municipality to determine how collection in these areas would be handled. Due to the complexity of the issue, no cost estimates for a collection system were made as a part of this report. The county, however, should further explore this option and determine if it would benefit the residents economically.

The second economic consideration is for disposal of all solid waste. Currently, tipping fees are calculated into the amount that residents pay for solid waste collection. The cost per household for the construction of a regional landfill would depend greatly on the number of other counties participating in the landfill.

The third economic consideration is for a recycling program in Montgomery County. Recent data showed pricing for materials as $70-$80/ton for cardboard, $70-$80/ton for newspapers, $100-$110/ton for magazines, $0.60/lb for aluminum, and $35/ton for clear glass. To reach the 25% goal for recycling, the county would need to recycle approximately 2,977 tons per year. It is estimated that of that 2,977 tons, 40% or 1,190 tons would be yard waste, 30% or 893 tons would be cardboard, 15% or 447 tons would be newspapers, 3% or 89 tons would be magazines, and the remaining 12% or 357 tons would be glass and plastic.

X. Conclusions and Recommendations

Montgomery County currently generates approximately 11,908 tons per year of solid waste. For design purposes, a value of 34,500 tons per year can be expected for the next 10-year period. The majority of all solid waste generated in the county is collected and disposed of by Advanced Disposal on a contract basis. The total cost of collection and disposal for all solid waste in Montgomery County is approximately $268,400.00 per quarter for weekly house-to-house pick up. Solid waste is disposed of in the Stone's Throw Landfill located in Washington County, Alabama.

Three aspects of the solid waste system were evaluated as a part of this plan. First, solid waste collection alternatives were presented including maintaining the current system with private collection, and providing collection by the county or local municipality. Second, disposal alternatives were also discussed including utilizing private landfills and the possible construction of a regional landfill. Finally, recycling programs were analyzed and suggestions made to implement increased recycling and public education.

XI. Guidelines for Local Approval of New or Expanded Facilities

Section 22-27-47(b)(8): Provide for the development or expansion of solid waste management systems in a manner that is consistent with the needs of the area, taking into account planning, zoning, population and development estimates, and economics of the jurisdiction and the protection of air, water, land and other natural resources.

The Montgomery County Commission, as well as leaders from all municipalities within the county must evaluate the alternatives for solid waste collection, disposal and recycling and determine the best course of action to take over the next ten-year period. Several key factors must be used as guidelines for the leaders to use in making their determinations.

In evaluating alternatives for new or expanded facilities, including a county operated landfill and a recycling center, the commission must determine if the needs set forth in the Solid Waste Management Plan have been addressed. New or expanded facilities must be sized according to current and projected waste volumes to ensure they will economically meet the county's needs over the ten-year period. In analyzing alternates for collection of waste, the county must evaluate the existing conditions including cost per customer and level of service in order to determine if changes should be made. Any proposed changes to the existing system must be consistent with the plan adopted by the county and municipalities.

In locating potential sites for solid waste facilities within the county, the commission must evaluate all existing and planned development and infrastructure. The commission should work closely with other agencies including any industrial development boards and regional planning agencies to determine if other development has been planned in or around potential sites. Potential sites must also be evaluated for their proximity to existing industries that generate large volumes of waste.

Prior to determining the location of new sites, the commission must reevaluate these figures as well as determine any areas that are proposed for the development of industries. The commission should also consider the location of existing and proposed major transportation routes in locating the sites. Coordination should be made with local, state and federal transportation authorities to determine any potential conflicts and proposed routes.

Prior to constructing new facilities including a landfill, transfer station or recycling center, the commission must evaluate the potential impacts on the surrounding public health, public safety and the environment. The county must work closely with ADEM and EPA to determine the guidelines for construction and operating such facilities. Costs for providing for these services should be included in the overall budgeting of new facilities to ensure sufficient funding is in place. Once a potential site is located, environmental impact studies should be performed to determine the possible impacts the facility will have. As a part of these studies, social and economic impacts of the proposed facility should also be evaluated. The proposed location should be found to have minimal impacts on the surrounding property values and social perception.

State and Federal Regulations regarding the siting, design, construction and operation of solid waste processing and disposal facilities are in place to protect air, water and natural resources. These Regulations which safeguard against health, safety and environmental concerns involve:

- Buffer zones
- Minimum separation from groundwater
- Storm water run-on/run-off
- Liners, if applicable
- Leachate collection systems, if applicable
- Gas monitoring systems, if applicable

- Daily cover of solid waste

Planning and Zoning is the principal means for the county to guide its future growth and achieve a logical pattern of land use and development for the county. Some of the generally accepted specific objectives of Planning and Zoning are:

- To conserve the taxable value of land and buildings. To prevent overcrowding of land and buildings.
- To control pollution, noise, dust, smoke, vibration, odor, flashes of light or danger of explosion.
- To lessen or avoid congestion in the public streets.
- To promote the public health, safety, comfort, morals, and general welfare of the public and the community.

The Planning and Zoning Department or Commission typically ensures that all new development meets specific guidelines and requirements related to the adequacy of roads, parking, traffic flow, setbacks, drainage, utilities, etc. Any proposed solid waste transfer stations, disposal facilities or processing facilities shall also be located in areas that are appropriately zoned for each type of facility.

The entire nation has been significantly affected by an economic downturn over the past several years. While slight economic growth is starting to occur, it is not expected to increase to the extent that it would significantly impact solid waste management systems and remaining disposal capacities in the area during the life of this SWMP.

A solid waste facility or recycling facility will require certain public services as a minimum. Water service is vital for fire protection, sanitation, and housekeeping. Water service can be public water system extensions or on-site wells. Sewage treatment facilities close at hand is convenient for leachate and wash down water treatment as well as sanitation treatment. If these are not close by, then liquid wastes will need to be captured and hauled to the facilities or sewer extensions constructed. Alternatively, on site treatment can be considered.

Even considering the information presented above, unforeseen circumstances during the next ten years may lead to the need for additional solid waste disposal or processing facilities in the county due to increased population or commercial development. The county may also wish to consider locating additional solid waste processing or disposal facilities within its jurisdiction due to host government benefits (i.e. fees, taxes, etc.) that would be received from these types of Facilities.

XII. Public Participation

Montgomery County must seek to involve the public in the approval of this Solid Waste Management Plan. A copy of the draft plan was made available at the Commission's office for public review. There was a 30 day review period where public comment regarding the plan was accepted. A public hearing was set for (pending approval of plan) and held in the Montgomery County Administration Building. A copy of the draft plan was also sent to all municipalities within the county for their review and comments. All information received from the municipalities was evaluated by Goodwyn, Mills and Cawood, and incorporated into the final plan. The municipalities will be encouraged to pass a resolution in support of the plan and adhere to the recommendations in any future changes in handling their solid waste.

The public should also be involved in any changes to the existing solid waste management and collection system including collection contracts, siting of landfills, and proposed changes in recycling. One possible way this can be accomplished is by the development of a Citizens Solid Waste Advisory Committee. Although the ultimate decision to make changes to the system would remain with the Montgomery County Commission, the advisory committee would be allowed to make recommendations and aid the county in evaluating alternatives. The committee would be made up of citizens from all municipalities and rural areas within the county. The committee would be responsible for organizing additional public hearings and should be made aware of all proceedings before changes are made.

XIII. RCRA Subtitle D Requirements

Section 22-27-47(b)(5): Address the requirements proposed under Subtitle D of the federal Resource Conservation and Recovery Act, 42 U.S. C. Section 6941 as amended and identify and explain those actions the jurisdiction should take to assure proper management of its wastes under these requirements.

The Resource Conservation and Recovery Act (RCRA), an amendment to the Solid Waste Disposal Act, is the principal federal law in the United States governing the disposal of solid waste and hazardous waste. RCRA was enacted in 1976 to:

- Protect human health and the environment from the potential hazards of waste disposal;
- Conserve energy and natural resources;
- Reduce the amount of waste generated; and
- Ensure that wastes are managed in an environmentally sound manner.

Enacted in 1984, the Subtitle D amendment to RCRA deals with nonhazardous solid waste management and designates the state and local governments as the primary planning, permitting, regulating, implementing, and enforcement agencies for the management and disposal of household and industrial or commercial non-hazardous solid wastes. Minimum nationwide standards have been developed under Subtitle D that includes specific requirements for the proper design and operation of MSW landfills and other solid waste disposal facilities. These requirements include location restrictions, facility design (liner, leachate collection, run-off controls, etc.) and operating criteria, groundwater and landfill gas monitoring requirements, corrective action requirements, financial assurance requirements, and closure and post-closure care requirements. Most states (including Alabama) have adopted these criteria into their state solid waste management programs. In addition to the minimum federal criteria, states may also impose requirements that are more stringent than the federal requirements. This Plan is in compliance with RCRA, 42 U.S.C. § 6941.

The Town of Pike Road municipality offers residential solid waste collection for households in their jurisdiction via Advanced Disposal. In addition, the Montgomery County Commission provides household solid waste collection services in the unincorporated parts of the county through a contract with Advanced Disposal. All municipal solid waste collected is disposed of in an MSW landfill that has been designed in accordance with Subtitle D regulations.

October 9, 2015

Mayor Gordon Stone
Town of Pike Road

RE: Solid Waste Management Plan
Montgomery County, Alabama

Mayor Stone:

Goodwyn, Mills, and Cawood, Inc. (GMC) has been retained by the Montgomery County Commission to update the Solid Waste Management Plan (SWMP) for the county as required by the Alabama Department of Environmental Management. The plan must provide for the collection, disposal and recycling of all waste in the municipalities and rural areas within Montgomery County for the next 10 years.

As a part of the plan, the county is required to obtain approval and/or comments from each municipality included in the plan. Attached is the final draft of the SWMP for Montgomery County. Please review the plan and send any comments you may have back to GMC at Cole.roberson@gmcnetwork.com.

If you choose not to participate in the county's plan, you will be required by ADEM to complete your own plan. Please let us know in writing if you would like to opt out of the proposed Montgomery County SWMP.

If GMC does not receive the signed approval letter or an Opt out letter by November 1, 2015, it will be assumed that the Town of Pike Road approves of the SWMP for Montgomery County.

Upon your approval of the SWMP, please sign in the space provided below and return to the email address listed above or to my attention at 2660 EastChase Lane, Montgomery, Alabama 36117.

Please feel free to give me a call if you have any questions at (334) 271-3200.

Respectfully,

Justin Barrett, P.E., CFM

Mayor Stone

4-19

September 2011

SOLID WASTE MANAGEMENT PLAN

CITY OF MONTGOMERY

Submitted on behalf of :
City of Montgomery, Alabama

Submitted by:
CDG Engineers and Associates

4.20

No. 145-2007; and

WHEREAS, the City of Montgomery desires to make changes to said Plan pursuant to ADEM requests; and

WHEREAS, the City of Montgomery has conducted a public hearing for the purpose of receiving comments from the public concerning the City of Montgomery Solid Waste Management Plan which includes proposed changes; and

WHEREAS, the City of Montgomery has considered all comments received from the public and incorporated such comments into the Solid Waste Management Plan:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, as follows:

1. The City of Montgomery Solid Waste Plan (attached) be hereby adopted;

2. That copies of the Solid Waste Management Plan be submitted to the Alabama Department of Environmental Management as required by the Code of Alabama, Section 22-27-47;

3. That the Mayor be authorized to act on behalf of the City of Montgomery as necessary to coordinate and to implement said Plan.

4. That Resolution No. 145-2007 be and is hereby repealed.

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)
CITY OF MONTGOMERY)

I, Brenda Gale Blalock, City Clerk of the City of Montgomery, Alabama, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly adopted by the Council of the City of Montgomery, Alabama, at its regular meeting held the 6th day of September, 2011.

GIVEN under my hand and the official SEAL of the City of Montgomery, Alabama, this the 8th day of September, 2011.

Brenda Gale Blalock
BRENDA GALE BLALOCK, CITY CLERK

4-21

2.0 Solid Waste Management Plan Jurisdiction, Planning Period and Implementation:

2.1 SWMP Jurisdiction:

The SWMP covers the area within the city limits of the City of Montgomery, Alabama. The City of Montgomery is located within Montgomery County and covers an area of approximately 155.4 square miles and has a population density of approximately 1,377.7 persons per square mile. The total population of the City of Montgomery is 214,091 persons. This SWMP does not cover the unincorporated areas of Montgomery County or the City of Pike Road. Montgomery County utilizes a separate SWMP for the Alabama Department of Environmental Management (ADEM).

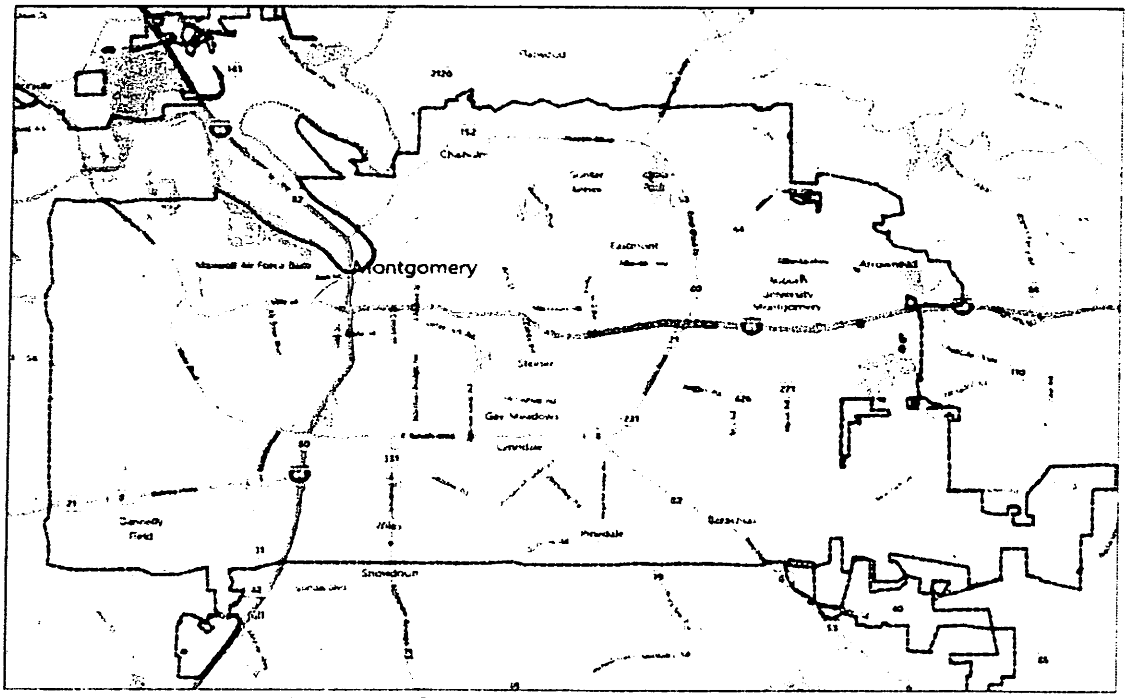


Figure 2.1 City of Montgomery Jurisdiction

2.2 Planning Period

The governing body of a County or Municipality has a responsibility to assure the proper management of solid waste generated within its jurisdiction in accordance with its SWMP. The SWMP projects solid waste management needs for the period 2012 to 2022. Estimates and projections are designed to assist the governing body in all solid waste management decisions.

6.0 Current and Planned Recycling Programs

6.1 Current Recycling Programs

The City of Montgomery operates a community recycling program under its "Clean City Commission" program where residents are offered an opportunity to bring aluminum, paper, and cardboard recyclables to specified collection centers and "drop-off" containers throughout the City. Collection Center events are held on the 1st and 3rd Saturday of each month from 9:00 a.m. - 3:30 p.m. Drop-off and Collection Center locations are indicated in Figure 6.1 and as provided in Table 6.1 below.

The recycle program is operated by the Sanitation Department and recyclables collected are delivered to the McInnis School for the Handicapped for sorting. During 2009 a total of 2,022 tons of recyclable materials were recycled through the program. The recycled materials represent approximately 1.15% of the total residential MSW generated in the jurisdiction. The City of Montgomery receives no revenues from the program and spent, according to estimates from the Sanitation Department, approximately $995,158 during 2009. The recycling program costs approximately $492.17 per ton of recycled materials.

The City of Montgomery also provides several other recycling services including:

- Battery Drop-off locations
- Wireless Phone Recycling: Used phones can be mailed in to be recycled. Residence can print off a prepaid mailing label at the following website: www.recellular.com/kab
- Phone Book Collection
- Christmas Trees
- Used Oil

TABLE 6.1
CLEAN CITY COMMISSION COLLECTION CENTERS

Location	Address
Halcyon Elementary	1501 Parkview Drive
Goodwyn Jr. High	209 Perry Hill Road
Dannelly Elementary	3425 Carter Hill Road
Wares Ferry Elementary	6425 Wares Ferry Road
Peter Crump Elementary	3510 Woodley Road
Bellingrath Jr. High	3488 South Court Street
Southlawn Elementary	5333 Mobile Highway

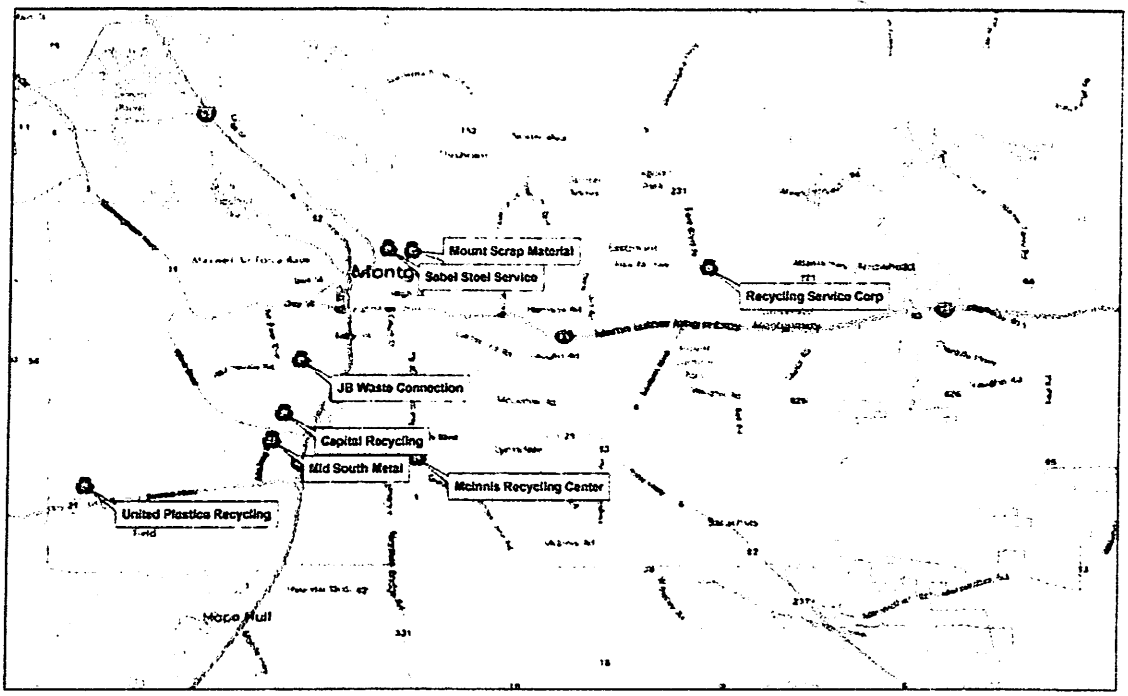


Figure 6.1.1 Recycling Centers in Montgomery

6.2 Planned Recycling Programs

In the United States, recycling of recoverable materials from the waste stream has increased from 6.4% in 1960 to 33.2% in 2008 calculated on the percent of total generation. The EPA has estimated that the per capita rate for recycling is 1.5 pounds per day for the United States. Table 6.2 indicates national 2008 data for generation vs. recovery of materials found in municipal solid waste.

TABLE 6.2
GENERATION and RECOVERY of PRODUCTS in MSW (million tons)

Products	Weight Generated	Weight Recovered	Recovery as % of Generation
Durable goods			
Steel	13.13	3.68	28.0%
Aluminum	1.31	Negligible	Negligible
Other non-ferrous metals†	1.76	1.21	68.8%
Glass	2.10	Negligible	Negligible
Plastics	10.52	0.39	3.7%
Rubber and leather	6.34	1.06	16.7%
Wood	5.68	Negligible	Negligible
Textiles	3.35	0.44	13.1%
Other materials	1.48	1.15	76.2%
Total durable goods	**45.67**	**7.93**	**17.4%**
Nondurable goods			
Paper and paperboard	39.12	17.86	45.7%

At present, the City plans to maintain its current recycling programs and to encourage recycling participation through an advertising program designed to increase public participation in the program as a means to further enhance the recovery of durable goods from the City's waste stream.

6.3 Alternative Waste Processing Technologies

The City of Montgomery recognizes that within the life of the SWMP emerging uses of waste, waste reduction, and disposal technologies may impact the management of solid waste systems within the jurisdiction of the SWMP. These technologies provide an alternative method of managing solid waste destined for disposal through:

1. Source Separation
2. Source reduction
3. Renewable energy uses

Where applicable, the City of Montgomery will evaluate the need for expansion of service area to include the state of Alabama and increase permitted daily volume acceptance of the North Montgomery Landfill, where doing so will encourage the implementation of the alternative waste processing technologies or other uses of wastes in the manufacturing process.

6.3.1 Materials Recovery Facility (MRF)

The City of Montgomery may utilize a Materials Recovery Facility as an approach to increase recycling participation and material recovery rates from various waste streams including municipal solid waste, construction/demolition debris, and yard trimmings.

Contemporary MRFs generally accept recyclable materials in one of three basic forms;

1) Un-sorted Residential MSW
2) Commingled
3) Source Separated

MRFs further separate recyclable materials by sorting and classification through the use of automated systems and conveyor line "manual picking". MRF's typically sort/classify recyclables into five waste profiles;

- Paper products
- Plastics
- Ferrous and Non-ferrous Metals
- Glass
- Organic wastes

Following this sorting process, the recyclable portions of the waste are baled, stored, and/or transported or further processed for end-market uses.

Commodity Prices

See Note

Commodity	%	Approx Tons	May 16 - Sept 2014		10 Year Ave		Aug 2015	
OCC	2.77%	2,770	$110	$304,700	$130	$360,100	$115	$318,550
Mixed Paper	14.10%	14,100	$55	$775,500	$70	$987,000	$55	$775,500
PET	1.96%	1,960	$360	$705,600	$220	$431,200	$280	$548,800
HDPE Natural	0.39%	390	$1,120	$436,800	$580	$226,200	$660	$257,400
HDPE Colored	0.35%	350	$630	$220,500	$420	$147,000	$360	$126,000
Mixed Plastics	0.67%	670	$120	$80,400	$80	$53,600	In Poly	in Poly
Polypropylene	0.34%	340	In mixed	In mixed	In mixed	In mixed	$320	$108,800
Mixed Rigids	0.85%	850	$80	$68,000	$180	$153,000	$10	$8,500
Film	0.48%	480	$20	$9,600	$40	$19,200	$0	No market
Tin/Steel Cans	2.45%	2,450	$138	$338,100	$60	$147,000	$69	$169,050
Aluminum	0.65%	650	$1,300	$845,000	$1,400	$910,000	$960	$624,000
Organics	19.38%	19,380	$10	$193,800	$10	$193,800	$10	$193,800
	44.39%	44,390		$3,978,000		$3,628,100		$3,130,400
				109.64%		100.00%		86.28%

Note: The Commodity % represents the percentage of various types of commodities received during the year September 1 - August 31, 2015. The other columns are the amount of revenue the commodities would have received based on the commodity prices during various time frames.

4-26

THE 2016 STATE OF CURBSIDE REPORT

PREPARED BY THE RECYCLING PARTNERSHIP ©2016

THE RECYCLING PARTNERSHIP™

4-27

APPENDIX A:

EXECUTIVE SUMMARY

The 2016 State of Curbside Report is a snapshot of the performance of curbside recycling programs in a number of key communities across the U.S. **Over 400 cities were profiled** to understand key recycling program attributes and to evaluate their performance in recovering household recyclables at the curb. This type of performance **data is critical to build a national understanding of the recycling landscape**, to create key learnings of why some programs perform better than others, and to create a future **roadmap of strategic changes** needed to help the system to reach its full potential in supporting the transition to a circular economy and a holistic sustainable materials management approach.

Data collected about these geographically diverse programs included frequency of collection, container type, municipal solid waste tip fees, material mix, collection approach, and program ownership for the purposes of **understanding program performance**. The Partnership then used a pounds per household per year metric to consistently place all programs on a uniform footing for measuring their curbside recovery.

Several key conclusions regarding data and program performance are presented in this report, which include:

- **Waste audits have shown that single-family homes generate between 800 and 1,000 pounds of recyclable packaging per year.** The simple average from this research showed a recovery of **357 pounds per household per year**, suggesting an average recovery of 35-45% of possible recyclables in the home for the profiled cities. **The opportunity to recover more is clear.**
- **There is no single program feature that drives program performance, but rather it is a combination of factors that build off one another.** However, some key indicators of successful programs emerged, with almost all top-performing programs sharing the following four characteristics:

CART-BASED COLLECTION | AUTOMATIC SERVICE FOR ALL RESIDENTS | SINGLE-STREAM COLLECTION | COMMUNITY ACTIONS THAT RAISED THE PRIORITY OF RECYCLING

- **More optimization is possible to help underperforming communities build off the success of stronger programs.** For example, hub-and-spoke models will grow in importance in moving forward to manage costs while increasing collection.

Growing the recovery of packaging will take a strategic systems approach of **expanding best practices through partnership.** To accelerate this process, communities will continue to need dedicated technical support and resources from the NGO community, state offices, and other groups and teams to make step changes and drive program improvements. Through better data, the **roadmap to grow packaging recovery rates** across the country can be created. **Simply put, what gets measured, gets managed.**

Published December, 2016.

About The Recycling Partnership

The Recycling Partnership (recyclingpartnership.org) is a national nonprofit transforming recycling in towns all across America. At The Recycling Partnership, we believe that recycling is fundamental to a healthy environment and economy. Every day, we work hand-in-hand with communities and companies, continuously innovating to improve recycling systems. Because when we do, jobs are created, our environment is protected, and communities thrive.

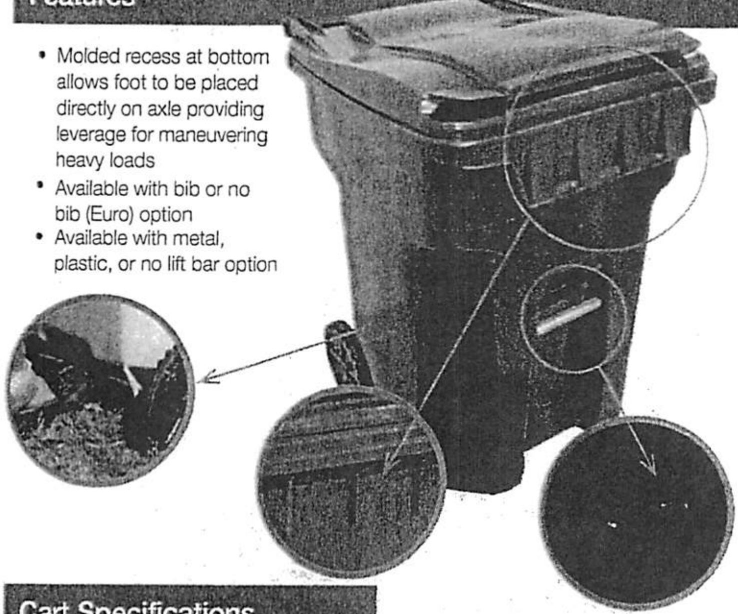
Since 2003, we have been delivering solutions for measurable change through collaboration, assistance, and data. This important work is made possible through grants and support from these funders:

Millennium

Convenient For Cart Users

- Short cart body is convenient to load, increases visibility over top of cart, and is easy to control
- Cart footprint engineered for stability; resists tipping and does not blow over—even in 40 mph winds
- Contoured lid reduces warp and water entrapment
- Lift lip across front and around front corners increases opening convenience
- Durable "double-pinned" lid attachment
- Integrally molded details reinforce lift points and stress areas to accommodate heavy loads

Features



- Molded recess at bottom allows foot to be placed directly on axle providing leverage for maneuvering heavy loads
- Available with bib or no bib (Euro) option
- Available with metal, plastic, or no lift bar option

Cart Specifications

MODEL	HEIGHT	WIDTH	DEPTH	LOAD RATING°
95 GAL. M	41 3/5"	29 9/10"	34 3/10"	340 LBS.

Cart specifications vary slightly based on product mold. ° A.N.S.I. maximum load rating is 3.5 lbs. per gallon.

Shipping Information

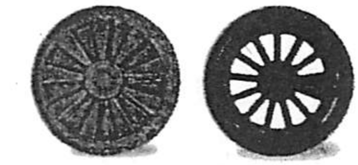
MODEL	ASSEMBLY WEIGHT	STACKING	LTL STACKING	T/L QTY (53' TRUCK)
95 GAL. M	40 LBS.	9-10 HIGH	8 HIGH	504-560*

*Shipping information varies slightly based on product mold and mold location.

Wheel Options

Wheels: 10" wheels are standard. Popular wheel options are shown here. Other options are available upon request.

Wheel options may change without notice.



Customize Your Cart

- Provide instructions to users with in-mold labeling
- Brand your cart with hot stamps on sides, front, or lid. ColorFUSE technology available on sides and lid
- Sequential serial numbers
- RFID tag or barcode
- Lid options include circular opening to assist recycling efforts

Available Colors

The Millennium container is available in 8 standard colors. Custom colors available upon request.

Dark Blue - 68	Light Blue - 51	Green - 56	Forest Green - 65
Dark Gray - 50	Light Gray - 57	Brown - 63	Black - 60

Colors as shown in this document may differ slightly from the actual product.

Otto Environmental Systems North America, Inc.
12700 General Drive, Charlotte, North Carolina 28273
800-795-OTTO (6886) • info@otto-usa.com • otto-usa.com

OTTO/03072016

Full Service Solutions

4-30

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

ESTABLISHED 1816

George C. Speake, PE, PLS
County Engineer
James M. Kelley, PE
Assistant County Engineer
(334) 832-1310
FAX (334) 832-7190
www.mc-ala.org

AGENDA

FEB 21 2017

February 1, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer
2/1/2017

SUBJECT: Approval of Agreement for Gerhardi (Rumba) Industrial Access Road
Project No. IAR-051-000-012, MCP 51-81-17, CPMS Ref. #100066457

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for a new side road in Montgomery Industrial Park off of Industrial Park Boulevard located between Old Dominion and the south edge of the new Gerhardi site to benefit Gerhardi, Project No. IAR-051-000-012, MCP 51-81-17, CPMS Ref. #100066457.

If approved please have attached agreement executed and return to this office for further processing.

GCS/gcs

Attachment

cc; File

S-1

ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of County Transportation
1409 Coliseum Blvd., Montgomery, Alabama 36110-2060
Phone: (334) 242-6207 FAX: (334) 353-6530
Internet: http://www.dot.state.al.us

Robert Bentley
Governor

John R. Cooper
Transportation Director

November 16, 2016

Chair of County Commission
Montgomery County Commission
Montgomery, Alabama

RE: IAR-051-000-012
MCP 51-81-17
Montgomery County

Dear Chair of County Commission:

Attached is the original Agreement between the Alabama Department of Transportation and Montgomery County covering the financing for construction costs for the above project.

It will be appreciated if you will have this Agreement executed and returned to this office for further approval and distribution. Upon approval of all parties concerned, a properly executed copy of the Agreement will be sent to you for your information and files.

Sincerely,

D. E. Phillips, Jr., P.E.
State County Transportation Engineer

DEP:MBH:mh
Attachment
cc: Mr. Clay McBrien
Mr. George Speake
Mr. George Conner
File

PLEASE DO NOT EXECUTE THE FAXED COPY OF AGREEMENT !!!

5.2

AGREEMENT-INDUSTRIAL ACCESS

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the STATE), and MONTGOMERY COUNTY, ALABAMA (FEIN 63-6001653), party of the second part (hereinafter called the COUNTY):

WITNESSETH

WHEREAS, the STATE and COUNTY desire to cooperate in the construction of a new side road in Montgomery Industrial Park off of Industrial Park Boulevard located between Old Dominion and the south edge of the new Gerhardi site to benefit Gerhardi. Length – 0.142 miles. Project #IAR-051-000-012, MCP 51-81-17, CPMS Reference #100066457.

NOW THEREFORE, it is mutually agreed between the STATE and COUNTY as follows;

This Agreement may be terminated by the STATE at any time the State Transportation Director determines that the owner of the proposed facilities will not locate or expand facilities as previously represented. Such termination will occur upon notice of termination from the Transportation Director to the other party or parties to this agreement by registered or certified mail, or by other actual notice by the Director to such party or parties. Upon termination, settlement will be made and paid only for such expenditures made prior to termination and which are found to be equitable and just by the Transportation Director.

A. The COUNTY will furnish all Right-of-Way for project without cost to the STATE.

B. The COUNTY will adjust and/or relocate all Utilities on the project without cost to the STATE.

C. The COUNTY will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the STATE. Completed original plans shall be furnished to the Department of Transportation in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects*** dated February 14, 2001, and attached hereto as a part of this Agreement prior to the County letting the contract.

D. The COUNTY will secure all permits and license of every nature and description applicable to the project or to the construction of the project in any manner, and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project construction.

E. The COUNTY will furnish all construction engineering for the project from County forces or with a consultant selected by the STATE or with STATE forces not to exceed 15%, without prior approval by the State, as a part of the cost of the project.

F. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

G. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the STATE or this project. The COUNTY will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the COUNTY for the permit, and shall comply with all requirements of the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The County will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.

H. The Alabama Department of Transportation will have general supervision of the project by making periodic inspections and final acceptance of project work, and the cost therefore will be deemed a part of the project cost.

5-3

I. The COUNTY will immediately cause all work on the project to cease upon notification by the STATE that the project work is not being accomplished in accordance with the plans and/or this Agreement.

J. The STATE will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. Any deficiency in State funds, or overrun in construction costs will be borne by the COUNTY from County funds. In the event of an underrun in construction costs, the State funds will not exceed the actual cost.

K. The estimated cost of this project shall be provided for from funds outlined below:

Corporation Industrial Access Funds	$ 521,100.00
County Funds	0.00
Total Cost (Incl. E & I)	$ 521,100.00

L. The COUNTY will perform or have performed all work under this Agreement in accordance with the Laws of the State of Alabama and the Guidelines for Operation for ***Procedures for Processing State and Industrial Access Funded County and City Projects,* dated February 14, 2001.**

M. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

N. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

O. Invoices of the COUNTY for cost of work performed will be forwarded to the STATE as work progresses, but not more often than monthly, and the COUNTY will be paid for the work performed up to the amount of State funds shown in this Agreement. All invoices for work performed under the terms of this Agreement will be submitted within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

P. The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

Q. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

R. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

S. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

5-4

T. Exhibit N is attached hereto as a part hereof.

U. Upon completion and acceptance of this project, the COUNTY will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

V. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

Clerk (Signature)

Type Name of Clerk

MONTGOMERY COUNTY, ALABAMA

BY:____________________________
(Signature) Chairman
Montgomery County Commission

Type Name of Chairman

RECOMMENDED

State County Transportation Engineer
D. E. Phillips, Jr., P.E.

STATE OF ALABAMA,
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION

Chief Engineer
Don T. Arkle, P.E.

This agreement has been legally reviewed and approved as to form and content:

BY:____________________________
Stacey S. Houston, Acting Chief Counsel
Alabama Department of Transportation

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE ____ DAY

OF ____________________, 20____.

GOVERNOR OF ALABAMA
ROBERT BENTLEY

5-5

RESOLUTION NUMBER________________

BE IT RESOLVED, by the County Commission of Montgomery County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The construction of a new side road in Montgomery Industrial Park off of Industrial Park Boulevard located between Old Dominion and the south edge of the new Gerhardi site to benefit Gerhardi. Length – 0.142 miles. Project #IAR-051-000-012, MCP 51-81-17, CPMS Reference #100066457;

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this _______ day of ____________________,

20________.

ATTESTED:

County Clerk ______________________________

Chairman, County Commission ______________________________

I, the undersigned qualified and acting clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

_____day of ____________________, 20 _______, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

________ day of ____________________, 20 _______.

____

County Clerk

SEAL

5-6

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Division and notification from the Division that advertisement for bids can be made, or, in the case of negotiated projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Division will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Division to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Division may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a negotiated project.

For negotiated projects, the Division will prepare a cost estimate following normal estimating procedures; then reduce each computer generated unit cost by 10%. This will be the amount used by the County/City on their estimate for reimbursement. In the case where a County/City is using an inplace annual bid, the County will furnish the Division a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Division the three lowest bids with their recommendation for award. The Division will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Division when the project is complete and the Division will perform a final ride-through to determine whether the project was completed in substantial compliance with the original final plans. Final acceptance will be made by the Division with a copy of the letter furnished to the Bureau of County Transportation.

All required test reports, weight tickets, materials receipts, and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL: John A. Cowson
BUREAU CHIEF/DIVISION ENGINEER

APPROVAL: Ray D. Bass
CHIEF ENGINEER

APPROVAL: ________________ 2/14/01
TRANSPORTATION DIRECTOR DATE

5-8

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

AGENDA

FEB 2 1 2017

February 7, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Risk Management Director

SUBJECT: Pharmacy Management Services Agreement with Carlisle Medical Inc.

On February 6, 2017, I discussed the referenced subject with the County Commission. After performing a pilot program last year, the realized savings were in excess of $13,000. As such, it is my recommendation for the County Commission to utilize this company for all of our workers compensation pharmacy management. In addition, as they have a large network of durable medical equipment providers, we would utilize Carlisle for this service as well.

I have attached the pharmacy management services agreement with Carlisle Medical, Inc. This agreement has been reviewed by the County Attorney.

I am requesting the County Commission's approval of this item outlined above.

Cc: Florence Cauthen

6-1

PHARMACY MANAGEMENT SERVICES AGREEMENT

AGREEMENT

This Agreement is effective this ____ day of ________________, by and between MONTGOMERY COUNTY COMMISSION and CARLISLE MEDICAL INCORPORATED AND CARLISLE & ASSOCIATES [hereinafter "CARLISLE"].

SERVICES

MONTGOMERY COUNTY COMMISSION has agreed to utilize CARLISLE'S Pharmacy Management services to include the following:

- Retail Pharmacy Network
- Mail Order/Home Delivery Pharmacy Program
- Case Management Prescription Review
- Durable Medical Equipment (DME)

A description of these services, along with the fees, are provided in Exhibits A, B, and C.

INVOICING

CARLISLE will submit all pharmacy invoices on the appropriate state form or other forms approved by MONTGOMERY COUNTY COMMISSION.

TERMS

Net-30

RECORDS

CARLISLE agrees to maintain pharmacy records and provide such information to MONTGOMERY COUNTY COMMISSION or its designee as may be necessary to comply with law and this agreement. Said records shall be maintained for a period of 2 years from the date of last entry. This obligation shall survive termination of this Agreement.

INSURANCE

See attachment

6-2

DISPUTE RESOLUTION

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

TERMINATION

This Agreement shall be effective as of the date shown and will continue for a period of three (3) years. Thereafter, this Agreement shall automatically renew for an additional period of three (3) years. Either party may terminate the Agreement by written notice to the other at least ninety (90) days prior to the renewal date.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date shown.

MONTGOMERY COUNTY COMMISSION

BY:________________________
(Signature)

TITLE:______________________

DATE:______________________

CARLISLE MEDICAL, INC
CARLISLE & ASSOCIATES

BY:________________________
(Signature)

TITLE:______________________

DATE:______________________

63-0890498
FEDERAL TAX ID #

EXHIBIT A

RETAIL & MAIL ORDER PHARMACY PROGRAM

SERVICE/FEES

SERVICES

CARLISLE agrees to provide pharmacy services for MONTGOMERY COUNTY COMMISSION. CARLISLE offers a Retail and Mail Order program.

FEES

RETAIL PROGRAM		MAIL ORDER PROGRAM	
Brand	AWP – 10%	Brand	AWP – 13%
Generic	MAC – Pricing Average savings 30-35%	Generic	MAC - Pricing Average savings 35-38%
Dispensing fee	$1.50	Dispensing Fee	$1.50

- There are no shipping fees
- There are no administrative fees

EXHIBIT B

CASE MANAGEMENT PRESCRIPTION REVIEW

SERVICE/FEES

SERVICES

A comprehensive clinical review regarding an injured workers' medication usage completed by a CARLISLE licensed pharmacist. The review includes:

- Generic alternatives when brand name medications are prescribed
- Evaluation for possible duplication of drug therapy
- Recommendations for improvements of drug therapy for physician consideration
- Evaluation for determining appropriateness of drug therapy in relation to workers' injury
- An option for a consultation with the treating physician by a CARLISLE case manager to review recommendations (additional fee)

Note: Prescription Reviews are performed by a PharmD, based upon the record of prescriptions filled. It is intended as an aid to the efficient and effective use of pharmaceuticals and is not intended as a medical diagnosis or to alter the course of treatment prescribed by the treating physician (s).

FEES

$350.00 per review.

EXHIBIT C

DURABLE MEDICAL EQUIPMENT (DME)

SERVICE/FEES

SERVICES

CARLISLE agrees to provide Durable Medical Equipment for MONTGOMERY COUNTY COMMISSION. CARLISLE'S DME specialists are prepared to assist with injuries ranging from minor to catastrophic including:

- Traumatic Head
- Quadriplegic/Paraplegic
- Multiple/Complicated Fractures or Trauma
- Burns
- Complicated or Chronic Wounds
- Amputations
- Injuries Requiring Ostomy Equipment

CARLISLE'S team of committed professionals is equipped to provide MONTGOMERY COUNTY COMMISSION such Durable Medical Equipment as:

- TENS Units
- Bone Growth Stimulators
- Mobility Equipment
- Patient Lifts
- Custom Power Wheelchairs
- CPM Units
- Daily Living Aids
- Bathroom Safety Equipment
- Hospital Beds and Other Accessories
- Ambulatory Aides
- Wound Care Supplies
- Ostomy Supplies
- Urological Supplies
- Incontinence Medical Supplies

CARLISLE'S DME program offers customary equipment at a significant savings below usual and customary costs plus nationwide delivery and setup within 48 hours. CARLISLE'S system eliminates mileage reimbursement costs and requires no out-of-pocket expenses for the injured worker.

FEES

Average savings is 20% below fee schedule.

Haskell | Slaughter
attorneys at law

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

TTG

MEMORANDUM

February 2, 2017

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Pharmacy Management Services Agreement with Carlisle Medical, Inc.

I have reviewed your memorandum of February 1, 2017, regarding a Pharmacy Management Services Agreement with Carlisle Medical, Inc., regarding a pharmacy benefit manager that specializes in workers compensation prescriptions and durable medical equipment. The County would like to know if the agreement is acceptable.

It is my opinion that the agreement is acceptable as is. The agreement will be binding on all parties if executed.

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

50051-317

6-7

AGENDA

FEB 21 2017

February 7, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Risk Management Director

SUBJECT: Health Center Share Agreement with Alliance and CareHere

On February 6, 2017, I discussed the referenced subject with the County Commission. I am requesting a pilot program be performed for a six month period on one half-day (Thursdays) per week. The utilization at the existing CareHere clinics has continued at a high rate. This office (owned by Alliance Insurance) is already being utilized for a CareHere client for a partial week. As such, they are well-equipped to handle our employees for primary care and wellness.

I have attached the sharing agreement with Alliance and CareHere. This agreement has been reviewed by the County Attorney.

I am requesting the County Commission's approval of this item outlined above.

Cc: Florence Cauthen

7-1

HEALTH CENTER SHARE AGREEMENT
BETWEEN ALLIANCE INSURANCE GROUP, INC.,
CAREHERE, LLC, AND
THE MONTGOMERY COUNTY COMMISSION

This Health Center Share Agreement (the "Agreement") is entered into by and between **Alliance Insurance Group, LLC** ("Alliance"), **CareHere, LLC** and its subsidiaries and affiliates ("CareHere") and the **Montgomery County Commission** ("Montgomery County"). All may be collectively referred to as "Parties" or individually referred to as a "Party".

WITNESSETH

WHEREAS, Montgomery County has contracted with CareHere to operate and manage health centers to serve its eligible employees, dependents and retirees; and

WHEREAS, Alliance operates a health center location for the benefit of CareHere Clients (the "Alliance Health Center"); and

WHEREAS, Montgomery County desires to join in the use of the Alliance Health Center; and

WHEREAS, Alliance desires for Montgomery County to join in the use of the Alliance Health Center for the benefit of its employees, dependents and retirees, as applicable; and

WHEREAS, the Parties agree that the respective rights, duties, and obligations regarding this Agreement are as specified in this Agreement and in their individual agreements with CareHere, as applicable;

NOW, THEREFORE, for and in consideration of the mutual covenants, obligations, and benefits hereunder, the Parties do hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to delineate the terms surrounding the sharing of the Alliance Health Center.

II. STATEMENT OF RESPONSIBILITIES:

ALLIANCE RESPONSIBILITIES

A. Alliance shall be responsible to the maintenance and upkeep of the health center locations.
B. Alliance agrees to notify all other entities sharing in the Alliance Health Center whenever a new entity joins, including Montgomery.

9.2

C. Alliance agrees to provide CareHere with a copy of this executed Agreement and any modification of this agreement within 30 days of such execution or modification.

MONTGOMERY COUNTY RESPONSIBILITIES

A. Montgomery County shall track and supply eligibility data, for its employees, dependents, and retirees eligible to access the health centers. Such eligibility data shall be provided to CareHere on a monthly basis in a format mutually agreed to by CareHere.
B. Any payments provided for in this Agreement will be made in a timely manner consistent with payments terms contained in the agreement between Montgomery County and CareHere and this Agreement
C. Montgomery County may coordinate times where by CareHere may make employee presentations explaining onsite clinic services, benefits, and use.
D. Montgomery County shall allow either Alliance, CareHere or both to submit marketing materials regarding the Alliance Health Center to those eligible to access it. Such marketing materials shall be in a form and manner mutually agreed to by Montgomery County and CareHere and Alliance.
E. Montgomery County agrees to provide CareHere with a copy of this executed agreement and any modification of this agreement within 30 days of such execution or modification.

III. COSTS

A. Payment to CareHere for services will be made pursuant to the Montgomery County agreement with CareHere. All pass through cost for labs and dispensed medications will be based on the utilization of the clinic services by the participating public agencies.

B. Montgomery County shall also be responsible for payment of forty three dollars ($43.00) per visit invoiced by CareHere. Such fee shall be invoiced by and payable to CareHere.

IV. MANAGEMENT OF SERVICES:

Medical services provided to Montgomery County shall be pursuant to the Agreement between Montgomery County and CareHere.

V. TERM OF AGREEMENT:

The term of this Agreement shall be for a term of six (6) months commencing on the actual opening date of the health center locations to commence delivery of care to patients. This Agreement may be renewed by mutual agreement of the parties. Unless either Montgomery County, Alliance or CareHere gives written notice of nonrenewal to the other party at least ninety (90) calendar days prior to the end of the initial term or of any renewal term, this Agreement shall be automatically renewed for additional periods of one year each.

VI. LIABILITY; NO WAIVER OF IMMUNITY

To the extent authorized by the laws of the State of Alabama, the Parties agree that each shall be responsible for its own actions and those of its members pursuant to and within the scope of this Agreement or amendment thereto. It is expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's members while in any manner furnishing services hereunder. Each party to this Agreement expressly waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, not due to the negligence, fraud, or illegal conduct of the other party.

VII. MUTUAL AGREEMENTS

A. Entire Agreement. This agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement. No modification of, or waiver of, any right under this Agreement will be effective unless it is evidenced in writing executed by an authorized representative of each party to this Agreement.

B. Relationship to other Agreements. This agreement enhances emergency management planning between the parties, and does not supersede or negate any other agreements heretofore entered into between the parties.

C. Severability. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

D. State Law and Venue Determination. This Agreement shall be subject to and governed under laws of the State of Alabama. All Local, State and Federal laws shall supersede any provisions made in this Agreement. Any provision so effected will not negate the rest of the Agreement. The parties agree that venue for the purposes of any and all lawsuits, causes of action, arbitrations, or other disputes arising this Agreement shall be in Montgomery County, Alabama.

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

F. Paragraph headings. The captions, numbering sequences, titles, paragraph headings, punctuations, and organization used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

G. Understanding, Fair Construction. By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

H. Notice. Any notice required to be given hereunder shall be in writing and delivered to the addresses and titles set forth below by certified mail (return receipt requested), a recorded delivery service, or by other means of delivery requiring a signed receipt. All notices shall be effective upon receipt. The addresses provided herein may be changed at any time on prior written notice.

If to Alliance:

____
____
____

If to Montgomery County:

____
____
____

If to CareHere:

Ben Baker, COO
5141 Virginia Way, Suite 350
Brentwood, TN 27027

I. Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

(*Signatures on following page*)

7.5

IN WITNESS WHEREOF, this Agreement has been signed on behalf of the Parties on the date indicated.

EXECUTED THIS _____ day of ___________, 20__.

ALLIANCE INSURANCE GROUP, LLC

By: ____________________

Name: _________________
Title: __________________
Date: __________________

MONTGOMERY COUNTY COMMISSION

By: ____________________

Name: _________________
Title: __________________
Date: __________________

CAREHERE, LLC

By: ____________________

Name: __________________
Title: ___________________
Date: ___________________

7-6

Elton N. Dean, Sr.
Chairman
Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

Donald L. Mims, CPA, MPA
Administrator
Florence M. Cauthen
Deputy Administrator
334.832.1210
Fax: 334.832.2533
TDD: 334.265.3568
www.mc-ala.org

AGENDA
FEB 21 2017

February 16, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Memorandum of Agreement with City of Montgomery for ADA Compliance Coordinator Services

The majority of the Montgomery County Commissioners, at the meeting on February 6, 2017, agreed to place on the next agenda a Memorandum of Agreement (MOA) with the City of Montgomery regarding ADA Compliance Coordinator Services.

I am requesting approval of this item.

DLM/tn

Attachment

8.1

Memorandum of Agreement (MOA)

Between

City of Montgomery, Alabama

And

Montgomery County Commission, Alabama

This MEMORANDUM OF AGREEMENT ("Agreement") is entered into this day _____ of February 2017, between the City of Montgomery ("City") and the Montgomery County Commission ("Commission") collectively referred to as Parties.

WHEREAS, over the last several years, the City and County jointly worked to identify areas in government to share cost and increase efficiency and effectiveness in delivery of government services, and

WHEREAS, the City and County established, and the Montgomery City/County Personnel Board approved the position of Chief Information and Technology Officer as a joint function of the Parties in order to achieve greater operational and capital efficiencies, and

WHEREAS, the City and County established, and the Montgomery City/County Personnel Board approved the position of Director of Risk Management as a joint function of the Parties in order to achieve greater operational and capital efficiencies, and

WHEREAS, as a result of these efforts, the Parties lowered their overall cost for information technology, telecommunication, radio operations, and risk management, and

WHEREAS, local governments must ensure all people with disabilities can participate and benefit from their programs and services including physical access to its facilities and events, and

WHEREAS, the Parties have identified another area to create such efficiency through a contractual agreement for a City/County ADA Compliance Coordinator, and

WHEREAS, the ADA Compliance Coordinator's primary responsibility is to ensure that programs and services of the City and County are accessible to persons with disabilities in compliance with Title II of the Americans with Disabilities Act (ADA), and

WHEREAS, Mr. Maze Marshall is a graduate of the Southeast ADA Center of Training for ADA Compliance and is a member of the Montgomery Center for Independent Living and the State Council for Independent Living, and is qualified to perform the ADA services required under Title II.

8.2

NOW THEREFORE, the Parties agree to the following:

1. **Agreement Term.** The term of this Agreement shall be for six months commencing at the date of execution by the authorized representatives from both governing entities and may be extended in six-month or longer increments as authorized by the City and County through an amendment to this Agreement.

2. **Duties of the ADA Compliance Coordinator.** Except as otherwise provided in this Agreement, the ADA Compliance Coordinator shall report to the General Services Director of the City of Montgomery and to the Montgomery County Administrator. The ADA Compliance Coordinator shall provide consulting services regarding compliance with Title II of the Americans with Disabilities Act (ADA), which includes the evaluation of City and County infrastructure and facilities.

3. **Compensation and Financial Obligation regarding the Contract for the City/County ADA Compliance Coordinator.** The Coordinator shall be compensated at $15,000 for a six-month period. The County shall pay the City $6,000 (40% of the $15,000) after completion of the six-month service contract, within 30 days after receipt of an invoice from the City.

4. **Termination.** This Agreement may be terminated by the City or the County upon giving written notice to the other party within three months of the execution of the Agreement or subsequent amendments.

5. **Previous Agreements.** This Agreement is the entire Agreement and supersedes all prior collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by written modification duly executed by each party's authorized representatives.

WHEREFORE, the Parties have executed this Agreement as of the date of the signatures.

Todd Strange, Mayor City of Montgomery	Elton N. Dean, Sr., Chairman Montgomery County Commission
Witness	Witness

AGENDA

FEB 21 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager mrs

DATE: January 25, 2017

RE: Contract No. 51901-15B-014
Toner Cartridges

I request that the attached Amendment No. 2 to The Office Pal contract for toner cartridges be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning March 1, 2017 and ending on February 28, 2018.

The Office Pal would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

9-1

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

Amendment
To
Contract # 51901-15B-014

Amendment No. 2

Contract with The Office Pal for Toner Cartridges, is hereby extended for one (1) year beginning March 1, 2017 and ending on February 28, 2018.

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

All other provisions of the contract shall remain the same.

WITNESS: THE OFFICE PAL

________________________ BY: ________________________________

TITLE: ________________________________

WITNESS: MONTGOMERY COUNTY COMMISSION

________________________ BY: ________________________________

TITLE: ________________________________

9.2

AGENDA

FEB 2 1 2017

Memo

To: Donald Mims, County Administrator

From: Beverly Wise, Acting Juvenile Court Administrator BRWise

cc: Montgomery County Commissioners

Date: February 1, 2017

Re: Temporary Agreement for overflow detention beds in Dallas County

---

Attached you will find a signed temporary agreement to house female juvenile detainees in the case that our population exceeds our capacity to hold. As of today we are currently housing 47 juveniles in a 52 bed facility. Several weeks ago our numbers reached 51. This agreement is intended for emergency use only. Please place on the next working agenda. Thank you.

DALLAS COUNTY JUVENILE DETENTION CENTER

996 SELFIELD ROAD
334-876-4809 • FAX 334-876-4819
SELMA, ALABAMA 36703

MARCUS HANNAH
TEAM MEMBER

KIMBERLY DAVIS
TEAM MEMBER

JENNIFER REESE
TEAM MEMBER

VERONICA EVANS
TEAM MEMBER

HON. BOB ARMSTRONG
DISTRICT JUDGE

HON. KIMBROUGH L. BALLARD
PROBATE JUDGE

DALLAS COUNTY COMMISSIONERS
LARRY NICKLES
ROY MOORE
VALERIE REUBIN
CURTIS WILLIAMS

STATE OF ALABAMA
COUNTY OF DALLAS

TEMPORARY AGREEMENT

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

WHEREAS, Montgomery County (hereinafter "contracting county"), a corporate and political body, desires to afford itself of the services furnished by the Dallas County Juvenile Detention Facility;

NOW THEREFORE, witness this agreement by and between Dallas County, a corporate and political body, acting through its duly authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. The Dallas County Juvenile Detention Center will enter into agreement for 3 beds to house female detainees only for a temporary period. The charge per day will be $75.00 per day.

2. Dallas County shall not be responsible for any doctor bills, hospital bills, medical bills/damages due to detainee fault or other bills for the health and welfare of the juveniles housed in the Detention Facility and Contracting County covenants and agree to pay all said expenditures, or to reimburse Dallas County for any expenditure it may make in those regards. Contracting County is responsible for the arrangement and transportation of their juvenile for medical care except in emergency situations.

3. Dallas County covenants and agrees to contact the duly authorized representative of Contracting County in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of Contracting County will have authority and privilege to counsel with and visit any juvenile at the Detention Facility; such counseling and visitation is not to interfere with the normal schedules of the Detention Facility. Parents will be allowed and encourage to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Detention Facility.

4. In the event a juvenile housed at the Detention Facility shall become disruptive or "beyond control" while detained or in the custody of the Detention Facility, Contracting County will be notified and shall take said juvenile back into its custody as soon as practicable but in no case exceeding 24 hours after notification.

10-2

Mentally retarded, mentally ill or seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. The determination of "beyond control" shall be in the sole discretion of Dallas County. Dallas County reserves the right to reject any juvenile, in the sole discretion of Dallas County.

5. Dallas County does not and shall not accept liability for injury to any of the Contracting County juveniles housed at the Detention Facility; Contracting County covenants and agrees to hold harmless and indemnify Dallas County, its officers, agents, servants and employees, from any liability damages, costs and attorney's fees in any action brought by any such Juveniles, his/her parents, custodians or any other person firms or corporations therefore, except intentional wrongful acts of the agents, servants, officers or employees of Dallas County. Contracting County agrees that it shall maintain liability insurance for such injuries and cause Dallas County to be additionally insured pursuant to the terms of such insurance policy.

6. All Juveniles housed at the Detention Facility and forwarded by Contracting County shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Contracting County is to contact the Detention Facility for the availability of space prior to presenting a juvenile for detention.

7. The number of days in detention shall be defined to include the day a juvenile is received but will not include the day a juvenile is released. Contracting County will receive a monthly invoice from Dallas County. Contracting County shall remit payment to Dallas County by or before the 20th of the month the invoice is received.

8. Contracting County will hold Dallas County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Detention Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to Contracting County, and they will assume responsibility for payment to the provider of said services.

9. If any dispute arises between Contracting County and Dallas County, they said Contracting County agrees to have said dispute heard before a court of competent jurisdiction in Dallas County, Alabama and waives the right to file suit or have said dispute resolved in any other county.

IN WITNESS WHEREOF, Dallas County has caused this instrument to be executed on this, the 9th day of January, 2017 by its County Commission and Dallas County has caused this instrument to be executed by the Chairman of its Commission on the 9th day of January, 2017.

ATTEST

Barbara H. Harrell

DALLAS COUNTY

Chairman

ATTEST

MONTGOMERY COUNTY

Chairman

Contracting County hereby attests that this contractual agreement with Dallas County has been approved and recorded within the Commission Minutes of Contracting County. Book ______Page _____ Of the official minutes of said Montgomery County Commission

10-3

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

AGENDA
FEB 21 2017

February 16, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: County Tax Levies for the Year 2017

The Montgomery County Commission, at its meeting on February 6, 2017, agreed to place on the next agenda the County Tax Levies for the Year 2017.

I am requesting approval of these resolutions.

DLM/tn

Attachment

- A COUNTY OLDER THAN THE STATE -
P.O. BOX 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

11-1

COUNTY TAX LEVIES FOR THE YEAR 2017

RESOLUTION #1

RESOLVED, that it is hereby ordered by the County Commission of Montgomery County, Alabama, that for the purpose of paying the expenses of Montgomery County for the current tax year, there is hereby levied for the tax year 2017, a tax of fifty cents upon each $100.00 of taxable property in said County liable or subject to taxation for the year 2017, which began with October, 2016.

RESOLUTION #2

RESOLVED, that it is hereby ordered by this County Commission of Montgomery County, that for the purpose of paying any debt or liability now existing incurred for erection, construction or maintenance of necessary public buildings, bridges, or roads, there is hereby levied a special tax of twenty-five cents upon each $100.00 of taxable property subject to or liable to taxation in said County for the tax year 2017, which began with October, 2016.

RESOLUTION #3

RESOLVED, that it is hereby ordered by the County Commission of Montgomery County, Alabama, that there be and is hereby levied in the County of Montgomery, Alabama, effective on June 1, 1951, an excise tax of one-cent per gallon upon the sale of gasoline and other motor fuels, as defined in said Act of the Legislature of Alabama, approved May 30, 1951. The proceeds of said tax when collected by this Commission, less the cost of the collection of same, shall be paid monthly to the custodian of County school funds of Montgomery County, to be used for the maintenance and operation of the public school system of said Montgomery County, Alabama.

RESOLUTION #4

RESOLVED, that it is hereby ordered and adjudged by the County Commission of Montgomery County, Alabama, at a Regular Meeting of said Commission held in the Commission Chambers, Montgomery County, Alabama, on this Tuesday, February 21, 2017, that there be and is hereby levied an annual special ad valorem tax to provide funding for the Volunteer Fire Departments who provide services in the unincorporated areas of Montgomery County in the amount of twenty-five cents on each $100.00 of taxable property in the unincorporated areas of Montgomery County for the fiscal year 2016-2017, in addition to the taxes now authorized. Said tax to be assessed and collected annually for fire and rescue service to be provided within the said unincorporated areas of Montgomery County for said fiscal year, and the Revenue Commissioner of Montgomery County be and is hereby directed to assess the tax herein levied annually as other State ad valorem taxes are assessed and the Revenue Commissioner of said Montgomery County is hereby directed to collect said tax annually as provided and directed by Act No. 93-319 of the Regular Session of the 1993 Legislature of Alabama.

11-2

RESOLUTION #5

RESOLVED, that it is hereby ordered and adjudged by the County Commission of Montgomery County, Alabama, at a Regular Meeting of said Commission held in the Commission Chambers, Montgomery County, Alabama, on this Tuesday, February 21, 2017, that there be and is hereby levied an annual special ad valorem tax to provide funding for the Volunteer Fire Departments who provide services in the unincorporated areas of Montgomery County in the amount of twenty-five cents on each $100.00 of taxable property in the unincorporated areas of Montgomery County for the fiscal year 2016-2017, in addition to the taxes now authorized. Said tax to be assessed and collected annually for fire and rescue service to be provided within the said unincorporated areas of Montgomery County for said fiscal year, and the Revenue Commissioner of Montgomery County be and is hereby directed to assess the tax herein levied annually as other State ad valorem taxes are assessed and the Revenue Commissioner of said Montgomery County is hereby directed to collect said tax annually as provided and directed by Act No. 2001-449 of the Regular Session of the 2001 Legislature of Alabama.

RESOLUTION # 6

There is hereby levied upon all property and subjects of taxation within Montgomery County for the tax year that began October 1, 2016 (for which tax year taxes become due and payable on October 1, 2017), and for each succeeding tax year thereafter as set forth below, the following:

A special countywide tax at the rate of three and one-half (3-1/2) mills on each dollar of the assessed value of taxable property, for a period of twenty (20) consecutive years beginning with the levy of the tax that began October 1, 2005 (for which first tax year taxes become due and payable on October 1, 2006), pursuant to Section 1 of Amendment No. 3 of the said Constitution and the said election held in Montgomery County, Alabama, on November 2, 2004.

RESOLUTION # 7

There is hereby levied upon all property and subjects of taxation within the Montgomery County School District No. 2 (the boundaries of which are conterminous with the corporate limits of the City of Montgomery), for the tax year that began October 1, 2016 (for which tax year taxes become due and payable on October 1, 2017), and for each succeeding tax year thereafter for the remaining period of eight (8) consecutive years a special district school tax at the rate of three and one-half (3-1/2) mills on each dollar of the assessed value of taxable property, beginning with the levy that began October 1, 2005 (for which first tax year taxes become due and payable on October 1, 2006), pursuant to Section 2 of Amendment No. 3 of the said Constitution and the said election held on November 2, 2004.

RESOLUTION #8

There is hereby levied upon all property and subjects of taxation within the Montgomery County School District No. 1 (the boundaries outside the corporate limits of the City of Montgomery excluding the Town of Pike Road) and Montgomery County School District No. 4 (Town of Pike Road) for the tax year that began October 1, 2016 (for which tax year taxes become due and payable on October 1, 2017), a special district school tax at the rate of six and one-half (6-1/2) mills on each dollar of the assessed value of taxable property pursuant to Amendment No. 2 of the said Constitution of the State of Alabama and the said election held on November 7, 2006.

RESOLUTION #9

There is hereby levied upon all property and subjects of taxation within the Montgomery County School District No. 2 (the boundaries inside the corporate limits of the City of Montgomery excluding the areas not receiving all city services) and Montgomery County School District No. 3 (the areas inside the corporate limits of the City of Montgomery not receiving all city services) for the tax year that began October 1, 2016, (for which tax year taxes become due and payable on October 1, 2017) a special district school tax at the rate of three (3) mills on each dollar of the assessed value of taxable property pursuant to Amendment No. 2 of the said Constitution of the State of Alabama and the said election held on November 7, 2006.

Office of Public Affairs
P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

AGENDA
FEB 2 1 2017

February 6, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: DiDi Henry
Public Affairs Director

SUBJECT: County Employee Blood Drives-2017

Historically, the Montgomery County Commission has sponsored two employee blood drives annually. I am requesting that the County continue this tradition by sponsoring two blood drives in 2017. The first would be scheduled for March 1, 2017, with the American Red Cross and the other on June 15th with LifeSouth.

I am also requesting that the Commission allow elected officials and department heads, **at their discretion**, to give employees who donate blood **four hours of paid administrative leave. This time off must be scheduled in advance with the department head or supervisor.**

I am requesting that this item be placed on the February 21st meeting agenda. Thank you.

12-1

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

AGENDA
FEB 21 2017

January 17, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Risk Management Director

SUBJECT: Public Risk Management Association (PRIMA) Membership Dues

I would like to request your approval for payment of PRIMA membership dues. The cost of membership dues for government members is $385. I have enclosed the membership invoice for the period of January 1, 2017 – December 31, 2017.

This organization has contributed to the success of our Risk Management program in the past, as I have used many of their resources. This year I am continuing to serve on the Board of Directors of this organization.

Membership Dues Renewal Notice

Date: December 14, 2016

Billed to:

Scott Kramer, MBA, ARM
City/County Director of Risk Managemnet
Montgomery County Commission, AL & City of Montgomery
PO Box 1667
Montgomery, AL 36102

Public Risk Management Association
700 S. Washington Street. Suite 218
Alexandria. VA 22314
Telephone: 703-528-7701
Fax: 703-739-0200

Your 2016 PRIMA membership benefits expire this month!

Order #: DNowDec-Org195
Membership #: 10009399
Expires on: 12/31/2016
Member Type: Government Member
Terms: payable upon receipt

Details

Item #	Qty.	Description	Dues Amount	Total
	1	Government Member	$385	$385
		We encourage you to extend your PRIMA membership through 2017. PRIMA is "your association" and you are vital to PRIMA's continued support of its members to promote and advance the practice of public sector risk management.	**Amount Due**	$385

You may also renew online by logging into your PRIMA profile at www.primacentral.org.

If paying by check, please make it payable to PRIMA and mail to
700 S. Washington Street Suite 218 Alexandria, VA 22314

Payment Method: Master Card ___ Visa ___ American Express ___ Check ___

Card Number ______________________ Expiration Date ________ CVV # ________

Authorized Signature ______________________ Email ______________________
(required for receipt)

Billing address ____

City ______________________ State ________ Zip ______________

For questions or concerns, please contact PRIMA's Membership Department at 703.253.1270 or dwilliams@primacentral.org

Please *disregard* this notice if you have already renewed.

Thank you very much for your continued support of the Public Risk Management Association (PRIMA)!

13.2

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

MONTGOMERY COUNTY COMMISSION
EST. 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
FEB 21 2017

February 16, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Payment of Invoice from Garrett Coliseum Redevelopment Corp

The Montgomery County Commission, at its meeting on February 6, 2017, agreed to place on the next agenda an Invoice from Garrett Coliseum Redevelopment Corp., regarding 2017 Appropriation in the amount of $50,000.

I am requesting approval of this item.

DLM/tn

Attachment

- A COUNTY OLDER THAN THE STATE -
P.O. BOX 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

14-1

Garrett Coliseum Redevelopment Corp.
P.O. Box 3254
Montgomery, AL 36109-0254

2017 JAN 23 AM 9:3

Voice: 334-356-6866
Fax: 334-676-1403

INVOICE

Invoice Number: FY-2017 COUNTY-2
Invoice Date: Jan 19, 2017
Page: 1
Duplicate

Bill To:	Ship to:
MONTGOMERY COUNTY COMMISSION ATTENTION CHAIRMAN ELTON DEAN P.O. BOX 1667 MONTGOMERY, AL 36102-1667	MONTGOMERY COUNTY COMMISSION ATTENTION CHAIRMAN ELTON DEAN P.O. BOX 1667 MONTGOMERY, AL 36102-1667

Customer ID	Customer PO	Payment Terms	
MONTGOMERY COUNTY		Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	None		2/18/17

Quantity	Item	Description	Unit Price	Amount
1.00		2017 APPROPRIATION FOR GARRETT COLISEUM - INV.#FY2017-COUNTY	50,000.00	50,000.00
1.00		2017 FACILITY UPGRADES	25,000.00	25,000.00

Subtotal	75,000.00
Sales Tax	
Total Invoice Amount	75,000.00
Payment/Credit Applied	
TOTAL	**75,000.00**

Check/Credit Memo No:

14.2

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

DONALD L. MIMS, CPA, MPA
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AGENDA
FEB 21 2017

February 21, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator DLM

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-2017-36: Alabama Baseball Coaches Association, Inc., for the Montgomery Miracle League - $500; (Walker)

C-2017-37: MEOW Cares, Inc., for the MEOW Academy - $1,500; (Walker)

C-2017-38: Family Sunshine Center for Family Services Program - $2,000; (Harris)

C-2017-39: One Place Family Justice Center, for Domestic Violence Program - $2,000; (Harris)

C-2017-40: Central Alabama Community Foundation, for Operational Expenses - $2,000; (Harris)

C-2017-41: Alabama – Korea Educational Exchange Program, Inc., (A-KEEP, Inc.), for Elite Global Leadership Program - $5,000; (Dean-$1,666.67, Harris-$1,666.67 and Singleton-$1,666.66)

C-2017-42: Alabama State University Foundation, Inc., for College of Liberal Arts and Social Sciences Program for Undergraduate Student Research Travel - $3,000; (Dean-$1,500 and Harris-$1,500)

- A COUNTY OLDER THAN THE STATE -
P.O. BOX 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

15-1

NC-2017-70: City of Montgomery, to be used by BONDS for the Cost of Three Attendees at the BONDS Community Banquet Meeting - $75; (Singleton)

NC-2017-71: Alabama Cooperative Extension System, for the 4H Livestock Show - $400; (Singleton)

From fund code 001-59320-494 (Commissioner's Education Miscellaneous Appropriations) to:

BOE-2017-4: BOE, Robert E. Lee High School, for Community Based Instruction (CBI) Class Prom - $1,500; (Harris-$1,000 and Singleton-$500)

BOE-2017-5: BOE, Robert E. Lee High School, for Mock Legislation Program - $700; (Harris)

BOE-2017-6: Pike Road Board of Education, Pike Road Schools, for Youth in Government: Youth Legislative Program - $300; (Singleton)

DLM/tll

AGENDA

FEB 21 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager mrs

DATE: January 31, 2017

RE: Invitation to Bid No. 51965-17B-009
SAN Backup Storage Appliance Expansion

Request approval of award on the above referenced Invitation to Bid to the second lowest responsible bidder, Coast to Coast. Inc., in the amount $15,972.00 based on unit pricing, be placed on a future agenda. The lowest bidder, Graham Magnetics, withdrew its bid due to the inability to provide the ES340-45 capacity license that was listed on the addendum of the invitation to bid. (Copy of spreadsheet attached.)

Coordination of award made with Lou Ialacci, Director of Information Systems, and Larry Kennedy, IT Manager

Attachment

16-1

Interoffice Memo

To: Myrtle Singleton

From: Lou Ialacci

Cc: Larry Kennedy, Florence Cauthen

Date: February 15, 2017

RE: Bid No. 51965 – 17B – 009 SAN Backup Equipment

Larry Kennedy and I have reviewed the bid responses for bid number 51965-17B-009 for Storage Area Network (SAN) backup storage appliance expansion equipment and operating system.

We recommend to award this bid to Coast to Coast Computer Products Inc. After reviewing the ITB responses for ITB 51965-17B-009 we recommend that we accept the response from Coast to Coast. Graham Magnetics was the apparent low bidder but they declined to provide the ES30-45 capacity licenses in the ITB Addendum. Coast to Coast was the next lowest bidder at $15,972.00 and they confirmed that they will provide the complete list of equipment including the capacity licenses for the ES30-45 expansion.

Please process this item so that it can be on the Briefing Memo to be presented to the Commission at their next meeting on February 6, 2017.

I am requesting the Commission approve the award to be added to the formal agenda for their February 21, 2017 meeting.

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

16-2

PURCHASING DEPARTMENT
MONTGOMERY COUNTY COMMISSION

ABSTRACT FOR BIDS: 54 BIDS MAILED

INVITATION TO BID NO: 51965-17B-009
DATE ISSUED: 1/5/2017
DATE OPENED: 1/25/2017
REQUESTING DEPARTMENT: Information Systems
TERMS OF PAYMENT / DISCOUNT:
DELIVERY DATE:

	BID # 1	BID # 2	BID # 3	BID # 4	BID # 5
Bidder	Graham Magnectics 1715th 4th Street Graham, Texas 76450 (404) 565-3732 Alisa Hubbard	Coast to Coast 4277 Valley Fair St. Simi Valley, CA 93063 (800) 223-8890 X229 Melissa Servatdjoo	Save Systems Incorporated 16715 Hilltop Park Place Chagrin Falls, Ohio 44023 (216) 374-0357 John O'Brein	CDW Government LLC 230 N. Milwaukee Ave. Vernon Hills, IL 60061 (877) 592-2203 Larissa Newman	Data Solutions SDS Marketing Sharp Communications Visual Gov Solutions, LLC NO BIDS

ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID # 1 UNIT PRICE	BID # 1 EXTENDED AMOUNT	BID # 2 UNIT PRICE	BID # 2 EXTENDED AMOUNT	BID # 3 UNIT PRICE	BID # 3 EXTENDED AMOUNT	BID # 4 UNIT PRICE	BID # 4 EXTENDED AMOUNT	BID # 5 UNIT PRICE	BID # 5 EXTENDED AMOUNT
1	EMC/ Data Domain ES30		1										
	Disk Storage Expansion												
	Module w/ 45 TB of capacity												
	(contains fifteen 3TB disk drives)												
	Model C-ES30-45												
	or approved Equal												
	New Equipment									$39,945.05	$39,945.05		
	Used Equipment			$12,170.00	$ 12,170.00	$15,972.00	$15,972.00	$17,500.00	$17,500.00				
2	One (1) year of hardware and software onsite support			Included in Price		Included in Price		$1,000.00	$1,000.00	$4,966.76	$4,966.76		
3	EMC Data Domain Capacity License		45							$1,004.42	$45,198.90		
	for ES30-45 Expansion												
					$ 12,170.00		$15,972.00		$18,500.00		$90,110.71		

Notes:

Abstract for bid- SAN Backup Storage Appliance Expansion 51965-17B-009.xlsx

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PURCHASING DEPARTMENT
MONTGOMERY COUNTY COMMISSION

ABSTRACT FOR BIDS: 54 BIDS MAILED				BID # 6		BID # 7		BID # 8		BID # 9		BID # 10	
INVITATION TO BID NO: 51965-17B-009				Curtis AV Alabama Card Systems, Inc. Graybar Syscon, Inc. B& H Foto & Electronics Corp. NO BIDS									
DATE ISSUED: 1/5/2017													
DATE OPENED: 1/25/2017													
REQUESTING DEPARTMENT: Information Systems													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	EMC/ Data Domain ES30		1										
	Disk Storage Expansion												
	Module w/ 45 TB of capacity												
	(contains fifteen 3TB disk drives)												
	Model C-ES30-45												
	or approved Equal												
	New Equipment												
	Used Equipment												
2	One (1) year of hardware and software onsite support												
3	EMC Data Domain Capacity License												
	for ES30-45 Expansion												

Notes:

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Abstract for bid- SAN Backup Storage Appliance Expansion 51965-17B-009.xlsx

AGENDA

FEB 2 1 2017

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 21

DEPARTMENT: County Commission Appropriations **REQUESTED BY:** Donald L. Mims 2/6/2017
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** S. Thomas 2/6/2017
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐ Agenda ☑

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
A-KEEP	001-58100.498	0	5,000	5,000
Donation Revenue	001-40000.7701	(173,500)	(5,000)	(178,500)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	($ 173,500)	$ 0	($ 173,500)

JUSTIFICATION: To budget for an appropriation to Alabama-Korean Educational Exchange Program (A-KEEP).

Revised 12/14/2016

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AGENDA

FEB 2 1 2017

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 22

DEPARTMENT: County Commission Appropriations **REQUESTED BY:** Donald L. Mims 2/6/2017
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** S. Thomas 2/6/2017
Finance Director Date

COMMISSION APPROVAL PROCESSING:
Briefing Memo ☐
Agenda ☑

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Blue Gray Natl Tennis Classic	001-57201.441	0	8,000	8,000
In House Misc. Appropriations	001-59310.498	69,500	(8,000)	61,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	$ 69,500	$ 0	$ 69,500

JUSTIFICATION: To budget an appropriation for the 2017 Blue Gray National Collegiate Tennis Classic to be held in Montgomery.

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Revised 12/14/2016

AGENDA

FEB 2 1 2017

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 23

DEPARTMENT: County Commission Appropriations **REQUESTED BY:** Donald L. Mims 2/6/2017
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** S. Thomas 2/6/2017
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☑

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Alabama Kidney Foundation	001-55900.450	0	10,000	10,000
Donation Revenue	001-40000.7701	(178,500)	(10,000)	(188,500)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	($ 178,500)	$ 0	($ 178,500)

JUSTIFICATION: To budget an appropriation to the Alabama Kidney Foundation for program expenses.

Revised 12/14/2016

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AGENDA

FEB 2 1 2017

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 2

DEPARTMENT: Probate Election **REQUESTED BY:** Darryl Parker 2/2/2017
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** S. Thomas 2/2/2017
Finance Director Date

COMMISSION APPROVAL PROCESSING:
Briefing Memo [ ]
Agenda [✓]

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Extra Help	001-51911.115	9,600	754	10,354
Other Misc. Supplies	001-51911.219	89,600	(754)	88,846
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	$ 99,200	$ 0	$ 99,200

JUSTIFICATION: To pay for extra temporary help used the week prior to the election.

Revised 12/14/2016

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AGENDA

FEB 2 1 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title: Corrections Officer Trainee

Position Number: 500419216

Pay Grade: PCT   Pay Range: 30,096

Proposed Effective Date: February 27, 2017

Type of Hire: (✓) New   ( ) Promotional

Type of Appointment: (✓) Permanent   ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham   Date 2/7/2017

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring   Date 2/7/2017

Employee Benefit Manager

Sherrill Thomas   Date 2/7/2017

Finance Director

ADMINISTRATIVE APPROVAL:

____________________   Date ________

County Administrator

Revised 12/14/2016

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AGENDA

FEB 2 1 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title: Detention Facility Asst. Director

Position Number: 500438067

Pay Grade: PC6 Pay Range 60,223 - 89,980

Proposed Effective Date: February 27, 2017

Type of Hire: (☐) New (☑) Promotional

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

DEPARTMENT APPROVAL:

Derrick Cunningham Date 2/7/2017

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 2/7/2017

Employee Benefit Manager

Sherrill Thomas Date 2/7/2017

Finance Director

ADMINISTRATIVE APPROVAL:

________________ Date ________

County Administrator

Revised 12/14/2016

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POSITION FILL REQUEST- UNBUDGETED

AGENDA

FEB 2 1 2017

DEPARTMENT: Personnel

DEPARTMENT HEAD: Carmen Douglas

SUPERVISOR: Mark Willis

POSITION INFORMATION:

Position Title: Retired RSA Employee/Professional

Position Number:

Pay Grade: A05 Pay Range: $15.53 - 23.21/hour

Proposed Effective Date: March 1, 2017

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: ( ) Permanent (✓) Temporary

JUSTIFICATION:

Margaret Broekhoven retired effective January 31, 2017. She has agreed to come back and temporarily work approximately 24 hours per week to complete some pending projects. Funding for this position will come from her current budgeted salary. Margaret's position is budgeted for a total for $70,846 to include benefits and taxes. As an RSA retiree, her earnings are limited to $30,000 for 2017 and she is not benefits eligible. We project needing Margaret's services for a maximum of 6 months for $16,000.

Carmen Douglas Date 2/1/2017

Department Head

FINANCIAL IMPACT:

The cost of the part time RSA retiree will be covered in the current budget by the vacated position budgeted amount. A replacement is not anticipated within this time frame but that cost would also be covered if hired before the end of the 6 month period.

Sherrill R Thomas Date 2/1/2017

Finance Director

ADMINISTRATIVE REVIEW/COMMENTS:

Date ______________

County Administrator

Revised 12/14/2016

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AGENDA
FEB 2 1 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: PROBATE

DEPARTMENT HEAD: STEVEN REED

SUPERVISOR: MALCOLM RICHARD

POSITION INFORMATION:

Position Title: ADMINISTRATIVE SUPPORT ASSOCIATE

Position Number: 750013040

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

Proposed Effective Date: 27 FEBRUARY 2017

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Department Head Date 2 FEB 2017

PAYROLL/FINANCE REVIEW:
Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager Date 2/3/2017

Sherrill Thomas
Finance Director Date 2/3/2017

ADMINISTRATIVE APPROVAL:

County Administrator Date

Revised 12/14/2016

23-1

AGENDA

FEB 2 1 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate

DEPARTMENT HEAD: Malcolm Richard

SUPERVISOR: Malcolm Richard

POSITION INFORMATION:

Position Title: Customer Service Clerk

Position Number: 750016045

Pay Grade: A04 Pay Range: 28,765-42,978

Proposed Effective Date: 27 February 2017

Type of Hire: (☑) New (☐) Promotional

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

DEPARTMENT APPROVAL:

Department Head Date 15 February 2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 2-15-17

Employee Benefit Manager

Sherrill Thomas Date 2-15-17

Finance Director

ADMINISTRATIVE APPROVAL:

________________ Date ________

County Administrator

Revised 12/14/2016

23.2

AGENDA

FEB 2 1 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate

DEPARTMENT HEAD: Malcolm Richard

SUPERVISOR: Malcolm Richard

POSITION INFORMATION:

Position Title: Customer Service Clerk

Position Number: 750016058

Pay Grade: A04 Pay Range: 28,765-42,978

Proposed Effective Date: 27 February 2017

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Department Head Date 15 February 2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 2-15-17

Employee Benefit Manager

Sherrill Thomas Date 2-15-17

Finance Director

ADMINISTRATIVE APPROVAL:

Date

County Administrator

Revised 12/14/2016

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AGENDA

FEB 2 1 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title: Deputy Sheriff Corporal

Position Number: 550429041

Pay Grade: PS2 Pay Range: $40,575 - $54,816

Proposed Effective Date: February 27, 2017

Type of Hire: (☐) New (☑) Promotional

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

DEPARTMENT APPROVAL:

Derrick Cunningham Date February 3, 2017

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 2/3/2017

Employee Benefit Manager

Sherrill Thomas Date 2/3/2017

Finance Director

ADMINISTRATIVE APPROVAL:

_______________________ Date __________

County Administrator

Revised 12/14/2016

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AGENDA

FEB 21 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham Sheriff

SUPERVISOR: Kevin Murphy Chief Deputy

POSITION INFORMATION:

Position Title: Deputy Sheriff Trainee

Position Number: 550430062

Pay Grade: PS1-4 Pay Range: 38,236

Proposed Effective Date: Feb 13, 2017

Type of Hire: (☑) New (☐) Promotional

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

DEPARTMENT APPROVAL:

Derrick Cunningham-- Sheriff Date 2/3/2017

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 2/3/2017

Employee Benefit Manager

Sherrill Thomas Date 2/3/2017

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date ________

County Administrator

Revised 12/14/2016

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 20

AGENDA
FEB 21 2017

Date: February 8, 2017
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, Alabama
Departure Date: March 23, 2017 Return Date: March 24, 2017
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend the ACCA Road and Bridge Course

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

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

Total (est.) Cost: $224.24 Advance Registration Required: $190.00
Department Name: County Commission Fund Name: General
Additional Comments: Registration - $190.00 Mileage $34.24

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

The above request is app. 2/21/17 reimbursement of actual and necessary expenses in the approximate amount of $224.24 and advance registration of $190.00 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:	$13,481.04
Budget Available:	$9,018.96
Current Requests:	$224.24
Budget Balance:	$8,794.72

______
Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/10/2017
cc: Finance Director / Buyer

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Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 22

AGENDA
FEB 21 2017

Date: February 14, 2017

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Alabama

Departure Date: May 9, 2017 Return Date: May 12, 2017

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: to attend the Alabama County Administrators Association Annual Conference

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

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

Total (est.) Cost: $1,234.58 Advance Registration Required: $185.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration-$185.00 Meals-$ 225.00 Mileage-$211.86 Hotel-$612.72
Administrator Mims is President of the Alabama County Administrators Association

---

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 2/21/17 reimbursement of actual and necessary expenses in the approximate amount of $1,234.58 and advance registration of $185.00 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:	$13,585.22
Budget Available:	$8,914.78
Current Requests:	$1,458.82
Budget Balance:	$7,455.96

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/15/2017

cc: Finance Director / Buyer

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Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 23

AGENDA
FEB 21 2017

Date: February 15, 2017
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, Alabama

Departure Date: April 19, 2017 Return Date: April 20, 2017

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: to attend the ACCA Financial Administration Course

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

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

Total (est.) Cost: $224.56 Advance Registration Required: $190.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration - $190.00 Mileage $34.56

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 2/21/17 reimbursement of actual and necessary expenses in the approximate amount of $224.56 and advance registration of $190.00 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:	$13,585.22
Budget Available:	$8,914.78
Current Requests:	$1,683.38
Budget Balance:	$7,231.40

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/15/2017
cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval
Request # 24

AGENDA
FEB 21 2017

Date: 02/16/2017
To: Donald L. Mims, Administrator
From: Donald L. Mims
Re: Approval for the following travel:

Destination: Washington, D.C.
Departure Date: 03/14/2017 Return Date: 03/16/2017
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Montgomery Area Chamber of Commerce Washington, D. C. Fly In

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

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

Total (est.) Cost: $969.00 Advance Registration Required: $0.00
Department Name: County Commission Fund Name: General
Additional Comments: Hotel - $329.00 Flights- $415.00 Meals- $225.00

To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
The above request is app. 2/21/17 reimbursement of actual and necessary expenses in the approximate amount of $969.00 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:	$13,585.22
Budget Available:	$8,914.78
Current Requests:	$2,652.38
Budget Balance:	$6,262.40

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/16/17
cc: Finance Director / Buyer

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Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 25

AGENDA
FEB 21 2017

Date: February 16, 2017
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Approval for the following travel:

Destination: Auburn, Alabama
Departure Date: 02/24/2017 Return Date: 02/24/2017
Conference Leave (Days / Hours): 1/2 day
Purpose of Travel: To attend the Alabama City/County Management Association Meeting

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

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

Total (est.) Cost: $29.96 Advance Registration Required: $0.00
Department Name: County Commission Fund Name: General
Additional Comments: Mileage- $29.96
Administrator Mims is President of the Alabama City/County Management Association

---

To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
The above request is app. 2/21/17 reimbursement of actual and necessary expenses in the approximate amount of $29.96 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:	$13,585.22
Budget Available:	$8,914.78
Current Requests:	$2,682.34
Budget Balance:	$6,232.44

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/16/17
cc: Finance Director / Buyer

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Revised 2/8/17

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 5

AGENDA
FEB 21 2017

Date: February 7, 2017
To: Donald L. Mims, Administrator
From: Janet Buskey/Revenue Commissioner
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: MONTGOMERY, AL
Departure Date: March 8, 2017 Return Date: March 10, 2017
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: BASIC MAPPING COURSE

Traveler (s) Name: 1. ANN BRANTLEY 4.
2. 5.
3. 6.

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

Total (est.) Cost: $275.00 Advance Registration Required: $275.00
Department Name: Revenue Commission Fund Name: General
Additional Comments:

TOTAL EST. COST: $ 275.00

To: Janet Buskey/Revenue Commissioner
From: Donald L. Mims, Administrator

The above request is app. 2/21/17 reimbursement of actual and necessary expenses in the approximate amount of $275.00 and advance registration of $275.00 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:	$1,746.20
Budget Available:	$2,653.80
Current Requests:	$275.00
Budget Balance:	$2,378.80

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/8/2017
cc: Finance Director / Buyer

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Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 5

AGENDA
FEB 21 2017

Date: February 13, 2017
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: March 8, 2017 Return Date: March 9, 2017

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Attend CROAA: Saftey For The County Revenue Officer Class
Will Earn 12 CPE Hours toward Initial CCRO Certification

Traveler (s) Name: 1. Ken Holmes 2. 3. 4. 5. 6.

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

Total (est.) Cost: $209.24 Advance Registration Required: $175.00

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

Additional Comments: Registration Fee $175.00; Lodging $0. Mileage $34.24. Meals $0.
Elective For CROAA Program Class Sponsored By The ACCA.

To: Terri Henderson, Revenue Manager
From: Donald L. Mims, Administrator

The above request is app. 2/21/17 reimbursement of actual and necessary expenses in the approximate amount of $209.24 and advance registration of $175.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51800.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$11,250.00
Approved Requests:	$1,944.72
Budget Available:	$9,305.28
Current Requests:	$209.24
Budget Balance:	$9,096.04

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/13/2017
cc: Finance Director / Buyer

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Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 6

AGENDA
FEB 21 2017

Date:	February 13, 2017
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

Departure Date: March 10, 2017 Return Date: March 10, 2017

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend ALTIST Certified Revenue Examiner Program Special Topics 1 (A.M.) Course And Special Topics 2 (P.M.) Course
8 Hrs CPE Toward 40 Hr Calendar Year CRE Requirements.

Traveler (s) Name:
1. Te'Rea Smith
2. Maxine Taylor
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	x	Other (Specify)	

Total (est.) Cost: $414.24 Advance Registration Required: $350.00

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

Additional Comments: Registration Fees $350.00 Total. Mileage $34.24 Total. Lodging $0. Meals $30.00 Total. ALTIST CRE Program Courses Sponsored By Auburn University Government & Economic Development Institute.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 2/21/17 reimbursement of actual and necessary expenses in the approximate amount of $414.24 and advance registration of $350.00 is authorized.

To be completed by the Finance Department	
Fund Code:	001-51800.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$11,250.00
Approved Requests:	$1,944.72
Budget Available:	$9,305.28
Current Requests:	$623.48
Budget Balance:	$8,681.80

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/13/2017

cc: Finance Director / Buyer

25-8

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 7

AGENDA
FEB 21 2017

Date: February 13, 2017

To: Donald L. Mims, Administrator

From: Terri Henderson, Revenue Manager

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, AL

Departure Date: April 7, 2017 Return Date: April 7, 2017

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend ALTIST Certified Revenue Examiner Program Special Issues For Sales And Use Tax Examination Course
8 Hours CPE Toward 40 Hour Calendar Year CRE Requirement.

Traveler (s) Name: 1. Twyla Jackson 2. 3. 4. 5. 6.

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

Total (est.) Cost: $278.81 Advance Registration Required: $175.00

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

Additional Comments: Registration Fees $175.00.. Mileage $88.81. Lodging $0. Meals $15.00.
ALTIST CRE Program Course Sponsored by Auburn University
Government & Economic Development Institure.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 2/21/17 reimbursement of actual and necessary expenses in the approximate amount of $278.81 and advance registration of $175.00 is authorized.

To be completed by the Finance Department	
Fund Code:	001-51800.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$11,250.00
Approved Requests:	$1,944.72
Budget Available:	$9,305.28
Current Requests:	$902.29
Budget Balance:	$8,402.99

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/13/2017

cc: Finance Director / Buyer

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Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 28

AGENDA
FEB 21 2017

Date: January 31, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Glynco, GA
Departure Date: March 26, 2017 Return Date: March 31, 2017
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend FLETC Active Shooter Instructor Program

Traveler (s) Name:
1. David Talley
2. Michael Morrow
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle	X	Commercial Air	
Private Vehicle		Other (Specify)	

Total (est.) Cost: $500.00 Advance Registration Required: $0.00
Department Name: Sheriff's Office Fund Name: 001-52110.265
Additional Comments:

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 2/21/17 reimbursement of actual and necessary expenses in the approximate amount of $500.00 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:	$15,658.27
Budget Available:	$9,341.73
Current Requests:	$500.00
Budget Balance:	$8,841.73

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/8/2017
cc: Finance Director / Buyer

25-10

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 29

AGENDA
FEB 21 2017

Date: February 10, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Anniston, AL

Departure Date: February 20, 2017 Return Date: February 25, 2017

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: attend FFO Course

Traveler (s) Name: 1. Willie Dunn 2. 3. 4. 5. 6.

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

Total (est.) Cost: $100.00 Advance Registration Required: $0.00

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

Additional Comments:

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 2/21/17 reimbursement of actual and necessary expenses in the approximate amount of $100.00 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:	$15,658.27
Budget Available:	$9,341.73
Current Requests:	$600.00
Budget Balance:	$8,741.73

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/10/2017
cc: Finance Director / Buyer

25-11

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

AGENDA
FEB 21 2017

Request # 30

Date: February 10, 2017

To: Donald L. Mims, Administrator

From: Sheriff Derrick Cunningham

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Norfolk, VA

Departure Date: March 26, 2017 Return Date: March 30, 2017

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: attend ROCIC Conference

Traveler (s) Name: 1. Wesley Richerson 2. 3. 4. 5. 6.

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

Total (est.) Cost: $675.00 Advance Registration Required: $0.00

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

Additional Comments: Most expences will be paid from SOP seized funds. MCSO will be paying for fuel, food and parking fees.

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 2/21/17 reimbursement of actual and necessary expenses in the approximate amount of $675.00 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:	$15,658.27
Budget Available:	$9,341.73
Current Requests:	$1,275.00
Budget Balance:	$8,066.73

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/10/2017

cc: Finance Director / Buyer

25-12

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval
Request # 32

AGENDA
FEB 21 2017

Date: February 15, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Auburn, AL
Departure Date: April 11, 2017 Return Date: April 12, 2017
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: attend 2017 LECC Conference

Traveler (s) Name:
1. Brian Fullard
2. Kyle Sage
3.
4.
5.
6.

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

Total (est.) Cost: $800.00 Advance Registration Required: $300.00
Department Name: Montgomery County Sheriff's Office Fund Name: 001-52110.265
Additional Comments:

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator
The above request is app. 2/21/17 reimbursement of actual and necessary expenses in the approximate amount of $800.00 and advance registration of $300.00 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:	$15,758.27
Budget Available:	$9,241.73
Current Requests:	$2,075.00
Budget Balance:	$7,166.73

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/15/17
cc: Finance Director / Buyer

25-13

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 33

AGENDA
FEB 21 2017

Date: February 15, 2017

To: Donald L. Mims, Administrator

From: Sheriff Derrick Cunningham

Re: Approval for the following travel:

Destination: Selma, AL

Departure Date: April 25, 2017 Return Date: April 26, 2017

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Instructor Training for ARIDE Course

Traveler (s) Name:
1. Rick Thompson
2.
3.
4.
5.
6.

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

Total (est.) Cost: $40.00 Advance Registration Required: $0.00

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

Additional Comments: fuel expense only

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 2/21/17 reimbursement of actual and necessary expenses in the approximate amount of $40.00 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:	$15,758.27
Budget Available:	$9,241.73
Current Requests:	$2,115.00
Budget Balance:	$7,126.73

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/15/2017

cc: Finance Director / Buyer

25-14

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 34

AGENDA
FEB 21 2017

Date: February 15, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Hoover
Departure Date: May 2, 2017 Return Date: May 2, 2017
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: attend Glock Armorers Course

Traveler (s) Name:
1. Tom Griffith
2. Kirk Harbin
3. Wesley Richerson
4.
5.
6.

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

Total (est.) Cost: $865.00 Advance Registration Required: $750.00
Department Name: Montgomery County Sheriff's Office Fund Name: 001-52110.265
Additional Comments:

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator
The above request is app. 2/21/17 reimbursement of actual and necessary expenses in the approximate amount of $865.00 and advance registration of $750.00 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:	$15,758.27	
Budget Available:	$9,241.73	
Current Requests:	$2,980.00	
Budget Balance:	$6,261.73	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/16/17
cc: Finance Director / Buyer

25-15

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 35

AGENDA
FEB 21 2017

Date:	February 15, 2017
To:	Donald L. Mims, Administrator
From:	Sheriff Derrick Cunningham
Re:	Approval for the following travel:

Destination: Prattville, AL

Departure Date: March 8, 2017 Return Date: March 9, 2017

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: attend 911 Program Conference

Traveler (s) Name: 1. Jon Briggs 2. 3. 4. 5. 6.

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

Total (est.) Cost: $200.00 Advance Registration Required: $175.00

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

Additional Comments:

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 2/21/17 reimbursement of actual and necessary expenses in the approximate amount of $200.00 and advance registration of $175.00 is authorized.

Donald L. Mims, Administrator

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:	$15,758.27
Budget Available:	$9,241.73
Current Requests:	$3,180.00
Budget Balance:	$6,061.73

Reviewed by: S. Thomas

Date: 2/16/17

cc: Finance Director / Buyer

25-16

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 13

AGENDA
FEB 21 2017

Date: February 15, 2017
To: Donald L. Mims, Administrator
From: Beverly Riddle Wise
Re: Approval for the following travel:

Destination: Birmingham, AL
Departure Date: March 31, 2017 Return Date: March 31, 2017
Conference Leave (Days / Hours): One day
Purpose of Travel: To attend the 11th Annual Adolescent Health Update Conference

Traveler (s) Name:
1. Sherunda Griffin
2. Ontkeno Boman
3. Patricia Strickland
4. Rhonda Wimbley
5. LaVennia Anthony
6. Natalie Mason,Ashlee London

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

Total (est.) Cost: $175.00 Advance Registration Required: $175.00
Department Name: Youth Facility Fund Name: 001-52603-265
Additional Comments: make check payable to Children's of Alabama

---

To: Beverly Riddle Wise
From: Donald L. Mims, Administrator
The above request is app. 2/21/17 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:	001-52603.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$13,000.00	
Approved Requests:	$4,239.99	
Budget Available:	$8,760.01	
Current Requests:	$175.00	
Budget Balance:	$8,585.01	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/15/2017
cc: Finance Director / Buyer

25-17

Revised 2/8/17

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 6

AGENDA
FEB 21 2017

Date: February 14, 2017
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Nashville, Tennessee
Departure Date: March 13, 2017 Return Date: March 15, 2017
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend the CareHere Symposium

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 handled by CareHere***

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

The above request is app. 2/21/17 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:	007-51120.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$15,000.00	
Approved Requests:	$1,732.54	
Budget Available:	$13,267.46	
Current Requests:	$0.00	
Budget Balance:	$13,267.46	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/15/2017
cc: Finance Director / Buyer

25-18

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 7

AGENDA
FEB 21 2017

Date: February 14, 2017
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Memphis, Tennessee
Departure Date: March 21, 2017 Return Date: March 23, 2017
Conference Leave (Days / Hours): (3) Days
Purpose of Travel: to attend the PRIMA's 2017 ERM Training

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: $1,305.61 Advance Registration Required: $0.00
Department Name: Risk Management Fund Name: Liability
Additional Comments: Training- $735.00 Mileage $ 345.61 Meals- $225.00

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

The above request is app. 2/21/17 reimbursement of actual and necessary expenses in the approximate amount of $1,305.61 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:	$1,732.54
Budget Available:	$13,267.46
Current Requests:	$1,305.61
Budget Balance:	$11,961.85

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/15/2017
cc: Finance Director / Buyer

2519

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

AGENDA
FEB 21 2017

Request # 15

Date: February 8, 2017
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 12, 2017 Return Date: April 12, 2017

Conference Leave (Days / Hours): 6 Hours

Purpose of Travel: Trenholm State Community College Job Fair

Traveler (s) Name:
1. Brittany Lopez
2. Renee Wood
3.
4.
5.
6.

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: Personnel Fund Name: Merit System

Additional Comments:

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

The above request is app. 2/21/17 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:	123-51961-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$25,000.00
Approved Requests:	$13,076.07
Budget Available:	$11,923.93
Current Requests:	$0.00
Budget Balance:	$11,923.93

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/10/2017
cc: Finance Director / Buyer

25-20

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 16

AGENDA
FEB 21 2017

Date: February 8, 2017

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: March 14, 2017 Return Date: March 14, 2017

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: to attend the 2017 Labor & Employment Law Seminar

Traveler (s) Name:
1. Carmen Douglas
2. Kaila Matney
3. Robbie Estes
4. Mark Willis
5. Cami Hacker
6.

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

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

Department Name: Personnel Fund Name: Merit System

Additional Comments:

To: Carmen Douglas, Director

From: Donald L. Mims, Administrator

The above request is app. 2/21/17 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:	123-51961-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$25,000.00
Approved Requests:	$13,076.07
Budget Available:	$11,923.93
Current Requests:	$0.00
Budget Balance:	$11,923.93

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/10/2017

cc: Finance Director / Buyer

25-21

Revised October 12, 2005

DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

AGENDA

FEB 21 2017

2017 FEB 10 AM 9:31

February 10, 2017

MEMORANDUM

TO: Mr. Donald Mims
County Administrator

FROM: Regina Walker, Grant Manager R.W.
Montgomery County Sheriff's Office

SUBJECT: Homeland Security Grant
5SHL Grant (Cooperative Agreement) - $25,000

I am requesting that the attached Cooperative Agreement be placed on the agenda for the February 21, 2017 County Commission meeting. After the agreements are approved and signed, please notify me.

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

RC/dc

Encls:

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

WWW.MONTGOMERYSHERIFF.COM

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

26-1

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

ROBERT BENTLEY
GOVERNOR

STAN STABLER
SECRETARY

KEVIN WRIGHT
DEPUTY SECRETARY

February 3, 2017

Derrick Cunningham
Montgomery County Sheriff Office
PO Box 4219
Montgomery, Alabama 36103

Dear Sheriff Cunningham,

This letter is notification that the Montgomery County Sheriff Office has been awarded a grant from the Alabama Law Enforcement Agency (ALEA) under the Homeland Security Grant Program. Awards made under the grant are for the purpose of conducting exercises, receiving training or the purchase of equipment for the department.

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

The submission of the Cooperative Grant Agreement is acceptance that the Sub-Grantee and Sub-Recipient will adhere to all certifications and regulations set in the agreement. The grant start date is March 1, 2017 and end date is March 31, 2018.

Any agency that receives an award under the Homeland Security Grant Program is required to submit quarterly reports and any other required documentation through the Homeland Security Point of Contact office. If there any questions concerning the allocation please contact Sharri Miller at (334) 353-1094 or email at sharri.miller@alea.alabama.gov.

Sincerely,

Shirrell Roberts

Shirrell Roberts
Homeland Security Director

26-2

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

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

<table>
<tr><td colspan="2">1. Sub-Grantee Name & Address:
MONTGOMERY COUNTY SHERIFF'S DEPARTMENT
115 S. PERRY ST
MONTGOMERY, AL 36104-4243</td><td colspan="2">2. Issuing Office & Address:
Alabama Law Enforcement Agency
P.O. Box 304115
Montgomery, AL 36130-4115</td></tr>
<tr><td>3. FY
2015</td><td>4. Amount of:
Federal: $25,000.00
Total: $25,000.00</td><td>5. Effective Dates
Begin: 3/1/2017
End: 3/31/2018</td><td>6. Award Number:
5SHL</td></tr>
</table>

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub- Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2015 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

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

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

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

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COOPERATIVE AGREEMENT
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8. Bidding Requirements: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with proper competitive bidding procedures as required by 2 CFR 200 Subpart D (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.

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

10. Terms of Grant Period: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than fifteen (15) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.

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

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

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

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

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

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

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

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14. Property Management Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

f. Other good cause shown.

29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY16 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY16 Homeland Security Grant Program funding.

a. The Sub-Grantee of FY16 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

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

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

31. Budget Detail Worksheet (BDW):

a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the US DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total $1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

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

32. Metropolitan Medical Response System (MMRS):

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

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

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b. Budget detail worksheets will document program expenses as prescribed in other sections of the Homeland Security Grant Program guidance. Budget detail worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.

33. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.

34. Overtime and Backfill: Sub-Grantees must read and comply with the funding restrictions provided in FY16 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

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

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

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

36. Reporting Requirement: The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifth teen (15) days after the end of each quarter. The Sub-Grantee agrees to submit a Final Report thirty days (30) after the grant end date.

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

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CERTIFICATION BY THE SUB-GRANTEE

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

Name: Derrick Cunningham

Title: Sheriff

Agency Address: 115 South Perry St Montgomery, AL 36104

Phone Number: (334) 832-1646

Fax Number: (334) 832-7113

Mobile Number: (334) 850-1329

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

Signature: D C Date: 2/9/17

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name:

Title:

Agency Address:

Phone Number:

Signature: Date:

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

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

Name:

Title, Agency, Agency Address, Phone Number:

Signature: Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Stan Stabler

Title: Secretary, Alabama Law Enforcement Agency

Signature: Stan Stabler Date: 2-1-2017

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

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

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

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

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

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

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

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

   A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Initial Here D. C 2613

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: Title:

Signature:

Initial Here DC 2-26-14

AGENDA

FEB 21 2017

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

FOR THE

Davis Program

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

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

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

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

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

Section 1. Purpose. The Company hereby agrees to undertake the development, operation and management responsibilities of the Davis Treatment Center to include a community day reporting/treatment program, Parent Project program, and Transitions program. The Company agrees to operate the Program under the terms of this Agreement at such time agreed to by the Company and the Contracting Authority and established as set out herein. The operation of the Program will be in accordance with the required terms and conditions provided within the Request For Proposal # 52601-17P-005.

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

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

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

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

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

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

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

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

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

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

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

Section 13. **Compensation for Services.** The Contracting Authority hereby agrees to pay the Company, as compensation for their services related to this Agreement, for the period commencing on **March 1, 2017** and ending **September 30, 2017,** the sum of **$271,250** dollars, payable in monthly installments of **$38,750.00.**

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

Section 14. **Billing for Services.** The Company will submit an invoice to the Contracting Authority monthly for services provided during the month in accordance with the Request for Proposal #52601-17P-005. Payment for the services invoiced is due within 10 days of receipt of the invoice by the Contracting Authority.

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

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

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

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

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

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

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

To the Contracting Authority:

Beverly Wise
Montgomery County Family Court
P.O. Box 9219
1111 Airbase Blvd
Montgomery, AL 36108-9219

To the Company:

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

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

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

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

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

ATTEST:
The Bridge, Inc.

By:______________________________ **Date:**________________
Tim Naugher, Executive Director

ATTEST:
The Montgomery County Commission

By:______________________________ **Date:**________________

M O N T G O M E R Y

AGENDA

FEB 21 2017

February 14, 2017

Members of the Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting for Chamber representatives to appear before the Montgomery County Commission on Tuesday February 21, 2017 in executive session. Please be advised that we have reviewed the commerce or trade matter which the Montgomery County Commission proposes to discuss in executive session. It is our opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

Pursuant to Section 7(a)(7) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,

Ellen G. McNair, CEcD
Senior Vice President
Corporate Development

BUILDING BUSINESS BUILDING THE River REGION

POST OFFICE BOX 79 · MONTGOMERY, AL 36101
TEL 334.834.5200 · WWW.MONTGOMERYCHAMBER.COM

281

ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

	For Reference, See	
☐ 1. Convene An Open Meeting	Page 21	Section IV (A) 1
☐ 2. Enter a motion stating the reason for the Executive Session.	Page 21	Section IV (A) 2
Executive Sessions may only be called for one of the following reasons:		
a. General Reputation and Character, Job Performance, or Salaries / Compensation	Page 21	Section IV (B) 1
b. Formal Complaints or Charges Against an Individual or Legal Entity	Page 23	Section IV (B) 2
c. Discussion with the Government Body's Attorney	Page 23	Section IV (B) 3
d. Security Plans and Measures	Page 24	Section IV (B) 4
e. Criminal Investigation and the Identity of an Undercover Agent or Informer	Page 25	Section IV (B) 5
f. Negotiations to Buy / Sell / Lease Real Property	Page 25	Section IV (B) 6
g. Preliminary Negotiations in Trade Competition	Page 26	Section IV (B) 7
h. Negotiations Between The Body and a Group of Public Employees	Page 27	Section IV (B) 8
i. Discuss and Vote Upon a Public or Contested Case Hearing	Page 27	Section IV (B) 9
☐ 3. Receive a Written or Oral Declaration (if necessary). a. Written Declarations are required for these Executive Sessions: I. Discussion with the body's attorney concerning options for, and ramification of, litigation, mediation, or arbitration. II. Discussions that would disclose the identity of an undercover informant or that focus on criminal investigations of non-public officials. III. Discussions concerning the negotiations between the body and a group of public employees. b. It is required that a designated person certify that the Executive Session is warranted for these specific reasons before the body votes to go into Executive Session.	Page 20	Section IV (A) 4
☐ 4. Vote to go into Executive Session a) The vote must be open/public; and b) Each member must openly give his/her individual vote.	Page 20	Section IV (A) 4
☐ 5. Enter a Statement Concerning Reconvention	Page 21	Section IV (A) 5

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, March 6, 2017, at 8:00 in the morning.

Donald L. Mann
Administrator

Elton N. Dean, Jr.
Chairman