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Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

May 2, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the May 6, 2019
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, May 6, 2019, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

The Association of County Administrators of Alabama (ACAA) will have its Summer Conference this Wednesday, May 8, 2019 through Friday, May 10, 2019. The Examiners of Public Accounts and ACCA staff will make presentations regarding the implementation of changes in Alabama law concerning counties and other current issues. I serve on the board of directors and will be attending this conference. If I can be of any assistance, please call me on my cell phone.

Enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' Miscellaneous Appropriations.

Appropriations to be Discussed

- Sheriff's Office Show and Tell Summer Camp - \$10,000 (**General Information Item 12**)
- Alabama State University – Skycap Program - \$20,000 (**Future Agenda Item 2**) (**On 2/20/18, the Commission appropriated \$10,000 from the Joint Designated Revenue and on 6/18/18, the Commission appropriated \$7,500 from the Joint Designated Revenue. On 5/21/18, Commissioner Sankey appropriated \$1,500 from his Miscellaneous Appropriations - Agencies and on 6/4/18, Commissioner Sankey appropriated \$1,000 from his Miscellaneous Appropriations Agencies Account) All of the appropriations equal \$20,000 from last year.**

A COUNTY OLDER THAN THE STATE

- City/County Public Library - Dinner on Dexter Event - \$5,000 Sponsorship Package **(General Information Item 13)**
- Jefferson Davis High School - **(General Information Item 14)**
 - Teacher Appreciation Week (No specific amount) **(Last Year, Chairman Dean and Commissioner Harris appropriated \$1,500 each for a total of \$3,000 for this event)**
 - Grad Night – Six Flags/White water Tickets - \$6,000

1. County Commission Information Session Schedule for May 6, 2019

Items to Consider for the Monday, May 20, 2019 Montgomery County Commission Regular Meeting Agenda

2. Consider Authorization of Budget Change Request Number 15 to Alabama State University in the Amount of \$20,000 for the Skycap Program, County Commission Appropriations **(On 2/20/18, the Commission appropriated \$10,000 from the Joint Designated Revenue Account, and on 6/18/18, the Commission appropriated \$7,500 from the Joint Designated Revenue Account for this event. On 5/21/18, Commissioner Sankey appropriated \$1,500 from his Miscellaneous Appropriations from Agencies Account and on 6/4/18, Commissioner Sankey appropriated \$1,000 from his Miscellaneous Appropriations from Agencies Account for this event.)**
3. Consider Authorization of Amendment Number 1 to Contract with SHI International Corporation regarding a One (1) Year Extension, beginning May 31, 2019 and ending on May 30, 2020 and a 5% Price Increase for Computer Hardware Maintenance, Contract Number 51965-18B-011, Information Systems
4. Consider Authorization of Intersection Improvement Study Agreement with Sain Associates, Inc., regarding Wares Ferry Road at Dozier Road and Pike Road at Meriwether/Wallahatchie Road, Project No. STPAA-5117 (251), Engineering Department
5. Consider Authorization of Board Member Appointment, Montgomery County Community Punishment & Corrections Authority
6. Consider Authorization of Nomination of Persons for Consideration as Board Members of the County Board of Equalization, County Commission **(Deadline for Nominations is August 15, 2019)**
7. Consider Authorization of Subgrant Agreement for Low Income Weatherization Assistance Program, LIWAP-028-19, County Commission

8. Consider Authorization of Amendment Number 1 to the Integrated Behavioral Healthcare Services Agreement with American Behavioral Benefits Managers, LLC, regarding Administration of Substance Abuse Services previously Administered by Bradford Health Services, Risk Management
9. Consider Authorization of Amendment Number 1 to Contract with LogoBrander, Inc., regarding a One (1) Year Extension, beginning July 23, 2019 and ending on July 22, 2020 for Polo Shirts, Contract Number 52110-18B-022, Sheriff's Office
10. Consider Authorization of Amendment Number 1 to Contract with Bonded Filter Co., LLC, regarding a One (1) Year Extension, beginning July 1, 2019 and ending on June 30, 2020 and a 5% Price Increase for Air Filters and Services, Contract Number 51901-18B-019, Support Services
11. Consider Authorization of Final Pay Application from Complete Demolition Services, LLC, for Demolition of Property in Grady, AL, County Commission

General Information

12. Copy of Memorandum from Grant Manager Regina Walker **requesting \$10,000** for the 2019 Show and Tell Summer Camp **(On 6/17/13, Chairman Dean, Commissioner Harris, Commissioner Ingram and Commissioner Polizos appropriated \$500 each for a total of \$2,000 for this event)**
13. Copy of Email regarding the City/County Public Library *Dinner on Dexter* Event
14. Copies of Letters from Jefferson Davis High School requesting Funding for **Teacher Appreciation Week (No specific amount) (Last Year, Chairman Dean and Commissioner Harris appropriated \$1,500 each for a total of \$3,000 for this event) and Grad Night – Six Flags/Whitewater Trip \$6,000**
15. Copy of Memorandum from District Attorney Daryl Bailey regarding a Proposal to Create a Cold Case Unit in the Montgomery County District Attorney's Office
16. Copy of Request for Proposal for Detainee Medical Services at the Montgomery County Youth Facility
17. Copy of Election Budget Information
18. Copy of Letter from Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce regarding an Executive Session concerning a Commerce or Trade Matter
19. Copy of Fraud and Related Party Transactions Letter from the Examiners of Public Accounts regarding the Emergency Management Communications District Board Audit for the period October 1, 2016 – September 30, 2018. **I will provide a draft response letter to you at Monday's meeting.**

Montgomery County Commission
Page 4
May 2, 2019

20. Copy of Schedule of Upcoming Bids/Contract Renewals for 2019

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
MAY 6, 2019

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. District Attorney Daryl Bailey – Presentation regarding Proposal to Create a Cold Case Unit in the Montgomery County District Attorney's Office (**General Information Item 15**)
- 8:20 a.m. Sheriff Derrick Cunningham – Presentation **requesting \$10,000** for the 2019 Show and Tell Summer Camp (**General Information Item 12**)
- 8:25 a.m. Chief Information and Technology Officer Lou Ialacci – Presentation regarding Amendment Number 1 to Contract with SHI International Corporation regarding a One (1) Year Extension, beginning May 31, 2019 and ending on May 30, 2020 and a 5% Price Increase for Computer Hardware Maintenance, Contract Number 51965-18B-011 (**Future Agenda Item 3**)
- 8:30 a.m. County Engineer George Speake – Presentation regarding Intersection Improvement Study Agreement with Sain Associates, Inc., regarding Wares Ferry Road at Dozier Road and Pike Road at Meriwether/Wallahatchie Road, Project No. STPAA-5117 (251) (**Future Agenda Item 4**)
- 8:35 a.m. Manager of Public Affairs Hannah Hawk – Update regarding Public Affairs
- 8:40 a.m. Chief Probation Officer Beverly Wise and Juvenile Detention Director Brandi Alexander – Presentation regarding Request for Proposal for Detainee Medical Services at the Montgomery County Youth Facility (**General Information Item 16**)
- 8:45 a.m. City Councilman Arch Lee and Executive Director Ashley Gorum with Montgomery March of Dimes – Presentation regarding the Program
- 9:00 a.m. Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce and Attorney Riley W. Roby with Balch & Bingham, LLP – Executive Session regarding a Commerce and Trade Matter (**General Information Item 18**)
- 9:30 a.m. Formal Session
- 10:00 a.m. Adjourn

BUDGET CHANGE REQUEST

Request Number: 15

DEPARTMENT:	<u>County Commission Appropriations</u>	REQUESTED BY: Donald L. Mims	4/22/19
		Elected Official/Dept. Head	Date

FINANCE REVIEW:	REVIEWED BY:	<u>Sherrill Thomas</u>	<u>4/25/19</u>
		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 State University	001-58300.458	0	20,000	20,000
In House Misc. Appropriations	001-59310.498	37,692	(20,000)	17,692
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 37,692	\$ 0	\$ 37,692

JUSTIFICATION: To budget for an appropriation to Alabama State University for the Skycap program.

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *m ls*

DATE: April 11, 2019

RE: Contract No. 51965--18B-011
Computer Hardware Maintenance

I request that the attached Amendment No. 1 to SHI International Corporation contract for computer hardware maintenance be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning May 31, 2019 and ending on May 30, 2020.

SHI International Corporation would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Lou Ialacci, Chief Information and Technology Officer.

Attachment

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

Amendment
To
Contract # 51965-18B-011

Amendment No. 1

Contract for SHI International Corporation is hereby extended for one (1) year beginning May31, 2019 and ending May 30, 2020.

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

All other provisions of the contract will remain the same.

WITNESS:

SHI INTERNATIONAL CORPORATION

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

ELTON N DEAN, SR.
Chairman

Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.

Isaiah Sankey

Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190

WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

April 30, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
4/30/2019

SUBJECT: Approval of Intersection Improvement Study Agreement
Wares Ferry Road at Dozier Road and Pike Road at Meriwether/Wallahatchie Road
Project No. STPAA-5117 (251)

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between Sain Associates, Inc. and Montgomery County for above subject project. The cost of this project is 80% MPO Federal Funds with a 20% match. The matching funds are included in the Engineering Department's current FY 2019 budget.

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

GCS/gcs

Attachment

cc: File

WORK AUTHORIZATION



SAIN
ASSOCIATES

TO: Kevin Boone, P.E.
Montgomery County Assistant Engineer
100 South Lawrence Street
Montgomery, Alabama 36102

Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243
Telephone: (205) 940-6420
www.sain.com

FROM: Jennifer G. Brown, P.E., RSP
Alicia Bailey, P.E.

DATE: April 29, 2019

SUBJECT: Intersection Improvement Study: Wares Ferry Road at Dozier Road and Pike Road at Meriwether/Wallahatchie Road

PROJECT #: STPAA-5117(251); SA#180163

I. **SCOPE**

Per AS NEGOTIATED scope dated April 23, 2019 (enclosed)

II. **BUDGET**

\$47,728 per AS NEGOTIATED mandays dated April 23, 2019 (enclosed)

III. **STATUS**

We are available to begin work immediately following notice to proceed from you.

IV. **TERMS AND CONDITIONS**

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

V. **PROPOSAL LIMITATIONS**

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).



Sincerely,
SAIN ASSOCIATES, INC.

A handwritten signature in black ink that reads "Jennifer G. Brown". The signature is written in a cursive, flowing style.

Jennifer G. Brown, P.E., RSP
Project Manager
AL#32726

A handwritten signature in black ink that reads "Alicia Bailey". The signature is written in a cursive, flowing style.

Alicia Bailey, P.E.
Team Leader
AL#26339

Enclosures: Terms & Conditions, (Sch. 2019)
As Negotiated Scope
As Negotiated Manday Estimate

APPROVED:
MONTGOMERY COUNTY

By: _____
Authorized Representative

Printed Name, Title

Date

ATTEST:
MONTGOMERY COUNTY ADMINISTRATOR

By: _____

Printed Name

Date

SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Rates:

Principal	\$180.00 - \$200.00 per Hour
Engineer/Planner	\$98.00 - \$152.00 per Hour
GIS Professional	\$110.00 per Hour
Designer	\$82.00 - \$117.00 per Hour
Surveyor	\$93.00 - \$130.00 per Hour
Survey Crew (1-Person)	\$90.00 per Hour
Survey Crew (2-Person)	\$140.00 per Hour
Survey Crew (3-Person)	\$180.00 per Hour
Survey Crew (Overtime, Holidays - 2-Person)	* \$180.00 per Hour
Survey Crew (Overtime, Holidays - 3-Person)	* \$220.00 per Hour
Survey Per Diem	\$150.00 per person per Night
Administrative Support	\$60.00 per Hour

* Overtime rate is based on working over 8 hours a day.

Reimbursable Expenses

Printing, contract carrier service, and travel expenses are not included within our basic fee and will be passed along to you at our cost, plus 10%.

Payment

To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. If any payment due for services and expenses hereunder is not made in full within thirty (30) days after receipt of invoice, the amounts due Sain Associates, Inc., shall include a charge at the rate of 1 1/2% per month from said thirtieth (30th) day, plus attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. In addition, we reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

AL Immigration Law Compliance

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 there from.

Standard of Care

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

Responsibility of the Client

Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Jobsite Safety/Construction Phase Services

The Contractor has sole responsibility for jobsite safety and construction means and methods, not the design professional. The Consultant/design professional is not responsible for the acts or omissions of any contractor, subcontractor or material supplier.

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Dispute Resolution

Client and Sain Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then it is agreed that AAA (American Arbitration Association) will appoint mediator.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Schedule 2019



July 24, 2018; Revised April 4, 2019; Revised April 23, 2019 (As Negotiated)

Kevin Boone, P.E.
Montgomery County Assistant Engineer
100 South Lawrence Street
Montgomery, Alabama 36102

**Subject: Intersections Study
Montgomery County
SA #18-0163**

Dear Kevin:

Thank you for the opportunity to provide this scope of work to perform an intersection study for two (2) sites in Montgomery County. The following scope of work is based upon information discussed during our phone conversation on June 27, 2018. It is our understanding that we have been tasked with performing traffic engineering services for the assessment of two (2) sites: Wares Ferry Road at Dozier Road and Pike Road at Wallahatchie Road and Meriwether Road. Due to the proximity of the Pike Road/Wallahatchie Road intersection and the Pike Road/Meriwether Road intersection, they will be treated as one site. The purpose of this study is to evaluate existing and future traffic operations, identify potential improvement alternatives, and estimate costs for improving each site in order to assist the County in their decision-making and planning process. The following two (2) sites will be studied:

Site 1: Wares Ferry Road at Dozier Road



Site 2: Pike Road at Wallahatchie Road and Meriwether Road



Project Tasks

The project tasks and subtasks required to address the scope of work shall include the following:

Task 1: Existing Conditions Evaluation

- 1-A. Obtain available aerial photography, GIS data, and utility contacts/maps from Montgomery County.
- 1-B. Develop a project base map from aerial photography and GIS data for each study site.
- 1-C. Identify available utility data from utility contacts/maps.
- 1-D. Collect and review traffic counts at each study site. Traffic Counts as described below will be collected by sub-consultant, Quality Counts. Their fee estimate is attached.
 - a. Site 1: Wares Ferry Road at Dozier Road
 - Analyze tube count data previously collected by Montgomery County
 - Collect thirteen (13) hours of turning movement counts (6:00 AM to 7:00 PM) with vehicle classification on a weekday and a Saturday
 - Analyze the collected traffic information to summarize traffic volume, vehicle classification, peak hour factor, and directional distribution for use in evaluating potential build options.
 - b. Site 2: Pike Road at Wallahatchie Road and Meriwether Road
 - Collect 24-hour weekday volume tube counts at one location to determine ADT
 - Collect thirteen (13) hours of turning movement counts (6:00 AM to 7:00 PM) with vehicle classification on a weekday
 - Analyze the collected traffic information to summarize traffic volume, vehicle classification, peak hour factor, and directional distribution for use in evaluating potential build options.
- 1-E. Conduct peak hour field observations and a field review at each study site.
- 1-F. Conduct peak hour capacity analysis for existing conditions for each study site.
- 1-G. Request crash data from CARE, analyze crash patterns and prepare collision diagrams for each study site
- 1-H. Document existing conditions with text, tables, and graphics.

Task 2: Future Conditions Evaluation

- 2-A. Meet with Pike Road School Board, Pike Road Engineer, and Montgomery County to discuss planned future development.
- 2-B. Establish a background annual growth rate to apply to existing traffic volumes.
- 2-C. Prepare future traffic volumes for both study sites by applying background growth and/or traffic estimated from planned future development.
- 2-D. Conduct peak hour capacity analysis for future no-build conditions for each study site and identify operational deficiencies.
- 2-E. Document future no-build conditions with text, tables and graphics.

Task 3: Improvement Alternatives Analysis and Documentation

- 3-A. Develop a purpose and need statement for each study site and develop up to two (2) future build alternatives for each study site to satisfy purpose and need.
- 3-B. Conduct peak hour capacity analysis for each alternative at each study site.
- 3-C. Assess potential right-of-way issues for each alternative at each study site.
- 3-D. Perform a pre-NEPA screening for each alternative at each study site to identify potential environmental red-flags. Pre-NEPA screening to include research to identify the following:
 - a. Historic properties
 - b. Publically owned properties (parks, recreation areas, refuges, etc.)
 - c. Threatened and endangered species
 - d. Streams and Wetlands

Montgomery County Intersections

July 24, 2018 ; Revised April 4, 2019 ; Revised April 23, 2019

Page 3

- e. Prime and Unique Farmlands
- f. Hazardous Materials
- g. Environmental Justice
- 3-E. Prepare a 2D concept plan for each alternative at each study site.
- 3-F. Prepare an evaluation matrix to compare each alternative at each study site.
- 3-G. Present alternatives to Montgomery County and Stakeholders.
- 3-H. Identify the preferred alternative for each study site.
- 3-I. Prepare a preliminary opinion of probable cost for the preferred alternative for each study site.
- 3-J. Identify applicable funding sources for improvement alternatives.
- 3-K. Prepare report documenting alternatives analysis process and study findings.
- 3-L. Submit the draft final document to Montgomery County.
- 3-M. Revise the final document based on review comments.
- 3-N. Submit the final document.

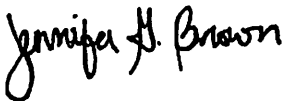
Scope Exclusions

The following services are not included in this scope of services:

- Survey
- Environmental Document
- Construction drawings
- Detailed road or utility design
- Neighborhood or business association meetings
- A Public Involvement Meeting as it will be included in the Environmental Phase should the project move forward
- Any other services not specifically listed in the project Scope of Work

If you have any questions or need any additional information, please contact us at (205) 263-2159.

Sincerely,



Jennifer G. Brown, P.E.
Project Manager
AL. Reg. No. 32726



Alicia Bailey, P.E.
Team Leader
AL#26339

4/29/2019

Alabama Department of Transportation

12:55 PM

Project No. STPAA-5117(251) County Montgomery Description Intersections Study Scope of Work Wares Ferry Road and Dozier Road; Pike Road and Wallahatchie Road/Merlwether Road Project Length 0.00 Miles Consultant Sain Associates, Inc.					
Intersections Study	Engineer	Engineer. Tech.	Environment	Environ. Tech.	Clerical
Task A: Existing Conditions Evaluation					
A-1 Obtain available aerial photography, GIS Data, and utility contacts/maps from Mont. Co.	0.25	0.00	0.00	0.00	0.00
A-2 Prepare Base Maps for each site	0.25	0.50	0.00	0.00	0.00
A-3 Identify available utility data from utility contacts/maps	0.00	0.50	0.00	0.00	0.00
A-4a Collect and Review Traffic Counts for Site 1	0.25	0.00	0.00	0.00	0.00
A-4b Collect and Review Traffic Counts for Site 2	0.25	0.00	0.00	0.00	0.00
A-5 Conduct peak hour field observations for existing conditions at each study site	0.00	2.00	0.00	2.00	0.00
A-6 Conduct peak hour capacity analysis for existing conditions at each study site	0.25	1.00	0.00	0.00	0.00
A-7 Request crash data, analyze crash patterns, & prepare collision diagrams for each site	0.25	1.00	0.00	0.00	0.00
A-8 Document existing conditions with text, tables, and graphics	0.25	1.00	0.25	0.25	0.00
Task A Totals	1.75	6.00	0.25	2.25	0.00
Task B: Future Conditions Evaluation					
B-1 Meet with Pike Road School Board, Pike Road Engineer, and Montgomery County	0.50	0.50	0.00	0.00	0.00
B-1 Establish background annual growth rate	0.25	0.50	0.00	0.00	0.00
B-2 Prepare future traffic volumes for each study site	0.25	1.00	0.00	0.00	0.00
B-3 Conduct peak hour capacity analysis for future no-build & identify operational deficiencies	0.25	1.00	0.00	0.00	0.00
B-4 Document future no-build conditions with text, tables, and graphics	0.25	0.50	0.00	0.00	0.00
Task B Totals	1.50	3.50	0.00	0.00	0.00
Task C: Improvement Alternatives Analysis and Documentation					
C-1 Develop up to 2 future build alternatives for each study site (4 Total Alts)	0.50	1.50	0.50	1.00	0.00
C-2 Conduct peak hour capacity analysis for each alternative at each study site	0.25	2.00	0.00	0.00	0.00
C-3 Assess potential ROW issues for each alternative at each study site	0.25	0.50	0.00	0.00	0.00
C-4 Perform pre-NEPA screening for each alternative at each study site	0.25	0.00	0.50	1.00	0.00
C-5 Prepare a 2D concept plan for each alternative at each study site.	0.25	2.00	0.25	2.00	0.00
C-6 Prepare an evaluation matrix for each study site	0.25	0.00	0.50	0.25	0.00
C-7 Present alternatives to Montgomery County	0.50	0.50	0.50	0.50	0.00
C-8 Identify the preferred alternative for each study site	0.25	0.25	0.25	0.25	0.25
C-9 Prepare a preliminary opinion of probable cost for the preferred alt. for each study site	0.25	2.00	0.00	0.00	0.00
C-10 Identify applicable funding sources for improvement alternatives	0.00	0.00	0.25	0.25	0.00
C-11 Prepare report documenting study findings	0.50	2.00	0.25	1.00	0.00
C-12 Submit draft document	0.25	0.00	0.00	0.00	0.25
C-13 Revise the final document based on review comments	0.50	1.00	0.25	0.25	0.00
C-14 Submit final document	0.25	0.00	0.00	0.00	0.25
Task C Totals	4.25	11.75	3.25	6.50	0.75
TOTALS	7.50	21.25	3.50	8.75	0.75

Form Revised 1-3-13

4-10

Project No. STPAA-5117(251)			
County Montgomery			
Description Intersections Study			
Scope of Work Wares Ferry Road and Dozier Road; Pike Road and Wallahatchie Road/Meriwether Road			
Project Length 0.00 Miles			
Consultant Sain Associates, Inc.			
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng. & Env.)	1.10	\$ 399.84	\$ 439.82
Engineer	7.50	\$ 472.86	\$ 3,546.45
Engineering Technician/CADD	21.25	\$ 254.16	\$ 5,400.90
Environmental	3.50	\$ 402.32	\$ 1,408.12
Environmental Technician	8.75	\$ 266.40	\$ 2,331.00
Clerical	0.75	\$ 187.20	\$ 140.40
Total Direct Labor			\$ 13,266.69
Combined Overhead (%)	188.64		\$ 25,026.28
Out-of-Pocket Expenses**			\$ 777.48
Sub-Total			\$ 39,070.45
Operating Margin (10%)			\$ 3,907.05
Sub-Total			\$ 42,977.50
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Quality Counts		\$	4,470.00
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	223.50
Sub-Total			\$ 47,671.00
Facilities Capital Cost of Money (% of Direct Labor)	0.43	\$	57.05
TOTAL FEE			\$ 47,728.05

**See Grand Total Fee sheet

4-11

Project No. STPAA-5117(251)					
County Montgomery					
Description Intersections Study					
Scope of Work	Wares Ferry Road and Dozier Road; Pike Road and Wallahatchie Road/Meriwether Road				
Project Length	0.00 Miles				
Consultant Sain Associates, Inc.					
Out-of-pocket Expenses (Corridor Study)					
TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
Field Observations & Field Review (Wares Ferry Road/Dozier Road)	1	206	\$0.580	\$ 119.48	
Field Observations & Field Review (Pike Road/Wallahatchie Road/Meriwether Road); meet with Pike Road School Board, Pike Road Engineer, and Montgomery Co.	1	194	\$0.580	\$ 112.52	
Meeting to present alternatives	1	171	\$0.580	\$ 99.18	
	0	0	\$0.580	\$ -	
Total Mileage Cost				\$ 331.18	
Subsistence Cost	Days	# People	\$/Day	Total	
Travel allowance (6 hour trips)	3	2	\$11.25	\$ 67.50	
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -	
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -	
Travel allowance (overnight)***	0	0	\$75.00	\$ -	
Total Subsistence Cost				\$ 67.50	
Total Travel Cost				\$ 398.68	
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Materials for Field Review	2	3	6	\$ 0.40	\$ 2.40
Materials for Meeting with Pike Road and County	6	10	60	\$ 0.40	\$ 24.00
Present Alternatives	1	4	4	\$ 2.10	\$ 8.40
Draft Report 8.5x11	3	100	300	\$ 0.20	\$ 60.00
Draft Report 11x17	3	10	30	\$ 0.40	\$ 12.00
Final Report 8.5x11	3	100	300	\$ 0.20	\$ 60.00
Final Report 11x17	3	10	30	\$ 0.40	\$ 12.00
Total Printing/Reproduction Cost					\$ 178.80
Communication Cost (telephone, fax, etc.)					Total
					\$ -
Postage Cost (overnight, stamps, etc.)					Total
Shipping and Handling of Summittals					\$ 200.00
Other (provide description on next line)					Total
					\$ -
Total Out-of-pocket Expenses					\$ 777.48
Comments:					

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

4-12



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHEAST REGION
OFFICE OF REGION ENGINEER
CAPITOL COMMERCE CENTER
100 CAPITOL COMMERCE BLVD.
SUITE 210, BUILDING B
MONTGOMERY, ALABAMA 36117

Telephone: (334) 353-6850 FAX: (334) 801-9804



John R. Cooper
Transportation Director

April 25, 2019

Mr. Kevin Boone, P.E.
Montgomery County Assistant Engineer
100 S. Lawrence Street
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Mr. Boone:

Re: Project No. STPAA-5117 (251)
Intersection Improvement Study: Wares Ferry Road at Dqzier Road and
Pike Road at Meriwether/Wallahatchie Road
City of Montgomery

Reference is made to your recent letter, regarding Transportation Support Services man/day and fee proposal for Montgomery County on the above-referenced project.

The amount for this work will be \$47,728.00. The overhead rate and operating margin have previously been approved by the Bureau of Finance and Audits, External Audit Section.

The County may proceed to enter into an agreement with Sain Associates, Inc. **This is not an authorization to begin work. Do not begin work until you are notified to do so by your Local Transportation Section – Montgomery area.** Please let me know if you have any questions.

Sincerely,

Aaron T. White, P.E.
Southeast Region
Consultant Management Engineer

ATW/ms
Attachment

cc: Mr. David Bollie, P.E.
File

4-13

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

May 2, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery County Community Punishment & Corrections Authority Board Appointment

The Montgomery County Commission, at its meeting on April 22, 2019, discussed an appointment to the Montgomery County Community Punishment & Corrections Authority. Commissioner Harris stated that he is still working for a replacement for Larry Spencer who is moving and could not serve another term.

The Commission will be discussing this item at Monday's meeting.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Community Punishment & Corrections Authority

Members:**Term Expires:**

Robert E. L. (Bobo) Gilpin
 Kaufman Gilpin McKenzie Thomas Weiss, PC
 P.O. Drawer 4540
 Montgomery, Alabama 36103-4540
 Direct Dial: 334-409-2236
 Email: rgilpin@kgmlegal.com

12/1/2021

Carolyn Millender
 3552 Dee Drive
 Montgomery, AL 36116
carmil1908@knology.net
 Home: 281-2108 Cell: 313-1653

12/1/2019

Daniel Harris
 3857 Colline Drive
 Montgomery, AL 36106
 Home: (334) 239-7351

12/1/2019

Frank Brown, Chairman
 PO Box 6101
 Montgomery, AL 36106-6101
 Cell: 224-2281 Work: 353-4609

12/1/2021

James E. Williams
 P.O. Drawer 5130
 Montgomery, AL 36103
 Home: 834-4746 Work: 263-6621

12/1/2021

Perry O. Hooper, Jr.
 4525 Executive Park Drive, Suite #202
 Montgomery, AL 36116
 Work: 334-409-3119
 Cell: 334-391-0554
perryo@paolmarins.com

12/1/2021



Larry Edward Spencer
 6414 Philadelphia Hill
 Montgomery, AL 36117
 Phone: 270-5538
lspencer@alasu.edu

12/1/2018

District Attorney Daryl Bailey
 Work: 832-2550

12/1/2022

Sheriff Derrick Cunningham
 Work: 832-2593

12/1/2022

Sheriff
 District Attorney
 All others

4 year term
 6 year term
 3 year term



VERNON BARNETT
Commissioner

State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

JOE W. GARRETT, JR.
Deputy Commissioner
CURTIS E. STEWART
Deputy Commissioner
MICHAEL D. GAMBLE
Deputy Commissioner
DONALD J. GRAHAM
Deputy Commissioner

March 1, 2019

MTGY CO. COMMISSIONER
MAR 8 '19 AM 8:38

TO ALL COUNTY GOVERNING BODIES

As you know, Section 40-3-2, Code of Alabama 1975, requires that each county governing body, shall nominate three persons for consideration in the selection of a County Board of Equalization. One member of the Board of Equalization is to be chosen from the list submitted by your body.

The task of creating a board to pass upon all property assessments is a matter of the highest importance; and the state is interested just as much as the county. You are urged to suggest the best possible type of citizenship for this responsibility.

You are requested to submit your nominations on the official form which is enclosed, so that the intent of the law will be fully carried out. Your attention is called to the fact that a person should be nominated by only one nominating body. It will be appreciated if you will confer with the County Board of Education and the municipalities, so that duplicate nominations will be avoided.

You will note that these nominations are for the new four-year term beginning October 1, 2019.

It will be greatly appreciated if you will return these nominations by August 15, 2019 in order that lists of all boards may be announced in ample time.

Sincerely yours,

Vernon Barnett
Commissioner

VB:dj

Enclosure

COUNTY

OFFICIAL REPORT
Nominations for the
County Board of Equalization
Term beginning October 1, 2019

STATE OF ALABAMA)
)
_____ County)

To the State Commissioner of Revenue
Montgomery, Alabama

We, the undersigned members of the County Commission, or other governing body of this county, do hereby nominate the persons as shown below for consideration as members of the County Board of Equalization and certify that in our opinion they are competent to serve under the provisions of the law.

As provided in Section 40-3-2, Code of Alabama 1975, each nominee is a resident of this county, is an owner of taxable property located within this state, is a qualified voter within this county, and is otherwise well fitted for the duties of the office for which he is nominated. It is understood further that no member of the Board of Equalization can hold employment or office of profit with the United States, the State of Alabama, any county or other political subdivision of said State, or with any county school board or with any municipality.

Under all the conditions stated above, we nominate the following persons:

1. _____	Name (As usually signed)
_____	Exact Post Office Address
2. _____	Name (As usually signed)
_____	Exact Post Office Address
3. _____	Name (As usually signed)
_____	Exact Post Office Address

Signatures of all members of
County Commission
or other governing body.

DATE: _____, _____

Board of Equalization

Members:

Recommended by:

Term Expires:

Leu Hammonds
5336 Loisa Lane
Montgomery, AL 36108
Home: 334/281-6429

Board of Education

9/30/2019

C. Arthur Steineker
2401 E. Cloverdale Park
Montgomery, AL 36106
Phone: 334/300-3503

County

9/30/2019

Mitchell Dubina
9054 Huron Court
Pike Road, AL 36064

City

9/30/2019

Attorney: Mark Anderson, III

Term: 4 years

OFFICE OF THE GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

KAY IVEY
GOVERNOR

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

STATE OF ALABAMA

April 12, 2019

The Honorable Elton N. Dean, Sr.
Chairman
Montgomery County Commission
c/o Central Alabama Regional Planning
and Development Commission
430 South Court Street
Montgomery, Alabama 36104

Dear Chairman Dean:

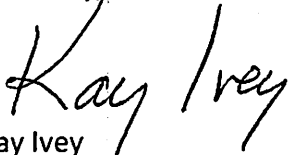
RE: Low-Income Weatherization Assistance Program
Grant Agreement Number: LIWAP-028-19
Grant Amount: \$101,733.00

I am pleased to notify you that I have approved the above-referenced subgrant, which will provide funding from the Low-Income Home Energy Assistance Program funds to weatherize homes in your service area.

This grant will be administered by the Alabama Department of Economic and Community Affairs (ADECA). I have instructed the department to coordinate the preparation of appropriate documents for implementation of this award.

Please contact the Weatherization Assistance Program of ADECA if you have any questions or need assistance.

Sincerely,


Kay Ivey
Governor

KI/KWB/men

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

KENNETH W. BOSWELL
DIRECTOR

April 12, 2019

The Honorable Elton Dean, Sr., Chairman
Montgomery County Commission
c/o Central Alabama Regional Planning and
Development Commission
430 South Court Street
Montgomery, Alabama 36104

Dear Chairman Dean:

RE: Low Income Weatherization Assistance Program
Grant Number: LIWAP-028-19

I am pleased to inform you that your agency has been approved for **\$101,733.00** from the State of Alabama's Fiscal Year 2019 Low Income Home Energy Assistance Program funds to weatherize homes in your service area.

Enclosed are two copies of the above-referenced subgrant agreement. Please sign and witness both copies. Return one copy to the Alabama Department of Economic and Community Affairs, Energy Division, and retain one copy for your project file.

In addition, a State of Alabama Disclosure Statement, Signature of Certification form for authorized signatures, and a Certification of Compliance with the Beason-Hammon Act form are enclosed. A copy of the E-Verify Program for Employment Verification Memorandum of Understanding must also be submitted. Please complete these forms, keep copies for your records, and return the originals with your subgrant agreement.

Please contact Ms. Brenda Mock at (334) 353-5951 should you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Kenneth W. Boswell".

Kenneth W. Boswell
Director

KWB/TW/ks
Enclosures

cc: Mr. Greg Clark, Executive Director

SUBGRANT AGREEMENT LOW INCOME WEATHERIZATION ASSISTANCE PROGRAM

Grant Agreement No.: LIWAP-028-19
Grant Amount: \$101,733.00

THIS AGREEMENT is entered into as of April 1, 2019, by and between the Alabama Department of Economic and Community Affairs, Energy Division, hereinafter, referred to as the "Department" or "ADECA," and the Montgomery County Commission, hereinafter, referred to as the "Subrecipient." The Agreement consists of sixteen (16) typewritten pages and two attachments (2), as set forth and described below:

Subrecipient name (must match registered name in DUNS): Montgomery County Commission

Subrecipient DUNS number: 099839086

Federal Award Identification Number ("FAIN"): 18B1ALL1EA

Federal Award Date: October 26, 2018

Subaward Period of Performance Start and End Date: April 1, 2019 – March 31, 2020

Amount of Federal Funds obligated by this action to the Subrecipient: \$101,733.00

Total amount of Federal Funds obligated to the Subrecipient: \$101,733.00

Total amount of Federal Award committed to the Subrecipient by ADECA: \$101,733.00

Federal Award project description: Low Income Weatherization Assistance Program (LIWAP)

Name of Federal awarding agency: U.S. Department of Health and Human Services

Pass-through entity: Alabama Department of Economic and Community Affairs

Contact information for awarding official: Kenneth W. Boswell, Director

Identification of whether the Award is Research and Development: N/A

Indirect cost rate for the Federal Award: N/A

Terms and Conditions:

1. PURPOSE: The purpose of this Agreement is to assist the Department with its implementation of the Low Income Weatherization Assistance Program (LIWAP). The Subrecipient agrees to provide home weatherization assistance to qualified low-income persons in accordance with Department and Federal Regulations and Guidelines.
2. FUNDING: It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subrecipient under this Agreement exceed \$101,733.00 for full and complete satisfactory performance. Any additional costs shall be borne by the Subrecipient. A budget itemizing allowable expenditures is attached and hereby made a part of this Agreement.
3. DURATION: The Subrecipient shall commence performance of this Agreement on April 1, 2019 and shall complete performance to the satisfaction of the Department not later than March 31, 2020.

4. **OMB UNIFORM GUIDANCE FOR FEDERAL FINANCIAL AWARDS:** For any and all contracts or grants made by a non-Federal entity under a Federal Award, the non-Federal entity must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which the Department of Health and Human Services (HHS) is specifically implementing in 45 CFR Part 75. Subrecipients of HHS grants must adhere to 45 CFR Part 75 and all of its subparts, including, but is not limited to, Subpart B (45 CFR 75.100), General Provisions; Subpart C (45 CFR 75.200), Pre-Federal Awards Requirements and Contents of Federal Awards; Subpart D (45 CFR 75.300), Post Federal Award Regulations; Subpart E (45 CFR 75.400), Cost Principles; Subpart F (45 CFR 75.500), Audit Requirements; and all accompanying Appendices.

For any and all contracts made by a non-Federal entity under a Federal award, 2 CFR 200.326 requires provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

5. **TERMINATION:** A clause addressing a termination for cause and convenience must be included in all contracts in excess of \$10,000. The following provisions apply to termination under this Agreement, whether termination by the Department or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

Termination for Convenience. This agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If the Department determines that continuation of the work will serve no useful public purpose, this Agreement may be terminated by the Department and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

Termination for Cause. If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department to the Subrecipient, the Department shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of the Department, and if in accordance with applicable State and Federal regulations, become the property of the Department. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Subrecipient and the Department may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Department from the Subrecipient is determined.

6. **HEARING ON APPEAL:** The Subrecipient shall have the right to appeal any determination to terminate made by the Department; however, if the Subrecipient has failed to submit his appeal, in writing, within ten (10) calendar days from written notice of the termination and/or has failed to request and receive approval from the Department for extension of such, then he shall have no further right of appeal.

7-4

The hearing shall be conducted at the Department's offices in Montgomery, Alabama, or any other appropriate location at the Department's discretion, with a written notification of the time, place, and subject matter by the Department to the Subrecipient.

7. **EQUAL EMPLOYMENT OPPORTUNITY:** In accordance with 41 CFR 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any federally assisted construction contract as defined by 41 CFR 60-1.3, the Contractor, during the performance of this agreement, hereby agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action

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with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order.

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. COPELAND "ANTI-KICKBACK" ACT: For all prime construction contracts in excess of \$2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland "Anti-Kickback" Act, the Department shall report such violation to the Federal awarding agency.
9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: In the event this contract or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a Contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour

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work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

10. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
11. **CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT:** In the event this contract or grant award is for an amount in excess of \$150,000; the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.
12. **ENERGY CONSERVATION:** The Contractor or Subrecipient shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 *et seq.*
13. **DEBARMENT AND SUSPENSION:** The Subrecipient is prohibited from using any Contractor or Subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal assistance programs (Executive Orders 12549 and 12689).

The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See Code of Federal Regulations, 2 CFR Part 376). The Excluded Parties List System is available for access from the System of Award Management website at <https://www.SAM.gov>.

The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals nor any of its Subcontractors are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any Federal agency or by any Department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Recipient.

The Subrecipient certifies that it has verified the suspension and debarment status for all Subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Subrecipients shall immediately notify the Department if any Subcontractor becomes debarred or suspended, and shall, at the Department's request, take all steps required by the Department to terminate its contractual relationship with the Subcontractor for work to be performed under this Agreement.

14. **BYRD ANTI-LOBBYING ACT:** Contractors and Subrecipients shall comply with the Byrd Anti-Lobbying Act, 31 U.S.C. 1352, and shall file the required certification. Each tier certifies to the tier

above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier to the non-Federal Award.

15. **PROCUREMENT OF RECOVERED MATERIALS:** 2 CFR 200.322 provides that a non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

OTHER CLAUSES. In addition to the above clauses, the Contractor or Subrecipient agrees with, and shall adhere to, the following:

16. **TOBACCO SMOKE:** Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through state or local governments by Federal grant, contract, loan or loan guarantee.
17. **DRUG-FREE WORKPLACE REQUIREMENTS:** In accordance with provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. 8101 *et. seq.*), the "Drug-Free Workplace Act of 1988," all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.
18. **TRANSPARENCY ACT:** Awards under Federal programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" ("FFATA"). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients.
19. **POLITICAL ACTIVITY:** The Subrecipient shall comply with the Hatch Act (5 U.S.C. 1501, *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

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20. HUMAN TRAFFICKING PROVISIONS: This Award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).
21. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS: It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.
22. MANDATORY DISCLOSURES: Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in a timely manner in writing to the Department, all violations of Federal criminal law involving fraud, bribery, or gratuity violations.
23. NOT TO CONSTITUTE A DEBT OF THE STATE: 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 No. 26.
24. CONFLICTING PROVISION: If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
25. IMMUNITY AND DISPUTE RESOLUTION: The parties to this agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of the agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama pursuant to § 41-9-60 *et seq*, Code of Alabama 1975.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

26. DISCLAIMER: ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by contract, grant, loan, or by any other means.

No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, Contractor, or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subrecipient, Contractor, agency, or any other person.

27. ACCESS TO RECORDS: The Director of the Department, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to Subrecipient personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period, but shall last as long as the records are retained.

28. ASSIGNABILITY: The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto. Provided, however, that claims for money due, or to become due to the Subrecipient from the Department under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.

29. CONTINGENCY CLAUSE: It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Agreement is made. If this agreement involves Federal funds, the amount of this Agreement will be adjusted by the amount of any Federal recessions and/or deferrals.

Payments made by the Department under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient. Funds appropriated and obligated to this Award are available for reimbursement of costs until the end of the performance period set forth in the Agreement.

30. CONFLICT OF INTEREST: A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for Award: (1) the individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The Subrecipient certifies by signing this Agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this Agreement nor will the Subrecipient hire any person having such conflicting interest. The Subrecipient further certifies that it will maintain a written code of standards governing the performance of persons engaged in the Award and administration of contracts and subgrants.

31. INDIRECT COSTS: In accordance with 2 CFR §200.331(a)(1)(xiii) and (a)(4), and 2 CFR §200.414, Subrecipients of Federal Awards may charge indirect costs to the Award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will not negotiate indirect cost rates with Subrecipients, but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR §200.68. If requesting the 10% de minimis rate, Subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR §200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal Award. Once chosen, the method must be used consistently for all Federal Awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.

32. AUDIT REQUIREMENTS: All Subrecipients of Federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any Subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in their fiscal year, from ADECA, they must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

Nothing contained in this agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the Uniform Administrative Requirements.

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Copies of all required audits must be submitted to:

Alabama Department of Economic and Community Affairs (ADECA)
ATTENTION: Chief Audit Executive
401 Adams Avenue
P.O. Box 5690
Montgomery, Alabama 36103-5690

And an additional copy to:

Alabama Department of Examiners of Public Accounts
ATTENTION: Audit Report Repository
P.O. Box 302251
Montgomery, Alabama 36130-2251

All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 CFR Part 200, Subpart F §200.512.

33. **AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS/OUTSTANDING DEBTS:** The Subrecipient certifies by signing this Agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.
34. **SUSPENSION OF PAYMENTS:** Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of ADECA, or in the event there is an amount owing to any division of ADECA, or an amount owing to the Federal government under any program administered by any division of ADECA that is not received in a reasonable and timely manner.

Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with said grantee until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any division of ADECA that has not arranged a repayment schedule.

35. **DISCLOSURE STATEMENT:** Unless otherwise exempt under § 41-16-82, Code of Alabama 1975, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts, or grant proposals in excess of \$5,000.
36. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, the Alabama Competitive Bid Law (§ 41-16-1 *et seq.*, Code of Alabama 1975), the Alabama Public Works Law (§ 39-1-1 *et seq.*, Code of Alabama 1975), any State permitting requirements, the Alabama Open Meetings Act (§ 36-25a-1 *et seq.*, Code of Alabama 1975), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, *et seq.*, Code of Alabama 1975).

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For all contracts governed by the Alabama Public Works Law (§ 39-1-1 *et seq*, Code of Alabama 1975) or the Alabama Competitive Bid Law (§ 41-16-1 *et seq*, Code of Alabama 1975), the following shall apply: In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

By signing this Agreement, the 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.

37. **AMENDMENTS:** The Department or Subrecipient may request Amendments or Modifications to various portions of this Agreement. Such changes must be made in writing and approved by all signatory authorities prior to implementation.
38. **ATTACHMENTS:** The parties agree that the following described attachments, appended hereto and made a part of this Agreement, shall be considered as binding as any other provisions of this Agreement. These attachments are as follows:

ATTACHMENT	DATE	NUMBER OF PAGES
A: Work to be Performed	April 1, 2019	1
B: Budget Sheet	April 1, 2019	1

39. **METHOD OF PAYMENT:**

- A. Procedures for determining costs that are reasonable and allowable in accordance with the provisions of 2 CFR Part 200 Subpart E.

The Subrecipient will be paid on an advance payment basis provided that it maintains a cash management plan, maintains or demonstrates the willingness and ability to maintain both written procedures to minimize the transfer of funds and their disbursement by the Subrecipient and financial management systems that meet the standards for fund control and accountability in accordance with 2 CFR §200.305. If the advance requested exceeds thirty (30) days, the Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by the Department. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

The Subrecipient will be paid on a reimbursement basis when the above requirements for advances cannot be met, the federal awarding agency has a specific condition per 2 CFR §200.305, or the Subrecipient requests, in writing, payment by reimbursement.

- B. All invoices shall be prepared in the invoice format provided by the Energy Division of the Department and must be accompanied by copies of all pertinent source documentation. The final invoice shall be due no later than thirty (30) days after the termination or expiration of this Agreement.
- C. The Subrecipient should only request advanced funds that will be expended within thirty (30) days. Every attempt to expend advance funds in a timely manner must be made. Any advanced funds not utilized thirty (30) days after receipt must be refunded to the

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Department. If advanced funds are not expended within the thirty (30) days, the Subrecipient may submit a written request along with documentation which explains why advanced funds were not spent and how and when funds will be spent. If request is denied funds must be returned immediately.

- D. Comparison of actual outlays with budgeted amounts for each grant, and which relate financial information with performance/productivity data, including the production of unit costs information.
- E. Invoicing as closely as possible to the time of making disbursements in accordance with 2 CFR §200.305 (b).
- F. Subrecipients shall promptly remit to the Department interest earned on advances. The Subrecipient may keep interest amounts up to \$500 per year for administrative expense in accordance with 2 CFR §200.305 (b), (9).
- G. All unexpended grant funds shall be returned to the Department as soon as possible after the termination date, but not to exceed thirty (30) days.

40. REPORTS, RECORDS, AND EVALUATIONS:

- A. The Subrecipient shall maintain such records and accounts which provide for:
 - (1) Accurate, current, and complete disclosure of the financial results of each grant program. When the Department requires reporting on an accrual basis, the Subrecipient shall not be required to establish an accrual accounting system, but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.
 - (2) Records that identify adequately the source and application of funds for grant supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
 - (3) Effective control over and accountability for all funds, property, and other assets. Subrecipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes in accordance.
 - (4) Accounting records sufficient to document financial activity under this Agreement to include, but not limited to, a separate ledger for Weatherization receipts and disbursements, time distribution reports by pay periods, payrolls, bids, purchase orders, property inventory records, and a perpetual inventory system for materials, source documents in support of all purchases, and claims for reimbursements.
 - (5) A systematic method to assure timely and appropriate resolutions of audit findings and recommendations.
 - (6) Written contracts for all independent Contractors hired to implement this Agreement. A signed copy of such contracts shall be kept by the Subrecipient for each Contractor.

- B. The Subrecipient agrees that the Department or its agents may carry out monitoring and evaluation activities as often as necessary to meet Program requirements and to maintain Program efficiency. Those visits will include reviews of pertinent documents and personal interviews with Program recipients. The Subrecipient further agrees to ensure the effective cooperation of its staff and board members in such efforts.
- C. The Subrecipient shall make regular financial, program progress, and other reports as requested by the Department or the administrator of the Federal Grantor Agency.
- D. Any and all documents referenced in the "Access to Records" clause above shall be kept for a period of at least three years from the receipt of final payment, or longer if cited in Operations Manual for Weatherization Programs with the exception of the following qualification:

If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

Records for non-expendable property acquired with Federal Funds shall be retained for three years after its final disposition.

When the Subrecipient is notified in writing by the Federal awarding agency, the Department, cognizant agency for audit, or cognizant agency for indirect costs to extend the retention period.

Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

When applicable, all Subrecipients shall comply with the Alabama Competitive Bid Law (§ 41-16-54, Code of Alabama 1975), which requires that all original bids together with all documents pertaining to the award of a contract shall be retained in accordance with a retention period of at least seven years.

41. PROPERTY MANAGEMENT:

- A. No equipment may be purchased with the funds provided by the Department under this Agreement without the prior written approval of the Department. Equipment is defined by 2 CFR 200.33 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equal or

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exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

- B. The Department shall have the right to determine at the termination or completion of this Agreement or at a later date should the project activities continue to be undertaken by the Subrecipient, the title, ownership and disposition of all property and materials acquired under this Agreement with funds awarded by the Department.
- C. The Subrecipient shall comply with Property Acquisition and Management Standards of 2 CFR Part 200, as implemented by DOE Rules of Financial Assistance (2 CFR Part 910).

42. CONDITIONS AND ASSURANCES:

A. Subrecipient Compliance

In addition to the terms listed herein, all program and financial management shall be conducted in accordance with 10 CFR, Part 440: "Weatherization Assistance for Low-Income Persons," the "Federal Acquisition Regulation"; Subpart 9.4, "State Plan for Weatherization Assistance for Low-Income Persons for Alabama"; the "Operations Manual for DOE and LIHEAP Weatherization Program"; and with 45 CFR Part 75, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards." The Subrecipient shall also comply with all Department directives and policies governing Subrecipients and Contractors, all of which are hereby incorporated by reference.

B. Subrecipient Legal Authority to Participate

The Subrecipient assures that it possesses the legal authority to participate in this Agreement, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body authorizing participation in this Agreement, including all understandings and assurances contained therein and directing and authorizing the person identified as the Subrecipient's official representative to act in connection with the Agreement and to provide such additional information as may be required.

C. Warrants Against Person and/or Selling Agency

The Subrecipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement for a commission.

D. Site Visits

Authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your Subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

E. Publications

You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

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F. Copyrights

If the Agreement results in a book or other copyrightable material, the author is free to copyright the work, but the Federal Grantor reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, all copyrighted material which can be copyrighted resulting from the Agreement.

G. Protections Regarding Applicant Information

- (1) States, Tribes, and their Subawardees, including, but not limited to Subrecipients, Contractors, and Subcontractors that participate in the Weatherization Program are required to treat all requests for information concerning applicants and recipients of LIWAP funds in a manner consistent with the Federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b) (6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.
- (2) A balancing test must be used in applying Exemption (b)(6) in order to determine:
 - (A) whether a significant privacy interest would be invaded;
 - (B) whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and,
 - (C) whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.
- (3) A request for personal information including but not limited to the names, addresses, or income information of LIWAP applicants or recipients would require the State or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.
- (4) Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

H. Relocation Assistance and Real Property Acquisitions

As applicable, the Subrecipient will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and federally Assisted Programs.

I. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Subrecipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Subrecipients facilities, or (ii) any costs which may be incurred by the Subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

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J. Historic Preservation

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Subrecipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800.

SHPO contact information is available at the following link: <http://www.nps.gov/nr/shpolist.html>
THPO contact information is available at the following link: <http://www.nathpo.org/map.html>

Section 110(k) of the NHPA applies to HHS funded activities. Subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Subrecipients should be aware that the HHS Contracting Officer will consider the Subrecipient in compliance with Section 106 of the NHPA only after the Subrecipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Subrecipient that it does not object to its Section 106 finding or determination. Subrecipient shall provide a copy of this concurrence to the Contracting Officer.

K. Covenant Against Contingent Fees

The Subrecipient warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the Department shall have the right to annul this Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

L. Religious Activity Prohibitions

Direct Federal grants, subawards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR 87)

M. Standard Work Specification Requirements

All weatherization work performed with HHS funds by the Subrecipient or any of its contractors must meet the guidelines and specifications outlined in the Standard Work Specifications (SWS) provided by the Department of Energy (DOE) and the National Renewable Energy Laboratory (NREL). The Alabama Weatherization Field Guide will be updated to include specifications and references to the Standard Work Specifications (SWS) and must be adhered to when performing weatherization work. Additional information regarding the Standard Work Specifications can be found at <https://sws.nrel.gov/>. This assurance must be included in all contracts and subcontracts entered into by the Subrecipient and/or any of its contractors/subcontractors.

N. Nondisclosure and Confidentiality Agreement Assurances

By entering into this agreement, the Recipient/Subrecipient attests it does not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting such employees or

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contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

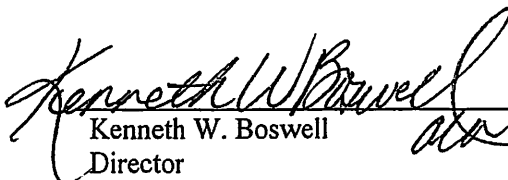
O. Same-Sex Marriage Provisions

In accordance with the decision in the United States v. Windsor (133 S. Ct. 2675 (June 26, 2013)); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, Subrecipients must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

IN WITNESS WHEREOF THE DEPARTMENT AND THE SUBRECIPIENT HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW:

Alabama Department of Economic & Community
Affairs
Department

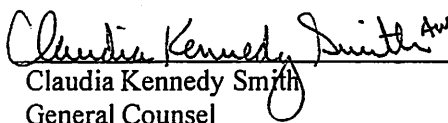
Montgomery County Commission
Subrecipient

 3/22/19
Kenneth W. Boswell
Director Date

X
Authorized Official for Subrecipient Date

X
Subrecipient Witness Date

This grant has been reviewed for content, legal form, and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

 3/21/2019
Claudia Kennedy Smith
General Counsel Date

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C E R T I F I C A T I O N

GRANTEE LEGAL

NAME:

MONTGOMERY COUNTY COMMISSION

AGREEMENT NO. LIWAP 028-19

Signature: X

FEIN NO. 63-6001653

Typed Name: Elton N. Dean, Sr.

DUNS NO. 099839086

Title: Chairman

Signature: X

Typed Name: Greg Clark

Title: Executive Director

This is to certify that the above persons are authorized to sign reports or requests for payment and other legal instruments associated with the grant agreement number referenced above, as submitted to the Alabama Department of Economic and Community Affairs, as part of a condition for the payment of funds to the agency. Any one of the three signatures on this certificate may be accepted.

Board Chairperson (name and signature)

Commissioner Elton N. Dean, Sr.

OFFICIAL SEAL

(if available)

X
Street Address

P.O. Box 1667

Montgomery, Alabama 36102-1667

Date

MAILING ADDRESS:

Montgomery County Commission

P.O. Box 1667

Montgomery, Alabama 36102-1667

LOCATION OF ENTITY RECEIVING

AWARD:

CARPDC

430 S. Court St.

Montgomery, Alabama 36104

Phone No. 334-262-4300

7-19

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
N/A			

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
N/A	

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature X Date X

Notary's Signature X Date X Date Notary Expires _____

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

State of Alabama)
County of Montgomery)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT
(ACT 2011-535, as amended by ACT 2012-491)

DATE: April 16, 2019

RE Contract/Grant/Incentive (describe by number or subject):

Weatherization Assistance Program – Grant No. LIWAP 028-19 by and between
Montgomery County Commission (MCC) (Contractor/Grantee) and
State of Alabama (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of Chairman with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

X (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

 (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 16 day of April 2019.

Montgomery County Commission

Name of Contractor/Grantee/Recipient

By: X

Its Chairman

The above Certification was signed in my presence by the person whose name appears above, on this 16 day of April 2019.

WITNESS: X

7-21

SUBRECIPIENT: MONTGOMERY COUNTY COMMISSION

GRANT NO.: LIWAP-028-19

ATTACHMENT A

WORK TO BE PERFORMED

April 1, 2019

1. The Subrecipient shall weatherize a minimum of 24 dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subrecipient shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

<u>COUNTY</u>	<u>NUMBER OF UNITS</u>
MONTGOMERY	24

2. If funds remain after the specified number of dwellings have been completed, it is mutually understood that additional dwellings will be weatherized until all available Grant Funds have been utilized.

SUBRECIPIENT: MONTGOMERY COUNTY COMMISSION

GRANT AGREEMENT: LIWAP-028-19

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE (-) / INCREASE (+)	TOTAL
ADMINISTRATIVE	\$5,354.00		\$5,354.00
WEATHERIZATION SERVICES	\$96,379.00		\$96,379.00

TOTAL ALLOCATION: \$101,733.00



THE INTEGRATED BEHAVIORAL HEALTHCARE SERVICES AGREEMENT ENTERED INTO BETWEEN MONTGOMERY COUNTY COMMISSION ("MCC") and AMERICAN BEHAVIORAL BENEFITS MANAGERS, LLC. ("ABBM") Dated OCTOBER 1, 2017 ("AGREEMENT") is hereby amended as follows:

AMENDMENT # 1

Both parties to the AGREEMENT hereby agree with respect to amending the AGREEMENT as follows:

(A) The terms and conditions of this Amendment are effective June 1, 2019.

(B) American Behavioral shall assume administration of all covered substance abuse services previously administered by Bradford Health Services, subject to the below fee arrangement:

Outpatient SA services shall be billed according to the American Behavioral outpatient provider fee schedule; facility rates shall be billed on a direct-pass through basis and include:

Case Management Fee	\$100 per hour
Facility Management Fee per Episode (IP/PHP/IOP)	\$825 per episode
Independent Review Organization Fee	as incurred

Note: Bradford Health Services shall continue to offer direct patient services as part of the American Behavioral provider network and shall submit claims directly to American Behavioral for those services, which shall be incorporated into the American Behavioral monthly invoice.

IN WITNESS WHEREOF, the parties hereto have set forth their seals by duly authorized agents, on the date below:

AMERICAN BEHAVIORAL BENEFITS MANAGERS, LLC

By Catherine D. Denson May 1, 2019
Catherine D. Denson, RN, CCM Date
Catherine D. Denson, RN, CCM Vice President, Clinical Services
Printed Name Title

By _____ Date

Printed Name Title

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *mls*
DATE: April 24, 2019
RE: Contract No. 52110-18B-022
Polo Shirts MCSO

I request that the attached Amendment No. 1 to LogoBranders, Inc. contract for polo shirts be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning July 23, 2019 and ending on July 22, 2020.

LogoBranders, Inc. chooses not to increase prices during the terms of this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Derrick Cunningham, Sheriff.

Attachment

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

Amendment
To
Contract # 52110-18B-022

Amendment No. 1

Contract with LogoBranders, Inc. for polo shirts for MCSO, is hereby extended for one (1) year, beginning July 23, 2019 and ending July 22, 2020.

There will be no price increase during this contract period.

All other provisions of the contract remain the same.

WITNESS:

LOGOBRANDERS, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *ms*
DATE: April 24, 2019
RE: Contract No. 51901-18B-019
Air Filters and Services

I request that the attached Amendment No. 1 to Bonded Filter Co. LLC contract for air filters and services be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning July 1, 2019 and ending on June 30, 2020.

Bonded Filter Co. LLC would like to increase pricing by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Lamar Allen, General Services Director.

Attachment

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

**Amendment
To
Contract # 51901-18B-019**

Amendment No. 1

Contract with Bonded Filter Co. LLC for air filters and service, is hereby extended for one (1) year beginning July 1, 2019 and ending on June 30, 2020.

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

All other provisions of the contract shall remain the same.

WITNESS:

BONDED FILTER CO. LLC

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

May 1, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Final Pay Application from Completion Demolition Services, LLC

Please find attached an application for final payment to Completion Demolition Services, LLC for demolition of property in Grady, AL.

I request that the final payment application be placed on the next agenda.



AIA® Document G702™ – 1992

Received

Application and Certificate for Payment

APR 17 2019

TO OWNER: MONTGOMERY COUNTY COMMISSION		PROJECT: SOUTH MONTGOMERY COUNTY ACADEMY CAMPUS GRADY, ALABAMA	APPLICATION NO: 003	Distribution to:
FROM CONTRACTOR: COMPLETE DEMOLITION SERVICES, LLC. P.O. BOX 176 CARROLLTON, GA. 30112		VIA ARCHITECT:	PERIOD TO: April 16, 2019 CONTRACT FOR: General Construction CONTRACT DATE: PROJECT NOS: PHJA1715GVC / /	OWNER: ☐ ARCHITECT: ☒ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$142,000.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$142,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$142,000.00
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	\$0.00
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$142,000.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$138,450.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$3,550.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: _____ Date: April 16, 2019
State of: GEORGIA
County of: CARROLL
Subscribed and sworn to before me this 16th day of April 2019
Notary Public: *Manuela Kraus*
My Commission expires: November 20, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$3,550.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: PH&J Architects, Inc.
By: _____ Date: 2019-4-18

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**NOTICE OF
COMPLETION**

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, notice is hereby given that COMPLETE DEMOLITION SERVICES, LLC., Contractor, has completed the Contract for PARTIAL DEMOLITION OF THE SOUTH MONTGOMERY COUNTY ACADEMY CAMPUS, located at 147 OLD SCHOOL HOUSE RD., GRADY, AL, MONTGOMERY COUNTY for the State of Alabama and the (County) (City) of Grady, Owner(s), and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with the project should immediately notify PH&J Architects 334-265-8781. Complete Demolition Services, LLC
419B Castleman Rd.,
Carrollton, GA 30116
(Mont. Ind., March 14, 21,
28 & April 4, 2019)

THE MONTGOMERY
Independent

JNTY

public in and for the county and state listed above, personally appeared Jeff A. Martin, who, by me Duly sworn, deposes

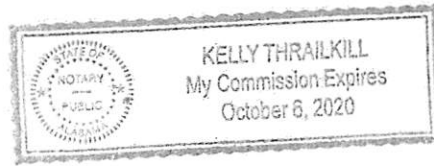
Martin. I am the Publisher of The Montgomery Independent newspaper.

published the attached legal notice in the issue(s) of: 3/14/19, 3/21/19, 3/28/19 & 4/4/19

or publication was \$ 114.⁰⁰. The sum charged by The Montgomery Independent for said publication does not exceed the fee paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the notice appeared.

agreements between The Montgomery Independent and the officer or attorney charged with the duty of placing the attached notices where by any advantage, gain or profit accrued to said officer or attorney.

Sworn and subscribed this 4th day of April, 2019.





DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

To: Elton Dean, Chair, Montgomery County Commission

From: Regina Walker, Grant Manager *R.W.*
Montgomery County Sheriff's Office

Subject: Show and Tell Summer Camp

Date: April 29, 2019

Each year, the Montgomery County Sheriff's Office hosts Show and Tell Summer camp. This is a free, mentoring based camp for 100 Montgomery County youth, ages 9-11. During this camp, we register, transport, house and feed 100 youth for 5 days, 24 hours a day. We are requesting your assistance of \$10,000 to assist with expenses associated with this event.

Camp Show and Tell provides youth with an opportunity to explore and enjoy a week of outdoor fun and recreation to include canoeing, hiking, swimming, horseback riding, archery, etc. This camp also offers workshops addressing bullying, and the effects of bullying behaviors, gun violence/ substance abuse awareness and prevention and environmental safety and education.

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

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

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

Tammy Nix

From: Hannah Hawk
Sent: Wednesday, April 24, 2019 4:21 PM
To: Donald Mims
Subject: FW: Please join me for Dinner on the Historical Dexter Ave.
Attachments: DoD Ticket Form.pdf; DoD Sponsorship Deck Final.pdf

From: Ronda Walker
Sent: Wednesday, April 24, 2019 1:04 PM
To: Hannah Hawk <HannahHawk@mc-ala.org>; Elton N. Dean, Sr. <ELTONDEAN@mc-ala.org>
Subject: Fwd: Please join me for Dinner on the Historical Dexter Ave.

We need to do this

Ronda M. Walker
Commissioner
Montgomery County Commission
District 3
334-201-7608

From: Ashley Jernigan <Ashley@jdbhospitality.com>
Sent: Wednesday, April 24, 2019 1:00:13 PM
To: Ronda Walker
Subject: Please join me for Dinner on the Historical Dexter Ave.

Good Afternoon Commissioner Walker,

I have been given the honor to help coordinate the City-County Library System's first fundraiser called Dinner on Dexter. On Thursday, May 16, over 300 guests will enjoy a fabulous evening of music, food and entertainment to support all of the amazing programs offered by your Public Library. The evening kicks off with a cocktail hour of live music, followed by a multi-course meal prepared by local top chefs and ends with dancing under the stars on the historic Dexter Avenue. We are pleased to announce this event is designated as a Montgomery Bicentennial Approved event!

I am reaching out to ask if the County Commission would purchase at least one table for \$1000. We appreciate your continued support of the Library System and by attending this event you will continue to help expand the Pre-K reading program to all 10 branches, purchase supplies for STEM projects, bring in high level Authors, promote summer reading to prevent the ``summer slide`` where children become less efficient at reading when school is out and so much more! Your contribution is helping the library change lives of your fellow Montgomerians.

Table sponsorship is \$1000 and includes prominent seating, a table for 8 and signage on the table.

I am also attaching the general sponsorship packet to see if the County Commission had interest in sponsoring a Library Program specifically.

I look forward to hearing from you and hope to hear back from you soon with great news!

Ashley Jernigan, MBA

JDB Hospitality LLC | We build brands

510-812-5728



Dinner on Dexter



A fabulous evening of music, food and entertainment to support all of the amazing programs offered by your Montgomery City-County Public Library.

Thursday | May 16, 2019

6pm | Historical Dexter Avenue

Ticket Options

		Price	Quantity	Total
☐	Individual Ticket	\$100	x _____	= _____
☐	Couples Ticket	\$150	x _____	= _____
☐	Reserved Table Seating for 8	\$700	x _____	= _____
☐	Sponsor Table Preferred seating for 8 and company signage	\$1000	x _____	= _____
☐	Reading Nook	\$1500	x _____	= _____

There will be designated seating areas during the cocktail hour and as a reading nook sponsor, your logo and a 6ft table to showcase your business will be available at one of the nooks. Includes 4 tickets to Dinner on Dexter

Name or business name: _____

Contact Number: _____

Email: _____

Please make checks payable to the Montgomery City-County Library

13-3



Dinner on Dexter



A fabulous evening of music, food and entertainment to support all of the amazing programs offered by your Montgomery City-County Public Library. The evening kicks off with a cocktail hour of live music, followed by a multicourse meal prepared by local top chefs and ends with dancing under the stars on the historic Dexter Avenue.



Montgomery City-County
Public Library

Our Mission

The mission of the Montgomery City-County Public Library System is to make readily available to all residents of Montgomery County access to materials, information, and services to meet their personal, educational, cultural, technological, and occupational needs.

Our Vision

The Montgomery City-County Public Library will enhance the quality of life for Montgomery County citizens by serving as central Alabama's premier repository for a broad-based and comprehensive collection of books and data and its most accessible site for Internet and digital services. The library also aims to respond programmatically to the personal interests, educational imperatives, and research needs of Montgomery County citizens.

Board of Directors

Dr. Katie Bell

Dr. Phill Johnson

Janet Waller

Rev. Gary Burton

Chester Mallory

Mary McLemore,
President of Friends of the Library

Betsy Atkins

Theresa Steele-Mitchell

Michael Briddell,
Mayor's Office

Cassandra E. Brown

Patina Moss

Jaunita Owes,
Library Director

ShaKenya Calhoun

Adam Muhlendorf

Karen Preuss,
Assistant Director

Dr. Janice Franklin

Ron Simmons

Rebie Morris,
Administrative Assistant

Michael Fritz

Joseph Trimble

10

Libraries located throughout
Montgomery County

Our library
meeting rooms
were used

567

times by area
community
groups

19,848

attendees at
adult programs

5,351

new library cards
issued in FY18

71,705

reference questions
answered by library staff

7,575

new titles
added to the
collection

Free library programs held:

1,375

children and young adult

762

programs for adults

197,383

users of library computers

418,389

visits to our libraries by the public

LIBRARY PROGRAM AREAS FOR SPONSORSHIP

By sponsoring one of the Montgomery City-County Library programs listed below, you are helping the library change lives of your fellow Montgomerians by providing opportunity and access for children and adults to the many outstanding and engaging programs the library offers. Sponsorships are renewable annually, and run from June 1 to May 31.

Summer Reading Program: \$10,000



The summer reading program is one of the library system's largest and most popular programs! Summer Reading keeps kids reading during summer vacation and prevents the 'summer slide,' when students can lose months of grade level equivalency in reading and math. All of our libraries offer weekly story times, craft activities, special guest programs, and reading incentives for six weeks beginning in late May. During our Summer Reading 2018, we offered 226 programs and had 5,736 children participate in the program.

As an added benefit, by sponsoring this program, you will also be the presenting sponsor at the Dinner on Dexter Event.

- ☐ Sponsor recognition as presenting sponsor of Dinner on Dexter
- ☐ Logo placement on Dinner on Dexter event signage
- ☐ Company signage prominently displayed at Dinner on Dexter
- ☐ Inclusion in all event web site announcements, emails and social media postings
- ☐ Mention in Dinner on Dexter press release
- ☐ Inside Back Cover Full Page Color Ad in Dinner on Dexter event booklet.
- ☐ Opportunity to briefly address attendees at Dinner on Dexter
- ☐ Two complimentary tables at Dinner on Dexter with prominent seating placement
- ☐ Logo on heavy rotation on digital screens inside participating libraries
- ☐ Opportunity to provide volunteers during the reading program at all Library locations

Preschool Story Time: \$5,000



Preschool story times are the cornerstone of MCCPL's children's programming. All ten MCCPL libraries offer weekly preschool story times, where young children, their parents, grandparents, and caregivers enjoy hearing stories, singing songs, dancing, and more! Reading aloud to children during these early years promotes healthy brain development and prepares them for success when they begin school.

- ☐ One complimentary table (8 tickets) to Dinner on Dexter with prominent seating placement
- ☐ Logo on heavy rotation on digital screens inside participating libraries
- ☐ Guest Storyteller opportunity
- ☐ Inclusion in all Preschool Storytime related website announcements, emails and social media
- ☐ Opportunity to join Library Representatives on live News Interviews when applicable
- ☐ Mention in Preschool Storytime press releases

Lifelong Learning: \$5,000



Each of the MCCPL libraries offer programs for adults throughout the year. The wide range of programs include presentations and book signings by local authors, film screenings, musical presentations, talks by local experts from historical organizations such as the Alabama Department of History and Archives, and more.

Your contribution gives MCCPL the opportunity to bring in high level authors and top notch events to all branches.

- ☐ One complimentary table (8 tickets) to Dinner on Dexter with prominent seating placement
- ☐ Logo on heavy rotation on digital screens inside participating libraries
- ☐ Speaking opportunity at each Lifelong Learning Event and provide marketing materials
- ☐ Logo on backpacks given to all graduates
- ☐ Inclusion in all Lifelong Learning event related website announcements, emails and social media
- ☐ Opportunity to join Library Representatives on live News Interviews when applicable
- ☐ Mention in Lifelong Learning Event press releases

Back to School Boot Camp: \$5,000



Boot Camp has taken place every July since 2010 at the Juliette Hampton Morgan Memorial Library. The week-long sessions introduce students to the resources available at the public library, give them hands-on computer training, and get them ready for the new school year. Students receive a free lunch provided through a partnership with the USDA, State of Alabama, City of Montgomery, and MCCPL.

Your contribution will allow MCCPL to offer free tutoring sessions for grades K-2, 3-5, 6-8, and 9-12 and provide free backpacks filled with school supplies.

- ☐ One complimentary table (8 tickets) to Dinner on Dexter with prominent seating placement
- ☐ Logo on heavy rotation on digital screens inside participating libraries
- ☐ Speaking opportunity at graduation
- ☐ Logo on backpacks given to all graduates
- ☐ Inclusion in all Back to School Bootcamp website announcements, emails and social media
- ☐ Opportunity to join Library Representatives on live News Interviews when applicable
- ☐ Mention in Back to School Bootcamp press release

Dads and Daughters Saturday (D.A.D.S.): \$3,000



Every 2nd Saturday of the month at the Juliette Hampton Morgan Memorial Library, fathers and their young daughters share a special morning of stories, singing, dancing, and arts & crafts.

Your contribution will allow MCCPL to provide all materials for children activities and refreshments.

- ☐ Four complimentary tickets to Dinner on Dexter with prominent seating placement
- ☐ Logo on heavy rotation on digital screens inside participating libraries

- ☐ Opportunity to attend as a guest storyteller
- ☐ Inclusion in all D.A.D.S website announcements, emails and social media
- ☐ Opportunity to join Library Representatives on live News Interviews
- ☐ Mention in D.A.D.S press release

National Library Week: \$3,000



Every April, libraries participate in National Library Week to celebrate the contributions of our nation's libraries and librarians and to promote library use and support. All MCCPL libraries offer special programming during the week-long celebration, from children's activities to speakers and presentations for adults.

Your contribution will allow MCCPL to bring in special authors and provide all materials for children activities.

- ☐ Four complimentary tickets to Dinner on Dexter with prominent seating placement
- ☐ Logo on heavy rotation on digital screens inside participating libraries
- ☐ Opportunity to provide volunteers at all Library locations during National Library Week
- ☐ Speaking opportunities at National Library Week Events
- ☐ Inclusion in all National Library Week website announcements, emails and social media
- ☐ Opportunity to join Library Representatives on live News Interviews
- ☐ Mention in National Library Week press release

STEM/STEAM Programming: \$3,000



Coliseum Boulevard and Hampstead Branch Libraries offer regular stem programming to elementary-school aged students. These hands on activities have included chemistry experiments, rocket building, shark week, the science of sound, making catapults and marble runs, and more!

Your contribution will allow MCCPL to purchase supplies for STEM projects

- ☐ Four complimentary tickets to Dinner on Dexter with prominent seating placement
- ☐ Logo on heavy rotation on digital screens inside participating libraries
- ☐ Inclusion in all STEM/STEAM website announcements, emails and social media
- ☐ Opportunity to join Library Representatives on live News Interviews
- ☐ Mention in STEM/STEAM event related press release

Voices in Black History: \$3000



Our annual Voices in Black History Speech Competition is held every February for students in grades 3-12. Contestants select an African-American personality, living or dead, research and write an original speech that they think that person would make, and perform the speech in character.

Librarians offer workshops on research and public speaking for participating students leading up to the competition. 13-9

- ☐ Four complimentary tickets to Dinner on Dexter with prominent seating placement
- ☐ Logo on heavy rotation on digital screens inside participating libraries
- ☐ Speaking opportunities at Voices in Black History event
- ☐ Volunteer opportunity to assist students at development workshops
- ☐ Inclusion in all Voices in Black History website announcements, emails and social media
- ☐ Opportunity to join Library Representatives on live News Interviews
- ☐ Mention in Voices in Black History event related press release

Black History Month: \$3,000



MCCPL libraries celebrate Black History Month with special programs for children, teens, and adults.

Our staff creates displays featuring African-American authors, invites special guests from community organizations, and features books by and about African-Americans at story times.

- ☐ Four complimentary tickets to Dinner on Dexter with prominent seating placement
- ☐ Logo on heavy rotation on digital screens inside participating libraries
- ☐ Speaking opportunities at Black History Month Events across all libraries
- ☐ Inclusion in all Black History Week website announcements, emails and social media
- ☐ Opportunity to join Library Representatives on live News Interviews
- ☐ Mention in Black History Month press release

Saturday Morning Chess Clubs: \$1,000



The E.L. Lowder and Rufus A. Lewis Libraries hold weekly chess clubs for children of all ages and level of experience. Kids learn the technical aspects of the game, but also learn about respect for others, good sportsmanship, and discipline through the game of chess.

- ☐ Two complimentary tickets to Dinner on Dexter with prominent seating placement
- ☐ Logo on heavy rotation on digital screens inside participating libraries
- ☐ Volunteer Opportunity to be paired with a child to mentor
- ☐ Inclusion in all Saturday Morning Chess Club website announcements, emails and social media

Fit for Life: Steppers Program: \$1,000



Twice monthly, Morgan Library welcomes as many as 70 older adults to its Steppers Dance Program.

This energetic program goes a long way in helping keep our library patrons active and in shape!

- ☐ Two complimentary tickets to Dinner on Dexter with prominent seating placement
- ☐ Logo on heavy rotation on digital screens inside participating libraries
- ☐ Vendor Booth at each class

- ☐ Inclusion in all Fit for Life: Steppers Program website announcements, emails and social media
- ☐ Opportunity to provide promotional items at classes

1,000 Books before Kindergarten: \$1,000



This national program promotes a love of reading to newborns, infants and toddlers, and prepares children for reading readiness when they begin kindergarten. Our Coliseum Boulevard Branch Library offers incentives and small milestone rewards to registered families.

Your contribution gives MCCPL the opportunity to expand the program to all branches and provide incentives for reaching reading milestones.

- ☐ Two complimentary tickets to Dinner on Dexter with prominent seating placement
- ☐ Logo on heavy rotation on digital screens inside participating libraries
- ☐ Inclusion in all 1000 Books before Kindergarten related website announcements, emails and social media
- ☐ Opportunity to provide promotional items as incentives

Book Clubs: \$1,000



Children, teens, and adults enjoy participating in monthly book club discussions.

We have 12 book clubs for adults, 2 for teens, and 1 for children, located across the 10 MCCPL libraries.

- ☐ Two complimentary tickets to Dinner on Dexter with prominent seating placement
- ☐ Logo on heavy rotation on digital screens inside participating libraries
- ☐ Inclusion in all Book Club related website announcements, emails and social media
- ☐ Company logo on bookmarks given to all members and for marketing book clubs

SEATING TICKET PRICES

\$100 – Single Ticket

\$150 – Couples Ticket

\$700 – Table reservation

Reserve your table of 8 and ensure your party sits together!

\$1,000 – Table Sponsorship

Seating for 8 with signage at your table



Montgomery City-County
Public Library

For more information visit www.dinnerondexter.com

EVENT ONLY SPONSORSHIP

\$1,500 – Reading Nook Sponsor – 6 available

There will be designated seating areas during the cocktail hour and as a reading nook sponsor, your logo and a 6ft table to showcase your business will be available at one of the nooks.

- ☐ 4 tickets to Dinner on Dexter
- ☐ 6ft Table to showcase your business
- ☐ Signage at Location



MGM Bicentennial Approved Event

13-11



Jefferson Davis High School

3420 CARTER HILL ROAD
MONTGOMERY, ALABAMA

MAIN OFFICE: (334) 269-3714

FAX: (334) 269-3715



Bobby E. Abrams, Jr.
Principal

Greetings,

My name is Pamela King, the Parent Liaison for **Jefferson Davis High School**. Under the leadership of Mr. Bobby E. Abrams, we live by the motto, *"Those Who Stay Will Be Champions."*

At **Jefferson Davis High School** we have over 200 champions who come to work daily educating, molding, encouraging and assuring our younger champions that they will be doctors, lawyers, entrepreneurs, welders, cosmetologist, and mechanics and many other professions.

As the Parent Liaison, I have hit the ground running to ensure that not only are my students taken care of but also the parents. I have begun the construction of a Food Pantry "Weekend Care Bag", this bag includes non-perishable food items to last over the weekend. As a result of this project, I am in need of storage (refrigerator/small deep freezer), and monthly items purchased to keep the pantry stocked with the items needed for our students. This project has been a heart-warming experience for me as I give these bags away each Friday. The array of students who have benefitted from this project has been a blessing to me.

Also, as I take care of the students, I enjoy taking care of the teachers who work tirelessly each day to prepare our students for the rest of their lives. I have been asked to prepare a grand celebration for Teacher Appreciation Week that will be held during the month of May. I will need additional resources as I prepare a celebration for the "teacher champions" at Jefferson Davis High School "The Empire".

All donations can be made payable to **Jefferson Davis High School** Attn: Parent Liaison. If you have any questions, you may contact me at 334-220-5027.

Thanking you in advance,

Pamela King

Parent Liaison



Jefferson Davis High School

3420 CARTER HILL ROAD
MONTGOMERY, ALABAMA

MAIN OFFICE: (334) 269-3714

FAX: (334) 269-3715



Bobby E. Abrams, Jr.
Principal

Greetings

Jefferson Davis High School lives by the motto **"Those Who Stay Will Be Champions"**. This motto is announced every morning and every evening to remind our students to *"walk like, act like, look like, but more importantly LEARN like CHAMPIONS."*

As administrators, counselors, educators and Class Sponsors we try to teach and provide our students a positive learning experience each day. We are planning early to collaborate field trips coupled with the lesson plans we will teach throughout the 2018-2019 school year.

However, we are planning to take most of our senior graduates to Grad Night - Six Flags in May 2019. Our goal as advisors is to take all of the seniors. However, economically we are in need of some additional resources to make this trip a success.

Our goal this school year is to have all of our seniors labeled as registered voters, take the ASVAB and the ACT. Although these are tangible goals, it is challenging to convince our young adults to have more than one option instead of just a "Plan A".

We are planning a number of events to assist with their exposure as well as provide them opportunities to be productive citizens.

The Six Flags budget includes 275 Six Flags/Whitewater Tickets @ \$71.00 each and 6 Capital Trailway Buses @ \$6000.00. if you could assist us with this project, we would be grateful, but most appreciative to share with our students the opportunity to enjoy this trip. At your convenience, we would love to share with you in person or via telephone our plans for this school year.

Thank you in advance,

Sonya Taylor (251) 586-3446; Pamela King (Assistant Coordinator)

Senior Advisor, Jefferson Davis High School



www.mc-ala.org/da

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



(334)832-2550

TO: CHAIRMAN ELTON DEAN
VICE-CHAIR RONDA WALKER
COMMISSIONER DAN HARRIS
COMMISSIONER ISAIAH SANKEY
COMMISSIONER DOUG SINGLETON

FROM: DARYL BAILEY DB

DATE: May 1, 2019

RE: COLD CASE UNIT

At the request of Commissioner Dan Harris, I am resubmitting my proposal to create a cold case unit in the Montgomery County District Attorney's Office.

This unit would consist of two full time District Attorney Investigators that would reinvestigate cases the have remained unsolved and are no longer being actively worked. This unit would work closely with the Montgomery County Sheriff's Office and the Montgomery Police Department. As the Chief Law Enforcement Official for Montgomery County, I believe that this unit should be housed in the District Attorney's Office.

On average there are approximately 10 homicide cases each year that go unsolved. The families of these victims deserve justice and they deserve to know that their case is not cold and that someone is actively working to bring the person responsible for the death of their loved one to justice.

I am requesting that the Montgomery County Commission consider this proposal and work with me to address this issue in our county.

Cold Case Unit Budget

PERSONNEL:

Salary, <u>Investigator I</u> , PS5-03	61,226	
Retirement - 11.16%	6,833	
Health Insurance	9,000	
Life Insurance	102	
Social Security	4,684	
Workers Compensation	612	
Total		82,457

Salary, <u>Investigator II</u> , PS6-02	69,064	
Retirement - 11.16%	7,708	
Health Insurance	9,000	
Life Insurance	102	
Social Security	5,283	
Workers Compensation	691	
Total		91,848

TOTAL PERSONNEL: 174,304

OPERATING EXPENSES:

Cell Phone Charges (\$44/mo)	2	528	1,056
Fuel Charges	2	1,200	2,400
			3,456

TOTAL ANNUAL EXPENSES: 177,760

ONE TIME EQUIPMENT EXPENSES:

Vehicle	1	25,000	25,000
Lights for Vehicle	1	2,000	2,000
Cell Phones/Cases/Clips	2	500	1,000
Badges	2	315	630
Bullet Proof Vests	2	845	1,690
Service Weapon	1	470	470
Desktops	2	600	1,200
Monitors	2	105	210
Printers	2	149	298

TOTAL ONE TIME EXPENSES: 32,498

**REQUEST FOR PROPOSAL
DETAINEE MEDICAL SERVICES PROGRAM
FOR THE
MONTGOMERY COUNTY YOUTH DETENTION FACILITY**

Invitation

The Montgomery County Commission (referred to herein as the “MCC”) will be accepting Request for Proposals for Detainee Medical Services for the Montgomery County Youth Detention Facility (referred to herein as the “Youth Detention Facility.”)

Submission Procedures, Requirements

One (1) original and four (4) copies of the proposal must be received by the County prior to _____ **(Central Standard Time)** on _____. All copies of the proposal must be under sealed cover and plainly marked. **No emailed or faxed proposals will be accepted.** Proposals should be delivered to mailed to:

Myrtle Singleton, Purchasing Manager
ATTN: Purchasing Department
101 South Lawrence Street
Montgomery, AL 36104
Phone: (334) 832-1269

Inquiries and Questions

Inquiries and questions should be submitted by email only to Brandi Alexander, Detention Director, at brandialexander@mc-ala.org no later than _____ **(Central Standard Time)** on _____. All inquiries or questions should be consolidated by each vendor and emailed prior to the _____ deadline. All questions that are submitted will be answered and given to all vendors attending the mandatory Pre-Proposal Meeting on _____.

Pre-Proposal Conference

A **mandatory Pre-Proposal Conference** will be held at the Montgomery County Youth Detention Facility located at 1111 Airbase Boulevard, Montgomery, AL, on _____ **(Central Standard Time)**. The conference will include a thorough discussion of Request for Proposal specifications and **Medical Vendor** questions. To promote complete understanding of the conditions, operation, location, requirements, and space availability, a tour of the facility will be conducted following the pre-proposal conference. **ALL INTERESTED VENDORS MUST ATTEND.** Vendors will not be allowed to submit a

proposal for this project if they or a representative of their company does not attend the Pre-Proposal Conference.

Prime Contractor Responsibly

Medical Contractor will assume responsibility for delivery of services and application performance, regardless whether or not the **Medical Contractor** subcontracts any of these items and services. The **Medical Contractor** will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. **Medical Contractor** will be totally responsible for all obligations outlined under this RFP.

Service Provider Qualifications

All proposers, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama state, county and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all proposers must be licensed and permitted in accordance with the Code of Alabama, Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, and Title 40, concerning licenses and taxation, unless otherwise exempt. All proposers should be prepared to timely submit to the county non-confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Proposal.

All vendors, contractors and grantees are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents.

All proposers must provide proof of proper certification of authority, and any required registration, to transact business in Alabama in order to perform work for the Montgomery County Commission. Proposer's Registration Number shall be provided on the Proposal. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

Facility and Population

The Montgomery County Youth Detention Facility is a 52-bed facility located in Montgomery, Alabama, the county seat of Montgomery County. The original facility was constructed in 1969, with expansions and renovations in 1992 and 2015. The facility houses pre-trial detainees, federal juveniles, and detainees awaiting court-ordered placements. The Youth Detention Facility also contracts as a detention facility for one (1) local municipality and five (5) additional counties.

The medical unit consists of one (1) medical examination room and one (1) office. Detainees are accessed/screened by detention staff using a medical questionnaire on arrival. The detainees are referred to medical upon intake if immediate medical attention is needed. Medical will meet with detainee within 72 hours of their intake once they are detained.

The medical services proposed will apply to detainees that are housed in the Youth Detention Facility and included in the base population. The base population for proposal purposes shall be 32.

I. Purpose

The primary objective of the Detainee Medical Services contract is to provide cost effective medically necessary services and maintain a level of quality in accordance with standards established by the National Commission on Correctional Health Care (NCCHC) and the American Correctional Association (ACA).

The MCC is soliciting proposals to provide the comprehensive detainee medical services outlined in Section II Scope of Services. Descriptions of these services included in this Request for Proposal are guidelines based upon national accreditation standards. **Medical Contractors** are encouraged to describe their approach to meeting each requirement based upon their understanding of ACA and NCCHC accreditation requirements. The MCC seeks creative responses. **Medical Contractors** are invited to submit variations from the specific requirements provided the level and quality of services are maintained. Such variations should be described as enhancements in the narrative response.

Specific objectives for the Detainee Medical Services contract include the following:

1. To design, establish and maximize the use of an onsite Medical Services program to meet the medical needs of detainees (e.g., initial physical assessments, ongoing evaluation and treatment of minor medical conditions, reduction of offsite trips, and stabilization of urgent and emergency medical conditions);
2. To establish an onsite Mental Health care system with the current Court Therapists to meet the needs of the detainees; and
3. To establish an offsite Provider Network of hospitals, physicians, and other ancillary medical providers to provide medically necessary services to detainees when those services cannot be delivered at the Youth Detention Facility.

The successful bidder will negotiate in good faith with MCC to formalize a contract for the detainee medical services.

II. Scope of Services

A. Onsite Detainee Medical Services

The **Medical Contractor** will deliver cost effective care for detainees at the Youth Detention Facility.

1. Intake Screening

A licensed or appropriately trained health care professional will perform an intake screening on incoming detainees upon admission to the Youth Detention Facility. Individuals brought into the Youth Detention Facility and detained must be medically cleared prior to booking. The screening will identify those individuals with medical conditions, dental needs, mental disorder, detainees in need of special management or close supervision, and those with suicidal tendencies. Detainees will be booked and admitted into the Youth Detention Facility 24 hours a day, seven days a week.

- a. The **Medical Contractor** will implement a policy and procedure and forms to ensure compliance with accreditation standards. Proposals will include a plan for completing the screening examinations. Attach a copy of the **Medical Contractor's** screening policy and form.
- b. When clinically indicated, there is an immediate referral to an appropriate health care service.
- c. Notation of the disposition of the detainee, such as immediate referral to an appropriate health care service, approval for placement in the general detention population with later referral to an appropriate health care services, or approval for placement in the general detention population.
- d. Immediate needs are identified and addressed, and potentially infectious detainees are isolated.
- e. Screening for tuberculosis disease is completed.
- f. The **Medical Contractor** shall work in conjunction with the Youth Detention Facility staff to provide for appropriate detainee placement, such as the following:
 - (1) Placement in the open population;
 - (2) Placement in the open population and referral to the appropriate health care service at the Youth Detention Facility;

- (3) Immediate referral to a physician or physician's assistant when indicated; and
- (4) Referral to an appropriate offsite preferred provider/facility for emergency treatment.

Youth Detention Facility staff will be notified if a detainee refuses any aspect of the intake screening and the detainee will remain separated from open population.

2. Placement Screening (to other placements)

A placement screening will be performed by qualified health care professionals on all necessary detainees for placement to ensure continuity of care. Notification, provided by Youth Detention Facility administration to the **Medical Contractor** prior to departure of detainee, will facilitate completion in a timely manner.

3. Inmate Requests for Health Care Services

The **Medical Contractor** will establish policies and procedures for handling and responding to detainee requests for health care services. **Medical Contractor** policies and procedures shall be subject to review and comment by the Youth Detention Facility Director.

Detainees will have the opportunity to request health care services daily. Detainees may request services orally or in writing. Health care personnel will review the requests and determine the appropriate course of action to be taken to include immediate intervention or scheduling for nursing sick call or a provider evaluation.

4. Assessment Protocols

The **Medical Contractor** will establish assessment protocols to facilitate the sick call process. The assessment protocols will be appropriate for the level of skill and preparation of the nursing personnel who will carry them out. The assessment protocols will be in compliance with relevant state professional standards or nurse practice acts and will be approved by the health authority.

5. Special Management Rounds

Qualified health personnel will perform daily rounds on detainees who are separated from the open population to determine the detainee's health status and to ensure access to health care services. A record of the special management

rounds will be maintained, and all clinical encounters will be noted in wing log books, documented on special management forms, and listed in medical records.

6. Female Preventive Health Care

The **Medical Contractor** will be responsible for the provision of medically necessary health services to the female detainee population to include, at a minimum, the following:

- a. Sexually transmitted disease screening for syphilis, gonorrhea, and chlamydia;
- b. Pre-natal care;
- c. Provision of appropriate vitamins and dietary needs; and
- d. Identification and management of high-risk pregnancies, including appropriate referrals.

The **Medical Contractor** will not be responsible for fetus care or care after birth to the baby. However, an after-care plan will be developed for the mother prior to delivery.

7. Infectious Disease

The **Medical Contractor** shall establish policy and procedures for the care and handling of detainees diagnosed with infectious disease, chronic illnesses and other special health care needs.

The **Medical Contractor** will develop an infection control program that focuses on surveillance, prevention, treatment and reporting. In addition to procedures generic to “infectious diseases,” disease-specific programs will be established to include:

- a. **Tuberculosis** – The **Medical Contractor** will develop a TB surveillance, treatment and monitoring program consistent with community standards.

If a detainee tests positive for a PPD test, the detainee shall be scheduled for and receive a chest X-ray, with appropriate follow-up and care, including isolation, if required.

- b. **HIV/AIDS** – HIV testing and counseling will be done on a confidential basis to detainees after being detained for 72 hours.

A physician will evaluate detainees identified as having HIV disease. HIV detainees will have access to infectious disease specialists and HIV medications as determined medically necessary.

A committee (quality improvement) is responsible for the infectious control program (positive PPD, TD, hepatitis, etc.) in accordance with the standards established by the National Commission on Correctional Health Care (NCCCHC) and the American Correctional Association (ACA).

8. Chronic Illness and Special Needs

The **Medical Contractor** will establish a plan for the identification, treatment and monitoring of detainees with chronic illnesses and special health care needs. Upon identification of a detainee with a special health care need, the detainee will be referred to the **Contractor's** Health Care Provider. The Health Care Provider will establish a special needs treatment plan to guide the care of detainees with special needs.

9. Onsite Specialty Services

The **Medical Contractor** will provide onsite specialty clinics, if deemed necessary, whenever feasible to reduce the volume and duration of offsite services.

10. Emergency Services

The **Medical Contractor** will establish policies and procedures to address emergency situations. The emergency policies will provide for immediate response by the health staff to stabilize the detainee. Emergency services to include first aid and cardiopulmonary resuscitation services will be provided onsite.

The **Medical Contractor** will report emergency transfers to the Youth Detention Facility Director and/or his/her designee. The report should indicate, at a minimum:

- Detainee name and date of birth;
- The date and time the emergency service was requested;
- The date and time the emergency service was initiated;
- The nature of the emergency;
- The date and time the detainee left the facility; and
- The current and final disposition.

11. Emergency Response Plan

The **Medical Contractor** will establish policies and procedures to address the health aspects of the emergency response plan. The related policies and procedures will be approved by the Youth Detention Facility Director or designee and include:

- Responsibilities of health staff;
- Procedures for triage;
- Predetermination of the site for care;
- Telephone numbers and procedures for calling health staff and the community emergency response system (e.g., hospitals, ambulances);
- Procedures for evacuating patients;
- Alternate backups for each of the plan's elements;
- Respond to all calls in the facility; and
- Provide 24-hour coverage during any disaster situation.

The health aspects of the emergency plan will be tested or drilled, as required by NCCHC or ACA standards. These drills will be observed and critiqued in a written report.

12. Medication Management

The **Medical Contractor** will provide a pharmaceutical program in accordance with federal, state, and local laws to meet the needs of the detainee population. Medications shall be administered to detainees as prescribed. Appropriately trained health care personnel will administer medications and the administration of each dose will be documented. The program will also include guidelines for administering medications to those detainees scheduled to be temporarily out of the Youth Detention Facility (e.g., for court appearances). The **Medical Contractor's** pharmaceutical program will address, at a minimum, the following:

- a. Medication ordering process.
- b. Medication administration systems to include Direct Observed Therapy (DOT), as approved by health care professional.
- c. Routine/non-urgent medication shall be administered within 24 hours of physician's order with urgent medication provided as required and ordered by physician.
- d. Documentation of detainee education addressing potential medication side effects.

- e. Documentation of medication administration to detainees utilizing the medication administration record.
- f. Documentation of a detainee's refusal to take the prescribed medication.
- g. Requirements for physician evaluations prior to the renewal of medication orders to include psychotropic medications. The re-evaluation will be documented in the detainee's health record.

Medications will be maintained under proper conditions and in a secure area. A log indicating the use of stock medications will be maintained. The **Medical Contractor** shall provide policies and procedures for the removal and disposal of any and all outdated, unneeded, or surplus medications.

13. Laboratory Services

The **Medical Contractor** will ensure the availability of laboratory studies as determined necessary. Routine and Stat laboratory specimens will be processed and written reports will be provided in a timely manner. A **Medical Contractor** will review test results with abnormal findings.

The **Medical Contractor** will provide equipment and supplies to perform onsite laboratory testing as required by NCCHC and ACA standards.

14. Radiological Services

The **Medical Contractor** will ensure access to radiological studies as determined necessary. Routine and Stat radiology services will be processed and written reports will be provided in a timely manner. A board certified or board eligible radiologist will interpret test results.

15. Mental Health Services

The **Medical Contractor** is responsible for coordinating mental health services with the onsite Court Therapist I and Court Therapist II. Court therapists will administer the MAYSI-II within 72 hours of a detainee's placement and will assess and make recommendations for their suicide risk.

The **Medical Contractor** is responsible to have a licensed psychiatrist on-call 24 hours per day, seven (7) days a week, to be available for consultation, as needed.

Health care staff will be trained on the identification and treatment of detainees who are at risk for suicidal and/or homicidal acts. Detailed policies and procedures will be in place for both the onsite treatment of such detainees and for referrals to the mental health preferred provider when medically necessary for continued treatment.

16. Health Records Management

The **Medical Contractor** will establish policies and procedures addressing the health record format and documentation requirements. The **Medical Contractor** will ensure that health records are maintained in a standardized format in accordance with prevailing medical regulations for confidentiality, retention, and access. A problem-oriented health record format will be utilized.

A health record will be established for each detainee who receives care beyond the initial intake screening.

The **Medical Contractor** will be responsible during the term of the contract for the storage and retention of health records in compliance with mandated statutes of the State of Alabama.

17. Nutritional Services

The **Medical Contractor** will be responsible for cooperating with the established food service program to ensure the provision of medically necessary diets. The following diets may be ordered from food service: (The following list should be changed to reflect the special medical diets available at the Youth Detention Facility.) Any claims to food allergies will be verified before a special diet is ordered. The doctor/physician must order the special diet and it be approved by the Youth Detention Facility Director or his/her designee.

- Mechanical soft
- Low sodium
- ADA Diabetic
- Full liquid
- Clear liquid
- Pregnancy Diet

18. Detainee Complaint/Grievance Procedure

The **Medical Contractor** will establish policies and procedures that address the handling of detainee complaints related to health services to include a process for appeals.

The **Medical Contractor** will be given access to the Youth Detention Facility Grievance forms which will be used to answer grievances and for tracking of

complaints from receipt to resolution. The **Medical Contractor** shall initiate its response to grievances within 72 hours of receipt.

The **Medical Contractor** will generate and provide to the Youth Detention Facility Director or designee a monthly report of complaints received. The reports should include, at a minimum, detainee name and date of birth, date the complaint was received, complaint description, date of response, and a brief description of the resolution.

19. Dental Care

Dental care will be provided under the direction and supervision of a licensed dentist.

The **Medical Contractor** will provide dental referrals on an as-needed basis. The **Medical Contractor** will provide detainees with dental education and oral hygiene instruction.

20. Quality Improvement

The **Medical Contractor** will implement a Continuous Quality Improvement (CQI) program. The CQI program will be utilized to evaluate the health care program on a continual basis for quality, appropriateness, and continuity of care. A CQI committee shall be formed by the health authority. The committee will be responsible for implementation of the CQI program and will meet at least quarterly. Written records will be kept of all CQI activities.

The **Medical Contractor** shall actively seek out opportunities for program improvement based on CQI outcomes.

21. Onsite Services for Youth Detention Facility Staff

The **Medical Contractor** will provide the following medical services for Youth Detention Facility Staff:

- Annual tuberculin skin testing and referral as appropriate; and
- Emergency intervention for onsite injuries.

The **Medical Contractor** will not be responsible for the provision of routine health services to Youth Detention Facility staff. However, health staff will provide onsite emergency intervention for staff, detainees, and visitors when necessary.

III. Offsite Medical Services

The **Medical Contractor** will deliver comprehensive medical services, including medical specialty consultation, outpatient treatment, and hospitalization by coordinating care with community-based medical providers and hospitals.

1. Provider Network

The **Medical Contractor** will develop an offsite Provider Network, local when possible, to provide medically necessary services, which cannot be reasonably provided at the Youth Detention Facility. At a minimum, the following providers are essential to ensuring comprehensive health care:

- a. A general hospital facility to provide treatment for those detainees requiring inpatient hospitalization, emergency department services, mental health care, and outpatient (diagnostic and treatment) services.
- b. Individual practitioners and/or group specialty physician practices to provide specialty consultations in a wide range of medical specialties to ensure access to medically necessary services.
- c. Community health and mental health providers to promote continuity of care and consistency with community standards of care.

2. Provider Agreements

To the extent possible, the **Medical Contractor** will secure written agreements with medical and health service providers. Evidence that the **Medical Contractor** has the capacity to develop networks, including descriptions of existing networks and letters from providers, may be included with proposals.

3. Coordination of Services

The **Medical Contractor** will establish policies and procedures for referring detainees to specialty care providers when determined necessary by the **Medical Contractor's** health care provider.

- a. The **Medical Contractor** will coordinate arrangements for offsite care with the appropriate Youth Detention Facility staff for the transportation of detainees.
- b. The **Medical Provider** shall generate and complete an appropriate Request for Consultation form for detainees who require specialty care services. This

completed form will accompany the detainee during transport from the Youth Detention Facility to a provider for treatment.

- c. The **Medical Contractor's** provider is responsible for supplying offsite provider with necessary medical information, as well as any relevant health plan and payer information collected about the detainee.
- d. Each offsite referral will result in a legible consultation/treatment report from the offsite provider to be filed in the detainee's medical record. The **Medical Contractor's** provider will review the consultant report. This legible report will contain:
 - Reason for consult;
 - Appropriate exam/lab findings;
 - Diagnosis;
 - Treatment plan(s); and
 - Follow-up appointment (if necessary).
- e. Recommendations involving any special procedures or non-routine follow-up will be communicated between the provider and the appropriate on-site health care provider.

4. Utilization Management

- a. The **Medical Contractor** will be responsible for determining the medical necessity of offsite medical services.
- b. The **Medical Contractor** will establish a utilization management program for the review and analysis of offsite referrals to preferred providers, including sub-specialty and inpatient stays. The program will include non-urgent hospitalization pre-certification, concurrent hospitalization review, discharge planning, and prior authorization of targeted procedures. The utilization management program will demonstrate that the use of offsite services has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

5. Offsite Statistical Reports

The **Medical Contractor** will generate and provide the Youth Facility Detention Director or designee a monthly report of specialty care referrals. The report should indicate, at a minimum:

- Date and time the initial medical and/or after-hours medical request was received;

- Detainee name and date of birth;
- Date and time of examination by a physician;
- Date and time the referral was made; and
- Current and final disposition.

IV. Staffing and Human Resources

A. Staff and Schedule

The **Medical Contractor** will provide sufficient staff, schedules and human resources support to maintain stable and productive staffing and management onsite to provide the specified detainee medical services while meeting national standards.

The **Medical Contractor** will propose sufficient staff in a staffing plan, the positions and shift assignments shown on the minimum staffing schedule included in this Request for Proposal. Attach a copy of the plan.

The staffing plan and schedule will ensure that the following conditions are met:

1. A physician or nurse practitioner is on-call via telephone 24 hours per day, seven (7) days per week.
2. A fulltime RN for two (2) 12-hours a day shifts, seven (7) days a week, will be on duty.
3. A physician or nurse practitioner will make rounds at least two (2) times each week at the Youth Detention Facility.
4. Hours worked by health personnel shall be spent onsite at the Youth Detention Facility, except as otherwise authorized by the Youth Detention Facility Director.
5. Contractual employees shall be required to comply with sign-in and sign-out procedures as set forth by the Youth Detention Facility, as well as requirements to wear an identification badge at all times at the Youth Detention Facility.
6. Records of hours worked and the staff schedule will be available, upon request, to the Youth Detention Facility Director for review.

B. Recruitment

The **Medical Contractor** will demonstrate that it has proven recruitment capabilities for necessary medical personnel.

1. Recruitment Resources and Plan

The **Medical Contractor** will describe its resources and approach to recruiting for all staff. Attach a copy of the plan.

2. Onsite Medical Leadership and Management Plan

The **Medical Contractor** will demonstrate ability to provide experienced and qualified leadership in key onsite positions by defining required experience, describing performance in similar facilities, and outlining plans to maintain leadership in place continuously. Key positions for this proposal are listed below:

- a. Health Systems Administrator (offsite)
- b. Doctor/Nurse Practitioner
- c. Registered Nurse

Attach a copy of the plan.

C. Hiring and Credentials

The **Medical Contractor** will employ only licensed and qualified staff with all contracted health care providers meeting licensure or certification requirements in their health care professions. The **Medical Contractor** will:

- 1. Require candidates to visit the Youth Detention Facility for an interview or to visit the facility prior to offering the selected candidate a position.
- 2. Interview staff candidates with special focus on technical expertise, employment history, and motivation.
- 3. Complete a credentialing process, consistent with community standards for each licensed health care professional. A copy of the application, credentialing verification documents, complete work history, license, and degree will be maintained on file. The Youth Facility Detention Director will have access to this information upon request.
- 4. Require personnel to pass a background investigation conducted by and at the expense of the MCC as a requisite for initial and/or continued employment. Rejection of any job applicant by the Youth Detention Facility Director will be final. Background investigations will be completed within a reasonable timeframe.

5. Ensure that medical personnel will comply with current and future county, federal, and local laws, regulations, court orders, administrative regulations, administrative directives, and the policies and procedures of the Youth Detention Facility.
6. Ensure that health care personnel are trained and certified in Basic Life Support-Cardiopulmonary Resuscitation (BLS-CPR) with re-certification provided as required by the regulatory body.

D. New Employee Orientation

The **Medical Contractor** is responsible for ensuring that new health care employees are provided with an orientation addressing the policies, procedures and practices of the onsite health care program. Orientation regarding other facility operations will be the responsibility of the Youth Detention Facility Director.

E. Ongoing In-Service Training

The **Medical Contractor** will provide annual in-service training for qualified health services personnel as required by NCCHC and ACA standards. In-service training hours and subject matter will be consistent with accreditation requirements.

F. Position Descriptions

The **Medical Contractor** will provide a written position description for each member of the health care staff. The job description will delineate the employee assigned responsibilities and will meet requirements of the American Disabilities Act.

G. Performance Appraisals

The **Medical Contractor** will monitor the performance of health care staff to ensure adequate job performance, in accordance with position descriptions. **Contracted management staff** shall properly complete employee evaluations for those employees under their direct supervision, in accordance with applicable laws.

H. Administrative Procedures

The **Medical Contractor's** management staff shall represent the health unit in discussions with local civic groups or visiting officials as mutually agreed upon by the **Medical Contractor** and the Youth Detention Facility Director.

I. Security

Medical Contractor personnel are subject to the security regulations and procedures of the Youth Detention Facility. **Medical Contractor** personnel are subject to removal from facility at any time for security reasons as determined by the Youth Detention Facility Director or his/her designee.

J. Training and Information for Detention Staff

The **Medical Contractor** will provide detention personnel with ongoing structured health education, as well as health information to include infectious disease, mental health issues, management of emergency situations and other topics required by NCCHC standards, ACA standards, and other applicable standards.

V. Contract Administration

The **Medical Contractor** will provide expert management and resources to support the detainee medical services program and to maintain full compliance with the Request for Proposal and negotiated final contract.

A. Management Plan

The **Medical Contractor** will propose a management plan to demonstrate the capability to supervise and monitor the onsite program at the Youth Detention Facility. The management plan will include:

1. A description of corporate resources planned to support the onsite medical services managers and staff.
2. A description of the **Medical Contractor's** approach to implementing the proposed contract services during the transition period.
3. The assignment of regional management and designated contract representative with outline or organization chart showing lines of communication and reporting.
4. A program of ongoing contract operations review and program evaluation.

Attach a copy of the plan.

B. Clinical Program Implementation

The **Medical Contractor** will demonstrate the ability to prepare and implement protocols, policies, and procedures that comply with NCCHC and ACA standards and requirements set forth herein.

C. Cost Containment Plan

1. Aggregate Caps

- a. The **Medical Contractor** shall clearly set forth an annual limit on offsite liability, including all services provided outside of the Youth Detention Facility and emergency transportation. This annual limit shall be an amount sufficient to cover all offsite care.
- b. The **Medical Contractor** shall also set forth an annual limit on pharmacy costs. This annual limit shall be an amount sufficient to cover all pharmacy costs.
- c. For each of these limits, the **Medical Contractor** must propose how to handle any amounts incurred above this annual limit.
- d. Should annual costs for offsite and/or pharmacy fall below the annual limits, the **Medical Contractor** will refund these savings.

Attach a copy of the plan.

2. Cost Reports

The **Medical Contractor** will report monthly on costs incurred for offsite and pharmacy expenses applicable to the annual caps to the Youth Detention Facility Director and Finance Director for the Montgomery County Commission.

D. Statistical and Management Reporting

The **Medical Contractor** will compile monthly statistical utilization reports of services provided, which are to be used to create quarterly service reports to the Youth Detention Facility Director or designee. The **Medical Contractor** will describe the methods to be used in implementing a management information system for collecting and analyzing trends in the utilization of the medical services provided. The **Medical Contractor** will provide an annual contract summary report to the Youth Detention Facility Director and Finance Director for the County Commission.

E. Hazardous Waste Management

The **Medical Contractor** will be responsible for the removal and disposal of medically generated hazardous and pharmaceutical waste materials. Removal and disposal will be in accordance with applicable local, county, and federal rules, regulations, and codes.

F. Insurance

Upon award of this contract, entry into a contract is expressly conditioned upon the **Medical Contractor** obtaining certificates of insurance indicating that the insurance requirements below listed are in force.

1. Indemnity and Hold Harmless Agreement

To the fuller extent allowed by law, the provider shall indemnify, defend and hold the County, MCC, Officers, and their affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services pursuant to this Contract, or any act or omission, by Provider or its affiliates, employees, agents, subcontractors or representatives. Provider shall provide the MCC with proof of the insurance coverage required herein, including without limitation, general liability coverage including the County as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

2. Instructions

The **Medical Contractor** shall not commence work under this contract until the **Medical Contractor** has obtained all insurance required under this section and such insurance has been approved by the MCC or representative, nor shall the **Medical Contractor** allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

3. Worker's Compensation Insurance and Employer's Liability Insurance

The **Medical Contractor** shall take out and maintain during the life of this contract the applicable statutory Workers' Compensation Insurance with an insurance company in all counties covering all the **Medical Contractor's**

employees, and in the case of any work sublet, the **Medical Contractor** shall require the **Medical Contractor's** subcontractors similarly to provide statutory Workers' Compensation Insurance for the subcontractor's employees.

4. **Commercial General Liability Insurance**

The **Medical Contractor** shall maintain during the life of this contract such Commercial General Liability Insurance as shall protect the **Medical Contractor** against claims for damages resulting from bodily injury, including wrongful death and property damage, which may arise from operations under this contract whether such operations be by the **Medical Contractor** or by any subcontractor. The minimum acceptable limits of liability to be provided by such General Liability Insurance shall be as follows:

Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000

5. **Professional Liability Insurance**

The **Medical Contractor** shall maintain, during the life of this contract, such Professional Liability Insurance as shall protect the **Medical Contractor** against claims for damages resulting from medical incidents, which may arise from operations under this contract, whether such operations are by Medical Provider or the **Medical Contractor** staff. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:

Each Incident:	\$3,000,000
Aggregate:	\$5,000,000

6. **Certificate of Insurance**

The **Medical Contractor** shall furnish the Montgomery County Commission with a copy of the certificate(s) of insurance evidencing policies required in Numbers 3, 4 and 5 listed above. The **Medical Contractor** shall give the Montgomery County Commission at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the insurance policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this contract, the **Medical Provider** shall furnish a certificate of insurance evidencing renewal of such coverage to the Montgomery County

Commission. The certificate(s) of insurance shall clearly show this contract number.

7. Subcontractor's Insurance

The **Medical Contractor** shall require each subcontractor to take out and maintain during the life of the subcontract the same insurance coverage required under Section F, Paragraphs 3, 4, and 5 above, including the extensions of coverage required under those paragraphs. The Montgomery County Commission, depending on the particular service being performed by the subcontractor, may grant exceptions. Each subcontractor shall furnish to the **Medical Contractor** two (2) copies of a certificate of insurance, and such certificate shall contain the same information required in Paragraph 6 above. The **Medical Contractor** shall furnish one (1) copy of the certificate to the Montgomery County Commission.

G. Other Terms and Conditions

The **Medical Contractor** will confirm its acceptance of the following general terms and conditions:

1. Contract Period

The **Medical Contractor** shall furnish labor, materials, and supplies necessary to provide complete health services to detainees, as per the accepted proposal and subject to the execution of a contract with terms and conditions deemed necessary by the MCC. It is the intent of the MCC to award this contract for a twelve (12) calendar month period. However, the MCC may, at their option and in agreement with the successful bidder, renew the contract for up to two (2) additional years (2020 and 2021), in twelve (12) month increments. The contract price shall remain firm for a one (1) year period. At the end of each one (1) year period, a price increase may be allowed but shall not exceed 5% per year.

This Contract shall be effective and commence immediately upon the same date as its full execution.

2. Termination of Contract

The MCC will have the authority to submit a written recommendation to terminate the contract for default to include unreasonable non-performance. This recommendation shall be supported through specific documented instances. The **Medical Contractor** will be provided with an opportunity to

cure the conditions within a specified and reasonable time period. If cured, no termination shall occur.

Either party shall have the option to terminate the contract without cause based upon ninety (90) days written notice.

3. Penalties

Beginning after ninety (90) days from the start date of the contract, the **Medical Contractor** will be assessed penalties according to a negotiated schedule. Penalties will directly relate to essential services and will be applied when such services are not provided within timeframes defined by accreditation standards. Examples of essential services include: intake screenings, history and physicals, chronic care clinics, and medication administration.

Penalties will not be assessed when failure is the result of conditions beyond the **Medical Contractor's** control, including such conditions as physical plant limitations, strikes or labor disputes, detainee disturbances, and restricted access to detainees.

4. Non-Discrimination

The **Medical Contractor** will agree to comply with the policies of the Youth Detention Facility and all applicable federal, state, and local laws, rules, and regulations whereby discrimination is prohibited on the grounds of race, religion, color, sex, age, national origin, or disability.

VI. Contractor Qualifications and Experience

The **Medical Contractor** will be an experienced provider of comprehensive detainee medical services, including all of the specified services under all inclusive contracts with correctional agencies.

A. Minimum Qualifications

The **Medical Contractor** will meet the following minimum requirements to be considered for award of this contract.

1. The **Medical Contractor** will have a minimum of three (3) years of medical correctional health care experience or demonstrated equivalent experience.

2. The **Medical Contractor** will have demonstrated experience managing a correctional facility with an average daily population of twenty-seven (27) or more for at least three (3) years.
3. The **Medical Contractor** will conform to State standards for medical services provided in juvenile institutions as established by the Alabama Department of Youth Services or other appropriate State authority, or by statute. The system must be in substantial conformance with the *Standards for Health Services in Juvenile Detention and Confinement Facilities*, 2004 Edition, developed by the National Commission on Correctional Health Care (NCCHC); *Health Care*, 1991 3rd Edition, American Correctional Association, Juvenile Standards, and *2016 Supplemental Standards*, November 2016, American Correctional Association, Juvenile Detention Standards Additions and Revisions.

B. Summary of Experience

1. The proposal shall describe the respondent's past performance and effectiveness in similar work as it relates to the requirements to be provided for in this contract. The respondent shall describe its experience in providing and supporting the delivery of quality services for the requirements of this contract over an extended period of time.
2. The proposal shall include a list of all current clients, including contact names, mailing address, telephone number, and email addresses.
3. The proposal shall include a list of all former clients, including contact names, mailing address, telephone number, and email addresses. This list shall indicate whether the **Medical Contractor** or the Contracting agency terminated the contract and the reason for the termination.
4. The proposal shall include a detailed list of any fines or penalties (excluding contractual liquidated damages) the **Medical Contractor** has had to pay to state, local, or federal agencies, or shareholders.
5. The proposal shall include a description of all instances in the past five (5) years in which the **Medical Contractor** has requested additional money beyond what was agreed to in the initial contract. This does not pertain to routine contract renewals or extensions, but rather any instances in which the **Medical Contractor** requested an adjustment to its original bid after it started operating the contract.
6. The proposal shall include a brief description of the **Medical Contractor's** approach to client acquisition and retention, including a list of all new clients added in the past two (2) years.

C. Key Medical Services Staff

The **Medical Contractor** will submit a list consisting of the names, title, and qualifications of key medical services staff as it applies to the offer. The list may include corporate executive management with responsibilities related to the proposed contract, individuals assigned to organize and implement the detainee medical services, and candidates to assume onsite positions, if available. The **Medical Contractor** shall provide resumes giving the educational background, professional experience, and special qualifications of personnel providing services in accordance with this contract.

D. Litigation History

1. The **Medical Contractor** shall submit a listing of all litigation filed against the company, closed and pending, related to detainee health services, problems or disputes over the firm's performance on contracts or projects held during the last five (5) years, specifying the jurisdiction of the case (i.e., state or federal), and individual or class action. Cases should be separated by type of litigation (i.e., tort malpractice, federal civil rights violation cases), or related to contract terms, termination, or breach or failure to perform. Indicate the status of each case (i.e., active, dismissed, or settled).
2. The **Medical Contractor** shall also provide a comprehensive description, including outcome, of any jails, prisons, counties, states, clients, former clients, employees/agents of clients, and competitors that the proposer has sued. Failure to disclose such terminations may be grounds for MCC to reject the proposal and eliminate it from further consideration.
3. List all contracts terminated early by the **Medical Contractor**. Give an explanation for each early termination.
4. List all contracts cancelled in the last four (4) years by the **Medical Contractor** and provide an explanation for each.
5. List all **Medical Contractor** contracts in the last four (4) years that were cancelled or terminated early by any governmental agency or private correctional company and provide an explanation for each.

E. Subcontractors

If subcontracting is to be used:

1. If selected, the **Medical Contractor** shall submit a list of those subcontractor personnel who will be assigned for direct work on the contract and the approximate time each will be devoting to work on the resultant contract. The respondent shall provide resumes giving the educational background, professional experience, and special qualifications of personnel providing services in accordance with this contract.
2. If selected, the **Medical Contractor** shall describe the proposed subcontractor's past performance and effectiveness in similar work. The respondent shall submit a list of the types of similar work performed by the subcontractor(s) within the last three (3) years. The respondent shall submit references, government and/or private sector, which can provide knowledgeable input about prior performance.

VII. Price

The price shall include the furnishing of all professional services, labor, supplies, medication costs including prescription drugs, insurances, licenses and applicable taxes necessary or proper for completion of the scope of work as described herein, based on present statutes, law and standards of care. The contract price shall remain firm for a one (1) year period. At the end of each one (1) year period, a price increase may be allowed but shall not exceed 5% per year.

Population: To assist with the determination of a proposed contract price, the average daily population (ADP) for years 2016, 2017 and 2018 is 32 detainees.

YEAR	ADP
2016	31
2017	37
2018	27

VIII. Contract Information

The contract awarded by the County Commission will have the following Dispute Resolution provision:

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 discussion 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 (COMPANY).

IX. Evaluation of Proposals Submitted

The criteria used for objectively evaluating each proposal and determining the selection committee's recommended award will include the following:

- A. The extent to which the proposed medical health care services meet the Youth Detention Facility's current and expected requirements as specified in the RFP;
- B. The extent to which the proposed services meet the guidelines prescribed by the American Correctional Association (ACA), the National Commission on Correctional Health Care (NCCHC), the American Medical Association (AMA), and any other applicable local, county, or federal guidelines, rules, regulations, code and/or laws.
- C. The extent to which the proposal meets all other RFP requirements specified herein;
- D. References from current and former clients/customers;
- E. Qualifications, expertise, and experience in providing the required services;
- F. The qualifications, expertise, and experience of the professionals proposed by the **Medical Contractor** to subcontract to provide services.
- G. Any other pertinent criteria as determined by the Youth Detention Facility Director and the MCC; and
- H. Cost.

Attachment A: Cover Sheet

RFP for Detainee Medical Services Program

Proposal Date: _____

Company Name: _____

Name of Company Representative: _____

Position: _____

Address: _____

Email Address: _____

Company Web Page: _____

Phone: _____

Fax: _____

Date: _____

Signature:

Tammy Nix

From: Darryl Parker
Sent: Monday, April 22, 2019 3:19 PM
To: Donald Mims; Tammy Nix
Cc: Steven Reed; William Flowers
Subject: ELECTION BUDGET BREAKDOWN 2019 SPECIAL ELECTION.pdf
Attachments: ELECTION BUDGET BREAKDOWN 2019 SPECIAL ELECTION.pdf

Donnie,

Please find attached the Election budget breakdown of State Covered and Non-covered expenses per the Montgomery County Commission as indicated.

Darryl Parker
Elections Director
Montgomery Election Center
In the Office of Probate Judge Steven L. Reed
125 Washington Ave.
(334) 832-7744 Ofc.
(334) 832-7131 Fax
DarrylParker@mc-ala.org

Election Expenses
Reimbursement v. Out of Pocket costs
2019 Special House 74 Elections

Account	Account Description	Budget Requested	Reimbursable by the State
115	Extra Help	\$ 35,000.00	NO
175	Election Worker's Fees	\$ 65,000.00	YES - except for the Cell Phone Stipend allotted to Chief Inspectors (\$20 per Chief Inspector)
183	Voting Equipment Delivery	\$ 30,000.00	NO
219	Other Misc. Supplies	\$ 125,000.00	MOST - Around \$2,000 not covered
221	Building and Land Rentals	\$ 4,000.00	NO
252	Postage	\$ 2,500.00	YES - For required mailings
253	Advertising	\$ 10,000.00	YES - We are required by law to publish certain items to a newspaper of general circulation
260	Mileage	\$ 750.00	NO - This would only be reimbursable if used by election officials (i.e. poll workers); this is for staff set-up and delivery of equipment when necessary to use personal vehicles in addition to the County Elections Van.
304	Contract Services	\$ 2,500.00	NO
TOTAL BUDGET REQUESTED:		\$ 274,750.00	

Approximate amount reimbursable by the State of Alabama Comptrollers **\$ 196,040.00**

Out of pocket for Montgomery County Commission general funds: **\$ 78,710.00**

17.2

Section 17-16-2

Reimbursing counties for election expenses - "Expenses" defined.

As used in this chapter, the term "expenses" shall include the following items and any other items approved as reimbursable expenses by the Election Expense Reimbursement Committee pursuant to Section 17-16-2.1:

- (1) The compensation and mileage provided by law for election officials.
- (2) The compensation provided by law for the clerk or other official acting as absentee election manager.
- (3) The costs of ballots, supplies, and other materials or equipment necessary for election officials to conduct elections as required by law and as certified by the judge of probate as chief election official of the county.
- (4) The costs of absentee ballots, supplies, postage, and other materials required by law to be furnished to the absentee election manager.
- (5) The cost of preparing and furnishing the lists of qualified electors to the election officials as required by law.
- (6) The cost of publishing any notice or other item related to any election and required by law, including, but not limited to, the publication of notice of any election and any voter lists.

(Acts 1955, No. 160, p. 406, §1; §17-21-1; amended and renumbered by Act 2006-570, p. 1331, §78; Act 2011-147, p. 276, §1.)

Request Number: 3

COUNTY COMMISSION APPROVAL:

_____ Administrator	_____ Date
------------------------	---------------

Montgomery County Commission

Account Number	Account Description	2017 Actual Amount	2018 Actual Amount	2019 Budget
Department: 51913 - State Special Election- Budget set up as Needed				
<i>OP - Other Operating</i>				
115	Extra Help	12,568.36	24,881.18	0.00
175	Election Workers' Fees	88,810.00	131,145.00	0.00
183	Voting Equipment Delivery	37,849.30	39,355.00	0.00
211	Office Supplies/Minor Equipment	111.35	238.72	0.00
219	Other Miscellaneous Supplies	121,252.11	134,053.71	0.00
221	Building and Land Rentals	1,800.00	2,200.00	0.00
252	Postage	213.90	2,606.04	0.00
253	Advertising	3,927.91	8,046.20	0.00
260	Travel - Mileage	552.12	550.83	0.00
304	Contract Services	0.00	1,650.00	0.00
<i>Account Classification Total: OP - Other Operating</i>		\$267,085.05	\$344,726.68	\$0.00
Department Total: 51913 - State Special Election		\$267,085.05	\$344,726.68	\$0.00



Accounts Payable by G/L Distribution Report

G/L Date Range 10/01/17 - 09/30/18

Vendor	Invoice No.	Invoice Description	Status	Payment Date	Invoice Amount
Department 51913 - State Special Election					
Account 115 - Extra Help					
3551 - Spherion Staffing LLC	RL1440409	Temp Help for week ending 10/15/2017 - Inv No RL1440409	Paid by Check # 273241	11/03/2017	312.38
3551 - Spherion Staffing LLC	RL1449081	Temp Help for week ending 10/29/2017	Paid by Check # 273426	11/09/2017	765.00
3551 - Spherion Staffing LLC	RL1450018	Temp Help for week ending 10/29/2017	Paid by Check # 273426	11/09/2017	376.13
3551 - Spherion Staffing LLC	rl1444187	Temp Help for week ending 10/22/2017	Paid by Check # 273551	11/17/2017	561.00
3551 - Spherion Staffing LLC	rl1445206	Temp Help for week ending 10/22/2017	Paid by Check # 273551	11/17/2017	395.25
3551 - Spherion Staffing LLC	RL1454080	Temp Help for week ending 11/05/2017	Paid by Check # 273551	11/17/2017	704.44
3551 - Spherion Staffing LLC	RL1455005	Temp Help for week ending 11/05/2017	Paid by Check # 273551	11/17/2017	392.06
3551 - Spherion Staffing LLC	RL1459237	Temp Help for November	Paid by Check # 273931	12/08/2017	640.69
3551 - Spherion Staffing LLC	RL1460087	Temp Help for November	Paid by Check # 273931	12/08/2017	299.63
3551 - Spherion Staffing LLC	1464652	Temp Help for November	Paid by Check # 273931	12/08/2017	800.06
3551 - Spherion Staffing LLC	RL1465524	Temp Help for November	Paid by Check # 273931	12/08/2017	382.50
3551 - Spherion Staffing LLC	RL1469955	Temp Help for November	Paid by Check # 273931	12/08/2017	459.00
3551 - Spherion Staffing LLC	RL1470701	Temp Help for November	Paid by Check # 273931	12/08/2017	229.50
3551 - Spherion Staffing LLC	RL1474948	Temp Help for December - 4 invoices for 2 weeks	Paid by Check # 274814	12/22/2017	822.38
3551 - Spherion Staffing LLC	RL1475734	Temp Help for December - 4 invoices for 2 weeks	Paid by Check # 274814	12/22/2017	401.63
3551 - Spherion Staffing LLC	RL1480256	Temp Help for December - 4 invoices for 2 weeks	Paid by Check # 274814	12/22/2017	1,310.07
3551 - Spherion Staffing LLC	RL1480974	Temp Help for December - 4 invoices for 2 weeks	Paid by Check # 274814	12/22/2017	439.88
3551 - Spherion Staffing LLC	RL1485575	Temp Help for weeks ending 12/17 & 12/24/2017	Paid by Check # 275013	01/05/2018	1,730.82
3551 - Spherion Staffing LLC	RL1486280	Temp Help for weeks ending 12/17 & 12/24/2017	Paid by Check # 275013	01/05/2018	497.25
3551 - Spherion Staffing LLC	RL1490657	Temp Help for weeks ending 12/17 & 12/24/2017	Paid by Check # 275013	01/05/2018	1,217.63
3551 - Spherion Staffing LLC	RL1491291	Temp Help for weeks ending 12/17 & 12/24/2017	Paid by Check # 275013	01/05/2018	312.38
3551 - Spherion Staffing LLC	RL1518900	Extra Help - Week ending 2/4/2018	Paid by Check # 275790	02/16/2018	542.64
3551 - Spherion Staffing LLC	RL1519404	Extra Help - Week ending 2/4/2018	Paid by Check # 275790	02/16/2018	271.32
3551 - Spherion Staffing LLC	RL1523559	Extra Help - Week ending 2/11/2018	Paid by Check # 275913	02/23/2018	610.47
3551 - Spherion Staffing LLC	RL1524006	Extra Help - Week ending 2/11/2018	Paid by Check # 275913	02/23/2018	334.31
3551 - Spherion Staffing LLC	RL1528149	Extra Help - Week ending 2/18/2018	Paid by Check # 276038	03/02/2018	661.34
3551 - Spherion Staffing LLC	RL1528594	Extra Help - Week ending 2/18/2018	Paid by Check # 276038	03/02/2018	339.15
3551 - Spherion Staffing LLC	RL1532697	Extra Help - Week ending 2/25/2018	Paid by Check # 276517	03/09/2018	513.57
3551 - Spherion Staffing LLC	RL1533133	Extra Help - Week ending 2/25/2018	Paid by Check # 276517	03/09/2018	271.32
3551 - Spherion Staffing LLC	RL1537283	Extra Help - Week ending 3/4/2018	Paid by Check # 276668	03/16/2018	654.08
3551 - Spherion Staffing LLC	RL1537699	Extra Help - Week ending 3/4/2018	Paid by Check # 276668	03/16/2018	329.46

17-6



Accounts Payable by G/L Distribution Report

G/L Date Range 10/01/17 - 09/30/18

Vendor	Invoice No.	Invoice Description	Status	Payment Date	Invoice Amount
3551 - Spherion Staffing LLC	RL1541930	Extra Help - Week ending 3/11/2018	Paid by Check # 276793	03/23/2018	675.88
3551 - Spherion Staffing LLC	RL1542291	Extra Help - Week ending 3/11/2018	Paid by Check # 276793	03/23/2018	339.15
3551 - Spherion Staffing LLC	RL1546535	Extra Help - Week ending 3/18/2018	Paid by Check # 277504	04/27/2018	654.08
3551 - Spherion Staffing LLC	RL15469069	Extra Help - Week ending 3/18/2018	Paid by Check # 277504	04/27/2018	271.32
3551 - Spherion Staffing LLC	RL1509352	Extra Help - Month of January	Paid by Check # 278406	05/25/2018	254.35
3551 - Spherion Staffing LLC	RL1509880	Extra Help - Month of January	Paid by Check # 278406	05/25/2018	145.35
3551 - Spherion Staffing LLC	RL1514143	Extra Help - Month of January	Paid by Check # 278406	05/25/2018	600.78
3551 - Spherion Staffing LLC	RL1514666	Extra Help - Month of January	Paid by Check # 278406	05/25/2018	297.96
3551 - Spherion Staffing LLC	RL1574444	Extra Help - Week ending 4/29/2018	Paid by Check # 278406	05/25/2018	678.30
3551 - Spherion Staffing LLC	RL1574733	Extra Help - Week ending 4/29/2018	Paid by Check # 278406	05/25/2018	339.15
3551 - Spherion Staffing LLC	RL1569633	Extra Help - Week ending 4/22/2018	Paid by Check # 278406	05/25/2018	344.00
3551 - Spherion Staffing LLC	RL1569959	Extra Help - Week ending 4/22/2018	Paid by Check # 278406	05/25/2018	271.32
3551 - Spherion Staffing LLC	RL1579135	Extra Help - Week ending 5/6/2018	Paid by Check # 278406	05/25/2018	595.94
3551 - Spherion Staffing LLC	RL1579400	Extra Help - Week ending 5/6/2018	Paid by Check # 278406	05/25/2018	339.15
3551 - Spherion Staffing LLC	RL1588445	Extra Help - Week ending 5/20/2018	Paid by Check # 279374	06/15/2018	775.20
3551 - Spherion Staffing LLC	RL1588703	Extra Help - Week ending 5/20/2018	Paid by Check # 279374	06/15/2018	382.76
3551 - Spherion Staffing LLC	rl1579136	Corrected Invoice for Extra Help Week of 4/22	Paid by Check # 279631	06/29/2018	339.15
Account 115 - Extra Help Totals 48					\$24,881.18
Account 183 - Voting Equipment Delivery					
650 - Professional Movers and Storage EV# 550914	121708	Delivery and Set-up of election equipment to precincts	Paid by Check # 274883	12/29/2017	17,289.00
650 - Professional Movers and Storage EV# 550914	21807	Pick-up, deliver, & set-up precincts for Spll Run-Off Election	Paid by Check # 276661	03/16/2018	10,978.00
650 - Professional Movers and Storage EV# 550914	31830	Delivery and Set-up of election equipment to precincts	Paid by Check # 279363	06/15/2018	11,088.00
Account 183 - Voting Equipment Delivery Totals 3					\$39,355.00
Account 211 - Office Supplies/Minor Equipment					
1856 - Strickland Companies EV#472615	MG665328-00	Paper for Voter Lists for 2018 Special General Election	Paid by Check # 276965	03/30/2018	113.40
1856 - Strickland Companies EV#472615	MG665328-01	Paper for Voter Lists for 2018 Special General Election	Paid by Check # 276965	03/30/2018	125.32
Account 211 - Office Supplies/Minor Equipment Totals 2					\$238.72
Account 219 - Other Miscellaneous Supplies					
14 - Election Systems & Software (EV#152114)	1023622	Coding/Programming for Special Elections - Dec. 12 2017	Paid by Check # 273617	11/22/2017	2,765.12
14 - Election Systems & Software (EV#152114)	1023624	Coding/Programming for Special Elections - Dec. 12 2017	Paid by Check # 273617	11/22/2017	2,596.29
14 - Election Systems & Software (EV#152114)	1026050	December 12 Special Primary Election Senate 26	Paid by Check # 275096	01/12/2018	115.12



Accounts Payable by G/L Distribution Report

G/L Date Range 10/01/17 - 09/30/18

Vendor	Invoice No.	Invoice Description	Status	Payment Date	Invoice Amount
14 - Election Systems & Software (EV#152114)	1026128	December 12 Special Primary Election Senate 26	Paid by Check # 275096	01/12/2018	263.39
14 - Election Systems & Software (EV#152114)	1026741	December 12 Special Primary Election Senate 26	Paid by Check # 275096	01/12/2018	18,446.48
14 - Election Systems & Software (EV#152114)	1026684	December 12 Special General Election U.S. Senate	Paid by Check # 275096	01/12/2018	46,273.56
3181 - Brendle Rentals (EV #524024)	121072	Rental of Tables & Chairs for use in 12/12/17 Special Elections	Paid by Check # 275325	01/26/2018	4,751.30
14 - Election Systems & Software (EV#152114)	1026064	U.S. Senate Special General Election - ExpressVote Ballots	Paid by Check # 275347	01/26/2018	314.93
14 - Election Systems & Software (EV#152114)	1024561	U.S. Senate Special General Election - ExpressVote Ballots	Paid by Check # 275347	01/26/2018	300.00
4421 - Mirus Group, LLC (EV# N/A)	2076	Programming iPads for Precinct Use on Dec. 12, 2017 Elections	Paid by Check # 275492	02/02/2018	446.25
14 - Election Systems & Software (EV#152114)	1029507	Coding/Programming Special Run-Off Election 2/27/2017	Paid by Check # 276463	03/09/2018	2,495.82
14 - Election Systems & Software (EV#152114)	1032326	Special Democratic Primary Run-Off on 2/27/2018	Paid by Check # 276625	03/16/2018	24,447.13
3181 - Brendle Rentals (EV #524024)	121596	Rental of Tables & Chairs for Precincts in 2/27 Pri RO Election	Paid by Check # 277344	04/20/2018	2,218.11
14 - Election Systems & Software (EV#152114)	1037144	Coding/Programming for Spcl Genl Election - 5/15/18	Paid by Check # 277469	04/27/2018	2,629.19
14 - Election Systems & Software (EV#152114)	1044705	Special Senate 26 General Election - Ballots & Supplies	Paid by Check # 279329	06/15/2018	24,230.87
3181 - Brendle Rentals (EV #524024)	122402	Rental of Tables & Chairs for Precincts in 5/25 Spcl GenElection	Paid by EFT # 29	06/22/2018	1,760.15
Account 219 - Other Miscellaneous Supplies Totals 16					\$134,053.71
Account 221 - Building and Land Rentals					
4364 - First Southern Baptist Church (EV# NOT REQ)	12/12/17	Facility Fee for 12/12/17 Special General Election	Paid by Check # 274777	12/22/2017	200.00
982 - Pintlala Volunteer Fire Department	1007	Facility Fee for 12/12/17 Special General Election	Paid by Check # 275006	01/05/2018	200.00
6799 - Arrowhead Country Club	12/12/2017	Facility Fee for 12/12/17 Special General Election	Paid by Check # 275218	01/19/2018	200.00
1081 - Whitfield Memorial United Methodist Church EV#N/A	193	Facility Fee for 12/12/17 Special General Elections	Paid by Check # 275259	01/19/2018	200.00
1141 - Beulah Baptist Church (EV# NOT REQ)	12/12/17	Facility Fee for 12/12/17 Special Elections	Paid by Check # 275324	01/26/2018	200.00
4364 - First Southern Baptist Church (EV# NOT REQ)	2/27/18	Facility fee for 2/27/2018 Special Election	Paid by Check # 276629	03/16/2018	200.00
1081 - Whitfield Memorial United Methodist Church EV#N/A	197	Facility fee for 2/27/2018 Special Election	Paid by Check # 276802	03/23/2018	200.00
4364 - First Southern Baptist Church (EV# NOT REQ)	5/15/18	Facility Fee for 5/15/2018 - Special General Election - Sen. 26	Paid by Check # 279331	06/15/2018	200.00
1136 - Snowdown Women's Club	20180601	Facility Fee for 8/2017, 2/2018, and 6/2018 Elections	Paid by Check # 279372	06/15/2018	400.00
1081 - Whitfield Memorial United Methodist Church EV#N/A	198	Facility Fee for 5/15/2018 - Special General Election - Sen. 26	Paid by Check # 279382	06/15/2018	200.00
Account 221 - Building and Land Rentals Totals 10					\$2,200.00

Account 253 - Advertising



Accounts Payable by G/L Distribution Report

G/L Date Range 10/01/17 - 09/30/18

Vendor	Invoice No.	Invoice Description	Status	Payment Date	Invoice Amount
1979 - Montgomery Advertiser (EV#DHS72179)	106117/6330003	Public Notice of voting adis at each precinct and reg availblty	Paid by Check # 273397	11/09/2017	882.00
1979 - Montgomery Advertiser (EV#DHS72179)	6367130	Notice of General and Primary Election for Dec. 2017	Paid by Check # 274876	12/29/2017	427.47
1979 - Montgomery Advertiser (EV#DHS72179)	0006404291	Required Publication of Poll Workers for Dec. 12 Elections	Paid by Check # 275125	01/12/2018	2,460.00
1979 - Montgomery Advertiser (EV#DHS72179)	6441463	Required 2018 Special Election Polling Places and Voting Aids	Paid by Check # 276650	03/16/2018	801.50
1979 - Montgomery Advertiser (EV#DHS72179)	6441463CUS106 117	Required Notice of Special Run-Off Election for State Senate 26	Paid by Check # 276650	03/16/2018	213.73
1979 - Montgomery Advertiser (EV#DHS72179)	0006515887	Required Publication of Voting Aids for May 15 Special Election	Paid by Check # 277227	04/13/2018	480.90
1979 - Montgomery Advertiser (EV#DHS72179)	6553214	Required Publication of Poll Workers for May 15 Election	Paid by Check # 277750	05/11/2018	2,460.00
1979 - Montgomery Advertiser (EV#DHS72179)	6553214 4/15/18	Publication of Notice of Special Election on May 15, 2018	Paid by Check # 281408	09/07/2018	320.60
Account 253 - Advertising Totals 8					\$8,046.20
Account 260 - Travel - Mileage					
6146 - Christopher M. Turner	2018-00001319	Mileage Reimbursement for December 2017 Special Elections	Paid by Check # 275750	02/16/2018	118.24
6625 - Darryl Parker	2018-00001318	Mileage Reimbursement for December 2017 Special Elections	Paid by Check # 275758	02/16/2018	89.35
6248 - Karen M. Barker	2018-00001317	Mileage Reimbursement for December 2017 Special Elections	Paid by Check # 275776	02/16/2018	201.16
6146 - Christopher M. Turner	2018-00001593	Mileage Reimbursement for Feb. 27, 201 Special Election	Paid by Check # 276743	03/23/2018	35.26
6248 - Karen M. Barker	2018-00001594	Mileage Reimbursement for Feb. 27, 201 Special Election	Paid by Check # 276772	03/23/2018	59.35
6146 - Christopher M. Turner	2018-00002532	Mileage Reimbursement for May 15 Special General Eleciton	Paid by Check # 279578	06/29/2018	47.47
6146 - Christopher M. Turner	2018-00002802	Millege reinsbursement for July 17, 2018 Primary Run-Off	Paid by Check # 279971	07/20/2018	102.95
Account 260 - Travel - Mileage Totals 7					\$653.78
Account 304 - Contract Services					
14 - Election Systems & Software (EV#152114)	1026762	December 12 Special General Election U.S. Senate	Paid by Check # 275096	01/12/2018	1,650.00
Account 304 - Contract Services Totals 1					\$1,650.00
Department 51913 - State Special Election Totals 1390					\$349,243.59

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Montgomery County Commission

Account Number	Account Description	2017 Actual Amount	2018 Actual Amount	2019 Budget
Department: 51911 - Election Administration- Expense for Actual Election-Budgeted based on # of Elections				
<i>OP - Other Operating</i>				
115	Extra Help	10,353.02	11,584.70	9,600.00
175	Election Workers' Fees	79,262.50	111,365.00	65,000.00
183	Voting Equipment Delivery	13,612.00	32,928.00	16,500.00
219	Other Miscellaneous Supplies	77,891.87	179,678.41	90,000.00
221	Building and Land Rentals	1,200.00	2,200.00	1,200.00
237	Repair & Maintenance Voting Mach	0.00	0.00	72,063.00
252	Postage	1,718.16	794.27	3,000.00
253	Advertising	4,394.11	47,942.87	4,000.00
<i>Account Classification Total: OP - Other Operating</i>		\$188,431.66	\$386,493.25	\$261,363.00
Department Total: 51911 - Election Administration		\$188,431.66	\$386,493.25	\$261,363.00



Accounts Payable by G/L Distribution Report

G/L Date Range 10/01/17 - 09/30/18

Vendor	Invoice No.	Invoice Description	Status	Payment Date	Invoice Amount
Department 51911 - Election Administration					
Account 115 - Extra Help					
3551 - Spherion Staffing LLC	RL1434317	Extra Help - Week ending 10/8/2017	Paid by Check # 272942	10/20/2017	1,173.01
3551 - Spherion Staffing LLC	RL1435463	Extra Help - Week ending 10/8/2017	Paid by Check # 272942	10/20/2017	382.50
3551 - Spherion Staffing LLC	RL1583768	Extra Help - Week ending 5/13/2018	Paid by Check # 278406	05/25/2018	610.47
3551 - Spherion Staffing LLC	RL1584011	Extra Help - Week ending 5/13/2018	Paid by Check # 278406	05/25/2018	344.00
3551 - Spherion Staffing LLC	RL1597761	Extra Help - Week ending 5/27/2018	Paid by Check # 279374	06/15/2018	232.56
3551 - Spherion Staffing LLC	RL1597524	Extra Help - Week ending 6/3/2018	Paid by Check # 279374	06/15/2018	1,300.89
3551 - Spherion Staffing LLC	RL1601957	Extra Help - Week ending 6/10/2018	Paid by Check # 279471	06/22/2018	387.60
3551 - Spherion Staffing LLC	RL1602191	Extra Help - Week ending 6/10/2018	Paid by Check # 279471	06/22/2018	387.60
3551 - Spherion Staffing LLC	RL1606380	Extra Help - Week ending 6/17/20018	Paid by Check # 279631	06/29/2018	387.60
3551 - Spherion Staffing LLC	RL1606598	Extra Help - Week ending 6/17/20018	Paid by Check # 279631	06/29/2018	387.60
3551 - Spherion Staffing LLC	RL1610843	Extra Help - Week ending 6/24/2018	Paid by Check # 279743	07/06/2018	339.15
3551 - Spherion Staffing LLC	RL1611060	Extra Help - Week ending 6/24/2018	Paid by Check # 279743	07/06/2018	675.88
3551 - Spherion Staffing LLC	1624635/1624438	Extra Help Weekending 7/15/2018 Inv. No. RL 1624438	Paid by Check # 280767	08/03/2018	830.92
3551 - Spherion Staffing LLC	1620104/1620292	Extra Help Weekending 7/8/2018 Inv. No. RL 1620292	Paid by Check # 280767	08/03/2018	423.94
3551 - Spherion Staffing LLC	RL1629211	Extra Help Weekending 7/22/2018 Inv. No. RL 1629395	Paid by Check # 280767	08/03/2018	387.60
3551 - Spherion Staffing LLC	RL1629395	Extra Help Weekending 7/22/2018 Inv. No. RL 1629395	Paid by Check # 280767	08/03/2018	654.08
3551 - Spherion Staffing LLC	RL1593267	Extra Help - Misc. Missed Invoices	Paid by Check # 280925	08/10/2018	358.53
3551 - Spherion Staffing LLC	RL1615514	Extra Help - Misc. Missed Invoices	Paid by Check # 280925	08/10/2018	339.15
3551 - Spherion Staffing LLC	RL1615725	Extra Help - Misc. Missed Invoices	Paid by Check # 280925	08/10/2018	503.88
3551 - Spherion Staffing LLC	RL1634127	Extra Help - Week ending 7/20/2018	Paid by Check # 280925	08/10/2018	562.03
3551 - Spherion Staffing LLC	RL1633940	Extra Help - Week ending 7/20/2018	Paid by Check # 280925	08/10/2018	339.15
3551 - Spherion Staffing LLC	RL1593019	Extra Help - Week ending 5/27/2018	Paid by Check # 281600	09/14/2018	576.56

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Accounts Payable by G/L Distribution Report

G/L Date Range 10/01/17 - 09/30/18

Vendor	Invoice No.	Invoice Description	Status	Payment Date	Invoice Amount
Account 115 - Extra Help Totals 22					\$11,584.70
Account 183 - Voting Equipment Delivery					
650 - Professional Movers and Storage EV# 550914	31832	Delivery and Set-up of election equipment to precincts	Paid by Check # 279363	06/15/2018	16,464.00
650 - Professional Movers and Storage EV# 550914	71819	Professional Movers Pick-Up, deliver	Paid by Check # 280622	07/27/2018	16,464.00
Account 183 - Voting Equipment Delivery Totals 2					\$32,928.00
Account 219 - Other Miscellaneous Supplies					
14 - Election Systems & Software (EV#152114)	1046671	Ballots and Supplies for Democratic Primary - June 5, 2018	Paid by Check # 279329	06/15/2018	56,753.32
14 - Election Systems & Software (EV#152114)	1046672	Ballots and Supplies for Republican Primary - June 5, 2018	Paid by Check # 279329	06/15/2018	34,334.00
14 - Election Systems & Software (EV#152114)	1044984	Coding/Programming for Primary Election 6/5/2018	Paid by Check # 279329	06/15/2018	12,196.50
14 - Election Systems & Software (EV#152114)	1046925	ExpressVote Cards / Ballots	Paid by Check # 279329	06/15/2018	1,226.01
14 - Election Systems & Software (EV#152114)	1048709	ExpressVote Cards / Ballots	Paid by Check # 279440	06/22/2018	1,100.00
14 - Election Systems & Software (EV#152114)	1050549	Ballot on Demand - Set-up Fee for June 2018 Primary Election	Paid by Check # 279704	07/06/2018	714.75
3181 - Brendle Rentals (EV #524024)	122629	Chair Rental	Paid by EFT # 107	08/03/2018	5,752.08
14 - Election Systems & Software (EV#152114)	1051275	July 17, 2018 Primary Run-Off Election	Paid by Check # 280872	08/10/2018	4,565.40
14 - Election Systems & Software (EV#152114)	1052304	July 17, 2018 Primary Run-Off Election	Paid by Check # 280872	08/10/2018	137.22
4421 - Mirus Group, LLC (EV# N/A)	2144	Programming iPads for Precinct Use in 2018 Primary Election	Paid by Check # 280897	08/10/2018	385.00
14 - Election Systems & Software (EV#152114)	1053437	2018 Primary Run-Off Election	Paid by Check # 281137	08/24/2018	1,650.00
14 - Election Systems & Software (EV#152114)	1053394	2018 Primary Run-Off Election	Paid by Check # 281137	08/24/2018	36,026.00
14 - Election Systems & Software (EV#152114)	1053395	2018 Primary Run-Off Election	Paid by Check # 281137	08/24/2018	21,114.39
3181 - Brendle Rentals (EV #524024)	122981	Table & Chair rental for use in 7/15 Primary Run-Off Election	Paid by EFT # 195	09/14/2018	3,434.84
14 - Election Systems & Software (EV#152114)	1055778	Ballot on Demand - Set-up Fee for July 2018 Run-Off Election	Paid by Check # 281544	09/14/2018	288.90
Account 219 - Other Miscellaneous Supplies Totals 15					\$179,678.41
Account 221 - Building and Land Rentals					
1136 - Snowdon Women's Club	20180601	Facility Fee for 8/2017, 2/2018, and 6/2018 Elections	Paid by Check # 279372	06/15/2018	200.00
1141 - Beulah Baptist Church (EV# NOT REQ)	2-2018	Facility Fee for June 5 Statewide Primary Election	Paid by Check # 279429	06/22/2018	200.00
1081 - Whitfield Memorial United Methodist Church EV#N/A	199	Facility Fee for June 5 Statewide Primary Election	Paid by Check # 279481	06/22/2018	200.00
4364 - First Southern Baptist Church (EV# NOT REQ)		Invoice dated June 6 - Facility Fee for Primary Election	Paid by Check # 279591	06/29/2018	200.00

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Accounts Payable by G/L Distribution Report

G/L Date Range 10/01/17 - 09/30/18

Vendor	Invoice No.	Invoice Description	Status	Payment Date	Invoice Amount
1136 - Snowdown Women's Club	20180727	Facility Fee for July 17 Primary Run-Off Election	Paid by Check # 280631	07/27/2018	200.00
4364 - First Southern Baptist Church (EV# NOT 7-18 REQ)		Building Rental	Paid by Check # 280733	08/03/2018	200.00
982 - Pintlala Volunteer Fire Department	1013	Buildind Rental	Paid by Check # 280759	08/03/2018	200.00
982 - Pintlala Volunteer Fire Department	1012	Buildind Rental	Paid by Check # 280759	08/03/2018	200.00
1081 - Whitfield Memorial United Methodist Church EV#N/A	200	Buildind Rental	Paid by Check # 280779	08/03/2018	200.00
7000 - Macedonia Miracle Kingdom & Worship Center	#1	Facility Fee for Primary and Primary Run-Off Elections	Paid by Check # 281156	08/24/2018	400.00
Account 221 - Building and Land Rentals Totals 10					\$2,200.00
Account 253 - Advertising					
1979 - Montgomery Advertiser (EV#DHS72179)	550836	Publication of Registered Voters for Primary Election	Paid by Check # 278397	05/25/2018	37,500.00
1979 - Montgomery Advertiser (EV#DHS72179)	6590415 MAY18	Required Notice of Election w/Offices for June Primary	Paid by Check # 279878	07/13/2018	1,041.95
1979 - Montgomery Advertiser (EV#DHS72179)	6590415 MAY23	Required Publication of Voting Aids for June 5 Primary Election	Paid by Check # 279878	07/13/2018	534.33
1979 - Montgomery Advertiser (EV#DHS72179)	6590415POLL WORK	Poll Worker Publication for June 5 Primary Election	Paid by Check # 279878	07/13/2018	2,460.00
1979 - Montgomery Advertiser (EV#DHS72179)	6590415NOTICE 5/6	Required Notice of June Primary Election	Paid by Check # 279878	07/13/2018	1,041.95
1979 - Montgomery Advertiser (EV#DHS72179)	1788564 6-24-18	Notice of Election for Primary Run-Off	Paid by Check # 280899	08/10/2018	1,041.95
1979 - Montgomery Advertiser (EV#DHS72179)	1788564 6-17-18	Required Notice of July Primary Run-Off Election	Paid by Check # 280899	08/10/2018	1,041.95
1979 - Montgomery Advertiser (EV#DHS72179)	6553214 4/6/18	Required Publication of Voting Aids for June & July Elections	Paid by Check # 281408	09/07/2018	534.33
1979 - Montgomery Advertiser (EV#DHS72179)	6590415	Publication of Supplemental Voter List for June 2018 Election	Paid by Check # 281699	09/21/2018	1,928.58
5253 - The Montgomery-Tuskegee Times	201821	Publication of Voting Aids for Nov. General Election	Paid by Check # 281718	09/21/2018	283.50
Account 253 - Advertising Totals 10					\$47,408.54
Department 51911 - Election Administration Totals 1410					\$417,474.65

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MONTGOMERY
AREA CHAMBER OF COMMERCE

May 1, 2019

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:

I am requesting to appear before the Montgomery County Commission on Monday May 6, 2019 in executive session. Please be advised that I have reviewed the commerce or trade matter which the Montgomery County Commission proposes to discuss in executive session. It is my 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



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State of Alabama
Department of
Examiners of Public Accounts

P.O. Box 302251, Montgomery, AL 36130-2251
401 Adams Avenue, Suite 280
Montgomery, Alabama 36104-4325
Telephone (334) 242-9200
FAX (334) 242-1775

Rachel Laurie Riddle
Chief Examiner

County Administrator Donald L. Mims
Montgomery County Emergency Management Communications District Board
P.O. Box 1667
Montgomery, AL 36102-1667

Dear County Administrator Mims:

As you know, we are currently performing an examination of the Emergency Communications District (the "District") of Montgomery County for the period October 1, 2016 through September 30, 2018. To fully understand your entity and its operating environment we make certain inquiries. Two of those areas of inquiry are fraud and related party transactions.

Fraud

For our purposes what distinguishes fraud from error is whether the underlying action is intentional or unintentional. There are two major types of fraud – misstatements arising from fraudulent financial reporting and misstatements arising from misappropriation of assets. An example of a misstatement arising from fraudulent financial reporting would be the manipulation, falsification or alteration of accounting records or supporting documents from which financial statements are prepared. An example of a misstatement arising from misappropriation of assets would be embezzling receipts, stealing assets, or causing an entity to pay for goods or services that have not been received. Do you have any thoughts about areas of fraud risk relative to the District? Do you have knowledge of any suspected or actual fraud relative to the District? We are interested in any fraud you have knowledge of regardless of the type or the monetary amount.

Related Party Transactions

A related-party transaction occurs when one party to a transaction has the ability to impose contract terms that would not have occurred if the parties had been unrelated. Related parties consist of all affiliates of an enterprise, including (1) its management and their immediate families, (2) its principal owners and their immediate families, (3) beneficial employee trusts that are managed by the management of the enterprise, and (4) any party that may, or does, deal with the enterprise and has ownership, control, or significant influence over the management or operating policies of another party to the extent that an arm's length transaction may not be achieved.

For the purposes of this audit, related party transactions are considered as transactions between a board member and members of their immediate family or with a business owned and/or controlled by a board member or a member of their immediate family; transactions between a District employee in a management position and members of their immediate family and/or a business owned and/or controlled by the employee or a member of their immediate family; and, items three(3) and four (4) in the preceding paragraph. Item three (3) would include such funds as an employee pension trust fund or deferred compensation plans managed by the District. Item four (4) could include transactions with a board or authority which is controlled by the District.

Your response should include a) your views regarding the risk of fraud and any knowledge of actual or suspected fraud and b) any related party transactions which meet the criteria set out above. If you are unaware of any fraud risk, actual or suspected fraud or related party transactions, please respond stating that fact.

Sincerely,

Jimmy Flowers
Examiner of Public Accounts

UPCOMING BIDS/CONTRACT RENEWALS

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Expiration Date</u>
<u>MAY</u>						
	51965-16B-019	Security Cameras	Information Systems	Graybar		May 8, 2019
	52210-18B-02	Emergency Medical Treatment Transport	Sherriff's Office	Haynes Ambulance	May 30, 2019	May 30, 2021
	51965-18B-011	Computer Hardware Maintenance	Information System	SHI International Corporation	May 29, 2019	May 29, 2021
	52603-18B-012	Corrections Staff Uniforms	Youth Facility	Cintas Corporation	May 6, 2019	May 6, 2021
<u>JUNE</u>						
	53000-18B-016	Bituminous Plant Mix	Engineering	Wiregrass Construction Co., Inc.	June 14, 2019	June 14, 2021
	51901-18B-019	Air Filters & Service	Support Service	Lott Enterprise dba Filter Service	June 30, 2019	June 30, 2021
	51901-18B-014	Dumpster Rental & Trash Collection	Support Service	Liberty Disposal	June 30, 2019	June 30, 2021
	51901-18B-021	Private Data Network Probate/Revenue East	Information Systems	Troy Cable, Inc.		June 17, 2021

UPCOMING BIDS/CONTRACT RENEWALS

<u>JULY</u>						
	51901-16B-024	Montgomery County Parks Ground Maintenance	Support Service	SharpCut Lawn Service		July 31, 2019
	52200-18B-009	Commissary & Trust	Detention Facility	Keefe Commissary		July 2, 2021
	51100-18B-020	Residential Solid Waste Collection	County Commission	Amwaste, LLC		July 30, 2021
	52110-18B-022	Polo Shirts MCSO	Sheriff Office	LogoBranders	July 22, 2019	July 22, 2021
<u>AUGUST</u>						
	51901-16B-028	Pest Control Services	County Commission	Safe Guard Pest Control Services		Aug 31, 2019
	51988-17B-010	Vending Machine Services	County Commission	Buffalo Rock Company	Aug 14, 2019	Aug 14, 2020
	51910-17B-017	Delivery of Election Equipment	Election Center	Pro Movers and Storage		Aug 6, 2020
<u>SEPT</u>						
	51901-17B-027	Preventive Maintenance	Support Service	Climate Services	Sept 30, 2019	Sept 30, 2020

UPCOMING BIDS/CONTRACT RENEWALS

	52110-16B-033	Oil Service & Tire Rotation	Sheriff's Office	Stivers Ford		Sept 30, 2019
	51100-15B-027	Cafeteria Lease	County Commission	ASE Cakes and Catering, LLC		Sept 7, 2021
	53300-16B-030	Concrete Pipe	Engineering	Forterra Pipe & Precast		Sept 30, 2019
	State of Alabama Contract T190	Copy Machine Rental	Support Services	Sharp Electronics		Sept 30, 2019
	52601-17P-024	Manage and Operate Community Based Adolescent Alternative	Youth Facility	The Bridge, Inc.	Sept 30, 2019	Sept 30, 2020
	51901-18B-024	Landscape Maintenance Services	Recreations	Harrison and Associates Service, LLC	Aug 31, 2019	Aug 31, 2021
<u>OCT</u>						
	52110-16B-038	Footwear	Sheriff's Office	Gulf States Distributors		Oct 16, 2019
	53000-16B-039	Metal Pipe	Engineering	Gulf Atlantic Culvert Co.		Oct 16, 2019
<u>NOV</u>						
	State of Alabama Contract T190	Leasing of Mail Machine	Support Services	Pitney Bowes		Nov 23, 2018
	51901-16B-035	Uniform Rental	Support Service	Cintas Corporation		Nov 30, 2019

UPCOMING BIDS/CONTRACT RENEWALS

	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli		Nov 20, 2019
	51988-17B-003	Catering of Food Trays	County Commission	Chappy's Deli		Nov 20, 2019
	51965-17B-016	Internet Services	Information System	Information Transport Solutions		Nov 1, 2020
	51100-16B-004	Security Guard Service	County Commission	MSF, Inc.		Nov 30, 2018
<u>DEC</u>						
	52200-19B-003	Inmate Uniforms	Detention Facility	Uniforms Manufacturing, Inc.	Dec 20, 2019	Dec 20, 2021
	51100-17B-004	Armored Car Services	Tax & Audit Probate	MAC Courier Services, LLC		Dec 31, 2019
	51100-18B-026	Clean Saturday Trash Pickup	County Commission	Liberty Disposal, Inc.	Dec 31, 2019	Dec 31, 2021
	51901-19B-007	Janitorial Services	Support Service	Fall Facility Services	Dec 31, 2019	Dec 31, 2021