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VICE CHAIRMAN

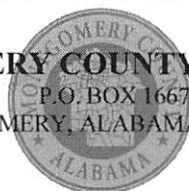
REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

MONTGOMERY COUNTY COMMISSION

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



ESTABLISHED 1816

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www.mc-ala.org

July 17, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLW*
County Administrator

SUBJECT: Information pertaining to the July 21, 2014
Montgomery County Commission Regular Meeting

We will begin our Information Session on Monday, July 21, 2014, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

Since the Commission is conducting Budget Hearings at 10:15 a.m. Monday morning, we have a lot of material to cover from 8:00 a.m. to 9:30 a.m.

1-1 County Commission Information Session Schedule for July 21, 2014

Waived Rules Items to Consider for July 21, 2014

Consider Budget Change Requests (6)

- 2-1 Community Corrections – Request Number 1
- 2-2 District Attorney's Office – Request Number 2
- 2-3 Engineering Department – Request Number 10
- 2-4 Personnel Department – Request Number 3
- 2-5 Risk Management – Request Numbers 1 and 2
- 3-1 Consider Hiring Community Corrections Officer at Pay Grade A06, Step 5 (\$39,442), Community Corrections
- 4-1 Consider Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 3ATL (FY2013 - \$30,000), Sheriff's Office
- 5-1 Consider Bid Award for Janitorial Services, Bid No. 51901-14B-012, Support Services

- 6-1 Consider Bid Award for Inmate Phone System, Bid No. 52200-14B-008, Detention Facility

Items to Consider for August 4, 2014 Agenda

- 7-1 Consider Bid Award for Annex I Third Floor Renovations for the District Attorney's Office and Child Support Unit, PH&J Number: 1208-GVC, County Commission
- 8-1 Consider Bank Depositories for the Remainder of the 2014 Calendar Year, County Commission
- 9-1 Consider Resolution regarding One-Time Lump Sum Payment to County Retirees and Beneficiaries, County Commission
- 10-1 Consider Performance Evaluation of County Engineer and Annual Merit Increase from Pay Grade A16, Step 12 to Pay Grade A16, Step 13, Effective April 7, 2014, Engineering Department
- 11-1 Consider Bid Award for Inmate Uniforms, Bid No. 52200-14B-011, Detention Facility

Personnel Actions

- 12-1 **New Request:** Copy of Position Fill Request for Case Manager I, Position Number 438045004, District Attorney's Office (Worthless Check Unit)

General Information

- 13-1 Copy of Project Agreement with the City and County of Montgomery and RLM Properties Group of Montgomery, LLC, d/b/a Truckworx Kenworth regarding an Economic Development Incentive Project, County Commission
- 14-1 Copy of Resolution requested by American Cancer Fund for Children recognizing September as Childhood Cancer Awareness Month in Montgomery County
- 15-1 Copy of Memorandum from Attorney Constance Walker with Haskell Slaughter & Gallion regarding Retrieval of Boxes containing County Legal Files
- 16-1 Copy of Population Report for June 2014 for the Mac Sim Butler Detention Facility
- 17-1 Copy of Schedule of Upcoming Bids/Contract Renewals
- 18-1 Copies of Detailed Accounts Payables, paid 7/3/14 and 7/11/14; subject to the County Commission approval

If you have any questions, please contact me.

DLM/tn

COUNTY COMMISSION INFORMATION SESSION SCHEDULE
FOR
JULY 21, 2014

- 8:00 a.m. Prayer led by Commissioner Williams
- 8:05 a.m. Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. Attorney Robert Gilpin with Gilpin Givhan – Presentation regarding Project Agreement with the City and County of Montgomery and RLM properties Group of Montgomery, LLC, d/b/a Truckworx Kenworth concerning Economic Development Project (**Information Item 13-1**)
- 8:25 a.m. District Attorney Daryl Bailey and Griffin Harris and Patrick Addison with PH&J Architects, Inc – Presentation regarding Bid Award for Annex I Third Floor Renovations for the District Attorney's Office and Child Support Unit (**Future Agenda Item 7-1**)
- 8:40 a.m. Executive Director Paul Brown – Presentation regarding Hiring a Community Corrections Officer at Pay Grade A06, Step 5 (\$39,442) (**Waived Rules Item 3-1**)
- 8:50 a.m. Montgomery Area Chamber of Commerce Senior Vice President of Corporate Development Ellen McNair – Presentation regarding Economic Development
- 9:05 a.m. Finance Director Sherrill Thomas – Presentation regarding Bank Depositories for the Remainder of the 2014 Calendar Year (**Future Agenda Item 8-1**) and Resolution regarding One-Time Lump Sum Payment to County Retirees and Beneficiaries (**Future Agenda Item 9-1**)
- 9:10 a.m. Chief Information and Technology Officer Lou Ialacci – Briefing regarding Information Systems Operations
- 9:20 a.m. County Engineer George Speake – Briefing regarding Engineering Operations
- 9:30 a.m. Formal Session of County Commission
- 10:00 a.m. Adjourn
- 10:15 a.m. Budget Hearings

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 1

DEPARTMENT:	Community Corrections	REVIEWED:	S. Thomas	7/2/2014
DATE:	7/2/2014	Finance Director		Date
REQUESTED BY:	Paul Brown	APPROVED:		
Elected Official/Dept. Head		Administrator	Date	

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Travel - Training	124-52960-265	12,500.00	(3,500.00)	9,000.00
Office Supplies, Minor Equip.	124-52960-211	12,400.00	3,500.00	15,900.00
TOTAL		24,900.00	0.00	24,900.00

JUSTIFICATION:

Realign budget categories to replace Computers that are failing due to age and outdated operating systems.
Travel/Training Budget was not fully utilized due to staff vacancies.

REQUEST NUMBER 2

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Solicitors Fund				
Office Supplies/Minor Equip	760-51260.211	50,000	15,000	65,000
Other Miscellaneous Supplies	760-51260.219	20,000	5,000	25,000
Grant/Office of Prosecution Exp	760-51260.292	200,000	(35,000)	165,000
Contract Services	760-51260.304	40,000	(12,000)	28,000
Legal Services	760-51260.305	5,000	1,000	6,000
Professional Services	760-51260.307	40,000	(15,000)	25,000
Motor Vehicles	760-51260.552	60,000	(9,000)	51,000
Transfer Out to Worthless Check	760-52100.62761	125,000	50,000	175,000
Child Support Fund				
Retiree Allowances & Benefits	775-56120.127	6,780	3,390	10,170
Cellular Service	775-56120.255	2,500	250	2,750
Miscellaneous Appropriations	775-56120.498	12,000	(3,640)	8,360
				0
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				0
				0
TOTAL		561,280	0	561,280

To realign budget categories to cover expenditures

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 10

DEPARTMENT:	Engineering	REVIEWED: S. Thomas	7/14/14
		Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:	
Elected Official/Dept. Head	7/11/2014	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Fuels & Lubricants	111-53199-212	50,000	(1,674)	48,326
Repair & Main.-Software Lic.	111-53199-240	0	1,674	1,674
TOTAL		50,000	0	50,000

JUSTIFICATION:

Internal transfer to cover cost of Microstation software license for Construction

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT:	PERSONNEL	REVIEWED:	S. Thomas	7/15/2014
DATE:	7/15/2014		Finance Director	Date
REQUESTED BY:	Carmen Douglas	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
OVERTIME	123-51961.113	5,000	(5,000)	0
ADVERTISING	123-51961.253	4,525	(4,525)	0
LEGAL SERVICES	123-51961.305	15,300	9,525	24,825
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TOTAL		24,825	0	24,825

JUSTIFICATION:

Adjustments requested due to increase in costs of legal services.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Risk Management	REVIEWED:	S. Thomas
			7/16/2014
			Date
REQUESTED BY:	Scott Kramer	APPROVED:	
	Date	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Supplies / Minor Equip.	007-51120-211	2,500	950	3,450
Travel - Reg. & Training	007-51120-265	15,000	(950)	14,050
TOTAL		17,500	0	17,500

JUSTIFICATION:

To realign the budget to cover the cost of replacing an 8 year old computer in the Risk Management office.

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

July 9, 2014

TO: Donnie Mims – County Administrator
Montgomery County Commission

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

RE: Request for Commission Agenda Item - Request for Approval of Step 5 Salary for
Prospective Community Corrections Officer

Please place on the agenda for the next scheduled County Commission meeting my request for the Commission to consider a prospective Community Corrections officer hire at Step 5 in Pay Grade A06. Due to the immediate need to secure an Officer and upcoming immediate training opportunities for a new officer (July 31-August 1, 2014) that will not be available again until 2015, I am respectfully requesting that the Commission consider waiving the rules and approving the proposed hire at Step 5 in pay grade A06.

I have reviewed the current Roster of candidates and interviewed several prospective candidates for Community Corrections Officer. The individual who is considered the best suited candidate for the position is Demetric Shipman. This candidate has a B.S. Degree in Criminal Justice (from Troy State Univ.) and holds a current certification as an APOST Peace Officer. Mr. Shipman has over seventeen (17) years of correctional experience including ten (10) years' experience as a Probation/Parole Officer serving the Montgomery County Circuit Courts. This individual has experience as an adult case manager for offenders in the Court we presently serve. This candidate reports that his salary with his most recent position with the Alabama Department of Pardons and Parole to have been in excess of \$46,000 per year.

This prospective candidate is seeking to work with an agency that deals more closely with community organizations and supervises adult caseloads and permits more individualized attention to offender needs. Based on this candidate's education, APOST certification, extensive local Montgomery County Circuit Court experience as well as case management experience, this individual merits a salary step well above the entry Step 1 on the present A06 salary scale. The present Community Corrections budget would allow for a salary offer up to step 5 or \$39,442, without exceeding the present staff salary budget. The Step 1 salary for the A06 Pay Grade is \$34,561. The proposed salary offer is similar to salary offers made to the other newly-hired Officers in the past, for the same position, with a similar amount of education case management experience and with familiarity with the Circuit Courts of Montgomery County.

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

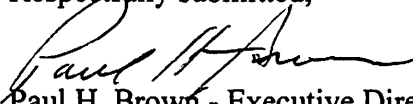
JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE PROGRAM
GPS ELECTRONIC OFFENDER MONITORING • COMMUNITY SERVICE RESTITUTION • PRE-TRIAL RELEASE

3-1

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

I recommend to the Commission and the City-County Personnel Board that this individual be hired as a Community Corrections Officer and based on the qualifications previously mentioned, I recommend that he be hired at Step 5 on the A06 pay scale (\$39,442). To allow the hiring of this individual in time to refer him to mandatory training in July, I respectfully request that the Commission waive rules and approve this request at the July 21, Commission Meeting

Respectfully submitted,



Paul H. Brown - Executive Director

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

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

3-2

July 14, 2014

MEMORANDUM

TO : Tammy Nix, Administrative Secretary
Montgomery County Commission

FROM : Christie Vázquez
Montgomery County Sheriff's Office

SUBJECT : New 3ATL Grant

Please find attached two original Cooperative Agreements for a new grant (3ATL) that need to be signed by Mr. Dean. Please let me know once Mr. Dean has signed both agreements and I will pick them up at the front desk.

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

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

1. Grantee Name & Address: Montgomery County Sheriff's Department 115 S. Perry St Montgomery, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2013	4. Amount of: Federal: 30,000.00 Total: 30,000.00	5. Effective Dates Begin: 4/1/2014 End: 03/31/2015	6. Grant Number: 3ATL

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub-grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2013 is herein referred to as the Agreement Fiscal Year.

1. **Applicable Federal Regulations:** The sub-grantee must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Part 220, Cost Principles for Educational Institutions; 2 CFR Part 225, Cost Principles for State and Local Governments; 2 CFR Part 230, Cost Principles for Non-Profit Organizations; and 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. Also, the sub-grantee must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. In addition, the sub-grantee must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.

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

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

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

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

5. Project Implementation: The sub-grantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.
6. Written Approval of Changes: Any mutually agreed upon changes to this sub-grant must be approved, in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. Individual Consultants: Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.
8. Bidding Requirements: The sub-grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6.
9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all homeland security grant related financial matters, including personnel and travel costs. Sub-grantees must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available upon request. Personnel and travel costs must also be consistent with the jurisdiction's policies and procedures, and must be applied uniformly to both federally financed and locally financed activities of the agency. In the absence of jurisdictional requirements, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. However, at no time can the agency's travel and lodging expenses rates exceed the federal rates established by the U.S. General Services Administration (GSA). Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.
10. Terms of Grant Period: Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the sub-grantees approved project plan and budget. Items submitted for reimbursement must be in the sub-grantee's approved grant budget and documented in the budget detail worksheet in order to be eligible for reimbursement. Grants failing to meet this requirement without prior written approval are subject to cancellation. Additionally, payments will be adjusted to correct previous overpayments, disallowances or under payments resulting from audit.
12. Recording and Documentation of Receipts and Expenditures: Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all grant cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, grant award documents, etc.
13. Financial Responsibility: The financial responsibility of sub-grantees must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

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

- a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
- b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
- c. The accounting system should provide accurate and current financial reporting information;
- d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

14. Property Control:

- a. Effective control and accountability must be maintained for all grant-purchased property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should ensure proper use, maintenance, protection and preservation of such property.
- b. Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- c. Use and Disposition: Equipment shall be used by the sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to ALEA immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable and coordinated in advance with ALEA.
- d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with homeland security grant funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
- e. Equipment: The sub-grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting the ALEA.

- 15. Performance: This grant may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by ALEA. In the event the sub-grantee fails to perform the services described herein and has previously received financial assistance from ALEA, the sub-grantee shall reimburse ALEA the full amount of the payments made. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, the sub-grantee shall proportionally reimburse ALEA for payments made.
- 16. Deobligation of Grant Funds: All expenditures of grant funds must be completed and the grant closed out within thirty (30) calendar days of the end of the grant period. Failure to close out the grant in a timely manner will result in an automatic deobligation of the remaining grant funds by ALEA.

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

17. Americans with Disabilities Act of 1990 (ADA): The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the grant application, the sub-grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" form.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub-grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant, or government-wide suspension or debarment.
23. Publications: The sub-grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The sub-grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA Guidelines or "Special Conditions" placed on the grant award.
26. Compliance Agreement: The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the grant.
27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

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

a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Grant funds may be used to cover only the portion of the rental/lease period that occurs during the grant project period. Supplanting of previously planned or budgeted activities is strictly prohibited.

b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.

c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with ALEA. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA, ALEA) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the grant (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (ALEA). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for space. Please note that the grant can only be charged for the grant's portion of rental costs. The grant cannot be used for mortgage payments as this is unallowable.

28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a sub-grantee for any of the following reasons:

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

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

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

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

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

f. Other good cause shown.

29. National Incident Management System (NIMS): The State met the NIMS compliance requirements in order to receive FY13 homeland security grant funding. The jurisdictions and agencies that established NIMSCAST accounts and submitted their annual rollups by the annual deadline are also eligible to receive FY13 homeland security grant funding.

a. County sub-grantees of FY13 Homeland Security grants (i.e., those that met the NIMS compliance requirements) may only allocate or use HS funding for those cities, towns, and agencies that also met the annual NIMS deadline. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any County allocates or uses FY13 Homeland Security funding for a city, town or agency that is not NIMS compliant, ALEA will not process the reimbursement request and it will be returned without action.

Initial Here DC 4-6

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

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the sub-grantee agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The sub-grantee agrees to submit a Budget Detail Worksheet to the Alabama Law Enforcement Agency (ALEA) and must await formal approval of the worksheet in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the items requested. The worksheet submitted by the sub-grantee will provide a complete and detailed description of the items (equipment, training, and exercises) to be purchased and will also provide a valid estimate of the actual quantities and costs involved. Care should be taken to ensure the items requested on the worksheet are allowable in accordance with the US DHS grant guidance, and if equipment, listed on the current version of the Authorized Equipment List (AEL). Copies of the fiscal year grant guidance and the current version of the AEL are available on the ALEA web site. Additionally, a revised worksheet must be submitted for addition or deletion of all items from the original worksheet. If additions, deletions, or changes in cost total \$5000.00 or more, a new signature sheet by stakeholders is also required. Electronic copies of budget detail worksheet must be submitted within 60 days of receipt of this grant. The electronic budget detail worksheet is a requirement in addition to the paper copies that may have been submitted previously.
- b. Special Instructions: In regard to law enforcement, the sub-grantee agrees to spend the appropriate percentage of this grant in compliance with US DHS grant guidance and ALEA special instructions. Additionally, the amount to be spent and the percentage for the expenditures for law enforcement will be documented in a letter and attached to the budget detail worksheet.
32. Metropolitan Medical Response System (MMRS):
- a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS sub-grantees are to:
- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
 - Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework
 - Promote sub-State regional coordination of mutual aid with neighboring localities
 - Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events
 - Validate the sub-grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
 - Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
 - Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard
 - Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
 - Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained
 - Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments

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

- b. Detailed budget worksheets will document program expenses as prescribed in other sections of the grant guidance. Detailed budget worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.
33. Homeland Security Exercises: All exercises conducted with HSGP funding must be NIMS compliant and must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The Alabama Emergency Management Agency serves as the single point of contact for homeland security and emergency management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP grant guidance, grant recipients must ensure that an After Action Report and an Improvement Plan are prepared for each exercise conducted with US DHS and FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise point of contact and submitted to the FEMA secure portal within 60 days following each exercise.
34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in FY12 HSGP grant guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not normally be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.
- a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency*. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to spend FY12 HSGP funds on operational overtime costs prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses are *not allowed* except as part of the standard National Guard deployment package.
35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, subgrantees must provide to the SAA (ALEA) appropriate documentation required by HSGP grant guidance (for forwarding to FEMA) prior to draw down of funds. Subgrantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects that were initiated or completed before an EHP review was concluded and used HSGP funds will be de-obligated. MMRS funds may not be used for any type of construction.
36. Special Instructions: This grant is for costs associated with conducting ALERRT training courses in Alabama.

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CERTIFICATION BY COUNTY HOMELAND SECURITY (HS) POINT OF CONTACT (POC)

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

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address: Montgomery Co. Sheriff's Ofc. 1155 Perry St. Montgomery, AL 36104

Phone Number: 334.832.1646

Fax Number: 334.832.7113

Mobile Number: 334.850.1309

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

Signature: [Signature]

Date: 7/14/14

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name:

Title:

Agency Address:

Phone Number:

Signature:

Date:

**NOTE: THE POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON.
STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS
WITHOUT ALEA APPROVAL.**

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Secretary, Alabama Law Enforcement Agency

Signature: [Signature]

Date: 7/10/2014

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

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SCEMD) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

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

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

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

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

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

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

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

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

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

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

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ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending			
-------------------	-----------	--	--------	--	--	--

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

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

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

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

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

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

Form Completed By
Name:

Title:

Signature:

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DC
4-12

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

July 17, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Bid Award for Janitorial Services

During the Montgomery County Commission meeting on July 7, 2014, I presented a Bid Award for janitorial services to the low bidder (outside of Montgomery County), whose business address is Elora, Tennessee for the amount of \$96,833 annually. The second lowest bidder, whose business address is Montgomery, Alabama, was in the amount of \$100,555. The County Commission utilizes the 3% preference provided in Code of Alabama Section 41-16-50. After calculating the 3% preference for local vendors, the low bidder was \$817.01 lower than the Montgomery vendor. The \$817.01 was calculated as follows: $\$100,555 - \$99,737.99 (\$96,833 \times 1.03) = \817.01 . The majority of the Commissioners indicated a desire to award the bid to the second lowest vendor, which was operating locally in Montgomery.

County Attorney Tyrone C. Means is to be providing guidance regarding this issue and I will have his opinion by Monday's meeting.

DLM/tn

Attachment

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Tammy Turner, Buyer II
DATE: July 3, 2014
SUBJECT: Invitation to Bid No. 51901-14B-012,
Janitorial Services

Request approval of award on the above referenced Invitation to Bid, to the low bid of Chano & Son's, for the amount of \$96,833.00 annually, be placed on a future agenda. (Copy of spread sheet attached)

Attachment

3% PREFERENCE

OUTSIDE VENDOR

\$96,833.00

X 1.03

\$99,737.99

LOCAL VENDOR

\$100,555.00

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Tammy Turner, Buyer II TT
DATE: July 16, 2014
SUBJECT: Bid No. 52200-14B-008, Inmate Phone System

Request approval of award of a three (3) year contract, to Legacy Inmate Communications, for Inmate Phone Service, be placed on the agenda for the County Commission meeting on July 21, 2014. (copy of spread sheet attached)

The two companies that complied with bid specifications are Legacy Inmate Communications, and Telmate. Legacy Inmate Communications offers a higher commission rate of 63%. They also offer \$1.00 flat rate for local calls or prepaid for a 15 minute call. (copy of recommendation from Sheriff's Office attached)

Coordination of award made with Sheriff D.T. Marshall and Colonel Wanda Robinson, Director of Detention Facility.

Your approval is most appreciated.

Attachment

David Marshall

From: Thomas Lesage
Sent: Wednesday, July 09, 2014 2:35 PM
To: David Marshall; Derrick Cunningham; Wanda Robinson; Barbara Palmer
Subject: Inmate Telephone Bids Reviews

To Sheriff Marshall and Chief Cunningham;

After reviewing all of the Inmate Telephone bids, these are the recommendations being made:

Legacy Inmate Communications – They guarantee a phone commission of 63%. They also offer \$1.00 Flat Rate local calls for Collect or Prepaid for a 15 minute call.

Telmate – They propose a 55% commission percentage on gross revenue for calls and voicemail.

The companies that did not meet bid specifications are as follows:

Amtel

1. Page one (1) of the bid letter states they do not have a kiosk solution they partner with Tech Friends.
2. Amtel offers 64.5% commission.
3. Page 26, Section 2.6.6 - Response does not answer the requirement that the system must erase the recorded name when the inmate is released.
4. Page 29, Amtel uses a "subsidiary company, Customer Service of America (CSA) at (800 849-6081), family members can set up a prepaid account in minutes, request review of a previous call for possible credit, or request a refund."
5. Page 34, Section 2.8.2 – Amtel Response: While Prepaid Collect allows family members and friends to prepay for collect calls, debit accounts give inmates the ability to place funds in their correctional facility commissary accounts to pay for their own telephone calls.
6. Page 88, Fees – Collect Call Rates = \$3.75 per minute flat rate, and Prepaid Collect / Pin Debit Rates = \$3.15 per minute flat rate.

Combined Public Communications

1. Commission 55% @ 11 Months (February thru December) and 100% @ 1 month (January).
2. Page 23, Section 2.6.6 – Response: Upon inmate release, the recorded name will not be automatically deleted.
3. Page 31, Section 2.9.10 – System does not disconnect a 3 way call it flags it for investigative purposes.
4. Page 35 Section 2.11.2 – The system logs the user off after 30 minutes of inactivity. [Requirement to be 20 minutes].
5. Page 36, Section 2.11.4 – does not answer bid spec that they not lock any MCSO data, or to be able to lock any data field that we do not want data entered into.
6. Tab A, Rates - Prepaid calling local \$0.15 per minute / Collect calling local \$2.75 flat rate.

IC Solutions

1. Page 24, Section 2.6.6 - Does not meet requirement of deleting the inmate's recorded name upon release.
2. Page 34, Section 2.8.3 - Kiosk does not meet requirement of disclosing the amount being deducted for fees.
3. Page 34, Section 2.8.3 - Kiosk is not owned by IC Solutions it is owned by sister company Access Corrections.
4. Page 62- 63, Section 2.11.2 - Does not meet requirement of logging user off after 20 minutes of activity.
5. Page 73, 2.12.2 – recordings are stored for life of contract only, not the required 180 days past contract for review.
6. Commission 65% of Total Gross Revenue.

Securus

1. Page 1, - Commission 75%

Page 37, Section 2.6.6 - Removed from specifications "Upon deactivation of account (release of inmate) the recorded name will be automatically deleted so that a returning inmate can re-record their name in the system. There will need to be more clarity with the voice recognition on the phones. There should not be a need for inmates to continuously repeat their name or speak loudly when going through this process. When the inmates name is recorded on one phone it is required to work on all phones on the system." [Securus has not agreed to this portion of bid specs].

2. Page 52, Section 2.8.3 Part B – Kiosk does not refund money if transaction is cancelled. [Does not meet requirement].

3. Page 52, Section 2.8.3 Part D – Kiosk is not owned by Securus they are in partnership with TouchPay [Does not meet requirement].

4. Page 101, Section 2.11.4 – 1st paragraph Response reads "On-site administrators have the ability to lock or unlock any data fields as needed." [This system does not allow this to be performed as I have requested this, and this feature does not exist in the present system].

5. Page 158, Section 2.15.10 – Does not comply with bid specs they want to email the report to a specified person not allow us to run the report as needed.

6. Page 210, Section 5.4.3 – Securus changed bid specs to reflect last contract fees at \$4.75 maximum fee instead of \$2.00 cash or 2% of Deposit Amount.

Lt. LeSage

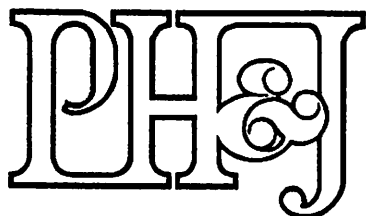
[illegible]

Inmatephonesystem2014

6-4

[illegible]

6-5



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA
Harrell G. Gandy, AIA

J. Roland Pond, AIA
Renis O. Jones, III, AIA

E. Griffin Harris, AIA
Patrick T. Addison, AIA

Wednesday, July 16, 2014

Mr. Donnie Mims, Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: New Tenant Improvements for the Montgomery County Courthouse –
Annex I – Third Floor Renovations for the District Attorney and Child Support
PH&J Number: 1208-GVC

Mr. Mims:

Bids were received on this project on Thursday, July 10, 2014 at 2:00 pm
(Central Time) with five bidders submitting sealed proposals:

The amounts listed are for Base Bid price, plus Alternates 1 and 2:

1. Bear Brothers	\$3,052,680.00
2. Bullard Cook, Inc.	\$3,121,000.00
3. Construction One, Inc.	\$3,124,888.00
4. Hutcheson Construction Co., Inc.	\$3,203,850.00
5. Russell Construction of Alabama, Inc.	\$2,977,074.00
6. Stallings & Sons, Inc.	\$3,072,222.00

Included with the certified bid tab sheet is a bid discrepancy sheet listing any irregularities with the bidder's proposals. Russell Construction Company and Bullard Cook, Inc. failed to seal their proposal forms, which is a technical discrepancy, but not one that would disqualify their proposals. Bear Brothers, however did not initial a modification to their bid amount on the front of their proposal envelope, which would disqualify their proposal from consideration, if they were the low bidder.

It is our recommendation, that the project be awarded to Russell Construction of Alabama, Inc. and enter into a construction contract for the amount of \$2,977,074.00, the amount of their bid (Base Bid + Alternates 1 and 2).

If you have any questions, please call.

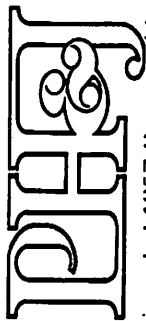
Sincerely,



Patrick T. Addison, AIA

Attachments: Project's Certified Bid Tabulation Sheet, Original Contractor Bid Proposals

Cc: Griff Harris, Chevette Culver, File



architects inc.

Founded 1957 Pearson, Humphries, & Jones Architects
P.O. Box 215 Montgomery, Alabama 36101
807 S. McDonough Street Montgomery, Alabama 36104
Telephone (334) 265-8781 · Fax (334) 265-9208

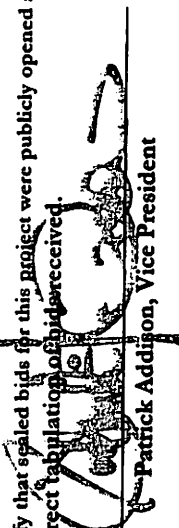
PH&J # 1208GVC

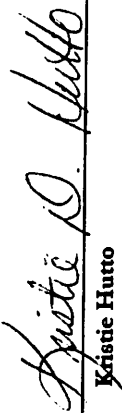
TABULATION OF BIDS

Project: Renovations & Alterations To The Montgomery County
Courthouse- Annex 1 District Attorney & Child Support Suites
Time & Date: July 10, 2014 @ 2:00pm
Place: Montgomery County Commission Conf. Rm, Montg. Co.
Courthouse Annex 3, 101 S. Lawrence St Montgomery, AL

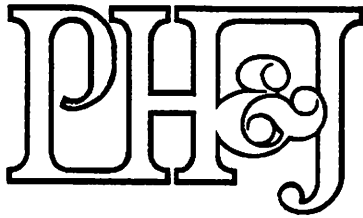
CONTRACTOR	BASE BID	ALTERNATE # 1 (Grand Jury & DA Audio/visual System)	ALTERNATE # 2 (County Digital Signage System)	TOTAL
Bear Brothers	\$2,947,600.00 - \$204,000.00 = \$2,743,600.00	\$202,880.00	\$106,200.00	\$3,052,680.00
Bullard Cook, Inc.	\$2,810,000.00	\$204,000.00	\$107,000.00	\$3,121,000.00
Construction One, Inc.	\$2,804,146.00	\$210,538.00	\$110,204.00	\$3,124,888.00
Hutcheson Construction Co., Inc.	\$2,890,000.00	\$206,000.00	\$107,850.00	\$3,203,850.00
Russell Construction	\$2,648,300.00	\$201,974.00	\$126,800.00	\$2,977,074.00
Stallings & Sons, Inc.	\$2,763,222.00	\$203,000.00	\$106,000.00	\$3,072,222.00

We certify that sealed bids for this project were publicly opened and read aloud at the time and place indicated, and that this is a true and correct tabulation of bids received.

By: 
Patrick Addison, Vice President

Notary: 
Kristie Hutto

KRISTIE D. HUTTO
Notary Public - State of Alabama
My Commission Expires
November 11, 2017



PH&J Job Number: 1208-GVC

architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA
Harrell G. Gandy, AIA

J. Roland Pond, AIA
Renis O. Jones, III, AIA

E. Griffin Harris, AIA
Patrick T. Addison, AIA

Wednesday, July 16, 2014

Mr. Donnie Mims, Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: New Tenant Improvements for the Montgomery County Courthouse –
Annex I – Third Floor Renovations for the District Attorney and Child Support
PH&J Number: 1208-GVC

Mr. Mims:

The following is a description of the above-mentioned project's alternates:

Alternate 1: Grand Jury and DA Audiovisual System

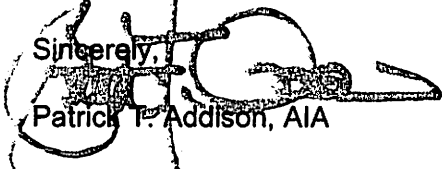
Includes all the audiovisual hardware and equipment, including labor to install system, that make the Grand Jury Room function as required.

Alternate 2: County's Building and Department Digital Way-Finding, Alerting and Informational Interactive Audiovisual System

Includes all the head-end audiovisual hardware and equipment, including labor to install system, to implement an interactive audiovisual system in Annex 1, which will expand to other adjacent county building and those remotely located, with the following features: Electronic way-finding system to direct the public where each of the county departments is located within the building, provides informational alerts and notification to the public and county personnel in the event of an emergency or crisis, provides informational services, such as local news, weather, sports, current and upcoming public events and advertisements for local companies or products available locally to the public.

If you have any questions, please call.

Sincerely,


Patrick T. Addison, AIA

Cc: Griff Harris, File

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

July 17, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Updated List of Bank Depositories

Recently, it came to my attention that Trustmark National Bank was not included in our approved list of bank depositories.

I am requesting that the Commission approve the attached updated list of bank depositories for the remainder for the 2014 Calendar Year.

DLM/tn

Attachment

ELTON N. DEAN, SR., CHAIRMAN
DANIEL HARRIS JR., VICE CHAIRMAN
REED INGRAM
RONDA M. WALKER
JILES WILLIAMS JR.

A COUNTY OLDER THAN THE STATE

DONALD L. MIMS, ADMINISTRATOR
SHERRILL R. THOMAS, CPA, FINANCE DIRECTOR
(334) 832-1230
TDD (334) 265-3568
FAX (334) 832-2533

MONTGOMERY COUNTY COMMISSION
FINANCE DEPARTMENT
101 S. LAWRENCE STREET • P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

TO: DONALD L. MIMS, ADMINISTRATOR
FROM: SHERRILL R. THOMAS, FINANCE DIRECTOR
DATE: July 16, 2014
RE: LIST OF BANK DEPOSITORIES

Following is a revised list of banks currently doing business in Montgomery County and should be designated depositories.

Aliant Bank

Amerifirst Bank

Auburn Bank

BB&T

BBVA Compass

Cadence Bank

Community Bank & Trust

First Tuskegee Bank

Hancock Bank

IberiaBank

PNC Bank

Regions Bank

Renasant Bank

River Bank & Trust

ServisFirst Bank

Sterling Bank

Trustmark National Bank

Wells Fargo Bank

8-2

Montgomery County Commission

Finance Department
P.O. Box 1667
Montgomery, Alabama 36102
Phone 334-832-1268
Fax 334-832-2533

Memo

To: Donnie L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director 
Date: 7/16/2014
Re: One-Time Lump Sum Payments to County Retirees

Attached is a letter from The Retirement Systems of Alabama (RSA) regarding Act 2014-429 which gives the County the opportunity to grant a one-time lump sum payment on September 30, 2014 to County retired employees and the beneficiaries of deceased retirees who retired prior to October 1, 2013.

The letter provides a cost of \$74,665 to pay the lump sum payment to employees who retired after we joined the RSA. The amount does not include the cost of employees who retired prior to joining the RSA (pensioners). Since the County didn't join the RSA until October 1, 2008, the majority of our retirees are pensioners.

Under the Act the County can make the payment in one lump sum or by increasing the County contribution rate for the one year period from October 1, 2015 through September 30, 2016.

The approximate cost of the one-time payment is as follows:

- | | |
|---|-----------|
| • Lump Sum payment by the County to the RSA prior to September 30, 2014 | \$201,734 |
| • Increase Contribution rate for fiscal year 2016 to cover the cost | \$217,875 |

To grant the one-time lump sum payment, the Commission must adopt and submit a separate Resolution for retirees and pensioners by August 31, 2014. A copy of the resolution format is attached.

Teachers
Sarah S. Swindle, Chair
Susan W. Brown, Vice Chair



Employees
State State Police Public Judicial
Robert J. Bentley, Chair
Jacqueline B. Graham, Vice Chair

THE RETIREMENT SYSTEMS OF ALABAMA

David G. Bronner, CEO
Donald L. Yancey, Deputy Director

Agency Director
Montgomery County
Po Box 1667
Montgomery AL 36102

MGC

June 5, 2014

Act 2014-429 of the Regular Session of the Alabama Legislature provides your agency with the opportunity to grant a one-time lump sum payment to retired members and the beneficiaries of deceased retired members who retired prior to October 1, 2013 and are entitled to receive a monthly retirement benefit from the Employees' Retirement System (ERS) on September 30, 2014. The Act provides for the retired member to receive a one-time lump sum payment of \$2.00 per month for each year of service credited to the retiree's account or \$300.00, whichever is greater. The Act provides for a beneficiary of a deceased retiree to receive \$300.00. Payment will be made in October 2014 separate from the monthly retirement payment.

If your agency elects to grant the 2014 one-time lump sum payment to your retirees, your estimated cost is \$74,665.00 which will require 0.24% to be added to your agency's employer contribution rate effective for the one year period from October 1, 2015 – September 30, 2016.

Act 2014-429 also allows an agency to grant the one-time lump sum payment to its pensioners. However, a review of our records indicates that this office does not have verification of the creditable service of your agency's pensioners. Therefore, your agency should contact the ERS if it wishes to elect to grant the one-time lump sum payment to its pensioners as this will be an increase to the cost listed above.

To grant the provisions of Act 2014-429, the governing authority of your agency must adopt and submit a separate Resolution for retirees and/or pensioners. For your convenience, the Resolutions have been enclosed and **must be received by the ERS no later than August 31, 2014.** Please note that there is no provision that will allow the one-time lump sum payment to be granted retroactively.

Any retiree, pensioner, or beneficiary whose eligibility for Medicaid benefits is impaired by this payment shall not be entitled to receive the payment and should notify this office to request that the increase not be granted.

If you have any questions regarding the implementation of the provisions of Act 2014-429, please contact my office at (334) 517-7000 or 1-877-517-0020.

Sincerely,

William E. Paul
Retirement Executive

RESOLUTION--ACT 2014-429

(Local Unit Retirees and Beneficiaries of Deceased Retirees)

Be it resolved that the (NAME OF AGENCY), through its governing authority, elects to come under the provisions of Section 2 of Act 429 of the Regular Session of the 2014 Legislature.

The (NAME OF AGENCY) agrees to provide all funds necessary to the Employees' Retirement System to cover the cost of the one-time lump sum payment as provided for by this Act for those eligible retirees and beneficiaries of deceased retirees of (NAME OF AGENCY) with the aforementioned lump sum payment being paid in October 2014.

CERTIFICATION

I, (NAME, OFFICIAL TITLE, NAME OF AGENCY), hereby certify that the foregoing is a true and correct copy of the Resolution passed on this _____ day of _____, 2014.

Signature of Official

Official Title

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

www.mc-ala.org

July 16, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Performance Evaluation of County Engineer

The County Commission has received the Performance Evaluation (Consolidated Report) of County Engineer George C. Speake.

Based upon his evaluation, Mr. Speake should receive his annual merit increase from Pay Grade A16, Step 12 to Pay Grade A16, Step 13, effective April 7, 2014.

I am requesting that the Commission approve the Performance Evaluation and the merit increase.

Should you have any questions, please contact me.

DLM/tn

Attachments

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II TT

DATE: July 8, 2014

RE: Contract 52200-14B-011 Inmate Uniforms
For The Montgomery County Detention Facility

Request approval of award on the above referenced bid to the low bid of Robinson Textiles, in the amount of \$1,156.75, based on unit pricing of 25 each, be placed on a future agenda. (copy of spread sheet attached)

This will result on a one (1) year contract, with the option to renew for two (2) years, in one year periods. A price escalation may be allowed but shall not exceed 5% per year.

Coordination of award made with Sheriff D.T. Marshall.

Attachment

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52200-14B-011				Robinson Textiles 152 W. Walnut Street Gardena, CA 90248 (800)421-5582		Uniforms Mfg. P.O. Box 12716 Scottsdale, AZ 85267 (480)368-9316		ICS Jail Supplies, Inc. P.O. Box 21056 Waco, TX 76702 (800)524-5427		Walter F. Stephens 415 South Avenue Franklin, OH 45005			
DATE ISSUED: June 10, 2014													
DATE OPENED: June 30, 2014													
Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Shirt: Light Blue	Ea	25	\$4.30	\$107.50	\$4.42	\$110.50	\$5.89	\$147.25	\$7.25	\$181.25		
	Made in USA												
2	Trouser: Light Blue	Ea	25	\$5.30	\$132.50	\$5.66	\$141.50	\$6.26	\$156.50	\$7.95	\$198.75		
	Made in USA												
3	Coverall												
	Made in USA	Ea	25	\$10.75	\$268.75	\$11.92	\$298.00	\$13.45	\$336.25	\$18.75	\$468.75		
4	Stenciling	Ea	25	\$0.42	\$10.50	\$0.40	\$10.00	\$1.50	\$37.50	NO QUOTE	NO QUOTE		
5	Oversized Shirts	Ea	25	\$5.75	\$143.75	\$5.53	\$138.25	\$7.97	\$199.25	\$8.95	\$223.75		
6	Oversized Trouser	Ea	25	\$7.75	\$193.75	\$7.08	\$177.00	\$9.26	\$231.50	\$10.95	\$273.75		
7	Oversized Coveralls	Ea	25	\$12.00	\$300.00	\$14.90	\$372.50	\$18.30	\$457.50	\$25.95	\$648.75		
TOTAL BID AMOUNTS					\$1,156.75		\$1,247.75		\$1,565.75		\$1,995.00		

40 BIDS MAILED OUT (UNIFORMS MADE IN USA)

11-2.

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID: 52200-14B-011				Robinson Textiles 125 Washington St. Gardena, CA 90248		ICS Jail Suppliers P.O. Box 21056 Waco, TX 76702		Bob Barker Company 134 N Main Street Furquay Varina, NC		Acme Supply Co., LTD 10 Cedar Swamp Rd Glencoe, NY 11542			
DATE ISSUED: June 10, 2014													
DATE OPENED: June 30, 2014													
Detention Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Shirt: Light Blue	Ea	25	\$4.30	\$107.50	\$5.89	\$147.25	\$4.63	\$115.75	\$6.50	\$162.50		
	Imported												
2	Trouser: Light Blue	Ea	25	\$5.30	\$132.50	\$6.26	\$156.50	\$5.81	\$145.25	\$6.50	\$162.50		
	Imported												
3	Coverall	Ea	25	\$10.75	\$268.75	\$13.45	\$336.25	\$11.25	\$281.25	NO QUOTE	NO QUOTE		
	Imported												
4	Stenciling	Ea	25	\$0.42	\$10.50	\$1.50	\$37.50	\$0.50	\$12.50	NO QUOTE	NO QUOTE		
5	Oversized Shirts	Ea	25	\$5.75	\$143.75	\$7.97	\$199.25	\$5.63	\$140.75	\$7.00	\$175.00		
6	Oversized Trouser	Ea	25	\$7.75	\$193.75	\$9.26	\$231.50	\$6.81	\$170.25	\$7.00	\$175.00		
7	Overzied Coveralls	Ea	25	\$12.00	\$300.00	\$18.30	\$457.50	\$12.90	\$322.50	\$7.00	\$175.00		
TOTAL BID AMOUNTS					\$1,156.75		\$1,565.75		\$1,188.25		\$850.00		

Notes: 40 BIDS MAILED OUT (IMPORTED UNIFORMS)

Page 1

Inamte Uniforms 2

11-3

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTURAL AGREEMENT

CONTRACT NO. 52200-14B-011

THIS CONTRACTUAL AGREEMENT made and entered into on the 1st day of September, 2014, by and between Robinson Textiles of Gardena, California, and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Robinson Textiles agrees to furnish Inmate Uniforms for the Montgomery County Detention Facility in accordance with all the provisions of Invitation to Bid No. 52200-14B-011 as advertised by the Montgomery County Commission on June 10, 2014 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Robinson Textiles and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the Contract will begin on September 1, 2014 and will end on August 31, 2015 with an option to renew for two (2) years, in one (1) year periods, providing funds are available by the Montgomery County Commission.
3. That prices 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.
4. That Montgomery County Commission and Robinson Textiles may terminate this agreement with a thirty (30) day written notice by either party.
5. That Robinson Textiles will furnish Inmate Uniforms at prices stipulated in Invitation to Bid No. 52200-14B-011

6. That Robinson Textiles shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.
7. That during the contract period, Robinson Textiles shall pay for fabric lab testing to certify compliance with specifications if requested by the Montgomery County Detention Facility.
8. If a Dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Robinson Textiles.

IN WITNESS WHEREOFF, the undersigned have executed this Contract as of the 1st day of September, 2014.

WITNESS:

ROBINSON TEXTILES

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



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

July 14, 2014

Chairman Elton N. Dean, Sr.
Montgomery County Commission
Montgomery County Annex III
101 S. Lawrence St.
Montgomery, AL 36104

RE: Position Fill Request

Dear Chairman Dean:

Attached is a position fill request for the Worthless Check Unit in the District Attorney's Office.

An opening has been created due to the resignation of a Case Manager I. This position is responsible for working files that produce revenue for our office and it is vital that we fill it as quickly as possible.

The Worthless Check Unit is self-funded; there is no expense to the County.

We ask the Commission to approve this position fill request. Thank you for your help in this matter.

Sincerely,

Rhonda B. Cape
Chief Administrator

cc: Donnie Mims, County Administrator

ORIGINAL

SUPERVISOR: Rhonda Cape

POSITION NO:

438045004

PROPOSED EFFECTIVE DATE: 8/4/14

TYPE OF APPOINTMENT: (X) PERMANENT () TEMPORARY

(X) OPEN

() TRANSFER

() PROMOTION

(X) PROMOTION/TRANSFER

PAY GRADE: A03-01

SALARY RANGE: \$24,414-34,753

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

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

() APPROVED

() DISAPPROVED

Funding

SELECTEE:

Date:

Appointing Authority Signature – District Attorney Office

() Manpower data entered by:

Date:

() Payroll entered by:

Date:

12-2



GILPIN | GIVHAN
A PROFESSIONAL CORPORATION

CLINTON D. GRAVES
334.409.2232
CGRAVES@GILPINGIVHAN.COM
(REPLY TO MONTGOMERY OFFICE)

July 15, 2014

Via hand delivery

Mr. Donald L. Mims
Montgomery County Administrator
101 South Lawrence Street
2nd Floor
Montgomery, Alabama 36104

Re: Truckworx Kenworth Project Agreement
Our File No. 8439.0002

Dear Donnie:

Please find attached the following documents relating to the Truckworx Kenworth economic development project: (i) a form of Project Agreement by and between Montgomery County (the "County"), the City of Montgomery (the "City"), and RLM Properties Group of Montgomery, LLC, d/b/a Truckworx Kenworth (the "Company"), attached as Exhibit "A" (the "Project Agreement"), (ii) a resolution of County Commission approving the execution of the Project Agreement, attached as Exhibit "B" (the "County Resolution"), and (iii) a form of notice of public meeting to be provided under Amendment 772 of the Constitution of Alabama, 1901, as amended, attached as Exhibit "C".

The Company intends to expand its current facility located at 3401 Industrial Drive, Montgomery, Alabama, by constructing and operating a distribution, truck/trailer sales, parts and service facility (the "Project"). The Company commits that the Project will represent a capital investment of \$4,000,000. The City Council of the City of Montgomery approved Resolution 134-2014 (the "City Resolution") on Tuesday, July 1st, 2014, approving the execution of the Project Agreement providing tax incentives to the Company in consideration for the Company locating the Project within the corporate limits of the City. A copy of the City Resolution is attached as Exhibit "D".

The City Resolution approves the incentives in the Project Agreement, including the abatement of all State, County and City taxes and fees abatable pursuant to Section 40-9B-1 et seq., Code of Alabama, 1975, as amended and Alabama Department of Revenue Regulations Sections 810-6-4.22 and 810.4-3.01 through .06 for the Project, its site, and its improvements. In addition, under the Project Agreement, both the City and the County will provide a tax rebate of 50% of all non-educational sales, use and all other similar taxes on sales and services generated by the Project for a period of 10 years, but in any case, said rebate is not to exceed \$50,000 per fiscal year; however, the rebate in the initial fiscal year of the aforesaid taxes shall be at least \$50,000 in total.

Mr. Donald L. Mims
July 15, 2014
Page 2

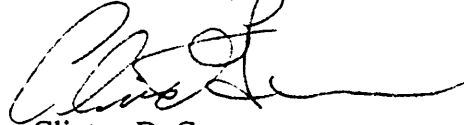
The County Resolution, attached at Exhibit "B" approves the execution and delivery of the Project Agreement granting incentives to the Company in consideration for the Company locating the Project within the corporate limits of the County. We are requesting that the County Resolution attached at Exhibit "B" be presented to the County Commission at the regular meeting on July 21st, 2014 in order to be considered for inclusion on the agenda for consideration for approval by the County Commission at the regular meeting of the County Commission on August 4th, 2014.

Because the incentives granted under the Project Agreement are authorized and provided for under Amendment 772 to the Constitution of Alabama, 1901, as amended, public notice of the meeting on August 4th, 2014 in the form attached at Exhibit "C" would need to be published at least 7 days prior to the meeting date, should the County Resolution be added to the agenda for the meeting on August 4th, 2014. In the event that the County Resolution is added to the agenda for the August 4th, 2014 meeting, then we will be happy to help coordinate the publication of the Amendment 772 notice of public meeting.

Thank you for your assistance in this matter and should you have any questions or comments, please do not hesitate to contact me.

Yours very truly,

GILPIN GIVHAN, PC



Clinton D. Graves

CDG/
Enclosure

EXHIBIT "A"

Project Agreement

PROJECT AGREEMENT

BY AND AMONG

**MONTGOMERY COUNTY, ALABAMA,
THE CITY OF MONTGOMERY, ALABAMA**

AND

**RLM PROPERTIES GROUP OF MONTGOMERY, LLC,
AN ALABAMA LIMITED LIABILITY COMPANY,
d/b/a TRUCKWORX KENWORTH**

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (this "Agreement") is hereby made and entered into this ____ day of _____, 2014, by and among **MONTGOMERY COUNTY, ALABAMA** (the "County"), the **CITY OF MONTGOMERY, ALABAMA** (the "City"), and **RLM PROPERTIES GROUP OF MONTGOMERY, LLC**, an Alabama limited liability company d/b/a **TRUCKWORX KENWORTH**, and its affiliates (the "Company"). The Company, the County, and the City are each a "Party" to this Agreement and are collectively referred to as the "Parties." The City and the County are hereinafter sometimes collectively referred to as the "Local Governments."

RECITALS

WHEREAS, the Local Governments support and encourage business and industrial development within Alabama; and

WHEREAS, the Company intends to construct and operate a distribution, truck/trailer sales, parts and service facility to be located within the corporate limits of the City (the "Project") near the facility located at 3401 Industrial Drive, Montgomery, Alabama 36108 (the "Project Site"); and

WHEREAS, the Local Governments have determined that development of this Project is in their best interests and that the purposes hereof serve valid and sufficient public purposes, including but not limited to (i) expansion and enhancement of the economic and tax base, thereby providing additional revenues for schools, municipal services, and other public needs; (ii) increased employment opportunities; (iii) promotion of distribution and retail and commercial activity; and (iv) the provision of jobs; and

WHEREAS, the Company commits that the Project will represent a capital investment in land (with land valued at \$900,000), buildings, equipment, fixtures, inventory and improvements, for an approximate aggregate projected capital investment of Four Million Dollars (\$4,000,000) ("Capital Commitment"); and

WHEREAS, the Local Governments are desirous of having the Company undertake said Project within the corporate limits of the City; and

WHEREAS, Amendment No. 713 and Amendment No. 772 to the Constitution of Alabama (1901) authorize the County and the City to lend its credit to or grant public funds and things of value in aid of or to any company or other business entity for the purpose of promoting the economic development and industrial development within its jurisdiction; and

WHEREAS, the Local Governments have determined that entering into this Agreement is for a valid and sufficient public purpose; and

WHEREAS, the Parties are desirous of setting forth such proposals in a valid, binding and enforceable agreement; and

WHEREAS, on the Effective Date the commitments contained in this Agreement are made in consideration for the Company's decision to locate and operate the Project within the corporate limits of the City.

AGREEMENT

NOW, THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the following terms and conditions:

ARTICLE I DEFINITIONS

1.1 Definitions.

Unless defined elsewhere in this Agreement, the terms defined in this Article I shall have the meanings specified for all purposes of this Agreement, applicable to both the singular and plural forms of any of the terms defined herein.

"Abateable Taxes" shall mean all of the taxes and fees abateable pursuant to the Abatement Law.

"Abatement Law" shall mean the provisions of §40-9B-1 et seq., Code of Alabama (1975), as amended, and Alabama Department of Revenue Regulations §§810-6-4.22 and 810.4-3.01 through .06.

"Affiliate" shall mean, with respect to any Person, any other Person controlling, controlled by or under common control with such Person. The term "control" as used in the preceding sentence means, with respect to a company, the right to exercise, directly or indirectly, fifty percent (50%) or more of the voting rights attributable to the shares of the controlled company, or with respect to any Person other than a company, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person.

"Agreement" shall mean this Project Agreement.

"City" shall have the meaning set forth in the preamble to this Agreement.

"Company" shall have the meaning set forth in the preamble to this Agreement.

"Constitutional Authority" shall mean Amendment No. 713 to the Constitution of Alabama (1901), and Amendment No. 772 to the Constitution of Alabama (1901).

"Construction Completion Date" shall mean the date upon which the construction of the Project is substantially completed so that the owner, tenant, or other person can occupy or utilize the improvement, or a designated portion thereof, for the use for which it is intended.

“Construction Related Sales Tax Schedule” shall mean the schedule of Construction Related Sales Taxes kept by the Company during the construction of the Project.

“Construction Related Sales Taxes” shall mean those non-educational sales, use and all other similar taxes incurred directly or indirectly by the Company in the construction of the Project.

“County” shall have the meaning set forth in the preamble to this Agreement.

“Effective Date” shall mean the date upon which all of the Parties have executed this Agreement.

“Facility” shall mean the building and other improvements to be constructed pursuant to this Agreement.

“Fiscal Year” shall mean the twelve (12) month period beginning October 1st and ending September 30th.

“Local Excluded Taxes” shall mean the educational taxes levied by Montgomery County or the City of Montgomery. For convenience, the Local Excluded Taxes are described in Schedule A-1.

“Party” shall have the meaning set forth in the preamble to this Agreement.

“Parties” shall have the meaning set forth in the preamble to this Agreement.

“Permits” shall mean any permit, license, order, approval or authorization issued under any law.

“Person” shall mean all natural persons, trusts, associations, companies, partnerships, joint ventures and other entities and governments and agencies and political subdivisions.

“Project” shall mean the Facility, Project Improvements and the Project Site.

“Project Improvements” shall mean (i) all infrastructure necessary to serve the Project Site, including, but not limited to installation of water service, sewer service, electrical service, natural gas service, parking areas, loading and unloading areas, site preparation, sidewalks, landscaping, and access and on-site roads, as applicable, and (ii) all improvements necessary for a facility for the distribution of products, together with all related buildings and improvements necessary to be located on the Project Site and to be constructed under the terms of this Agreement, to include equipment and fixture, and all related design, Permits, engineering, and architectural expenses.

“Project Site” shall have the meaning set forth in the Recitals herein.

“Sales & Tax Report” shall mean the report of the gross sales and sales tax collections at the Project for each month of the Initial Term and any renewal Terms required by Section 2.3

of this Agreement. Such reports shall be delivered to the City and County no later than the twentieth of the month after the month for which such report is compiled.

“Term” shall have the meaning as set forth in Article IV.

1.2 Interpretation.

In this Agreement, unless the context indicates otherwise, the singular includes the plural and the plural the singular, references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; references to “writing” including printing, typing, lithography, facsimile reproduction and other means of reproducing words in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, appendices, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits, schedules and appendices attached thereto and all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement; references to days shall mean calendar days unless specified otherwise; and references to Persons include their respective successors and permitted assigns.

ARTICLE II **INCENTIVES**

2.1 Tax Abatements. Except for the Local Excluded Taxes, the Local Governments hereby agree to abate, or cause to be abated by the Local Governments during the Abatement Period, all Abatable Taxes, to the maximum extent allowable under the Abatement Law, for the Project, Project Site and Project Improvements, including but without limitation the following: (i) State, County and local non-educational real estate and personal property ad valorem taxes with respect to the Project; (ii) State, County, and City, and any other local non-educational sales, use, excise, levy and all similar taxes on tangible personal property incorporated into the Project and any other tangible property eligible for abatement under applicable law; (iii) deed, mortgage, and all other similar recording taxes with respect to the Project whenever such taxes otherwise become due and payable; and (iv) all other abatable taxes or valuable taxes, fees, permits, assessments or charges. The Public Entities shall waive, or cause to be waived, any fees or costs related to the granting of such tax abatements. The period of tax abatement relating to the property taxes shall convene at the option of the Company upon the acquisition of the Project Site or at the time the Project Improvements are placed in service at the Facility. The Company agrees to file use tax reports and to pay the Local Excluded Taxes.

2.2 Other Tax Incentives. As an inducement for the Company to locate the Project within the corporate limits of the City, the Local Governments agree, pursuant to the Constitutional Authority, that beginning October 1, 2015, and ending September 30, 2025, they will provide the Company with a tax rebate in an amount equal to fifty percent (50.0%) of all non-educational Local Governments’ sales, use and all other similar taxes on the sales and services generated by the Project, but not more than Fifty Thousand Dollars (\$50,000) per fiscal

year (the "Sales Tax Abatement Cap"). However, the incentive in the initial fiscal year of the aforesaid taxes shall be at least Fifty Thousand Dollars (\$50,000) in total.

2.3 Payment of the Incentives. The Company will furnish the County and City with a Sales & Tax Report for each Fiscal Year and shall pay the sales tax due on retail sales at the Project each Fiscal Year during the Term, beginning on December 15, 2016, and on December 15th of each year thereafter, with a final payment on December 15, 2025. Sales & Tax Reports, and the sales taxes due the County and City reflected in such reports, will be due by December 15th of each year, beginning on December 15, 2016, with the final report due on December 15, 2025. The County and City will tender the payment to the Company for the above rebates within thirty (30) days of the receipt of each Sales & Tax Report provided that the sales tax due the County and City reflected in such report has been paid to the respective Parties.

2.4 Assistance with Permits. The Local Governments agree, to the extent permitted by applicable law and with the cooperation of the Company:

(a) To do all things and take all actions necessary to assist the Company in its timely filing of all applications for obtaining, modifying, transferring, and/or renewing all applicable permits with the federal government, the County, and the City and all applicable agencies thereof; such assistance to include, when applicable, facilitating the timely consideration, processing, and issuance of all permits required in connection with the establishment and subsequent operation of the Project. Such permits shall include, but are not necessarily limited to site plan approvals, construction and building permits, approvals for the abandonment and creation of all rights-of-way acquisitions and easements, and environmental permits, all to be issued on an expedited basis in order to permit construction of the Project to proceed in a timely manner; and

(b) To use their best efforts to cause all permit decisions necessary for construction and subsequent operation of the Project to be made within fifteen (15) days thirty (30) days if a public hearing is requested) of filing the applicable and materially complete application in accordance with the applicable statutes and regulations.

ARTICLE III

REPRESENTATIONS; OBLIGATIONS; AND CONDITIONS PRECEDENT

3.1 Representations, Covenants and Warranties of the Company. The Company represents, covenants, and warrants to the Local Governments that:

(a) The Company desires for the Project to be located within the corporate limits of the City.

(b) The Company is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing, and in compliance with all Alabama laws applicable to its operations at all times that the Company is in business in the State of Alabama.

(c) The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that any authorization, approval, resolution or consent of the Company's officers, managers, trustees, members or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law and to the extent that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures.

3.2 Representations, Covenants and Warranties of the Local Governments. The Local Governments represent, covenant, and warrant that:

(a) Such Party is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment; and

(b) Such Party has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement, and to the extent that any authorization, approval, or consent of any other government authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures.

3.3 The Obligations of the Local Governments. On or before _____, 2014, the Local Governments shall provide the Company with duly certified copies of the resolutions approving and authorizing the execution, delivery, and performance of this Agreement by the County and the City, respectively, or with respect to the Tax Abatement, The Industrial Development Board of the City of Montgomery, if applicable.

3.4 Conditions Precedent.

(a) The obligations of the County and City are conditioned upon, among other things, the following occurring:

(i) The respective governing bodies of the County and the City acting to approve this Agreement;

(ii) The Project being located within the corporate limits of the City; and

(iii) Complying with any applicable provisions of the Code of Alabama of 1975 and the Constitutional Authority.

(b) The obligations of Company are conditioned upon, among other things, the following:

(i) The respective governing bodies of the County and City approving the execution, delivery and performance of this Agreement, as established by duly certified copies of the resolutions adopted by the respective governing bodies of the County and City at duly held meetings thereof in accordance with all applicable notice and meeting requirements;

(ii) Compliance by the County and City with all applicable provisions of the Code of Alabama of 1975 and the Alabama Constitution of 1901, as amended; and satisfaction of all other conditions precedent to obligations of the County and City hereunder; and

(iii) Receipt of the Certificate of Tax Abatement.

ARTICLE IV **TERM**

4.1 Term. Subject to the terms hereof, the initial Term of this Agreement shall be for the maximum abatement period.

ARTICLE V **MISCELLANEOUS**

5.1 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

5.2 Governing Law. The governing law of this Agreement shall be the law of the State of Alabama.

5.3 Severability. In case any one or more of the provisions contained in this Agreement should be deemed invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5.4 Notices. All communications and notices expressly provided herein shall be in writing and shall be sent, by certified first class mail, postage prepaid, or by a nationally recognized overnight courier for overnight delivery on the following business day, as follows:

MONTGOMERY COUNTY,
ALABAMA

Montgomery County Commission
Elton N. Dean, Sr., Chairman
101 S. Lawrence Street
Montgomery, AL 36104
Telephone: (334) 832-1210
Facsimile: (334) 832-2533

MONTGOMERY COUNTY,
ALABAMA

Montgomery County Commission
Donald L. Mims, Administrator
101 S. Lawrence Street
Montgomery, AL 36104
Telephone: (334) 832-1210
Facsimile: (334) 832-2533

With a copy to:

Thomas T. Gallion, III
Haskell Slaughter & Gallion, LLC
8 Commerce Street, Suite 1200
Montgomery, Alabama 36104
Telephone: (334) 265-8573
Facsimile: (334) 264-7945

CITY OF MONTGOMERY,
ALABAMA

Honorable Todd Strange
Mayor of the City of Montgomery
103 North Perry Street
Montgomery, AL 36104
Telephone: (334) 241-2096
Facsimile: (334) 241-2056

With a copy to:

Kim Fehl, City Attorney
City Attorney's Office
103 North Perry Street
Montgomery, AL 36104
Telephone: (334) 625-2050
Facsimile: (334) 241-2310

RLM PROPERTIES GROUP OF
MONTGOMERY, LLC
d/b/a TRUCKWORX KENWORTH

Mr. Bob Mitchell
Truckworx Kenworth
2220 Finley Boulevard
Birmingham, AL 35234
Telephone: (205) 326-6170
Facsimile: (205) 909-4217

With a copy to:

Robert E.L. Gilpin
Gilpin Givhan, PC
Post Office Drawer 4540
Montgomery, AL 36103-4540
Telephone: (334) 409-2230
Facsimile: (334) 244-1969

And an additional copy to:

Jeffrey L. Ingram
Galese & Ingram, P.C.
800 Shades Creek Parkway, Suite 300
Birmingham, AL 35209
Telephone: (205) 870-0663
Facsimile: (205) 870-0681

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section.

5.5 Press Releases. The Parties agree to cooperate fully to coordinate all press releases and publications concerning this Agreement, including the initial press release.

5.6 Amendment and Waivers. This Agreement may not be amended or modified except by a written instrument signed by each Party. The waiver by any Party of such Party's rights under this Agreement in any particular instance or instances, whether intentional or otherwise, shall not be considered as a continuing waiver which would prevent subsequent enforcement of such rights or of any other rights.

5.7 Assignment. This Agreement is not assignable by either Party without the express written consent of the other Party, except that the Company shall have the right to assign its rights under this Agreement to an affiliate or other related entity or any successors or assigns by merger.

5.8 Section Title and Headings. The section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

5.9 Specific Performance. The Parties agree that it is impossible to measure in money the damages which will accrue to a Party by reason of a failure of the other Party to perform any of its obligations under this Agreement. Therefore, if one Party institutes any action or proceeding to enforce the provisions hereof, the other Party hereby waives the claim or defense that the Party instituting such action or proceeding has or will have an adequate remedy at law for money damages. In furtherance of the foregoing, if any party challenges the enforceability of this Agreement, whether by litigation or otherwise, then the City or County, at the Company's election, shall either defend the enforceability of this Agreement on the Company's behalf or promptly terminate this Agreement, all without cost or expense to the Company.

5.10 Entire Agreement. This Agreement constitutes the entire agreement and understanding among the Parties and no other offers, agreements, understandings, warranties, or representations exist between the Parties.

5.11 Survival of Representations, Warranties and Covenants. The representations, warranties and covenants made by each of the Parties hereto contained herein shall survive the performance of any obligations to which such representations, warranties and covenants relate.

5.12 Binding Effect. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their successors and assigns.

5.13 Time is of the Essence. The Parties acknowledge that time is of the essence as to all terms and conditions of this Agreement.

5.14 No Third Party Beneficiary. This Agreement is intended solely for the benefit of the Parties. Nothing in this Agreement shall be construed to create any duty, standard of care or liability to, nor confer any right of suit or action on, any Person other than the Parties hereof, including employees, independent contractors or Affiliates.

5.15 Independent Contractor. For the purposes of this Agreement and all services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent contractor and not an agent or employee or partner of the other Party.

[SIGNATURE PAGES FOLLOW]

WHEREFORE, the Parties hereto have caused this Agreement to be signed and delivered by their duly authorized representatives as of the date first above indicated.

MONTGOMERY COUNTY, ALABAMA

By: _____
(signature)

Name: Elton N. Dean, Sr.
Title: County Commission Chairman

CITY OF MONTGOMERY, ALABAMA

By: _____
(signature)

Name: Todd Strange
Title: Mayor

**RLM PROPERTIES GROUP OF
MONTGOMERY, LLC**
an Alabama limited liability company
d/b/a TRUCKWORX KENWORTH

By: _____
(signature)

Name: _____

Title: _____

SCHEDULE A-1

Local Excluded Taxes

1. 1% sales tax levied by Montgomery County, Alabama, for education purposes.
2. 3.5 mills ad valorem tax levied by Montgomery County, Alabama, for education purposes.
3. 6.5 mills ad valorem tax levied by the Montgomery County Board of Education.

EXHIBIT "B"

County Resolution

I, the undersigned County Administrator of the MONTGOMERY COUNTY COMMISSION, hereby certify that the pages numbered consecutive from 1 to 2, inclusive, constitute (except for the exhibits referred to therein) a true, correct and complete copy of the excerpts from all those portions of the minutes of a regular meeting of the Montgomery County Commission held on August 4th 2014, pertaining to the matters therein set out, as the same appear in the records of said County Commission.

WITNESS my signature as said County Administrator, under the seal of said County Commission, this 4th day of August, 2014.

[SEAL]

County Administrator of the
MONTGOMERY COUNTY COMMISSION

BE IT RESOLEVED AND ORDERED by the Montgomery County Commissioner (the "Commission"), which is the governing body of Montgomery County, Alabama (the "County") as follows:

Section 1. The Commission has ascertained and does hereby find and declare as follows:

- a. The City of Montgomery (the "City") and RLM Properties Group of Montgomery, LLC, d/b/a Truckworx Kenworth ("Truckworx") have requested incentives to expand the Truckworx facility presently located within the County and the corporate limits of the City;
- b. Truckworx has represented that the expansion of its facility is intended to include the construction and operation of a distribution, truck/trailer sales, parts and service facility (the "Project") near the current facility located at 3401 Industrial Drive, Montgomery, Alabama;
- c. Truckworx has committed that the Project will represent an approximate aggregate projected capital investment of up to \$4,000,000, including an investment in land valued at \$900,000, and in buildings, equipment, fixtures, inventory and improvements;
- d. The City and the County agree to tax abatements to the maximum extent permitted by law and to tax incentives as set forth in Article II of the Project Agreement, attached as Exhibit "A" (the "Project Agreement");
- e. The Commission deems it to be in the best interests of the County and wise and expedient to provide its portion of the incentives contained in the Project Agreement and deems the use and expenditure of public funds for the purpose of inducing the Project within the County in accordance with the Project Agreement will serve a valid and sufficient public purpose, including but not limited to (1) expansion and enhancement of the economic and tax base thereby providing additional revenues for schools, municipal services, and other public needs; (2) increased employment opportunities; (3) promotion, distribution, retail, and commercial activity; and (4) the provision of jobs, and otherwise beneficial effects to the public and citizens of the County;
- f. Notice of the public meeting scheduled for August 4th, 2014, was published on July __, 2014, pursuant to Amendment 713 and Amendment 772 to the Alabama Constitution 1901, as amended;
- g. At this regular meeting, which is a public meeting, the County held a public meeting regarding the Project and the County's involvement therein and permitted those interested therein to comment thereon;

h. The Commission desires to authorize and approve the County's provision of its portion of the incentives and otherwise its performance of obligations as described in the Project Agreement; and

i. The Commission desires to authorize and approve the County's execution and delivery of the Project Agreement.

Section 2. The Commission hereby approves and authorizes the use and expenditure of public funds in the form of incentives as set forth in the Project Agreement for the purpose of inducing the Project located within the County.

Section 3. The Project Agreement is hereby adopted and approved, and the County is hereby authorized and empowered to enter into, execute, deliver, and perform under such Project Agreement.

Section 4. The Chairman of the Commission is hereby authorized and directed to execute and deliver, for and on behalf of the County, the Project Agreement, and is further authorized and empowered to execute and deliver such other agreements, documents, letters, and writings as are necessary or proper in order for the County to perform its obligations set forth in the Project Agreement and required to effectuate the intent of this Resolution.

ADOPTED this 4th day of August, 2014.

Elton N. Dean, Sr.
Chairman of the County Commission

ATTEST:

Donnie L. Mims
County Administrator

EXHIBIT "A"
[PROJECT AGREEMENT]

EXHIBIT "C"

Notice of Public Meeting

MONTGOMERY COUNTY, ALABAMA

NOTICE OF PROPOSED ACTION AT PUBLIC MEETING

Notice is hereby given that on August 4th, 2014 at 9:30 a.m., Central Time (or at such other time as such meeting may be adjourned and reconvened), at the County Commission located at **101 South Lawrence Street, Montgomery, Alabama**, the County Commission of Montgomery County, Alabama (the "County") will hold a meeting, which will constitute a public meeting, to consider, discuss, vote upon, and take other action authorizing and approving the use and grant of public funds of the County to obtain, furnish and otherwise assist in providing all available incentives to RLM Properties Group of Montgomery, LLC d/b/a Truckworx Kenworth (the "Company") to develop, construct and operate a distribution, truck/trailer sales, parts and service facility within the corporate limits of the County (the "Project"); and other matters related to the matters described herein. The County believes that the above assistance to encourage the development of the Project will promote and continue economic development within the County. The identity of the business entity for whose benefit the County proposes to use and grant public funds shall be the Company.

Notice of this public meeting is being published pursuant to the requirements of Amendment 713 and Amendment 772 to the Alabama Constitution of 1901, as amended, and all other applicable laws, to the extent applicable.

THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA

Publication:

EXHIBIT "D"

City Resolution

RESOLUTION NO. 134-2014

WHEREAS, the CITY OF MONTGOMERY ("City"), among others, and RLM PROPERTIES GROUP OF MONTGOMERY, LLC, d/b/a TRUCKWORX KENWORTH ("Truckworx") requesting incentives to expand their facility presently located within the corporate limits of the City; and

WHEREAS, Truckworx has represented that it intends to construct and operate a distribution, truck/trailer sales, parts and service facility ("Project") to be located within the corporate limits of the City near the facility located at 3401 Industrial Drive, Montgomery Alabama; and

WHEREAS, Truckworx, commits that the Project will represent a capital investment in land (with land valued at \$900,000), buildings, equipment, fixtures, inventory and improvements, of an approximate aggregate projected capital investment of up to \$4,000,000; and

WHEREAS, the City and the County agree to tax abatements to the maximum extent permitted by law and tax incentives as set forth in Article II of the Project Agreement, attached as Exhibit 1; and

WHEREAS, the City Council deems it to be in the best interests of the City and wise and expedient to provide its portion of the incentives contained in the Project Agreement, attached as Exhibit 1, and deems the use and expenditure of public funds for the purpose of inducing the Project within the corporate limits of the City in accordance with the Project Agreement will serve a valid and sufficient public purpose, including but not limited to (1) expansion and enhancement of the economic and tax base thereby providing additional revenues for schools, municipal services, and other public needs; (2) increase employment opportunities; (iii) promotion and distribution and retail and commercial activity; and (iv) the provision of jobs, and otherwise benefit the public and citizens of the City; and

WHEREAS, notice of the public meeting scheduled for July 1, 2014 was published on June 24, 2014, pursuant to Amendment 713 and Amendment 772 to the Alabama Constitution of 1901, as amended.

WHEREAS, at this regular meeting, which is a public meeting, the City held a public hearing regarding the Project and the City's involvement therein and permitted those interested therein to comment thereon; and

WHEREAS, the City Council desires to authorize and approve the City's provision of its portion of the incentives and otherwise its performance of obligations as described in the Project Agreement and to ratify the execution and delivery of the same; and

WHEREAS, the City Council also desires to authorize and approve the City's execution and delivery of the Purchase Agreement; and

NOW THEREFORE, the City Council of the City of Montgomery does hereby find, resolve and determine as follows:

1. That the incentives and other agreements of the City contained in the Project Agreement and the use and expenditure of public funds for the purpose of inducing the Project within the corporate limits of the City in accordance with the Project Agreement is wise and expedient and will serve a valid and sufficient public purpose, as, among other public purposes, such expenditure of public funds and the construction and location of the Project hereunder will promote economic and industrial development within the corporate limits of the City, create additional capital investment within the City, create additional jobs within the City, expand the wage base within the City, expand the tax base for the City, and otherwise benefit the public and citizens of the City by expanding the economy thereof and assist in the location of additional businesses within the corporate limits of the City, and the provision of the City's portion of such incentives is hereby authorized, empowered and approved; and

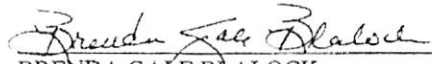
2. That the Project Agreement, attached as Exhibit 1 to this Resolution, is hereby adopted and approved, and the City is hereby authorized and empowered to enter into, execute, deliver and perform under such Project Agreement; and

3. That, the Mayor is hereby approved, authorized and empowered, for and as the act of the City, to execute and deliver the Project Agreement, attached as Exhibit 1, and further authorized and empowered to execute and deliver such other agreements, documents, letters and writings as are necessary or proper in order for the City to perform its obligations set forth in the Project Agreement and required to effectuate the intent of this Resolution.

STATE OF ALABAMA
COUNTY OF MONTGOMERY
CITY OF MONTGOMERY

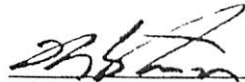
I, Brenda Gale Blalock, City Clerk of the City of Montgomery, Alabama, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly adopted by the Council of the City of Montgomery, Alabama, at its regular meeting held the 12th day of July, 2014.

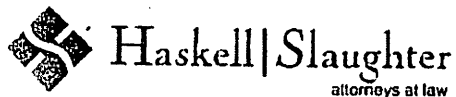
Given under my hand and the official SEAL of the City of Montgomery, Alabama, this the 2nd day of July, 2014.


BRENDA GALE BLALOCK
CITY CLERK

JUL 02 2014

APPROVED: _____


TODD STRANGE
MAYOR



Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334.265 8573 | f. 334.264 7945

MEMORANDUM

July 15, 2014

T-76

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Truckworx Kenworth Project Agreement

I have reviewed your memorandum of July 15, 2014, along with the documents regarding Truckworx Kenworth Project Agreement from Clinton Graves:

“(i) a form of Project Agreement by and between Montgomery County (the “County”), the City of Montgomery (the “City”), and RLM Properties Group of Montgomery, LLC, d/b/a Truckworx Kenworth (the “Company”), attached as Exhibit “A” (the “Project Agreement”), (ii) a resolution of County Commission approving the execution of the Project Agreement, attached as Exhibit “B” (the “County Resolution”), and (iii) a form of notice of public meeting to be provided under Amendment 772 of the Constitution of Alabama, 1901, as amended, attached as Exhibit “C”.”

I also had a telephone conference with Clinton Graves. This appears to be a joint incentive package by and between the City of Montgomery (“City”) and the Montgomery County Commission (“MCC”) and Truckworx Kenworth.

If MCC is in agreement to approve this project, I see no reason not to execute the appropriate documents, including but not limited to a resolution in the same manner as the City.

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

50051-317

Resolution

WHEREAS, according to a report by the American Cancer Fund for Children and Kids Cancer Connection, cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in nearly 15,000 of our country's young people every year; and

WHEREAS, one-in-five of our nation's children loses his battle with cancer, while many infants, children, and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, over 20 years ago, Steven Firestein, a member of the philanthropic Max Factor family, founded the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. which are both dedicated to helping these children and their families; and

WHEREAS, both non-profit organizations work hand-in-hand to provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Children's Hospital in Birmingham, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor the Courageous Kid recognition awards ceremonies and hospital celebrations nationwide, in honor of a child's determination and bravery to fight the battle against childhood cancer,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby declare the month of September as ***Childhood Cancer Awareness Month*** and join with the American Cancer Fund for Children and Kids Cancer Connection in honoring those who bravely fight the battle of Childhood Cancer each day.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 4th day of August, 2014.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN DAN HARRIS

COMMISSIONER REED INGRAM

COMMISSIONER RONDA M. WALKER

COMMISSIONER JILES WILLIAMS, JR.

Tammy Nix

From: acfckids@earthlink.net
Sent: Tuesday, July 01, 2014 10:45 PM
To: Dan Harris
Cc: Donald Mims
Subject: Montgomery Co / Childhood Cancer Awareness Month

Dear Commissioner Harris, County Commissioners and staff,

I hope you are doing well. I am writing to request a proclamation recognizing September as Childhood Cancer Awareness Month in Montgomery County. Constituent Sherrie Cook of Montgomery will co-sponsor the request. Sherrie is president of the Montgomery-Central chapter of the Optimist International club.

-Alabama

www.flickr.com/photos/kidscancerconnection/sets/72157634762081529

Cancer is the leading cause of death by disease among children in our country today. I will continue to coordinate activities including our popular Courageous Kid Recognition Award program and other hospital functions at Children's Hospital of Alabama in Montgomery among other facilities.

I've included sample text (below) for your reference. - May we please receive a .PDF copy to share?

Thank you for your time and consideration.

Sincerely,
Steven Firestein, M.A.
Volunteer Director

American Cancer Fund for Children, Inc.
IRS 501 (C)(3) # 13-3780954
Kids Cancer Connection, Inc.
IRS 501 (C)(3) # 56-2520924

www.flickr.com/photos/kidscancerconnection/sets

SAMPLE: Childhood Cancer Awareness Month

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in nearly 15,000 of our country's young people each and every year.

WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, founded over than twenty years ago by Steven Firestein, a member of the philanthropic Max Factor family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Children's Hospital of Alabama in Montgomery,

Children's of Alabama in Birmingham, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor nationwide Courageous Kid recognition award ceremonies and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

-Please add your concluding statement.

www.KidsCancerConnection.org
(818) 456 6167

MEMORANDUM
HASKELL SLAUGHTER & GALLION, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
334-265-8573

TO: Donald L. Mims
FROM: Constance C. Walker 
DATE: May 21, 2014
RE: County boxes for pick up.

Per your request, the information regarding retrieval of boxes containing County files is as follows:

1. Our office must provide a letter of permission to Access Storage naming the person(s) who will pick up the boxes from their facility. You should provide this information to our office as soon as pick-up is scheduled.
2. Our office will send a list of all boxes containing County files to Access Storage for retrieval. Once the list of box numbers is sent to Access, they will contact us for pick-up date. We will coordinate this with your office.
3. The facility will retrieve the boxes and load them on the dock.
4. An invoice for charges must be paid prior to pick-up.
5. There are 210 boxes containing County files.
6. The fee for retrieval/docking/permanent removal from facility is \$15.90 per box.
7. The total is \$3,339.00.
8. The vendor is: Access Storage, 2071 West Fairview, Montgomery, Alabama 36108. Contacts: Andrew Garner, Shatima Brockenberry, or Cameron Sauce at 334-263-3500.
9. A list of the files contained in the boxes will be provided by our office at pick-up.
10. A party from our office must be present at time of pick-up to verify boxes.

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

Statistical Report for June 2014

Federal Prisoners Received	15
Federal Prisoner Carryovers from Previous Month	39
Total Federal Inmate Days	1244

State Inmates Received	374
State Inmate Carryovers from Previous Month	490
Total State Inmates in Facility this Month	864
Total Carryovers to Next Month	471
Total State Inmate Days	14,843

Total Inmates (State and Federal Combined)	918
Total Inmate Days (State and Federal Combined)	16,087

* Average Daily Population	<u>537</u>
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Total Days Billed to the State	14,843
Amount Charged to the State	\$ 25,975.25
Sheriff's Allowance	\$ 337.50
Total Charged to the State	\$ 26,312.75

Total Spent for Food this Month	\$40,866.25
Amount Over Allowance	\$40,528.75
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$2.52

THE STATE OF ALABAMA,

Vendor Number

63600165305

Payable to

Montgomery County Commission & D.T. Marshall Sheriff ofMontgomery County.

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

June, 2014

Month

Year

Date	Total # In Jail	Insane	Juvenile	Federal	Other	# In Jail State	Per Capita	Sheriff's Allowance
1	488					488	\$ 854.00	\$ 11.25
2	492					492	\$ 861.00	\$ 11.25
3	490					490	\$ 857.50	\$ 11.25
4	490					490	\$ 857.50	\$ 11.25
5	488					488	\$ 854.00	\$ 11.25
6	489					489	\$ 855.75	\$ 11.25
7	495					495	\$ 866.25	\$ 11.25
8	491					491	\$ 859.25	\$ 11.25
9	501					501	\$ 876.75	\$ 11.25
10	513					513	\$ 897.75	\$ 11.25
11	512					512	\$ 896.00	\$ 11.25
12	509					509	\$ 890.75	\$ 11.25
13	511					511	\$ 894.25	\$ 11.25
14	511					511	\$ 894.25	\$ 11.25
15	516					516	\$ 903.00	\$ 11.25
16	510					510	\$ 892.50	\$ 11.25
17	508					508	\$ 889.00	\$ 11.25
18	506					506	\$ 885.50	\$ 11.25
19	499					499	\$ 873.25	\$ 11.25
20	491					491	\$ 859.25	\$ 11.25
21	491					491	\$ 859.25	\$ 11.25
22	487					487	\$ 852.25	\$ 11.25
23	493					493	\$ 862.75	\$ 11.25
24	499					499	\$ 873.25	\$ 11.25
25	500					500	\$ 875.00	\$ 11.25
26	476					476	\$ 833.00	\$ 11.25
27	471					471	\$ 824.25	\$ 11.25
28	473					473	\$ 827.75	\$ 11.25
29	472					472	\$ 826.00	\$ 11.25
30	471					471	\$ 824.25	\$ 11.25
31	0					0	\$ -	\$ -
Total	14843	0	0	0	0	14843	\$ 25,975.25	\$ 337.50

Amount Chargeable to the State (0900-14) \$ 25,975.25

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

Total Amount \$ 26,312.75

Affadavit of the Sheriff before Notary Public

The State of Alabama

Montgomery

County

Before me

Crystal B. Valquez

Notary Public, personally appeared

Montgomery County Commission & D.T. Marshall

Sheriff of said County, who being by me sworn,

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

26312.75

Dollars is correct and

Sworn to and subscribe before me this

2nd

day of

July20 14

Sheriff Signature

Notary Public Signature

16-2

**UPCOMING BIDS/CONTRACT RENEWALS
FOR THE MONTHS OF
July, August and September, 2014**

<u>Contract No.</u>	<u>Item</u>	<u>Dept.</u>	<u>Vendor</u>	<u>Expiration Date</u>
<u>JULY, 2014</u>				
51901-12B-001 (Renewable)	Custodial Services Care Here & Community Corrections	Support Services	American Facility Svc.	July 31, 2014
51901-12B-016 (Renewable)	Custodial Services Annex III	Support Services	Penn & Sons, Inc.	July 31, 2014
51901-13B-021 (Renewable)	Custodial Services Probate, Revenue Substations	Support Services	Penn & Sons, Inc.	July 31, 2014
51901-13B-019 (Renewable)	Grass Cutting Svc	Support Services	Humphries Lawn Svc	July 31, 2014
52200-11B-007 (Rebid)	Inmate Phone System	Detention Facility	Securus	July 31, 2014

August, 2014

51901-11C-021 (Rebid)	Preventive Maintenance	Support Service	Climate Service	August 14, 2014
51100-11B-024 (Renewable)	Pest Control Svcs.	County Commission	Topco Pest Control	August 31, 2014
52200-11B-013 (Rebid)	Inmate Uniforms	Detention Facility	Robinson Textiles	August 31, 2014
51965-11B-018 (Rebid)	Internet Service	Information Systems	TW Telecom of Alabama	August 31, 2014

September 2014

52110-13B-007 (Renewable)	Oil Svc & Tire Rotation	Support Service	J. Wrights	September 30, 2014
53300-13B-029 (Renewable)	Metal Pipe	Engineering	Contech Const.	September 30, 2014
53000-13B-030 (Renewable)	Concrete Pipe	Engineering	Hanson Pipe	September 30, 2014
52110-10C-018 (Rebid)	Emergency Medical	Sheriff's Office	Haynes Ambulance	September 30, 2014
52110-05B-037 (Rebid)	Preventive Maintenance on Security System	Sheriff's Office	Norment Security	September 30, 2014