

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

March 7, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Information pertaining to the March 11, 2019
Montgomery County Commission Special Call Meeting

The Commission meeting will be held on Monday, March 11, 2019, at 8:45 a.m. The Formal Session will begin at 9:30 a.m.

Please note that Filing of the 2018 Statement of Economic Interests Forms is due April 30, 2019. The online Statement of Economic Interests form is available for submission at the following website: www.ethics.alabama.gov.

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

1. County Commission Information Session Schedule for March 11, 2019

Items to Consider for the Monday, March 25, 2019 Montgomery County Commission Regular Meeting Agenda

2. Consider Authorization of Addendum to Master Agreement with ThinkGard regarding Backup and Disaster Recovery System Growth Requirement, Information Systems
3. Consider Authorization of Budget Change Request Number 1, Board of Registrars
4. Consider Authorization of Resolution to Change the Time and Location of the April 8, 2019, County Commission Meeting to Mt. Zion AME Zion Church, which is located at 455 W. Jeff Davis Avenue, Montgomery, Alabama. The information session will begin at 4:00 p.m. with the formal session at 5:30 p.m., County Commission

A COUNTY OLDER THAN THE STATE

Montgomery County Commission

Page 2

March 7, 2019

5. Consider Authorization of Resolution to Change the Time and Location of the June 3, 2019, County Commission Meeting to Aldersgate United Methodist Church, which is located at 6610 Vaughn Road, Montgomery, Alabama. The information session will begin at 5:00 p.m. with the formal session at 6:30 p.m., County Commission
6. Consider Authorization of Resolution to Change the Time and Location of the August 5, 2019, County Commission Meeting to Southlawn Baptist Church, which is located at 5340 Mobile Highway, Montgomery, Alabama. The information session will begin at 4:00 p.m. with the formal session at 5:30 p.m., County Commission
7. Consider Authorization of Resolution to Change the Time and Location of the October 7, 2019, County Commission Meeting to the Montgomery County Activity Center, which is located at 147 Old School House Road, Grady, Alabama 36036. The information session will begin at 4:00 p.m. with the formal session at 5:30 p.m., County Commission
8. Consider Authorization of Amendment Number 1 to Contract with Gulf States Distributors, Inc., regarding a One (1) Year Extension, beginning April 16, 2019 and ending on April 15, 2020 and a 5% Price Increase for Law Enforcement Leather & Accessories, Contract Number 52110-18B-008, Sheriff's Office
9. Consider Authorization of Board Member Appointment, Montgomery County Community Punishment & Corrections Authority
10. Consider Authorization of 2019 Dues to Coosa-Alabama River Improvement Association, Inc., in the Amount of \$4,000, County Commission **(In the past, the dues have been in the Amount of \$3,650)**
11. Consider Authorization of Performance Evaluation for 2017-2018 (Consolidated Report) for County Administrator
12. Consider Authorization of Job Description for Director of Risk Management, County Commission **(This position has the same Pay Grade as the City Position, Pay Grade A13 \$75,153 - \$112,286, and same Minimum Qualifications)**

Personnel Action Items

13. Consider Authorization to Hire a County Traffic Control Technician I at Pay Grade S04, Step 04 (\$28,861), Engineering Department

General Information

14. Copy of Utility Easement Agreement between Verizon Wireless of the East LP d/b/a Verizon Wireless and the Montgomery County Public Building Authority

15. Copy of Email from Office Manager Shelecia P. Robinson with Alabama State University ASPIRE Program regarding the ASPIRE Head Start Summer Camp **(On 3/19/18, the Commission appropriated \$8,000 from Joint Revenue to the ASPIRE Head Start Summer Camp)**
16. Copy of Letter from Lighthouse Counseling Center, Inc., requesting Funding for the Program **(On 11/5/18, the Commission approved a Budget Change Request in the Amount of \$60,000 for the Drug Treatment Program, on 1/8/18, Vice Chairman Walker appropriated \$750 for Standing Together Against Rape (S.T.A.R.) Program's Sexual Assault Volunteers/Advocates Training and on 11/6/17, the Commission approved a Budget Change Request in the Amount of \$60,000 for the Drug Treatment Program)**
17. Copy of Memo from Acting Juvenile Court Administrator Beverly Wise regarding a Grant Reduction to the Davis Program
18. Copy of Memo from Acting Juvenile Court Administrator Beverly Wise regarding a Proposed Agreement with QCHC, Inc., a/k/a Quality Correctional Health Care for the Provision of Health Services for the Montgomery County Youth Facility
19. Copy of Email regarding Project Agreement by and among the City of Montgomery, Montgomery County Commission and C. Hager and Sons Hinge Manufacturing Co, County Commission
20. Copy of Email from Chief of Staff David Brewer with the Secretary of State regarding a Supplemental Proclamation to the February 23, 2019 State of Emergency Proclamation issued by Governor Ivey
21. Copy of Email from Public Affair Specialist Edward Gregory Dawson with the U.S. Small Business Administration regarding Disaster Assistance
22. Copy of Email from Director Jaunita Owes with the City-County Public Library regarding the Alabama Library Association President's Reception and Awards to be held Thursday, April 4, 2019 from 6:30 p.m. – 8:30 p.m., at The Grand Hotel Resort in Point Clear, Alabama
23. Copy of Letter from President William Grant with Snowdoun Water System, Inc., **requesting Funding** for Upgrading Fire Hydrant Pipes in the Grant Road/Grant Spur Community
24. Copy of Letter from Board Chair Jenny Ives with Bridge Builders Alabama **requesting \$25,000 for the Program (On 3/19/18, the Commission appropriated \$10,000 from Joint Revenue for the Youth Leadership Program. On 10/3/16, Commission Williams appropriated \$500 for the Youth Leadership Program)**

25. Copy of Information regarding Y.E.S. Foundation (On February 19, 2019, Executive Director Cederick Williams with Y.E.S. (Youth Employment Services) Inc., briefed the Commission regarding the program and requested funding in the amount of \$30,000. The Commission requested more information.)
26. Copy of Appropriations for Agencies from Joint Revenue
27. Copy of Memorandum from the Ethics Commission regarding 2018 Statement of Economic Interests (SEI) Forms due April 30, 2019
28. Copy of Letter from the Alabama Historical Commission regarding the Addition of the Black Bricklayers Hall, 530 South Union Street to the Alabama Register of Landmarks and Heritage
29. Copy of Schedule of Upcoming Bids/Contract Renewals for 2019
30. Copy of Service of Process Fee (Sheriff Process Fee) Collection Report for March 2019
31. Copy of Population Report for February 2019 for the Mac Sim Butler Detention Facility

Previous Requests for Funding (No Attachments)

- On February 19, 2019, Ms. Kelli Nelson with MacMillan International Baccalaureate Academy PTA requested Funding for Playground Equipment
- On October 15, 2018, Bishop Robert L. Brown with Shepherd's Ministries, Inc., requested \$25,000 for the Effective Black Parenting Program

Previous Topics of Discussion (No Attachments)

- Memorandum of Understanding (MOU) with the City of Montgomery regarding Board Appointments to the Montgomery Airport Authority
- Legislation regarding the Montgomery Airport Authority

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
MARCH 11, 2019

- 8:45 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:50 a.m. Producer Stan Erdreich with River Bend Pictures – Presentation regarding the Filming of the Motion Picture "Son of the South"
- 9:00 a.m. Chief Information and Technology Officer Lou Ialacci – Presentation regarding Addendum to Master Agreement with ThinkGard regarding Backup and Disaster Recovery System Growth Requirement (**Future Agenda Item 2**) and Utility Easement Agreement between Verizon Wireless of the East LP d/b/a Verizon Wireless and the Montgomery County Public Building Authority (**General Information Item 14**)
- 9:05 a.m. County Engineer George Speake – Presentation regarding Hiring a County Traffic Control Technician I at Pay Grade S04, Step 04 (\$28,861) (**Personnel Action Item 13**)
- 9:10 a.m. Program Director Cynthia Handy and Office Manager Shelecia Robinson with Alabama State University ASPIRE Program – Presentation regarding the ASPIRE Head Start Summer Camp (**On 3/19/18, the Commission appropriated \$8,000 from Joint Revenue to the ASPIRE Head Start Summer Camp**) (**General Information Item 15**)
- 9:20 a.m. Executive Director Nathan Cook with Lighthouse Counseling Center, Inc. – Presentation requesting Funding for the Program (**On 11/5/18, the Commission approved a Budget Change Request in the Amount of \$60,000 for the Drug Treatment Program, on 1/8/18, Vice Chairman Walker appropriated \$750 for Standing Together Against Rape (S.T.A.R.) Program's Sexual Assault Volunteers/Advocates Training and on 11/6/17, the Commission approved a Budget Change Request in the Amount of \$60,000 for the Drug Treatment Program**) (**General Information Item 16**)
- 9:30 a.m. Formal Session
- 10:00 a.m. Architects Griffin Harris and Patrick Addison with PH&J Architects, Inc. – Jail Renovation Update
- 10:10 a.m. Architect Chris Murphy with Goodwyn, Mills and Cawood, Inc. – Construction Projects Update
- 10:20 a.m. Presiding Circuit Judge Johnny Hardwick and Acting Juvenile Court Administrator Beverly Wise – Presentation regarding the Davis Program (**General Information Item 17**), Proposed Agreement with QCHC, Inc., for the Provision of Health Services for the Montgomery County Youth Facility (**General Information Item 18**) and other matters

Information Session Schedule for
March 7, 2019 (Continued)

- 10:30 a.m. Director of Retention Jessica Horsley with the Montgomery Area Chamber of Commerce and Attorney Miland F. Simpler, III – Presentation regarding Project Agreement by and among the City of Montgomery, Montgomery County Commission and C. Hager and Sons Hinge Manufacturing Co. (**General Information Item 19**)
- 10:40 a.m. Manager of Public Affairs Hannah Hawk – Update regarding Public Affairs
- 10:45 a.m. Adjourn

Interoffice Memo

To: Donnie Mims

From: Lou Ialacci

Cc: Florence Cauthen, Tammy Nix, Rodney Smith

Date: March 1, 2019

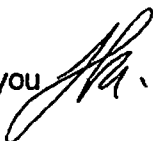
RE: Backup and Disaster Recovery System Growth Requirement

The County's new more secure backup and disaster recovery system that was implemented in October 2017 has performed very well. We are approximately halfway through our initial contract term with Think Gard. The increase in volume of systems and data being backed up has us very close to reaching maximum capacity on the current equipment.

- Attached is a proposal for an additional storage server, the cloud storage, and services to go with it. The cost of the server is in the IT budget.
- The monthly costs for their services will also increase. We have negotiated better pricing for their services for the fifth device, but it requires executing a new three year agreement. I can cover the increase for the balance of this fiscal year.
- The proposed Addendum to the master agreement is only to add the device and services for the new term. There are no changes to the master agreement approved by the Commission on October 6, 2017.
- This is for strategic security backup and disaster recovery services for the county's systems and data that was approved by the Examiners.

Please put this on the Work Session Agenda for March 11, 2019 for approval to go on the March 25, 2019 formal agenda.

Thank you



Quote

DataGard

Description	Recurring	Qty	Ext. Recurring
DataGard ICR - Enterprise DataGard - 24TB Monthly Services E24TB DataGard Monthly Protection and Replication	\$2,199.00	5	\$10,995.00

Services Included in Monthly Rate

- * This quote is to add an additional backup appliance and consolidate the current agreement (signed 10-6-2017) with the new term running 36 months from signing of this quote.
- * The terms and conditions of the original agreement (signed 10-6-2017) will remain in effect.
- * Infinite Cloud Based Retention (ICR)
- * Backups of multiple simultaneous servers to appliance at variable rates (1 hour - 24 hours)
- * Backup replication to two Remote Back-up sites and Storage Space at the Two Remote Sites
- * Daily On-Going technical resources to keep backups running / assist in recovery scenarios
- * On Call Troubleshooting Service
- * Technical Restore Process Documentation (Disaster Recovery)
- * Annual System Testing Local and Cloud
- * 30 days of off-site virtualization per year per server agent, after which a fee of \$200.00 per 24 hours will apply.

Monthly Subtotal: **\$10,995.00**

Backup Appliance

Description	Price	Qty	Ext. Price
S-3E24000 24TB Enterprise Appliance CPU: 2x Xeon RAM: 256GB Array: RAID 6 NICs: 2x10GbE (Copper) 1x10GB (Fiber) OS Drive: 120GB SSD Transfer Drive: 1x1TB Chassis: 2U	\$11,999.00	1	\$11,999.00

- The current 4 backup appliances will be reused as well.
- All new backup appliances include 5 year hardware warranty and insurance policy to replace appliance in the event of a total disaster.

Subtotal: **\$11,999.00**

Implementation

Description	Price	Qty	Ext. Price
Implementation Implementation Services - Enterprise Services - Enterprise Implementation Services	\$199.00	1	\$199.00

Implementation

- * Onsite Setup / Installation of backup appliance
- * Assistance in installing backup agents on each server
- * Initial disaster recovery testing to build technical DR Documentation

Subtotal: **\$199.00**

2-2

160 Yeager Parkway
Suite 200
Pelham, AL 35124
<http://www.thinkgard.com>



Datagard Infinite Cloud Retention

Prepared by:

ThinkGard LLC
Kevin Fuller
(205) 564-2734
kevin@thinkgard.com

Prepared for:

Montgomery County
P.O. Box 1667
Montgomery, AL 36102

Quote Information:

Quote #: KF000350
Version:
Delivery Date:
Expiration Date:

Quote Summary

Description	Amount
Backup Appliance	\$11,999.00
Implementation	\$199.00
Total:	
	\$12,198.00

Monthly Expenses Summary

Description	Amount
DataGard	\$10,995.00
Monthly Total:	
	\$10,995.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. See Terms and Conditions Section. (.pdf file attached to electronic orders)

ThinkGard LLC

Montgomery County

Signature: _____
Name: Kevin Fuller
Title: CTO
Date: 02/14/2019

Signature: _____
Name: _____
Date: _____

Request Number: 1

COUNTY COMMISSION APPROVAL:

	Administrator Date
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RESOLUTION

WHEREAS, the County Commission wishes to host a regular meeting in each commission district in 2019; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the April 8, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to Mt. Zion AME Zion Church which is located at 455 W. Jeff Davis Avenue, Montgomery, Alabama. The information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location and time, as stated above for the April 8, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, to Mt. Zion AME Zion Church.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 25th day of March 2019.

BY: _____
Chairman

ATTEST: _____
County Administrator



RESOLUTION

WHEREAS, the County Commission wishes to host a regular meeting in each commission district in 2019; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the June 3, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to Aldersgate United Methodist Church, which is located at 6610 Vaughn Road, Montgomery, Alabama. The information session will begin at 5:00 p.m., with the formal session at 6:30 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location and time, as stated above for the June 3, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, to Aldersgate United Methodist Church.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 25th day of March 2019.

BY: _____
Chairman

ATTEST: _____
County Administrator



RESOLUTION

WHEREAS, the County Commission wishes to host a regular meeting in each commission district in 2019; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the August 5, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to Southlawn Baptist Church, which is located at 5340 Mobile Highway, Montgomery, Alabama. The information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location and time, as stated above for the August 5, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, to Southlawn Baptist Church.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 25th day of March 2019.

BY: _____
Chairman

ATTEST: _____
County Administrator



RESOLUTION

WHEREAS, the County Commission wishes to host a regular meeting in each commission district in 2019; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the October 7, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to the Montgomery County Activity Center, which is located at 147 Old School House Road, Grady, Alabama 36036. The information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location and time, as stated above for the October 7, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, to the Montgomery County Activity Center.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 25th day of March 2019.

BY: _____
Chairman

ATTEST: _____
County Administrator

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager ^{ms}
DATE: February 21, 2019
RE: Contract No. 52110-18B-008
Law Enforcement Leather & Accessories

I request that the attached Amendment No. 1 to Gulf States Distributors, Inc. contract for leather and accessories be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning April 16, 2019 and ending on April 15, 2020.

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

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

Attachment

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

**Amendment
To
Contract # 52110-18B-008**

Amendment No. 1

Contract with Gulf States Distributors, Inc. for leather and accessories is hereby extended for one (1) year, beginning April 16, 2019 and ending April 15, 2020.

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

All other provisions of the contract remain the same.

WITNESS:

GULF STATES DISTRIBUTORS, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

March 7, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery County Community Punishment & Corrections Authority Board Appointment

The Montgomery County Commission, at its meeting on February 19, 2019, discussed an appointment to the Montgomery County Community Punishment & Corrections Authority. Commissioner Harris stated that he is still working for a replacement for Larry Spencer who is moving and could not serve another term.

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

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Community Punishment & Corrections Authority

Members:**Term Expires:**

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

12/1/2021

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

12/1/2019

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

12/1/2019

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

12/1/2021

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

12/1/2021

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

12/1/2021



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

12/1/2018

District Attorney Daryl Bailey
 Work: 832-2550

12/1/2022

Sheriff Derrick Cunningham
 Work: 832-2593

12/1/2022

Sheriff
 District Attorney
 All others

4 year term
 6 year term
 3 year term

Elton N. Dean, Sr.
CHAIRMAN

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Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

March 7, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims **DLM**
County Administrator

SUBJECT: Coosa-Alabama River Improvement Association, Inc., Membership Dues

Attached is a letter from the Coosa-Alabama River Improvement Association, Inc., requesting payment of our FY19 dues in the amount of \$4,000. These dues help pay for the promotion of their mission of improving and marketing the Alabama, Coosa, and Tallapoosa Rivers through education, promotion, and public advocacy.

For many years, the dues have been in the amount of \$3,650. I am requesting authorization to pay these dues.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE



*Coosa-Alabama River
Improvement
Association, Inc.*

Over 125 years of service to State and Nation

770 Washington Avenue, Suite 150
Montgomery, AL 36104
PO Box 388
Montgomery, AL 36101-0388
(334) 265-5744
Email: info@caria.org
Website: www.caria.org

February 19, 2019

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

MTGY CO. COMMI
FEB 22 '19 AM 8:42

OFFICERS

Allen Henry
Chairman
Spanish Fort, Alabama

Charles Stover
Secretary-Treasurer
Montgomery, Alabama

ADMINISTRATION

Blake Hale Hardwich
Executive Director

Dear Mr. Mims:

Thank you for your valued membership and support of the Coosa-Alabama River Improvement Association. Our mission is to support the continued maintenance and improvement of the Coosa-Alabama Waterway System for navigation, flood control, water supply, recreation, power and economic development.

During our Annual Meeting, the Board of Directors of the Coosa-Alabama River Improvement Association approved an increase in annual membership dues for FY 2019 (Oct 1, 2018 – Sep 30, 2019). With this change, Montgomery County Commission will have a slight dues increase for its membership. This is reflected in the enclosed invoice.

CARIA operates on membership dues, a state appropriation, and any revenue derived from annual meeting fees. The current state appropriation is 50% of that received four years ago. So membership dues are essential to the support and maintenance of the Association. We use these funds to promote our mission of improving and marketing the Alabama, Coosa, and Tallapoosa Rivers through education, promotion, and public advocacy.

Should you have any questions or concerns, please feel free to phone me at 334-265-5744. Your membership is important to us...and we hope CARIA is important to you.

Sincerely,

E. Blake Hale Hardwich

Blake Hale Hardwich
Executive Director
Coosa-Alabama River Improvement Association
www.caria.org
770 Washington Ave., Suite 150
Montgomery, Alabama 36104
PO Box 388
Montgomery, Alabama 36101-0388

Coosa-Alabama River Improvement
Association, Inc.
PO Box 338
Montgomery, AL 36101-0388

Annual Renewal Invoice

Date	Invoice #
9/12/2018	1037

Bill To
Montgomery County Commission Mr. Donald Mims, Administrator P.O. Box 1667 Montgomery, AL 36102-1667



Due on Receipt			
Item	Description		Amount
2019 Annual Dues	October 1, 2018- September 30, 2019		4,000.00
	Approximately 10% of Membership Dues are allocated to lobbying State and Federal governments.		
			Total \$4,000.00
Phone Number	E-mail	Web Site	THANK YOU
(334) 265-5744	info@caria.org	www.caria.org	

10-3

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

March 7, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Performance Evaluation of County Administrator

The County Commission has received from the Personnel Department the Performance Evaluation (Consolidated Report) based upon the individual performance evaluations prepared by Commissioners for my position as County Administrator for the review period September 15, 2017 – September 14, 2018.

I am requesting that the Commission approve this Performance Evaluation and the merit increase as per the attached form.

Should you have any questions, please contact me.

DLM/tn

Attachments

A COUNTY OLDER THAN THE STATE

Administrator, County Commission Performance Evaluation (Consolidated Report)

Name: Donnie Mims
Review Period: September 15, 2017 – September 14, 2018
Personnel Dept Staff Member: Kaila Matney
Date: September 20, 2018 – February 21, 2019
[NOTE: Only 4 of 5 Commissioners submitted performance evaluation forms. This consolidated report is reflective of the 4 submitted evaluations.]

Significant Accomplishments:

Identify significant accomplishments during this recent performance period:

See attachment – “Significant Activities and Accomplishments”

Legend: UNA = Unacceptable ACC = Acceptable EXC = Excellent OUT = Outstanding

Major Work Behaviors:	UNA	ACC	EXC	OUT
Serves as administrator to the County Commission in order to ensure that the Commission is informed of county business and to carry out the business of the Commission.			X	
Manages the budget for the County Commission to ensure appropriate expenditure of funds.			X	
Directs the county's financial, material and human resources for the County Commission.			X	
Manages various projects for the County Commission in areas such as economic development, land use, and property development.			X	
Assists the Commission in developing short and long range plans for overall direction of the county.			X	
Supervises personnel to include defining job duties, setting performance standards, evaluating performance, and recommending hiring, promotions, and disciplinary actions to the Commission.		X		
Receives and handles complaints or requests from the public and establishes and maintains an effective working relationship with citizens, elected officials, divisions and department heads, and the media.			X	
Coordinates legal matters of the Commission.			X	

Goals for next performance period:

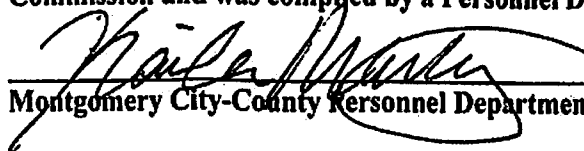
Development of staff to allow more trust in assigning tasks that need to be completed in a timely manner.
See attachment – A Vision for the County Commission

**Administrator, County Commission
Performance Evaluation
(Consolidated Report)**

Development Needs:

Motivate staff to perform duties as directed while maintaining a positive environment in the office.
Work to ensure compliance with the Minority Business Initiative Consultant (i.e – regular reports of their activities and progress toward our stated goals.)

This report has been compiled from individual evaluations of the Montgomery County Commission and was compiled by a Personnel Department staff member.



Montgomery City-County Personnel Department Representative

2/21/2019
Date

This evaluation has been reviewed and approved by:

Chairman, Montgomery County Commission
(with concurrence of the MCC members)

Date

This evaluation has been reviewed and approved by:

Administrator, Montgomery County Commission:

Date

**Significant Activities and Accomplishments
of the Organization**

Donald L. Mims, County Administrator

September 15, 2017 – September 14, 2018

1. Secured Grants

Grants received for the 2017/2018 year: Alabama Power Good Roots Grant for Trees for Snowdown Park - \$1,000; Weatherization Grant Total Units 33 - \$292,176.

Grants pending: Eastwood Villa Housing Rehabilitation Community Block Grant - \$350,000; Mid-South RC&D Grant for Bleachers at Grady Recreational Facility- \$9,126.

2. Parks and Recreation

Parks and Recreation Director James Williams, with the able assistance of Recreation Leader Tucker Rainey, conducted another successful summer program for nearly 300 children at five sites. Activities included kayaking, fishing and archery at Gateway and swimming at the Kershaw YMCA and the City's Sheridan Heights pool. Montgomery County Extension taught "Kid's Catch," a program about food, nutrition, diet and exercise. The Montgomery Education Foundation brought Reading on Wheels and Science, Technology, Engineering and Math (STEM) activities to four sites this summer.

Parks and Recreation Department is in the process of consolidating all of its equipment in one secure location at the Fleet Maintenance Shop. The site will allow the staff to organize and secure all the materials used throughout the year for programs for youth and seniors, as well as provide delivery and storage space for equipment and materials for the many County parks. Coordinated with General Services to transfer groundskeepers and grounds equipment to Parks and Recreation Department. This is a tremendous advancement for the Parks and Recreation Department.

3. Risk Management

Some Risk Management initiatives over the last year included: continuing an option to receive a discount on monthly contributions if a health risk assessment is obtained. We have continued wellness options including at-work weight watcher classes and discounted YMCA memberships. Our employees continue to receive information on topics such as allergies and diabetes through wellness seminars administered by CareHere. The Americans with Disabilities Act (ADA) transition plan was developed and approved by the Commission to address deficiencies related to accessibility of our rights of way and parks with the coordination of an external planning organization, a consultant and engineers. We have also supervised and administered safety and awareness training which has contributed to reduce accidents and motor vehicle claims.

4. Finance and Budget

Audit: The Examiners of Public Accounts issued an unmodified opinion (Good Audit) on the September 30, 2016 financial statements.

Budget: The Finance Director Managed the 2018 budget process. Furnished departments with the funding levels for the budget and insured that submitted budgets were within the guidelines. Prepared and submitted a preliminary budget to the Commission for discussion and further review with departments at budget hearings.

Software: The Finance Director serves as the software administrator for security rights under the system. Currently reviewing security upgrades to the system and reviewing a new product for producing the GASB financial reports.

Payroll: The Finance Director with the Payroll and Benefits Manager made system changes for compliance with the RSA Modernization Project for reporting employee enrollment and contributions.

Other: Hired a Deputy Finance Director. Managed and implemented the BBVA merchant card program. The County maintained a bond rating of S&P AA and MOODY'S Aa1.

5. Purchasing

Improved vendor information for bid request. Moved the purchasing department to adequate space in Annex III and reviewed storage needs for maintaining purchasing information

6. Tax and Audit

Implemented new "live" update release of TaxMaster4 (RSI) Tax Auditing Software in February 2018. Amended Montgomery County Taxpayers Bill of Rights to ensure compliance with legislation effected and tax laws and rules changes in FY 2017 and FY 2018 to date including ADOR Rules.

7. County Administration

Coordinated review and development of plans for repair and renovation of County properties in anticipation of bond issue to fund projects. Streamlined preparation of Briefing Memo, Agenda, and Minutes by placing all budgeted Position Fill Requests directly on Agenda (which also streamlines hiring process) and removed Agenda memoranda from body of minutes and included as numbered attachments. In addition, effective January 1, 2018, minutes with attachments are posted on the County website following each meeting. Worked with County Archivist Dallas Hanbury to review records retention schedules and begin process of disposal of non-permanent records according to law, as well as to develop an improved storage system to facilitate ongoing disposal of records. Worked with Acting Juvenile Court Administrator Beverly Wise to engage a consultant to review operations and staffing needs at the Montgomery Youth Facility. Worked with Purchasing Manager Myrtle Singleton to standardize bid preparation with "boiler plate" language to comply with all legal requirements and simplify inclusion of specifications.

8. General Services

On August 1, 2018, General Services Director Lamar Allen completed his second year of employment with Montgomery County Commission. Mr. Allen has proven to be a very valuable employee in that he is an excellent manager of personnel, maintenance, new construction and construction renovation projects. He managed the following projects: renovation of Annex I first floor and dispatch; repair of the retaining wall at Annex II; and construction of the fleet maintenance shop. Responsible for removal of more than 200 tons of trash and debris from the South Montgomery County property, coordinating with Parks and Recreation Director James Williams on restoration of the properties. Oversaw replacement of the compactor and dumpster at Jail and replacement of carpet at Community Corrections, two projects that had floundered for several years. Acquired new fleet of service vehicles, including a van for the painters. Directed resealing and restriping of six County parking lots and relocation of handicap parking at West Satellite Office. Worked with GMC to produce prototype shower replacement to cure water issues in Jail 2 and to produce bid documents for replacement of 70 showers in Jail 2. Worked with architects to develop schematic drawings to address critical maintenance needs and proposed renovations. Hosted inaugural Support Services staff training and luncheon at the Fleet Maintenance Shop. I commend him for all the steps he has taken over the past year to boost morale of the staff and improve relations with department heads and elected officials.

9. Public Affairs

Public Affairs Manager Hannah Hawk joined the staff in September 2017, bringing an abundance of enthusiasm and fresh ideas to the Commission. She researched many website design companies and recommended contracting with Visions, a company dedicated to design and maintenance of government websites. Through the design process, she has involved Commissioners and representatives of various departments to ensure that the website meets the needs of the County and will best serve the County's residents and visitors. The County's presence on social media has increased significantly, with an increase of more than 500 followers on Facebook. Montgomery County has a dedicated monthly segment on WSFA, "Montgomery County Mondays." "On the Road" Commission meetings continue to be well attended due, in part, to the efforts of Public Affairs. In addition, a branding effort is underway to develop the framework for future advertisements and promotional efforts.

**A Vision for the County Commission
Presented By
Donald L. Mims, County Administrator
September 2018-2019**

1. Parks and Recreation

Review 2011 Parks and Recreation Plan and develop a new Plan with professional assistance. Develop and implement immediate and long-term goals and strategies for the Grady Recreational Facility. Develop collaborative effort with MPS for Arboretum. Develop more structured curriculum for summer programs with attention to specific age groups. Expand events, such as basic health screening and fairs, for seniors focusing on fitness and health.

2. Risk Management

Fill the vacant Risk Manager position. Work with the City of Montgomery and the Montgomery Water Works and Sanitary Sewer Board in funding and planning a new CareHere clinic on the County campus. Continue to promote wellness programs to produce a healthier workforce and increased savings to the Healthcare Fund.

3. Public Affairs

Launch new website in 2019. Increase social media presence. Engage County employees in all County events and activities. Broadcast live Commission meetings on Facebook and YouTube. Promote "Montgomery County Mondays" on WSFA.

4. Finance and Budget

Purchase and implement the new Tyler Tech CAFR builder software needed to prepare the annual GASB financial statement. Complete the migration to remote deposit for County deposits. Do Arbitrage reviews on County debt issues as required. Revise the County policy on the use of Employer Provided Vehicles.

5. Purchasing

Work with Information Systems in developing software to allow vendors to register online and respond to quotes.

6. Sales Tax & Audit

Continue to work on "live" SRT system programming changes required to implement the new "SD" local sales tax type that goes into effect on October 1, 2018 for "direct pay permit" sales and use taxpayers filing and remitting via the ADOR "One Spot" online system. Continue to work on simplifying tax reports including implementing tax trend charts. Continue to focus on streamlining audit, assessment, taxpayer notifications and other administrative processes using latest technology available with less reliance on traditional paper method whenever possible. Continue to work with software vendor Nitorco Inc., our Information Systems Staff and City of Montgomery Finance and Revenue Staff in further development and implementation of Sales Tax (SRT) Software Joint RFP Program Project. Continue efforts to increase the overall number of taxpayer

audits conducted and taxpayer site visits in the year ahead by internal staff and by external audit service and collection contract firms to increase taxpayer compliance. Continue coordination efforts with the ADOR and with the City of Montgomery in accordance with existing reciprocal exchange of information sharing agreements specific to taxpayer audits and taxpayer reporting.

7. Administration

Develop a contract template for public works projects less than \$50,000 and biddable goods and services to ensure absolute compliance with Alabama's bid laws and public works laws, with the assistance of a Public Works and Bid Law specialist. Propose the addition of a compliance officer to the County Commission staff to manage and coordinate bid documents and contracts, miscellaneous appropriations, ethics compliance, and governmental affairs.

8. General Services

Develop a master plan for maintenance of all County properties. Oversee and coordinate upcoming building projects with an emphasis on good communication with departments impacted by ongoing construction. Clarify structure, duties and chain of command for all Support Services employees and consider reorganization to improve accountability for maintenance of all County properties. Implement new work order and property management system and educate department heads on proper procedures to request work orders and to report housekeeping and other custodial issues. Implement transfer of Groundskeepers to Parks and Recreation and storage of all grounds equipment at Fleet Maintenance Shop, with approval of County Administrator.

Director of Risk Management

FLSA: Exempt
Pay Grade: A13

CO0109
2/27/19

Nature of Work: The fundamental reason this position exists is to direct and oversee all aspects of county risk management programs in an effort to minimize cost and liability to the county. The Director of Risk Management is the liaison for the County to other governmental or quasi-governmental entities, outside government agencies, vendors, and the community in risk management matters. The work responsibilities for the position include directing and managing risk management programs including loss prevention, insurance administration and risk assessments; managing employee benefits programs to include employee assistance, health and life insurance, and retirement; oversight of on-site clinics and wellness programs, conducting employee orientation; ensuring compliance of programs; developing and implementing risk management policies/procedures/strategies; analyzing a variety of information; managing and administering safety and training programs; managing the acquisition of services/benefits; managing relationships; and providing risk management guidance and support. The Director of Risk Management is supervised and evaluated by the County Administrator.

WORK RESPONSIBILITIES:

WR1. Directs and oversees all risk management/loss prevention policies, procedures and strategies pursuant to applicable regulations and best practices including identifying risk exposures, uncovered potential losses, safety, accident claims, liability, and/or buildings/property issues in order to minimize costs, liability and risk to the County.

WR2. Directs and oversees all employee benefits, services and self-insurance including all life and health insurance benefits, retirement, unemployment compensation, vehicle insurance, employee orientation, workers' compensation, and/or supplemental benefits.

WR3. Manages employee programs including employee wellness, Employee Assistance Programs (EAP), supplemental insurance, on-site clinics, and/or drug testing to include researching benefits programs and making recommendations for better services.

WR4. Develops, administers and manages county safety and training programs to include assessing training needs, developing and implementing training, conducting safety inspections, documenting safety incidents and issues, evaluating incident/injury reports or sites, and providing recommendations for corrective action following rules and regulations, testing regulations, local laws and contract and/or grant requirements in order to maintain a safe workplace and prevent losses.

WR5. Provides guidance and advice concerning loss potentials for new and proposed County projects and programs.

WR6. Coordinates risk management projects, ideas, purchases, etc. between the County, City of Montgomery, and Montgomery Water Works and Sanitary Sewer.

WR7. Manages the acquisition of risk management services/benefits to include negotiating with vendors, recommending purchases, and managing the administration of contracts in order to minimize cost exposure and liability.

WR8. Reviews and/or negotiates bills and settlements with insurance or health providers, evaluates legal responsibilities and liabilities and reviews all bills from County Attorneys in order to code the payments to the appropriate department or cost center and determines appropriate actions.

WR9. Ensures the County is in compliance with its internal operating policies and procedures, state bid laws relative to procurement of insurance and services utilizing request for proposals (RFPs), and any external legal, regulatory, or contractual requirements.

WR10. Analyzes data, trends, reports, financials, costs, alternative methods for risk management, hazards, etc. in order to perform risk assessments, develop budgets relative to risk management programs, and detect trends, problems, areas for cost savings, and possible alternatives and make sound decisions.

WR11. Supervises county employees to include evaluating work performance, providing guidance and monitoring subordinates performance standards in a fair and impartial manner in order to provide assistance, discipline, motivation, or counsel, ensure work is being performed correctly and in a timely manner, and ensure the goals and objectives are carried out according to organization standards and procedures.

WR12. Performs department specific administrative duties to include budget development and monitoring, assisting supervisor with financial planning of short and long term goals, working with consultants, managing relationships with third party providers to include brokers, insurers, and administrators in order to contribute to and meet department objectives.

KNOWLEDGE, SKILLS AND ABILITIES: Knowledge of risk management principles and practices to include standards and guidelines, hazard risk, risk identification, risk analysis, risk treatment, and the analysis of risk related to specialized areas such as operational, financial, strategic, and capital investment.

Knowledge of the assessment and treatment of risk related to physical property, intellectual property and reputation, legal and regulatory, management liability, human resource, environmental, crime and cyber, and fleet.

Knowledge of risk financing techniques to include estimating hazard risk, transferring risk through insurance, self-insurance plans, reinsurance, captive insurance, contractual risk transfer, and allocating costs.

Knowledge of public entity risk management to include administration, exposure identification and analysis, liability exposure, risk control, and claim and litigation management.

Knowledge of federal and state laws related to risk management such as workers' compensation laws, safety laws, HIPPA, and ADA.

Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.

Knowledge of retirement, health, leave, deferred compensation, workers' compensation and other employee benefit plans or programs.

Knowledge of various computer applications including word processing and spreadsheets as needed to prepare documents and develop statistical information.

Knowledge of state bid laws relative to procurement of insurance and services utilizing request for proposals (RFPs).

Knowledge of budgeting methods and techniques as needed to project and estimate costs, prepare justifications or make recommendations regarding budgets.

Ability to maintain cooperative relationships as needed to coordinate risk management negotiations, programs, projects, etc.

Ability to exhibit interpersonal sensitivity to include patience, tact, establishing rapport, and determining and utilizing the proper attitude for the situation as needed to show empathy or sympathy, recognize the implications of actions or statements on others, and interact effectively with the individuals and the public.

Ability to communicate ideas in writing to include organizing thoughts in a logical manner, clarity, conciseness, adapting style to the writer, and using proper spelling, punctuation, and grammar as needed to compose narrative summaries, reports, and correspondence and to review and edit the work of others.

Ability to talk to others one-on-one and in groups to include asking the questions needed to get specific information, understanding and relating to people from different backgrounds, using tact, and listening as needed to convey and obtain information effectively.

Ability to communicate information and ideas in speaking so others will understand to include adjusting communications to the audience, accuracy, clarity and conciseness as needed to assign tasks, train staff, communicate with vendors, and gather and provide information.

Ability to develop and accomplish goals and objectives as needed to accomplish work assignments.

Ability to develop policies and procedures relative to risk management.

Ability to solve problems to include identifying possible solutions, analyzing strengths and weaknesses of possible solutions, evaluating the impact of the solutions, and making concrete recommendations and suggestions.

Ability to consider the relative costs and benefits of potential actions to choose the most appropriate one as needed to analyze facts in crises, and make decisions.

Ability to plan and organize to include setting priorities, developing a strategy, following a plan, and accomplishing goals as needed to handle several situations, problems and responsibilities, organize people, equipment and supplies, and manage the time of self and others.

Ability to read and understand information and ideas presented in writing as needed to follow written instructions, interpret various documents and laws, acquire knowledge, and extract and summarize information.

Ability to conduct research as needed to gather information for risk management projects and develop interpretations of laws and administrative procedures.

Ability to supervise the work of subordinates to include evaluating work performance, providing guidance and monitoring subordinates performance standards in a fair and impartial manner as needed to provide assistance, discipline, motivate, or counsel and to ensure work is being performed correctly and in a timely manner.

Ability to exercise initiative, discretion, and judgment in making decisions on behalf of the city and county.

Ability to combine pieces of information to form general rules or conclusions as needed to interpret the value of information and recognize relationships between facts and situations.

Ability to provide leadership to include motivation, development, and the provision of direction to individuals as needed to administer risk management programs.

Ability to manage projects and programs to include developing, monitoring, evaluating, and making adjustments as needed.

Ability to use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.

MINIMUM QUALIFICATIONS: Bachelor's degree in business or public administration or a closely related field such as accounting, finance, risk management, human resource management, or insurance and 8 years of increasingly responsible management experience in all aspects of risk management including safety and loss prevention, insurance administration, property/casualty claims and risk assessments.

APPROVALS:	
Supervisor	Date
Division Head	Date
Department Head	Date
Appointing Authority	Date

ELTON N DEAN, SR.
Chairman
Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.

Isaiah Sankey

Doug Singleton



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

WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

February 28, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
2/28/2019

SUBJECT: Salary Request for County Traffic Control Technician I

We have selected Mr. Larry Huffman to fill our currently vacant County Traffic Control Technician I position. Mr. Huffman is currently employed with our department as a County Road Equipment Operator I, Pay Grade S04-04 (\$28,861 per year). We respectfully request the County Commission's approval to place Mr. Huffman in the County Traffic Control Technician I position at his present salary, Pay Grade S04-Step 04 (\$28,861 per year). There is no additional costs to the County associated with this request.

This approval action is necessary because these two positions are the same pay grade, and, according to City County Personnel, this is not a transfer because it is not the same job. To consider an exception, the minimum qualifications would have to be very similar.

GCS/gcs

File

Interoffice Memo

To: Donnie Mims

From: Lou Ialacci

Cc: Florence Cauthen, Tammy Nix

Date: March 1, 2019

RE: Verizon Inbuilding Upgrade Added Documents

Attached are documents regarding Verizon Wireless' project for the "Inbuilding Upgrade" to their original "Inbuilding Radio Distribution Agreement" (IBRA) approved by the County Commission back on October 22, 2012.

1. In their October 31, 2018 meeting the Commission Approved the new "Right of Entry Agreement" for upgrading the inbuilding amplification system.
2. In January of this year Verizon notified the Commission that additional information would be sent for the Commission or the appropriate authority to approve in order to complete the upgrade.
3. The documents were emailed to the County February 12, 2019 and are part of the attachments.

I recommend the documents be sent to the County Attorney for review. The work that Verizon is going to provide should be at no cost to the county and it will provide stronger signals in both Annex I and Annex III. This upgraded service will be a benefit for law enforcement, the citizens of the county, and employees when utilizing these buildings.

Please put this on the Work Session Agenda for March 11, 2019.

Thank you



After Recording, Return To:

Troutman Sanders LLP
600 Peachtree Street NE, Suite 3000
Atlanta, GA 30308
Attn: Caleb Bowman, Esq.

Cross Reference: Deed Book: 4755
Page: 830

STATE OF ALABAMA
COUNTY OF MONTGOMERY

UTILITY EASEMENT AGREEMENT

This UTILITY EASEMENT AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 20__, by and between the Montgomery County Public Building Authority ("Grantor") with its principal place of business at 100 South Lawrence Street, Montgomery, Alabama, 36104 and Verizon Wireless of the East, LP d/b/a Verizon Wireless ("Grantee") with its principal place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (Grantor and Grantee are each a "Party" and collectively, "the Parties").

WITNESSETH

WHEREAS, Grantor is the owner of certain real property located at 100 South Lawrence Street, Montgomery Alabama 36104 described in Deed Book 4755, Page 830 as recorded in the Office of the Probate Judge of Montgomery County, Alabama land records, and also described on Exhibit "A" attached hereto and by this reference made a part hereof (collectively, the "Property"); and

WHEREAS, Grantor granted to Grantee a license to locate certain telecommunications equipment on the Property; and

WHEREAS, Grantor desires to convey to Grantee a permanent, nonexclusive easement for the purposes of installing fiber, utilities and accessing the Property.

NOW, THEREFORE, in consideration of the Property, the mutual promises and benefits hereinafter set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **FIBER EASEMENT**. Grantor hereby grants and conveys to Grantee, its successors and assigns, for the benefit of and as an appurtenance to the Property, a non-exclusive easement (the "Fiber Easement") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a five (5') foot wide easement extending from the nearest public right-of-way, Washington Avenue, to a building located on the Property, and for the purpose of the installation and maintenance of fiber optic cables, utility wires, poles, cables, conduits, and pipes over, under, or along the Property to said building as described on **Exhibit "B"** and depicted on **Exhibit "B-1"**. Grantee, its agents, independent contractors, subtenants, licensees, tenants and invitees shall have the use of the Easement as described herein, seven (7) days a week, twenty-four (24) hours a day. The Easement shall be perpetual and shall not expire except upon the recording of a termination and release executed and delivered by Grantee. The Easement described herein shall run with the land.

2. **REPAIRS**. In addition to the rights granted hereunder, Grantee hereby agrees to, and shall be required to restore, at its expense, any physical damage to the Property, or any improvements thereon, to substantially the same condition as existed prior to Grantee's activities, normal wear and tear excluded.

3. **NOTICES**. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

GRANTOR: The Montgomery County Public Building
 Authority
 100 South Lawrence Street
 Montgomery, Alabama 36104

GRANTEE: Verizon Wireless of the East LP
 d/b/a Verizon Wireless
 180 Washington Valley Road
 Bedminster, New Jersey 07921
 Attn: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

4. **AUTHORITY**. Grantor covenants that Grantor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. Grantor further covenants that there are no other liens, judgments or impediments of title on the Easement area or affecting Grantor's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Easement by the Grantee as set forth above.

5. **ASSIGNMENT; SUCCESSORS**. This Agreement may be sold, assigned or transferred by Grantee without any approval or consent of Grantor to Grantee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Grantee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the prior written consent of Grantor, which such consent will not be

unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Grantee or transfer upon partnership or corporate dissolution of Grantee shall constitute an assignment hereunder. This terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

6. **MISCELLANEOUS.** It is agreed and understood that this Agreement contains all agreements, promises and understandings between the Grantor and Grantee and that no verbal or oral agreements, promises or understandings shall be binding upon either the Grantor or Grantee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Alabama. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereof. This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument, and the signature of any Party to any counterpart of this Agreement may be appended to any other counterpart hereof.

[Signatures Commence on Following Page]

IN WITNESS WHEREOF, Grantor and Grantee have duly executed, sealed and delivered this Agreement as of the day and date written above.

STATE OF _____ COUNTY OF _____ I, the undersigned Notary Public, hereby certify that _____, whose name, as _____ of _____, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such _____, and with full authority, executed the same for and as the act of said limited partnership. Given under my hand and official seal this _____ day of _____, 20__. _____ Notary Public My Commission Expires: _____ [NOTARY SEAL]	GRANTOR: MONTGOMERY COUNTY PUBLIC BUILDING AUTHORITY By: _____ Print _____ Title: _____
STATE OF _____ COUNTY OF _____ I, the undersigned Notary Public, hereby certify that _____, whose name, as _____ of _____, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such _____, and with full authority, executed the same for and as the act of said partnership. Given under my hand and official seal this _____ day of _____, 20__. _____ Notary Public My Commission Expires: _____ [NOTARY SEAL]	LESSEE: VERIZON WIRELESS OF THE EAST LP d/b/a Verizon Wireless By: Cellco Partnership, Its General Partner By: _____ (SEAL) Name: _____ Title: _____

EXHIBIT "A"

Legal Description of the Property

A parcel of land lying and being situate in Section 7, Township 16 North, Range 18 East, Montgomery County, Alabama, in the City of Montgomery known as "New Philadelphia" as recorded in Garrett Plat Book 0, page 196, being more particularly described as follows: Lots 9, 10, 11, 12, 13 and 14 located on the South side of Washington Avenue; Lots 9 and 10 located on West side of South Lawrence Street; Lots 9 and 10 located on the East side of South Perry Street; Lots 9, 10, 11, 12, 13 and 14 located on the North side of Adams Avenue.

The above being assessed for ad valorem tax purposes under Parcel I.D. No. 10-03-07-3-303-063.000

EXHIBIT "B"

Legal Description of Fiber Easement

SURVEYOR'S NOTES

1. This is an Easement Survey, made on the ground under the supervision of an Alabama Registered Land Surveyor, Date of field survey is September 6, 2018.
2. The following surveying instruments were used at time of field visit: Nikon NPL-352, Total Station, Reflectorless and Hiper + Legacy E RTK, GD 1HZ.
3. No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
4. This survey was conducted for the purpose of an Easement Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
5. Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
6. This Survey was conducted without the benefit of an Abstract Title search.
7. Surveyor hereby states the Geodetic Coordinates and the elevation shown for the proposed centerline of the tower are accurate to within +/- 20 feet horizontally and to within +/- 3 feet vertically (FAA Accuracy Code 1A).
8. This Survey was conducted with the benefit of an Abstract Research.
9. Survey shown hereon conforms to the Minimum Requirements as set forth by the State Board for a Class "A" Survey.
10. Field data upon which this map or plot is based has a closure precision of not less than one-foot in 15,000 feet (1:15,000) and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted.
11. This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapper.
12. This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.

PLOTTABLE EXCEPTIONS
Fidelity National Title Insurance Company
Certificate No. 2971
Date November 13, 2017 @ 8:00 am
Schedule B

Exception No.	Instrument	Comment
1	Book 4755 Pages 830-833	Does affect the easement, is blanket in nature and is not shown hereon.
2	Book 4755 Pages 834-848	Does affect the easement, is blanket in nature and is not shown hereon.
3	Book 4755 Pages 849-871	Does affect the easement, is blanket in nature and is not shown hereon.

5' UTILITY/FIBER EASEMENT (AS-SURVEYED)

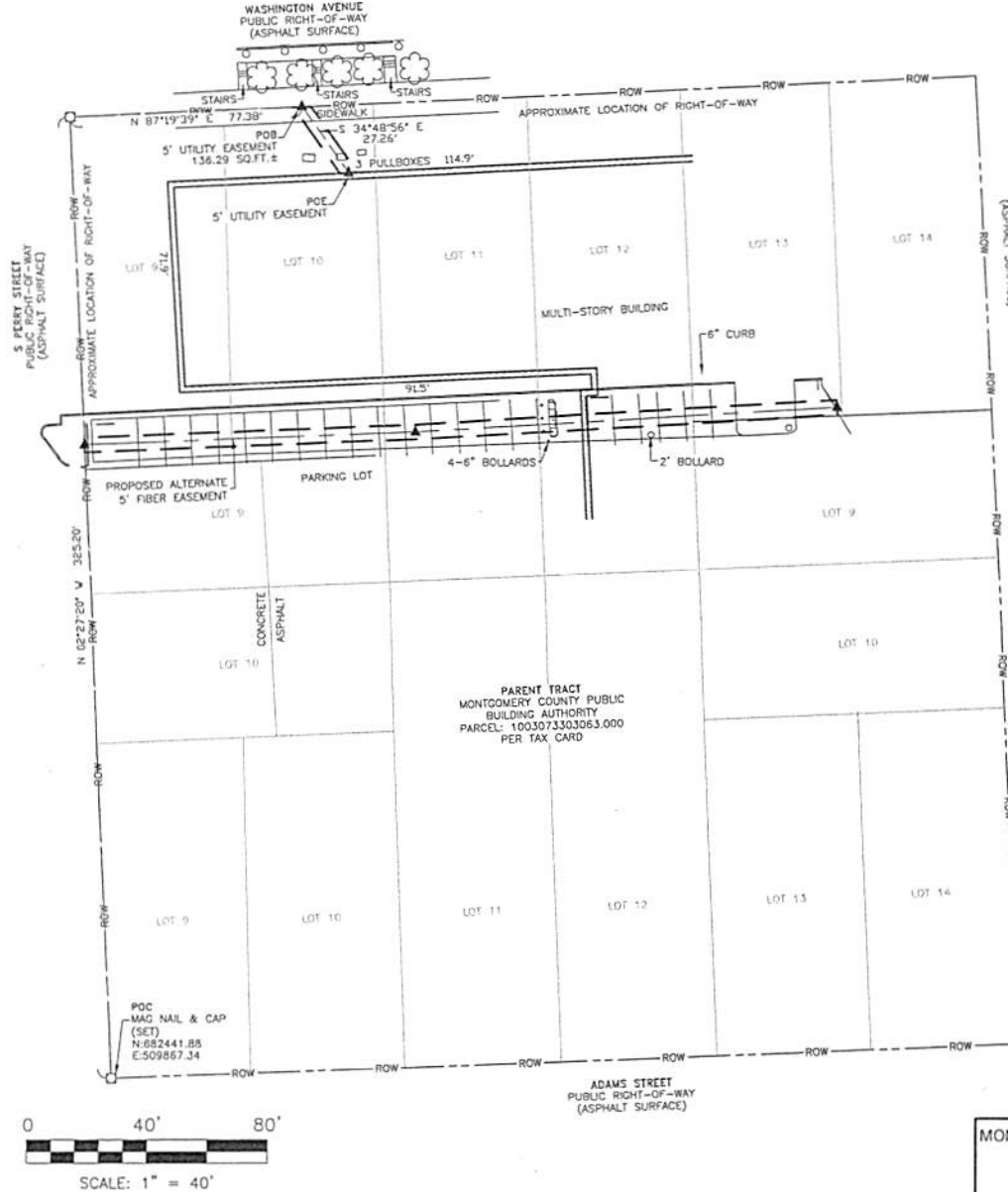
An easement being a portion of the Montgomery County Public Building Authority tract, Parcel 1003073303063.000 as filed with the Revenue Commissioner Montgomery County, Alabama, being in the Southwest quarter of Section 7, Township 16 North, Range 18 East, Montgomery County, Alabama and being more particularly described as follows:
Commence at a mag nail and cap set in the Easterly right-of-way of S Perry Street and the Northerly right-of-way of Adams Street, being the Southwest corner of said County Public Building Authority tract; thence run along the Easterly right-of-way said S Perry Street N 02°27'20" W for a distance of 325.20 feet to a mag nail and cap set in the Easterly right-of-way of said S Perry Street and the South right-of-way of Washington Avenue, being the Northwest corner of said tract; thence run along the South right-of-way of said Washington Avenue N 87°19'39" E for a distance of 77.38 feet to the Point of Beginning of an easement being 5 feet in width and lying 2.5 feet each side of the following centerline; thence leaving said right-of-way run S 34°48'56" E for a distance of 27.26 feet to the Point of Ending. Said easement contains 136.29 square feet, more or less.

SURVEYOR'S CERTIFICATION

I certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

PRELIMINARY UNTIL FINALIZED WITH SIGNATURE AND SEAL

William H. Sommerville, III
Alabama License No. 19753



TOWER INFO		DATE	10/16/18
SITE ADDRESS: 100 S LAWRENCE STREET MONTGOMERY, ALABAMA 36104-0000		REVISION	
SEC. 7, T-16-N, R-18-E		LEGAL DESCRIPTION	
VICINITY MAP		NO.	1
		PROJECT NO.	17-2587
NOT TO SCALE		DRAWN BY: KM	
ALABAMA EAST		APPROVED BY: NWS	
GRID TO TRUE NORTH CONVERGENCE 0°16'		DATE: 09/17/18	
TRUE NORTH TO MAGNETIC DECLINATION 3° 43' W		SCALE: 1" = 40'	
COMBINED SCALE FACTOR 0.999984485		SHEET 1 OF 1	
LEGEND		EASEMENT SURVEY	
▲ = CALCULATED POINT ☼ = TREE CLUSTER ⊗ = PARKING METER ○ = BOLLARD ⋈ = AUTOMATIC TELLER MACHINE □ = 4" X 4" POST □ = SET MAG NAIL AND CAP POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT POE = POINT OF ENDING		FOR SAW Engineering Group, Inc. 158 Business Center Drive Birmingham, Alabama 35244 Ph: 205-222-6885 www.saweng.com	
FLOOD NOTE		verizon	
By graphic plotting only, the subject property appears to lie in Zone "X" of the Flood Insurance Rate Map Community Panel No. 01101C0093J, which bears an effective date of January 7, 2015 and is NOT in a special flood hazard area. Zone "X": Areas determined to be outside the 0.2% annual chance floodplain.		verizon	
MONTGOMERY COUNTY COMMISSION 260325 SW 1/4, SEC. 7, T-16-N, R-18-E MONTGOMERY COUNTY, ALABAMA		SAW ENGINEERING GROUP, INC.	

8-h1

Tammy Nix

From: Shelecia Robinson <sparker@alasu.edu>
Sent: Wednesday, February 13, 2019 9:51 AM
To: Donald Mims
Subject: ASU ASPIRE Summer Camp

Good morning Mr. Mims,

My name is Shelecia Robinson and I am with the Alabama State University ASPIRE Program. We are an after school enrichment program located on the campus of ASU. We also host a summer camp during the months of June and July.

Last year in March, we were invited to the county commissioners meeting at Faulkner University.

We are very interested in attending again this year. Mr. Dan Harris sponsored us last year.

If you have any questions or concerns, please do not hesitate to contact me at the number below.

Have a great day!

Mrs. Shelecia P. Robinson

ASPIRE Program

Office Manager

sparker@alasu.edu

334-229-6798

334-229-6796

<https://asuaspire.com/>

ASU ASPIRE

AMAZING STUDENTS PUTTING IN RESILIENT EFFORT

PROGRAM DESCRIPTION

ASPIRE is an after school enrichment program located on the campus of Alabama State University. ASPIRE partners with Montgomery Public Schools to encourage students to stay in school and foster college-preparatory academic success. ASPIRE's mission is to help reduce the dropout rate in the community and promote positive social development in our students.

EXPANDED LEARNING OPPORTUNITIES

HEAD START SUMMER CAMP

ASPIRE also offers a 5 week day camp to students in grades 6-12. This camp gives students a head start for the upcoming school year. The camp assists students in math, science and language arts. The camp also focuses on field trips, community service, team building and social skills. The cost of camp is \$225. This cost includes daily lunch and supplies for student activities. This fee does not include field trips. The costs for field trips are listed below.

TAKE A CLOSER LOOK

FIELD TRIP COSTS ARE FOR 100 STUDENTS & STAFF
(85 STUDENTS, 15 STAFF)

Date	Location	Admission	Total
Thursday June 20, 2019	Atlanta, GA World of Coca-Cola	\$16 pp + TAX	\$1,829.52
Thursday July 11, 2019	Montgomery, AL Rosa Parks Museum + EJI Memorial	\$7.50 pp (Rosa Parks Museum) \$5 pp (EJI Memorial)	\$1,250.00
Thursday July 18, 2019	Gulf Shores, AL Waterville USA	\$40 pp Food \$10 pp	\$5,000.00

Nathan Cook
Executive Director



*Celebrating over 40 years
of service to the community*

Dear Members of the County Commission,

Lighthouse Counseling Center has been a non-profit agency in the Montgomery Alabama region for over 49 years. It has been a gap agency providing a myriad of services, such as housing for the homeless, intensive outpatient treatment for substance abuse, treatment of mental illness, services to clients with HIV, and our STAR Program's sexual assault and rape crisis program which covers a 9 county region. In January of this year, we implemented the first Mobile Sexual Assault Program in the state. One mobile unit is in Georgiana, AL and a second mobile unit is staged in Selma, AL. Placement of the mobile units has reduced the distance that victims must travel to obtain a sexual assault examination and to receive rape crisis counseling and advocacy services. Lighthouse is a reimbursement agency, in that we provide services, submit documentation, and then get reimbursed.

The Board recruited and hired a new Executive Director to lead the organization in December 2016. Upon arriving, he immediately discovered that due to insufficient internal controls, the organization was experiencing financial difficulties of which the Board of Directors were unaware. Consequent to such matter, the agency was required to expend over \$100,000 of its administrative budget on clinical expenses.

For over ten years, Lighthouse operated a HUD Housing program that housed 61 homeless families that offered wraparound services to our Substance Abuse and HIV clients. A HUD audit in 2018 revealed that this program had been out of compliance with HUD policy in terms of what was considered Homeless by HUD definition for over ten years, even though there were yearly audits done by HUD during that time that did not reveal the incompliance. Our HUD funding of approximately \$60k a month was suspended in March 2018 and the agency was required to find other monies for the 45 plus families that were ineligible or transition them out of the housing program before HUD would resume any payments. The agency still accumulated the expenses of this program and informed HUD on September 17th, 2018 of our intention to immediately relinquish and dissolve our Permanent Supportive Housing Program and asked HUD to transition the program and remaining clients to a new entity. This transition is in process awaiting direction from HUD.

Nathan Cook
Executive Director



*Celebrating over 40 years
of service to the community*

Since these revelations came to light, we have hired an all new senior management staff and created a Performance Improvement Team that meets monthly to make sure the agency is performing properly. Due to the aforementioned issues, there has been a depletion of our administrative budget, which greatly burdens the agency, to the extent that it has encumbered our ability to make payroll and to meet our other financial obligations while we wait for reimbursement from our funders, which can take from 30-90 days.

We are in an emergency funding situation. Our agency currently has 16 employees and 20 plus when fully staffed. We have eliminated all non-essential positions and all non-essential expenditures. Our organization serves a clientele that cannot afford to pay for services, and most of our clients in our counseling programs are ordered by the courts or jail. If we are not here to serve them, it will greatly impact scores of families, as well as the community. We are passionate about the clients we serve and the services we provide. Discontinuing our services will immediately increase homelessness in the region and will foster a higher rate of substance abuse relapse. Those factors are known to increase the incidence of crime in communities.

Our administrative budget was comprised predominately of solicited donations and fundraising activities. We need \$300,000.00 to pay our pressing debts due to the issues above and help us secure the vital programs that we provide to the community. We would be pleased to publicly recognize your role in supporting the community through your compassion and generosity.

We optimistically look forward to hearing back from you.

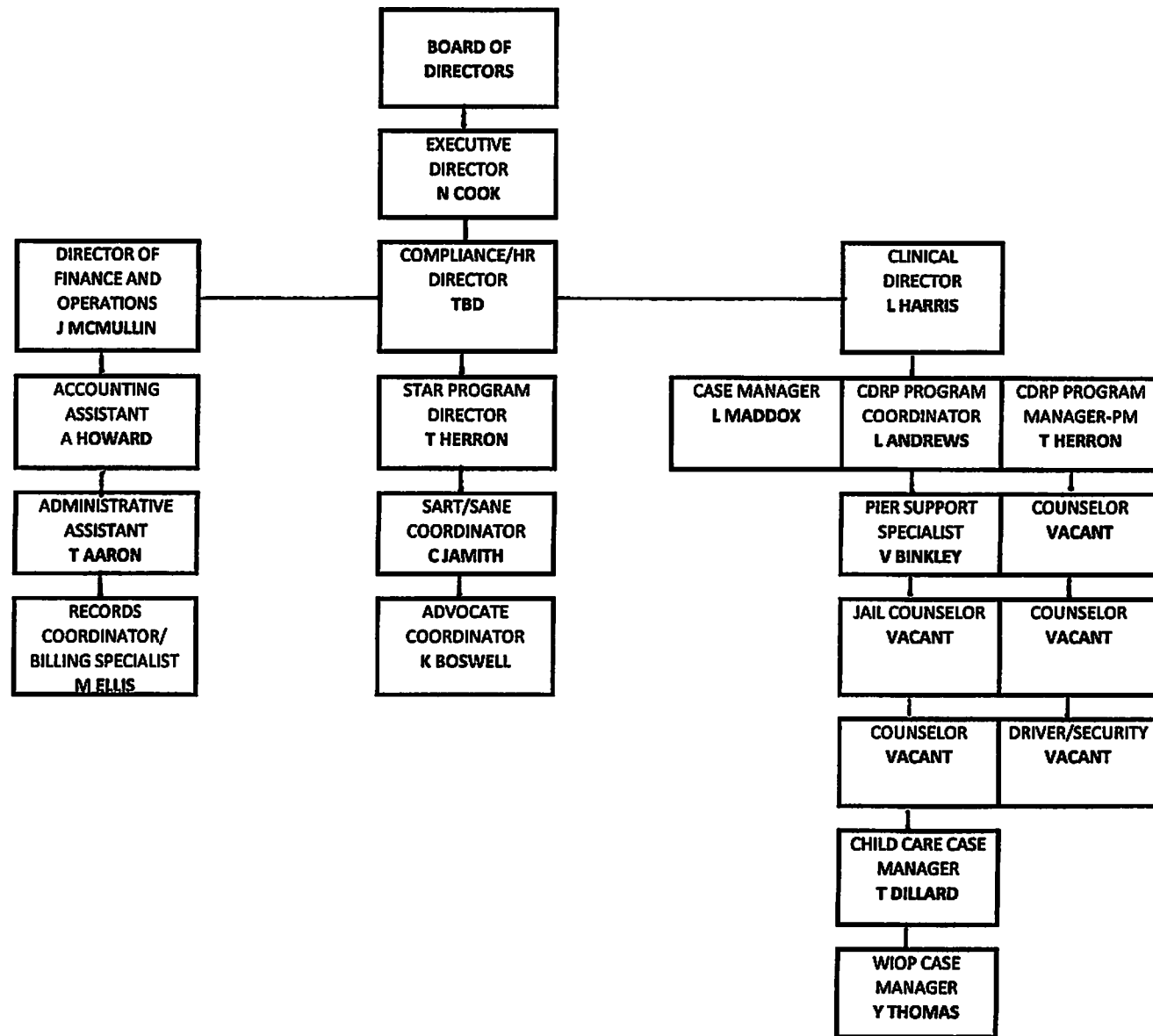
Sincerely,

Jonathan Yarboro – Chair of the Board of Directors

Nathan Cook – Executive Director

LIGHTHOUSE COUNSELING CENTER, INC

ORGANIZATIONAL CHART



REQUIRED POSITIONS ONLY

Lighthouse Counseling Center, Inc

PROFIT AND LOSS

January – February 2019

	TOTAL
Income	
40100 Grant Income	
40110 DMH Grant	59,184.19
40230 United Way	13,683.34
Total 40100 Grant Income	72,867.53
41000 Program Income	
41200 Client Fees	0.00
41230 Drug Screen/Record Fees	45.00
Total 41000 Program Income	45.00
Total Income	\$72,912.53
GROSS PROFIT	\$72,912.53
Expenses	
50000 Program Supplies	381.50
50200 Outside Services	1,369.76
61000 Salaries & Wages	107,575.46
61100 Employee Health Insurance	21,125.54
61120 Employee 401(k) Expense	1,062.08
61130 Life Insurance	3,780.89
61210 Payroll Tax Expense	15,270.22
62010 Accounting Fees	1,800.00
62031 Late Fees	10.00
62040 Professional Contract Fee	7,833.50
63035 Training	60.00
63050 Meetings Expenses	150.45
63070 Transportation/Vehicle Expense	566.31
64030 Office Supplies	346.69
64060 Computer Support Services	682.50
64070 General Insurance	31.66
64072 Property Insurance	6,283.02
64074 Vehicle Insurance	3,580.65
64075 Workers Comp Insurance	2,393.51
Total 64070 General Insurance	12,288.84
65010 Telephone Expenses	3,189.38
65020 Utilities	4,758.95
65040 Equipment Rental Expense	150.32
65050 Office & Bldg Maint	1,310.00
66020 Dues & subscriptions	66.57
66030 Bank Charges & Fees	1,667.16
66200 Fund Raising Expense	2,000.00
67010 Interest Paid	1,158.00
Unapplied Cash Bill Payment Expense	0.00
Total Expenses	\$188,604.12
NET OPERATING INCOME	\$ -115,691.59

16-4

Lighthouse Counseling Center, Inc

PROFIT AND LOSS

January - February 2019

	TOTAL
Other Income	
43000 Other Income	
43110 Interest Earned	2.89
Total 43000 Other Income	2.89
85000 Sales	32,245.14
Total Other Income	\$32,248.03
NET OTHER INCOME	\$32,248.03
NET INCOME	\$ -83,443.56

Lighthouse Counseling Center, Inc.

VENDOR BALANCE SUMMARY

All Dates

	TOTAL
Access Information Management	429.00
AFLAC	213.95
Alabama Coalition Against Rape	700.00
Alabama Department of Revenue	2,250.04
Alabama Power	257.49
Aldridge Borden Company	3,044.21
Alere Toxicology	1,980.25
Allen's Heating and Cooling, LLC	72.00
Andrews, Lekesha	202.72
Berkshire Hathaway Homestate Companies	478.73
Besse Medical Supply	403.87
Best Buy Auto	240.44
Binkley, Vicki	6.56
BlueCross BlueShield of Alabam	20,566.85
Boswell, Katrina	187.23
Bradley Screening	222.00
BridgeKroft Apartments	75,119.94
Business White Pages, Inc	583.95
Candyce DeKruyff	1,900.00
Chanelle L Sinclair	25.63
CIT	1,172.64
Cochran, Courtney	130.00
Colonial Life	259.78
Compass Self Storage	2,563.00
Cook, Nathan	40.00
Copaco	129.67
Corliss Bailey	1,180.00
Corporate Financial Services, LLC	3,244.66
Courtyard CitiFlats	74,859.46
Darlyn L Dees	773.34
Department of the Treasury	78,784.07
Dillard, Tiffany	268.64
Donnielle Mills-Smith	909.27
Douglas Neal Simms	2,562.99
E & B Janitorial Services	980.00
Elan	1,253.99
Ellis, Michelle	134.53
FAMCO	270.00
First Insurance Funding Corp.	3,057.57
FP Mailing Solutions	97.66
Gina Locke	1,300.00
Gwendolyn S Mann	1,106.66
HandsOn River Region	75.00
Harris, Lynn	143.67

	TOTAL
Ivey, LaTasha	4,016.67
Jamith, Crystal	3,446.12
JB'S Tire & Automotive	219.44
Jim Massey's Cleaners	23.23
Kwik Kopy Shop	345.20
Laboratory Corporation of America	3,423.00
McGehee Park Apartments	134,460.59
McMullin, Joy	175.08
Means, Katherine	760.00
Montgomery Area Mental Health Authority, Inc.	20,000.00
Montgomery Water Works	251.92
Mutual Of Omaha	931.98
My Alarm Center	45.00
Office Depot	1,584.97
Premium Assignment Corporation	3,570.67
Progressive Specialty Insurance Co.	438.16
Royal Office Equipment	676.44
SafeGuard Pest Services	120.00
Sanders, Marquita	107.47
ServisFirst Bank	-70.00
SPIRE CO	1,346.00
Stericycle, Inc	1,117.56
Terria Herron	396.29
The Business Council of Alabama	360.00
The Legacy Connection	1,030.12
Thyssenkrupp Elevator	1,278.21
Vikki M Vodosia	1,940.00
WOW	830.60
Yellow Business Directory	1,767.82
TOTAL	\$488,774.00

Lighthouse Counseling Center, Inc

APPROVED Budget for FYE 2019

Account Description	Total
DMH-BLOCK GRANT	436,510.00
DMH - SWIOP	300,000.00
Medicaid	3,750.00
CDRP - Client Fees	2,500.00
ADECA - VOCA/VAWA	223,927.00
State General Fund (A)	1,700.00
City of Montgomery	23,000.00
City of Wetumpka	2,000.00
Montgomery County - Jail	60,000.00
Montgomery County	19,200.00
United Way - Designation	10,000.00
United Way - Admn	54,912.00
United Way - STAR	14,595.00
Contributions	5,000.00
ACVCC	24,000.00
ACAR - SASP Grant	25,000.00
Fund Raising	50,000.00
Drug Screen/Record Fees	7,800.00
Misc. Contracts and Grant Income-Working Women's Home Ass	20,000.00
SART/SANE Fees (Wexford)	90,672.00
New Grants	100,000.00
Misc Income	10,000.00
TOTAL INCOME	1,484,566.00

Lighthouse Counseling Center, Inc

APPROVED Budget for FYE 2019

Account Description	Total
Salaries Expense-Admin	252,432.24
Salaries Expense-CDRP	398,569.76
Salaries Expense-HUD	29,869.92
Salaries Expense-STAR	115,500.00
Employee Health Insurance - Ad	2,993.50
Employee Health Insurance - CD	4,354.00
Employee Health Insurance - HU	470.00
Employee Health Insurance - ST	1,725.00
Payroll Tax Expense - Admin	19,311.07
Unemployment Comp. Ins.	5,048.64
Soc. Sec./ Med.	19,311.07
Payroll Tax Expense - CDRP	30,490.59
Unemployment Comp. Ins.	7,971.40
Soc. Sec./ Med.	30,490.59
Payroll Tax Expense - HUD	2,285.05
Unemployment Comp. Ins.	597.40
Soc. Sec./ Med.	2,285.05
Payroll Tax Expense - STAR	8,835.75
Unemployment Comp. Ins.	2,310.00
Soc. Sec./ Med.	8,835.75
General Ins.	1,639.12
General Ins.	3,746.56
General Ins.	2,224.52
General Ins.	4,097.80
Life Ins. - Admin	427.35
Life Ins. - CDRP	1,710.72
Life Ins. - HUD	1,006.17
Life Ins. - STAR	427.35
Disability Ins. - Admin	1,324.41
Disability Ins. - CDRP	3,611.53
Disability Ins. - HUD	2,124.14
Disability Ins. - STAR	1,324.41
Employee 401(k) Expense-Admin	1,126.74
Employee 401(k) Expense-CDRP	606.70
SALARIES AND FRINGE	969,084.30
Employee Drug Screening/ Testing	-
8 new hire screenings @ \$50 + 2 random drug screenings @ \$35	940.00
CPR Training @20/person x 5	100.00
6 random drug screenings @ \$35	105.00
CPR Training @20/person x 9 people	225.00
2 new hires @ 450	1,350.00
Prof. Contract Fee - CDRP	11,400.00
PERSONNEL RELATED EXPENSES	14,120.00

16-9

Lighthouse Counseling Center, Inc

APPROVED Budget for FYE 2019

Account Description	Total
Depreciation Expense Admin	3,851.65
Depreciation Expense - CDRP	4,175.55
Principle Payments on Line of Credit	100,000.00
Lease expense to MMHA	30,000.00
Utilities	24,434.00
Telephone Expense	8,652.00
General Insurance	25,795.40
Office & Bldg. Maint.	15,031.40
FACILITY ELATED EXPENSES	211,940.00
HUD Repayment	211,000.00
Office & Administrative costs	27826.68
UTILITIES - HUD	-
Outside Services Admin	8,362.00
Cell Phone Expense - ADMIN	8,910.00
Postage and Shipping Expense	250.00
Equipment Rental Expense/ Printing	4,590.36
Office Supplies	1,550.00
Program Supplies - STAR	3,881.00
Drug Testing Supplies	7,500.00
Advertising -Admin	1,334.00
Repairs & Maintenanc	1,770.00
Dues/Subscriptions	1,700.00
Bank Fees	500.00
Tags and Taxes	200.00
OPERATING EXPENSES	279,374.04
TOTAL EXPENSES	1,474,518.34
Revenue	1,484,566.00
Expenses	1,474,518.34
Net Income (Shortfall/Excess:	10,047.66

16-10

Chemical Dependency Recovery Programs

- ◆ **Intensive Outpatient Program** - for adults 18 and over. Aftercare and family components offered.
- ◆ **Specialized Women's Outpatient Program** - open to pregnant women, women with dependent children and women attempting to regain custody of their children. There is no admission fee for pregnant/parenting women.
- ◆ **Dual Diagnosis** - for adults with a chemical dependency and mental illness diagnosis.
- ◆ **Jail Program** - for adult male and female 18 years and over detained in the Montgomery County Jail.
- ◆ **Based on Need for Emergency Treatment** - Preference is given in Order to: Pregnant injecting drugs users, other pregnant substance users; other injecting drug users; and all others.

Standing Together Against Rape

- ◆ Free 24-hour crisis intervention services for victims of sexual assault. Evidence is collected by a professional Sexual Assault Nurse Examiner (SANE).

Housing Programs

- ◆ **For those with HIV** - the Lighthouse offers 12 units of supportive permanent housing for homeless persons with a substance abuse disorder and a diagnosis of HIV or AIDS.
- ◆ **For those with co-occurring disorders** - the Lighthouse offers 27 units of permanent supportive housing for those persons with a substance abuse disorder and a co-occurring mental illness diagnosis.
- ◆ **For family** - 10 units of permanent supportive housing for homeless families with a substance abuse disorder and a disability diagnosed by a licensed professional.
- ◆ **For Chronically Homeless** - 12 units of permanent supportive housing for those persons with a diagnosed disability by a licensed professional.

Volunteer Opportunities

- ◆ Adults are needed to provide crisis intervention services for victims of sexual assault. Please call the STAR Program at (334) 213-1227.
- ◆ RN's are needed to provide forensic evidence collection for victims of sexual assault.

Donation Opportunities

Donations of the following items are appreciated and will be used in the various housing programs and to assist in the fight against homelessness:

- ◆ Toiletries,
- ◆ Kitchen supplies,
- ◆ Baby supplies,
- ◆ Books and decorative items,
- ◆ Blankets, Jackets (Winter items)
- ◆ Non-perishable foods items

If you would like to make a financial donation, make your check payable to:

Lighthouse Counseling Center

111 Coliseum Boulevard

Montgomery, AL 36109

Or donate online at

www.lighthousehelp.com

Information/ Appointments

Phone: (334) 286-5980

Fax: (334) 286-5993

Office Hours

Monday through Friday 8am-5pm

Cost

Fees are based on a sliding scale depending on the client's income and expenses. No one is denied services due to an inability to pay. Medicaid is accepted.

MISSION STATEMENT

The mission of the Lighthouse Counseling Center, Inc., is the healing, restoration, and education of the people of our community to effectively and compassionately improve the quality of life for those we serve.

111 Coliseum Boulevard
Montgomery, AL 36109
Phone: (334) 286-5980
Fax: (334) 286-5993
www.lighthousehelp.com
Member Agency of the River Region United Way



Lighthouse

Counseling Center, Inc.

"Shining a Light for Tomorrow"

*Chemical Dependency Recovery
Programs*

Standing Together Against Rape

Housing Programs

www.lighthousehelp.com
(334) 286-5980

16-12

Memo

To: Donnie Mims, County Administrator
From: Beverly Riddle Wise, Acting Juvenile Court Administrator
cc: Honorable Johnny Hardwick, Presiding Court Judge
Date: March 6, 2019
Re: The Bridge, Inc. Contract

The purpose of this memo is for informational purposes only, no action is required. On, Friday February 15th, 2019, The Bridge, Inc., received notification from the Department of Youth Services (DYS) that their grant payment would be reduced by 25%. Approximately \$115,000 will be reduced from the current grant of \$490,000. This reduction is based off the lack of referrals to meet the DYS requirement of 50 youth to be enrolled in the Davis Program as of 2/15/19. The Court has failed to make enough referrals needed to justify the original grant award. The DYS diversion grant is intended to reduce the number of children being committed to the Department of Youth Services by providing court ordered services in the community.

Memo

To: Donnie Mims, County Administrator
From: Beverly Riddle Wise, Acting Juvenile Court Administrator *BRW*
cc: Honorable Johnny Hardwick, Presiding Court Judge
Date: March 6, 2019
Re: Medical Services Contract

Dr. Ogunbi gave notice that he would be ending his contract in September of 2018. Due to the Youth Facility's long history with the Doctor he has continued his services in our search for a more permanent solution. The time is closing in on his departure from the US and we feel it is in the best interest of the children of the Youth Facility and the County for us to move to QCHC, the same vendor as the County Jail is currently using. Below are several reasons as to why to move forward with merging our facility under one vendor for the County.

- QCHC will provide the facility with a full time RN for 12 hours a day 7 days a week and Dr. Ogunbi provided us with an LPN for 6 hours a week and an RN for 2 hours on the weekend.
- QCHC will provide management, administration and distribution of all medication. This keep detention staff and the county free from all liability. Dr. Ogunbi's nursing staff prepared medication daily for distribution by juvenile detention officers.
- QCHC will provide a Nurse Practitioner via telephone 7 days a week 24 hours a day. Dr. Ogunbi required staff to contact the nurse and the nurse would contact staff with directive from Dr. Ogunbi.
- QCHC will provide for the disposal of medical supplies intended for a one-time use. Dr. Ogunbi did not render this service.
- QCHC will meet with Administrative Staff for the overall operation of health care services. Standards require quarterly meetings require quarterly meetings with the designated health authority. QCHC is equipped with the knowledge needed to meet or exceed American Correctional Association (ACA) accreditation. Dr. Ogunbi held meetings on an as needed basis.
- QCHC will provide emergency medical treatment to staff, contractor and visitors who become ill or injured while on the premise. The will stabilize all patients and refer for recommended offsite emergency care or treatment as needed. Dr. Ogunbi did not render this service.
- QCHC will provide dental triage screening in accordance with criteria established by a licensed dentist for the purpose for identifying juveniles in need of dental services from

a licensed dentist. Dr. Ogunbi provide dental pamphlets to juveniles during medical screening and nurses made dental referrals on a case by case basis.

- QCHC will provide educational materials to detainees on medications taken and prescribed, sexually transmitted infections, substance abuse and discuss all medical appointments made. Dr. Ogunbi's nurses talked to detainees upon request.
- QCHC will establish a plan for the identification for the identification, treatment, and monitoring of juveniles with chronic illness and special health care needs. QCHC will be required to continue (chronic care clinics) for those juveniles identified with specified chronic illnesses and conditions (diabetes, hypertension, mental illness, HIV/AIDS, TB, asthma, seizures, etc.). Dr. Ogunbi handled juveniles on a case by case basis.

Almost 70 % of juveniles entering detention are on at least one psychotropic drug. Just in the last two weeks we have numerous detainees placed in detention for the purpose of medication regulation. Over the last month we have held 2 detainees with bullets in their bodies. Also, in this last month we have had a 14-year-old that was in her 2nd trimester of pregnancy. The medical issues of our youth today are too long to list. Please consider us moving forward with a contract with QCHC.

AGREEMENT FOR THE PROVISION OF JUVENILE HEALTH SERVICES
MONTGOMERY COUNTY/ QCHC

**AGREEMENT FOR THE PROVISION OF HEALTH SERVICES FOR
MONTGOMERY COUNTY ALABAMA YOUTH FACILITY**

This **AGREEMENT** is hereby entered into by and between **MONTGOMERY COUNTY, ALABAMA**, a political subdivision of the State of **ALABAMA** (hereinafter referred to as the "COUNTY"); and **QCHC, INC.** a/k/a Quality Correctional Health Care, an Alabama Corporation (hereinafter referred to as "QCHC") for the provision of certain healthcare services for juvenile residents in the custody of the Montgomery County Alabama Youth Facility (hereinafter referred to as "Facility").

RECITALS

WHEREAS, the COUNTY desires to provide professional and responsive healthcare services to the juveniles in the custody of Montgomery County Alabama Youth Facility;

WHEREAS, QCHC is a corporation which provides professional and responsive healthcare services in juvenile facilities, and desires to provide such services for the COUNTY pursuant to the terms of this AGREEMENT; and

WHEREAS, the COUNTY desires to enter into this AGREEMENT with QCHC;

NOW, THEREFORE, the parties hereby enter into this AGREEMENT as hereinafter set forth.

DEFINITIONS

COUNTY COMMISSION – The COUNTY COMMISSION of MONTGOMERY COUNTY, Alabama.

ELECTIVE CARE – Care which, if not provided, would not, in the opinion of QCHC's physician, who shall be a physician licensed in the State of Alabama and an employee or independent contractor of QCHC, cause the JUVENILE's health to deteriorate, or cause harm to the JUVENILES well-being.

JUVENILE – Juveniles in the custody of the Montgomery County Alabama Youth Facility.

DIRECTOR – Director of the Montgomery County Alabama Youth Facility or his or her agent, or designee, such as the assistant director, acting director, etc.

MID-LEVEL PRACTITIONER – An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. A MID-LEVEL PRACTITIONER will be duly licensed in the State of Alabama.

QCHC CORPORATE HOLIDAYS – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

SPECIALTY SERVICES – Medical services that require a physician to be board-certified in a specialty, including, but not limited to, cardiology, dermatology, gynecology, neurology, nephrology, etc.

AGREEMENT FOR THE PROVISION OF JUVENILE HEALTH SERVICES
MONTGOMERY COUNTY/ QCHC

ARTICLE I:
DUTIES AND OBLIGATIONS OF QCHC

For and in consideration of the compensation to be paid to QCHC as hereinafter set forth, the sufficiency of which is mutually acknowledged by the parties to this AGREEMENT, QCHC agrees as follows:

- 1.1. PRIMARY CARE.** QCHC shall provide primary healthcare services for all persons committed to the custody of the FACILITY, except those identified in Section 1.26. The responsibility of QCHC for medical care of a JUVENILE commences with the booking and physical placement of the JUVENILE into the FACILITY. All treatments, examinations, and medical services will be conducted within a reasonable time of the request for care. Physical Assessments will be completed as soon as practicable, but in no event longer than 14 days from intake, absent extraordinary circumstances. All physician sick calls, admission exams, screenings, physical assessments, and all other primary medical services shall be conducted on-site, at the FACILITY, unless otherwise addressed herein.
- 1.2. STAFFING.** QCHC will provide the staffing coverage necessary for the rendering of primary healthcare services to the Juveniles at the FACILITY as described in and required by this AGREEMENT. Anticipated staffing schedules for the FACILITY is included as APPENDIX A to this AGREEMENT, which the Director and QCHC may amend from time to time by mutual written consent. Staffing and scheduling may vary from the routine staffing and scheduling on QCHC CORPORATE HOLIDAYS. It is understood and agreed that QCHC employees are allowed to leave the FACILITY during the work day for meal breaks, provided the timing and length of such meal breaks do not negatively impact or impair QCHC's ability to fulfill its obligations under this AGREEMENT. All personnel provided or made available by QCHC to render services hereunder shall be licensed, certified, or registered, as appropriate under Alabama law, in their respective areas of practice. QCHC will maintain copies of all continuing education and licensure requirements for personnel. All personnel shall be subject to a background check by the COUNTY/FACILITY and will be required to follow the DIRECTOR's rules and policies regarding security and safety in the FACILITY.

The categories of staff/service providers to be provided by QCHC shall include:

- 1.2.1. PHYSICIAN / MEDICAL DIRECTOR / MID-LEVEL PRACTITIONER.** A Physician or MID-LEVEL PRACTITIONER will visit the FACILITY each week for a period of time sufficient to accomplish the objectives of this AGREEMENT in accordance with EXHIBIT A. A practitioner will be available by telephone to the FACILITY's administrative staff and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. One of the QCHC physicians will be designated as the FACILITY's "Medical Director," and shall be responsible for all medical decision-making, and for setting policies and procedures for the provision of primary healthcare services, in the FACILITY.
- 1.2.2. NURSING.** QCHC will provide on-site nursing, consisting of Registered Nurses ("RNs") as often and for periods of time sufficient to accomplish the objectives of this AGREEMENT, with the schedule of nursing coverage to be determined between the DIRECTOR and QCHC, in accordance with APPENDIX A. The DIRECTOR and QCHC agree to review nursing hours should the ADP significantly exceed the level contained in Article 3 of this AGREEMENT.

AGREEMENT FOR THE PROVISION OF JUVENILE HEALTH SERVICES
MONTGOMERY COUNTY/ QCHC

- 1.3. **CARE REPORTS.** Upon request, QCHC will provide reports and meet regularly with the DIRECTOR or designee, concerning the overall operation of the healthcare services program and the general health of the Juveniles of the FACILITY.
- 1.4. **DENTAL CARE.** QCHC will provide for dental triage screenings in accordance with criteria established by a licensed dentist for the purpose of identifying Juveniles in need of dental services from a licensed dentist. QCHC will not be financially responsible for any services required by a licensed dentist.
- 1.5. **DISPOSABLE MEDICAL SUPPLIES.** QCHC will provide disposable medical supplies intended for one-time use.
- 1.6. **DURABLE MEDICAL EQUIPMENT AND SUPPLIES.** Except for the equipment and instruments owned by the COUNTY/DIRECTOR at the inception of this AGREEMENT, QCHC will provide durable medical equipment and supplies required for the adequate provision of healthcare services during the term of this AGREEMENT, up to a limit of \$500 per item/unit, and the COUNTY will reimburse QCHC pursuant to the terms of Article III. QCHC will coordinate with the DIRECTOR/COUNTY for the purchase of equipment or instruments with a per unit/item cost of greater than \$500. All maintenance or repair of equipment and instruments will be arranged or performed by QCHC, and the COUNTY will reimburse QCHC pursuant to the terms of Section Article III.
- 1.7. **ELECTIVE CARE.** QCHC will not provide ELECTIVE CARE to JUVENILES. Decisions concerning ELECTIVE CARE will be consistent with the applicable American Medical Association (AMA) standards.
- 1.8. **EMERGENCY CARE.** QCHC will provide emergency medical treatment to staff of the FACILITY, subcontractors, and visitors who become ill or are injured while on the premises. QCHC will stabilize all patients and refer for recommended off-site emergency treatment or care, as needed.
- 1.9. **INFANT CARE.** QCHC will neither arrange for infant care nor be financially responsible for any costs associated with infant care.
- 1.10. **MEDICAL RECORDS.** QCHC will maintain, cause, or require being maintained, complete and accurate medical records for each JUVENILE who has received healthcare services. Each medical record will be maintained in accordance with applicable laws, standards, and the DIRECTOR's policies and procedures. The medical records will be kept separate from the Juvenile's confinement record. A complete copy, or summary thereof, of the original applicable medical record will be available to accompany each Juvenile who is transferred from the FACILITY to another location for off-site services or transferred to another institution. Medical records will be kept confidential, subject to applicable laws regarding confidentiality of such records. QCHC will comply with state and federal law and the DIRECTOR's policy with regard to access by juveniles and staff of the FACILITY to medical records. No information contained in the medical records will be released by QCHC except as provided by the DIRECTOR's policy, a court order, or otherwise in accordance with applicable laws. At the expiration of this AGREEMENT period, all medical records will be delivered to and remain with the FACILITY. However, the COUNTY/FACILITY will provide QCHC with reasonable ongoing access to all medical records, even after the expiration of this AGREEMENT, for the purpose of defending litigation. Juvenile medical records will at all times be the property of the COUNTY/FACILITY and shall not be the property of QCHC. QCHC will make available to the DIRECTOR, unless

**AGREEMENT FOR THE PROVISION OF JUVENILE HEALTH SERVICES
MONTGOMERY COUNTY/ QCHC**

otherwise specifically prohibited, at the DIRECTOR's request, all records, documents, and other papers relating to the direct delivery of healthcare services to the Juveniles hereunder.

- 1.11. MEDICAL WASTE REMOVAL.** QCHC will be responsible for medical waste removal services at the FACILITY consistent with all applicable laws.
- 1.12. MEETINGS.** Upon request, QCHC representatives will meet, in accordance with a schedule agreed to by the DIRECTOR and QCHC, with the DIRECTOR or designee concerning procedures within the FACILITY, any proposed changes in health-related procedures, or other matters which either party deems necessary.
- 1.13. OFFICE SUPPLIES.** QCHC will be responsible for providing office supplies, which may include paper, pens, charts, folders, staplers, and calendars, and the COUNTY will reimburse QCHC pursuant to the terms of Article III. QCHC will have access to, and use of, desks, chairs, refrigerators, lamps, machinery, fax machines, computers, printers, or other office-equipment located in the FACILITY's medical unit at the beginning of the term of this AGREEMENT.
- 1.14. OFF-SITE AND/OR SPECIALTY SERVICES.** When off-site and/or hospital care is required for medical reasons, QCHC will arrange for inpatient and/or outpatient hospital services, mobile services, SPECIALTY SERVICES, dental services, X-ray, diagnostic testing, consultation services, off-site mental health services, and medically indicated ground ambulance transportation for JUVENILES, in accordance with the DIRECTOR's policies and procedures. QCHC will not be financially responsible for any costs associated with any off-site care and/or SPECIALTY SERVICES.
- 1.15. OTHER EXPENSES.** QCHC will neither be responsible for the performance nor payment of any juvenile resident medical or healthcare services which are not specifically contained in this AGREEMENT.
- 1.16. JUVENILES.** The health care services contracted in the AGREEMENT are intended only for those juvenile residents in the actual physical custody of the FACILITY, after being medically stabilized and committed to the juvenile detention center. No other person(s) shall be the financial responsibility of QCHC.
- 1.17. HEALTH EDUCATION.** QCHC will provide health education materials to detainees on medications taken and prescribed, dental hygiene information, sexually transmitted infections, substance abuse, and all medical appointments.
- 1.18. MANAGEMENT SERVICES-** QCHC will provide management services to include: a comprehensive Strategic Plan; Policies and Procedures; Protocols; Peer Review; Cost Containment; Utilization Management; Risk Management programs; and Health Insurance Portability and Accountability Act (HIPPA) and ACA Compliance programs specific to the medical operations of the MCYF.
- 1.19. CHRONIC CARE CLINICS.** QCHC will establish a plan for the identification, treatment, and monitoring of JUVENILES with chronic illnesses and special healthcare needs. QCHC will be required to continue "chronic care clinics" for those JUVENILES identified with specified chronic illnesses and conditions (diabetes, hypertension, mental illness, HIV/AIDS, tuberculosis, asthma, seizures, etc.). QCHC has defined a chronic health problem as an illness which is either ongoing or recurring. To provide an effective and efficient healthcare delivery system for

**AGREEMENT FOR THE PROVISION OF JUVENILE HEALTH SERVICES
MONTGOMERY COUNTY/ QCHC**

chronically ill patients, QCHC identifies the number of JUVENILES with specific chronic conditions, and individual treatment plans are developed or reviewed for each of these JUVENILES which includes: instructions regarding medications; the type and frequency of laboratory; other diagnostic testing; frequencies of follow up for reevaluation of the JUVENILE's condition; and adjustment of the treatment plan as needed. Chronic care clinics are established to enable JUVENILES to have scheduled visits to QCHC independent of any sick call requests.

- 1.20. MANAGEMENT AND ADMINISTRATION OF MEDICATION:** QCHC will provide management administration and distribution of medication. They shall provide all medications required for the provision of adequate medical service through use of a pharmacy vendor suitable to the MCYF. A minimum of an LPN will be provided for pill call distribution.
- 1.21. POLICIES AND PROCEDURES.** QCHC will operate within the requirements of the MCYF policies and procedures which are related to the provision of medical services as well as other policy and procedures of the FACILITY which may impact the provision of medical services, including policy and procedures, related to the safety and security of the FACILITY. Policy and procedures may change from time to time, if so, QCHC will be promptly notified and will operate within all policies, procedures, and modification thereof.
- 1.22. HEALTH EVALUATIONS.** QCHC will provide periodic health care screening and evaluations for JUVENILES to be released to the custody and care of other programs. Health care evaluations will meet or exceed the standards necessary for accreditation by the American Correctional Association.

ARTICLE 2:
DUTIES AND OBLIGATIONS OF THE COUNTY

- 2.1 JUVENILE INFORMATION.** The COUNTY will provide, as needed, information pertaining to juveniles that QCHC and the COUNTY mutually identify as reasonable and necessary for QCHC to adequately perform its obligations to the COUNTY.
- 2.2 OFFICE SPACE, EQUIPMENT AND SUPPLIES.** The COUNTY will provide adequate and sufficient exam space for QCHC and its employees and agents to use to carry out the requirements of this AGREEMENT, including but not limited to, office space for QCHC staff and exam space for sick calls and examinations.
- 2.3 RECORD AVAILABILITY.** During this AGREEMENT term, and for a reasonable time thereafter, the COUNTY/DIRECTOR will provide QCHC, at QCHC's request, the FACILITY's records relating to the provision of healthcare services to juvenile residents as may be reasonably requested by QCHC in connection with an investigation of, or defense of, any claim by a third party related to QCHC's conduct. As QCHC may reasonably request, and consistent with applicable state and federal laws and the foregoing provision, the COUNTY/DIRECTOR will make available to QCHC such records as are maintained by the COUNTY/DIRECTOR, hospitals, and other off-site healthcare providers involved in the care or treatment of juvenile residents (to the extent the COUNTY/DIRECTOR has any control over those records). Any such information provided by the COUNTY/DIRECTOR to QCHC that the COUNTY/DIRECTOR considers confidential will be kept confidential by QCHC and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the COUNTY. Notwithstanding any provision of this

**AGREEMENT FOR THE PROVISION OF JUVENILE HEALTH SERVICES
MONTGOMERY COUNTY/ QCHC**

AGREEMENT to the contrary, the COUNTY's internal affairs investigative records will not be required to be provided to QCHC or any other person or entity (except as may be required by law).

- 2.4 SECURITY.** The COUNTY will maintain responsibility for the physical security of the facility and the continuing security of the juvenile residents. QCHC and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of QCHC, as well as for the security of juvenile residents and staff, consistent with the correctional setting. The COUNTY will provide security sufficient to enable QCHC and its personnel to safely provide the healthcare services described in this AGREEMENT. It is expressly understood by the COUNTY that the provision of security and safety is a necessary pre-condition of QCHC's obligation to provide services in a timely and proper fashion. To the extent that, in QCHC's sole discretion, the safety and security of QCHC personnel are compromised, QCHC may exercise its right to immediately suspend services, in accordance with the provisions of Section 4.3.1 of this AGREEMENT. The COUNTY will screen QCHC's proposed staff to ensure that they will not constitute a security risk. The COUNTY will have final approval of QCHC's employees regarding security/background clearance and access to the FACILITY.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

3.1 The COUNTY will reimburse QCHC for the direct costs of all services provided to JUVENILES of the FACILITY under this AGREEMENT, including, but not limited to, labor costs, medical and office supplies, non-durable/disposable equipment, durable equipment (pursuant to Section 1.6), service and repairs on equipment, medications, x-ray costs, laboratory costs, medication, pharmacy, wages and salaries, benefits costs, payroll taxes, insurance costs directly attributable to personnel and/or services at the FACILITY, sales/use taxes or other taxes on supplies, equipment, medications, or other items used at the FACILITY, and any other costs attributable to the provision of services under this AGREEMENT. A list of costs and charges to be invoiced to the COUNTY, under the terms of this AGREEMENT, is included as APPENDIX B to this AGREEMENT, which may be amended in writing from time to time by mutual consent of the parties.

- 3.1.1** The budgeted annual cost for the FACILITY is \$246,000.00, which is calculated based upon the direct costs set forth in APPENDIX B to this AGREEMENT.
- 3.1.2** Over and above the costs to be reimbursed to QCHC by the COUNTY, QCHC shall charge a fifteen percent (15%) "administrative fee", representing such overhead, indirect expenses, support services, and other administrative costs, which cannot be captured through reimbursement for direct costs on the first \$246,000.00 in actual costs in a given contract year.
- 3.1.3** Should annual direct costs exceed the budgeted annual cost of \$246,000.00 in a given contract year, such excess costs will continue to be reimbursed to QCHC by the COUNTY, *but no administrative fees shall be charged on the excess costs.* The budgeted annual cost amount is based on an Average Daily Population ("ADP") of 36 JUVENILES in the FACILITY (the "base ADP").
- 3.1.4** In no event shall the COUNTY pay more than \$36,900.00 in administrative fees in a given contract year, such an amount being defined as the administrative fee (charged at 15%) on the budgeted annual cost.

AGREEMENT FOR THE PROVISION OF JUVENILE HEALTH SERVICES
MONTGOMERY COUNTY/QCHC

- 3.2 MONTHLY PAYMENTS.** QCHC will bill the COUNTY prior to the month in which services are to be rendered, in a fixed amount set at one-twelfth (1/12) of the sum of: (1) the budgeted annual cost, plus (2) the anticipated administrative fees on the budgeted annual cost, which equals \$23,575.00. each month. COUNTY agrees to pay Provider prior to the tenth (10th) day of each month. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to QCHC will be pro-rated accordingly for the shortened month.
- 3.3 QUARTERLY RECONCILIATION.** Each quarter, QCHC shall present to the COUNTY an invoice for all costs incurred pursuant to this AGREEMENT, such costs being described in Section 3.1 and APPENDIX B, with supporting documentation, plus the administrative fee. If the total amount of the quarterly invoice to the COUNTY exceeds the total amount of the three (3) monthly payments made by the COUNTY to QCHC in that quarter, then the COUNTY shall pay the difference to QCHC within thirty (30) days. If the total amount of the quarterly invoice is less than the total amount of the three (3) monthly payments made by the COUNTY to QCHC in that quarter, then QCHC shall carry a credit for the difference into the next quarter, which shall then be applied to any amount owed by the COUNTY to QCHC in succeeding quarters, until such credit be reduced to zero.

ARTICLE 4:
TERM AND TERMINATION

4.1. TERM. The term of this AGREEMENT will be for three (3) years from _____, 2019 at 12:01 A.M. through _____, 2022 at 11:59 P.M.

4.2. ANNUAL RENEWALS. At the end of the above-stated term, this AGREEMENT will be renewable for successive one-year terms if mutually desired by both parties. The parties agree to review the budgeted annual cost figure on an annual basis to determine whether adjustments are necessary due to changes in staffing, an increase or decrease in the juvenile population, or any other circumstances or conditions impacting the provision of juvenile healthcare at the FACILITY. If an adjustment is made to the budgeted annual cost, the administrative fee will be adjusted accordingly but will not exceed fifteen (15) percent of the budgeted annual cost. If, at the conclusion of this term, or any subsequent term, this Agreement has not been expressly extended, renegotiated, or terminated, this Agreement shall be automatically extended according to its original provisions for terms of ninety (90) days until this Agreement is expressly, extended, renegotiated, or terminated.

4.3. TERMINATION.

4.3.1. TERMINATION FOR CAUSE. In the event that either party fails to comply with any section or part of this AGREEMENT, the other party may terminate this AGREEMENT after providing notice of the failure to comply and a ten (10) day opportunity to cure. The COUNTY will pay for services rendered up to and including the point of termination but will not pay any penalty. If the failure to comply pertains to Section 2.4 of the AGREEMENT ("Security"), QCHC may suspend its provision of services until the failure is cured, or until this AGREEMENT is terminated, whichever comes first.

4.3.2. TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY or QCHC may, without prejudice to any other

**AGREEMENT FOR THE PROVISION OF JUVENILE HEALTH SERVICES
MONTGOMERY COUNTY/ QCHC**

rights they may have, terminate this AGREEMENT for their convenience and without cause, by giving sixty (60) days advance written notice to the other party.

4.3.3. TERMINATION FOR LACK OF APPROPRIATION. It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the Montgomery County Commission, or other governing body. Notwithstanding any provisions herein to the contrary, if funds are not appropriated for this AGREEMENT, then upon exhaustion of such funding, the COUNTY shall be entitled to immediately terminate this AGREEMENT, upon giving notice, without penalty or liability. Recognizing that such termination may entail substantial costs for QCHC, the COUNTY will act in good faith and make every effort to give QCHC notice of any potential problem with funding or appropriations. The COUNTY shall pay for services rendered up to the point of termination.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

- 5.1 AMENDMENTS.** This AGREEMENT may be amended at any time only with the written consent of both parties.
- 5.2 ASSIGNMENT.** QCHC will not assign in whole or in part this AGREEMENT, other than to an entity related or affiliated with QCHC (e.g., a "parent", "sibling," "subsidiary," or other related or affiliated entity with the same or substantially overlapping ownership and control group as QCHC), without the prior written consent of the COUNTY. QCHC will not assign any money due or to become due under this AGREEMENT without the prior written consent of the COUNTY.
- 5.3. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The COUNTY and QCHC agree that they will not require performance of any QCHC or COUNTY employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations.
- 5.4. COUNTERPARTS.** This AGREEMENT may be executed in several counterparts, each of which will be an original and all of which together will constitute but one and the same instrument.
- 5.5. ENTIRE AGREEMENT.** This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof.
- 5.6. EQUAL EMPLOYMENT OPPORTUNITY.** QCHC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, veteran status, or disability unrelated to a bona fide occupational qualification of the position.
- 5.7. EXCUSED PERFORMANCE.** In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.8. GOVERNING LAW.** This AGREEMENT will be governed by the laws of the State of Alabama.

**AGREEMENT FOR THE PROVISION OF JUVENILE HEALTH SERVICES
MONTGOMERY COUNTY/ QCHC**

5.9. HOLD HARMLESS.

5.9.1. QCHC will indemnify and hold harmless the COUNTY and its employees against any loss or damage caused or necessitated by the sole negligence of QCHC, its agents, employees, and/or vendors, which is directly related to medical treatment or care provided by QCHC pursuant to this AGREEMENT, and to provide a defense against any such claim, so long as such claim is timely tendered to QCHC for indemnification and defense.

5.9.2. QCHC will not be responsible for any claims arising from actions of the COUNTY, or any employee or agent of the COUNTY or juvenile detention facility who prevents any person from receiving medical care ordered by QCHC's medical staff, employees, agents or independent contractors.

5.9.3. QCHC will not be responsible for claims arising from negligence on the part of the COUNTY, or any employee or agent of the COUNTY or juvenile detention facility in presenting an individual to QCHC's medical staff, employees, agents or independent contractors, if it should have been reasonably known that the individual was in serious need of immediate medical attention.

5.10. INDEPENDENT CONTRACTOR. It is understood and agreed that an independent contractor relationship is hereby established under the terms and conditions of this AGREEMENT. The employees or agents of QCHC are not now, nor will they be deemed to be, employees of the COUNTY. The employees of the COUNTY are not now, nor will they be deemed to be, employees of QCHC. QCHC assumes all financial responsibility for the employees of QCHC, such as wages and withholding taxes, social security, sales and other taxes, which may be related to the services to be provided under this AGREEMENT.

5.11. SUBCONTRACTING. In order to discharge the obligations hereunder, QCHC may engage certain healthcare professionals as independent contractors rather than employees. As the relationship between QCHC and these healthcare professionals will be that of independent contractor, QCHC will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. QCHC will exercise limited control over the manner of means by which these independent contractors perform their medical duties; however, this control will be exercised reasonably consistent with the independent medical judgment these independent contractors are required to exercise. QCHC will exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this AGREEMENT. All terms and conditions of this AGREEMENT will be included in all such subcontracts. For each agent and subcontractor, including all medical professionals, physicians, and nurses performing duties as agents or independent contractors of QCHC under this AGREEMENT, QCHC will provide to the COUNTY proof that, for each such professional, there is in effect during the period that person is engaged in the performance of this AGREEMENT, a professional liability or medical malpractice insurance policy, in an amount or amounts of at least One Million Dollars (\$1,000,000) coverage per occurrence and at least Three Million Dollars (\$3,000,000) annual aggregate coverage.

5.12. INSURANCE. QCHC will procure and maintain in effect throughout the term of this AGREEMENT insurance policies with coverage not less than the types and amounts specified in this section.

5.12.1. Commercial General Liability Insurance Policy with limits of One Million Dollars (\$1,000,000) per occurrence and an annual aggregate limit of Two Million Dollars (\$2,000,000). For purposes of this paragraph, limits of any umbrella insurance policy will count toward the aggregate limits of the Commercial General Liability Policy.

**AGREEMENT FOR THE PROVISION OF JUVENILE HEALTH SERVICES
MONTGOMERY COUNTY/ QCHC**

5.12.2. Professional Liability Insurance with limits per claim of One Million Dollars (\$1,000,000) and an annual aggregate of Three Million Dollars (\$3,000,000).

5.12.3. Workers' Compensation Insurance that meets the requirements of Alabama state law and which covers all QCHC employees working in the FACILITY.

5.13. CERTIFICATE OF INSURANCE. QCHC agrees to name the COUNTY as an additional insured under the insurance policies listed in Section 5.11, and, upon request, to provide the COUNTY with a Certificate of Insurance evidencing the terms of the insurance coverage and policy limits.

5.14. NOTICES. All notices to the COUNTY will be addressed to:

Montgomery County
Attn:

All notices to QCHC will be addressed to:

Quality Correctional Health Care
Attn: Johnny Bates
200 Narrows Parkway, Suite A
Birmingham, Alabama 35242

5.15. OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The parties acknowledge that QCHC is neither bound by nor aware of any other existing contracts to which the COUNTY is a party and which relate to the provision of healthcare to Juveniles at the FACILITY. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person(s) and it is their express intention that this AGREEMENT is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.

5.16. SEVERABILITY. In the event any part of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of this AGREEMENT, which will remain in full force and effect and be enforceable in accordance with its terms.

5.17. WAIVER OF BREACH. The waiver of either party of a breach or violation of any part of this AGREEMENT will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

AGREEMENT FOR THE PROVISION OF JUVENILE HEALTH SERVICES
MONTGOMERY COUNTY/ QCHC

MONTGOMERY COUNTY, ALABAMA

[x] _____

By:

Its:

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that _____ whose name as _____, is signed to the foregoing Agreement, and who is known to me, acknowledged to me on this day that, being informed of the contents of the Agreement, executed the same voluntarily for and as the act of said Montgomery County, on the day the same bears date.

Given under my hand this _____ day of _____ 2019.

Notary Public: _____

My Commission Expires: _____

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AGREEMENT FOR THE PROVISION OF JUVENILE HEALTH SERVICES
MONTGOMERY COUNTY/ QCHC

QCHC, INC.

[x] _____
By: Johnny E. Bates

Its: President & Chief Executive Officer

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned Notary Public in and for said County and State, hereby certify that Johnny E. Bates, whose name as President & Chief Executive Officer of QCHC, Inc., an Alabama corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged to me on this day that, being informed of the contents of the Agreement, executed the same voluntarily for and as the act of said QCHC, Inc., on the day the same bears date.

Given under my hand this _____ day of _____ 2019.

Notary Public: _____

My Commission Expires: _____

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AGREEMENT FOR THE PROVISION OF JUVENILE HEALTH SERVICES
MONTGOMERY COUNTY/ QCHC

APPENDIX A
STAFFING PLAN

12-hour coverage, 7 days per week

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Registered Nurse Coverage	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.
Provider Visit	Two visits per week						

APPENDIX B

DIRECT COSTS TO QCHC TO BE REIMBURSED BY THE COUNTY
UNDER SECTION 3.1 OF THIS AGREEMENT

Labor Costs, to include:

- Gross wages, salaries, and compensation paid to QCHC employees, agents, and independent contractors for time worked and/or duties performed at the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY, to include all physicians, nurses, and support staff working in the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY
- The Employer's portion of benefit costs incurred on QCHC employees working in the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY
- Employer's portion of any payroll tax costs incurred on QCHC employees working in the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY, to the extent such costs are not already included in the gross wage
- Premiums paid by employer on workers' compensation coverage for QCHC employees working in the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY

Pharmacy/Medication Costs, to include:

- Costs of all prescription medications for, or kept on-site for use by, Juveniles of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY
- Costs of all over-the-counter medications for, or kept on-site for use by, Juveniles of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY
- Any taxes or shipping costs

Medical Supplies, to include:

- Costs of all disposable, one-time use medical supplies for, or kept on-site for use by, Juveniles of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY
- Any taxes or shipping costs

Radiology Costs, to include:

AGREEMENT FOR THE PROVISION OF JUVENILE HEALTH SERVICES
MONTGOMERY COUNTY/ QCHC

- Costs incurred by QCHC for radiological services (x-rays, ultrasounds, etc.) performed inside the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY for Juveniles of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY, whether using COUNTY equipment or through a mobile radiology service, to include the cost of reading the x-ray or ultrasound

Lab Costs, to include:

- Costs of all on-site laboratory services performed for Juveniles of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY, including shipping and supply costs

Waste Removal, to include:

- Fees charged by a professional medical waste removal service, including any taxes

Medical Equipment, to include:

- Costs of all equipment, to include costs for maintenance and service, used inside the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY for the provision of healthcare services to the Juveniles of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY, with a per unit/item cost of less than \$500, to the extent that such equipment, maintenance, and repair is not provided by the COUNTY.
- Costs of all equipment, to include costs for maintenance and service, used inside the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY for the provision of healthcare services to the Juveniles of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY, with a per unit/item cost of greater than \$500, to the extent that such equipment, maintenance, and repair is not provided by the COUNTY/FACILITY, and to the extent that the COUNTY/FACILITY agrees in advance to the purchase of such equipment, and the terms thereof
- Any taxes or shipping fees

Office Supplies and Equipment, to include:

- Costs of all office supplies used by QCHC employees, agents, and independent contractors in the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY related to the provision of healthcare to Juveniles of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY
- Costs of all office equipment, such as desks, chairs, lamps, tables, computers, printers, fax machines, scanners, etc., to include costs of maintenance and repair, used by QCHC employees, agents, and independent contractors in the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY related to the provision of healthcare to Juveniles of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY, to the extent such equipment is not provided by the COUNTY, and with the additional stipulation that the COUNTY/FACILITY must agree in advance to all office equipment purchases of greater than \$500 per unit/item
- Costs of all office utilities and services inside the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY, to include any and all utility bills (water, electricity, etc.), and costs of phone lines, fax lines and internet connections, to the extent such are not provided by the COUNTY/FACILITY
- Any taxes or shipping fees

**AGREEMENT FOR THE PROVISION OF JUVENILE HEALTH SERVICES
MONTGOMERY COUNTY/ QCHC**

Professional Liability Insurance, to include:

- Any premium costs attributable on a per capita basis specifically for the Juvenile population of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY
- Attorneys' fees, up to the policy deductible/retention amount, for lawsuits arising directly from QCHC services provided at the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY

Pre-Start Up Costs

- Travel, accommodation, meals and other re-imbursements for QCHC corporate employees to visit and carry out facility inspection, inventory, employee evaluation and recruitment.

Start-Up Costs

- Labor costs as set forth above for QCHC corporate employees to train new employees and cover shifts until such time as the facility is staffed according to the staffing matrix.
- Travel, accommodation, meals and other re-imbursements for QCHC corporate employees to train new employees and cover shifts.

Tammy Nix

From: Miland Simpler <msimpler@ball-ball.com>
Sent: Thursday, February 21, 2019 5:13 PM
To: mayor@montgomeryal.gov; kfehl@montgomeryal.gov; Elton Dean; Elton N. Dean, Sr.; Donald Mims; Florence Cauthen; Tammy Nix; byeomans@hagerco.com; dhinson@hagerco.com; thomas.tyson@commerce.alabama.gov
Cc: Jessica G. Horsley; Ham Wilson
Subject: Project Gear Project Agreement
Attachments: PROJECT AGREEMENT (GEAR).docx

All:

Attached is a preliminary draft of the Hager Project Agreement in which Hager has confirmed their targeted job creation of 50 jobs and total capital investment of \$22M. I wanted to forward this version in order for the City and County to review. Upon everyone's agreement and approval, the next step will be to go officially before both the City Council and County Commission during a regularly scheduled work session, with a follow up public meeting for the vote. Tentatively, I have the following dates down:

City Council Work Session: March 5
City Council Public Meeting: March 19 (vote)

County Commission Work Session: March 11
County Commission Public Meeting: March 25 (vote)

A public notice will be required for publishing in the Montgomery Advertiser at least seven days prior to both the City Council's and County Commission's public meetings where Project Gear (Hager) will be on the agenda.

Below is an overview of the commitments set forth in the Project Agreement:

HAGER					
	Announcement 2nd Qtr. 2019	1/2 Jobs (25) and 1/2 Cap. Inv. (\$11M) 2nd Qtr. 2020	Full Jobs (50) 2nd Qtr. 2021	Full Cap. Inv. (\$22M) December 2024	TOTAL
TOTAL	\$83,300	\$83,300	\$41,700	\$41,700	\$250,000
CITY	\$49,980	\$49,980	\$25,020	\$25,020	\$150,000
COUNTY	\$33,320	\$33,320	\$16,680	\$16,680	\$100,000

Please let me know your thoughts.

If there are any questions or concerns regarding the attached draft, please do not hesitate to contact me.

Best,
Miland Simpler

PROJECT AGREEMENT
BY AND AMONG
THE CITY OF MONTGOMERY,
MONTGOMERY COUNTY COMMISSION,
and
C. HAGER and SONS HINGE MANUFACTURING CO.

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into by and among the **CITY OF MONTGOMERY** (the "City"), **MONTGOMERY COUNTY COMMISSION** (the "County") and **C. HAGER and SONS HINGE MANUFACTURING CO.** (the "Company"). The City, the County and the Company are each a "Party" to this Agreement and are collectively referred to as the "Parties". The City and the County are collectively referred to as the "Governmental Entities".

RECITALS

WHEREAS, the Company wishes to expand its existing facilities (the "Existing Facility") in Montgomery, Alabama which manufactures components and assemblies used in the manufacturing of industrial-grade door hinges and accessories (the expanded facility being referred to herein as the "Expanded Facility" or the "Project") wherein it will maintain the two-hundred-four (204) Full-Time Employees currently employed by the Company at its Existing Facility earning at least the average wage and/or salary currently paid to such Full-Time Employees which is \$15.51 exclusive of benefits (the "Existing Employees") and commits to employ not less than fifty (50) additional Full-Time Employees with a Capital Investment by the Company or its owners and their affiliates in expanding the Facility to be at least twenty-two-million dollars (\$22,000,000.00); and

WHEREAS, in reliance on the Company's representations of the total capital investment by the Company, employment and wage levels, and the construction, performance and operation schedule for the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City and County and the citizens thereof, the Governmental Entities have committed to make available to the Company certain incentives in the manner and amounts described herein, subject to existing law, as presently interpreted and construed.

NOW, THEREFORE, 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 hereby enter into this Agreement

on the following terms and conditions:

1. **Scope of Agreement.** This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments, and representations set out in the Recitals, as well as all exhibits, attachments, or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. **The Company's Commitments, Representations and Warranties.** In consideration of the Governmental Entities providing the incentives described herein, the Company makes the following commitments to the Governmental Entities:

(a) The Company acknowledges that the citizens of Alabama, Montgomery County, and the City of Montgomery anticipate the prompt receipt of substantial economic benefit to the local economies in return for the investment of public money in the Project, and the Company agrees to diligently prosecute the development of the Project, Announcement of the expansion of the Facility not later than June 30, 2019, and Commencing Operations at the Expanded Facility not later than December 31, 2024. For the purposes of this Agreement, "Commence Operations" or "Commencement of Operations" shall mean that operations at the Expanded Facility are the manufacturing/distribution of components and assemblies used in the manufacturing/distribution of industrial-grade door hinges and accessories. at the Expanded Facility. For the purpose of this Agreement, "Commence Construction" or "Commencement of Construction" means that physical work is being performed daily, using appropriate equipment and manpower to develop, construct and equip the Expanded Facility and install necessary infrastructure to accomplish the objectives of the Project.

(b) In furtherance of this Project, not later than December 31, 2024, the Company shall have invested in the Facility from its resources not less than twenty-two-million dollars (\$22,000,000.00).

(c) Not later than twelve (12) months from the IDB Board approval date (the "Initial Jobs Target Date") the Company shall employ, in addition to two-hundred-four (204) Existing Employees earning at least an average of \$15.51 per hour, exclusive of benefits, at least twenty-five (25) new Full-Time Employees at the Expanded Facility (the "Initial Jobs Target"), with an average wage of at least \$17.04 per hour, exclusive of benefits (the "Required Employee Pay Scale").

(d) Not later than twenty-four (24) months from the IDB Board approval date (the "Final Jobs Target Date") the Company shall employ, in addition to two-hundred-twenty-nine (229) Existing Employees as of the Initial Jobs Target Date earning at least \$15.51 per hour, exclusive of benefits, at least twenty-five (25) new Full-Time Employees at the Expanded Facility (the "Final Jobs Target"), with an average wage at least equal to the Required Employee Pay Scale.

(e) The Company shall give good-faith consideration to Alabama-based contractors and vendors and Alabama residents to provide products and services in developing, constructing, and operation of the Project. Contractors and vendors selected by the Company shall be in good standing, licensed and qualified

to do business in Alabama, all in accordance with Alabama law. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

(f) The Company shall give good faith consideration for employment at the Project to qualified Alabama residents, subject in all cases to the Company's then usual and customary hiring policies.

(g) The Company shall make available adequate funding to complete the development and construction of the Facility and conduct the Company's business.

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

(i) The Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment;

(j) 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 (i) any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law and (ii) to the extent that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Company to enter into this Agreement and make the commitments contained in this Agreement, any such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. Upon request by any of the Governmental Entities, reasonable documentation of the foregoing authority and action shall be provided by the Company to the Governmental Entities. The Company's legal counsel upon request shall furnish an opinion of counsel to the Governmental Entities in a form reasonably satisfactory to the Governmental Entities as to the matters set out in Subsections 3(h) and 3(i). In addition, upon request of any Governmental Entity, the Company's legal counsel shall furnish an opinion as to any other matters described herein requested by any Governmental Entity.

3. Commitments of the Governmental Entities.

(a) In consideration of the Company expanding the Facility and conducting the business operations at the Project Site as described in the Recitals to this Agreement and the economic benefit to the State and local community to be

realized from that operation, the City of Montgomery and the County of Montgomery shall make available two-hundred-fifty-thousand dollars (\$250,000), payable in four (4) installments, with 60% of each of said payments being paid by the City of Montgomery (for a total of \$150,000), and 40% of each of said payments being paid by the County of Montgomery (for a total of \$100,000), to reimburse the Company for capital expenses incurred in acquiring, developing, constructing and equipping the Expanded Facility as follows:

(i) Provided that the Company has satisfied all conditions precedent, and is not otherwise in default under this Agreement, the first installment payment shall be available to the Company in the amount of eighty-three-thousand-three-hundred dollars (\$83,300.00) as soon as practicable after the Company announces commencement of the Project described herein.

(ii) Provided that the Company has reached the Initial Jobs Target (which shall constitute 25 of the targeted 50 new jobs) and has administered ½ of its Capital Investment (which shall constitute eleven-million dollars (\$11,000,00.00)) on or before the Initial Jobs Target Date (not later than twelve (12) months after the IDB Board approval date), has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the second installment payment shall be available to the Company in the amount of eighty-three-thousand-three-hundred dollars (\$83,300.00) as soon as practicable after the Company reaches the Initial Jobs Target.

(iii) Provided that the Company has reached the Final Jobs Target on or before the Final Jobs Target Date (not later than twenty-four (24) months after the IDB Board approval date), has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the third installment payment shall be available to the Company in the amount of forty-one-thousand-seven-hundred dollars (\$41,700.00) as soon as practicable after the Company reaches the Final Jobs Target.

(iv) Provided that the Company has reached the Full Capital Investment of twenty-two-million dollars (\$22,000,000.00) by December 31, 2024, has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the fourth and final installment payment shall be available to the Company in the amount of forty-one-thousand-seven-hundred dollars (\$41,700.00) as soon as practicable after December 31, 2024.

The City and County represent and warrant to the Company that no payments from the City or County to the Company will be funded by economic development

grants or other funds from the State. The payment may be reduced by the State by the amount of any City and County payments made to the Company which are funded directly by economic development grants or other funds from the State.

(b) Payment to the Company by the City and County under this Section 3 shall be in accordance with procedures mutually acceptable to the City, County and Company.

4. Recapture of Incentives.

(a) The Company acknowledges that the incentives offered by the City are based, in part, on the estimated economic impact that will be realized from the Company's capital investment and additional payroll, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company agrees to the following provisions for recapture by the City of cash incentives that it has paid to or for the benefit of the Company:

(i) If the Company has announced commencement but does not satisfy the Initial Jobs Target on or before the Initial Jobs Target Date (not later than twelve (12) months after the IDB Board approval date), or does not satisfy the administration of $\frac{1}{2}$ of its \$22,000,000 capital investment (\$11,000,000) by the Initial Jobs Target Date (not later than twelve (12) months after the IDB Board approval date), the Company shall pay to the State the second installment or any portion thereof which it has received from the City within thirty (30) days after the Initial Jobs Target Date.

(ii) If the Company has achieved the Final Jobs Target and administered $\frac{1}{2}$ of its \$22,000,000 capital investment, and received the first, second, and third installments from the City as required by Section 3, the Company shall pay to the City two-thousand-nine-hundred-forty-one and no hundredths (\$2,941.00) for each Full-Time Employee (or fraction thereof based on the Monthly Average as defined herein), for any or part of a year, of that portion of the Jobs Maintenance Period, 3 years, occurring after the Company achieves the Final Jobs Target, that the Total Number of Full-Time Employees is less than the Final Jobs Target. If the Company has received some but less than all of the first, second, and third installments, the amount per job in the formula above shall be replaced by an amount equal to .0125 times the amount received.

(iii) Not later than December 31st of each year during the Jobs Maintenance Period, 3 years, and/or at such other times as the City may request, the Company shall furnish to the City a Certificate of Compliance, certified as to the accuracy

of the facts stated therein by an officer of the Company, certifying that the Company has, or has not, met this obligation. The City may require the Company to provide such other documentation which the City deems necessary to confirm the Company's certification. Any payment due to the City under the provisions of this section shall be paid with the Certificate of Compliance.

(b) The Company acknowledges that the incentives offered by the County are based, in part, on the estimated economic impact that will be realized from the Company's capital investment and additional payroll, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company to the following provisions for recapture by the County of cash incentives that it has paid to or for the benefit of the Company.

(i) If the Company has announced commencement but does not satisfy the Initial Jobs Target on or before the Initial Jobs Target Date (not later than twelve (12) months after the IDB Board approval date), or does not satisfy the administration of $\frac{1}{2}$ of its \$22,000,000 capital investment (\$11,000,000) by the Initial Jobs Target Date (not later than twelve (12) months after the IDB Board approval date), the Company shall pay to the State the second installment or any portion thereof which it has received from the City within thirty (30) days after the Initial Jobs Target Date.

(ii) If the Company has achieved the Final Jobs Target and administered $\frac{1}{2}$ of its \$22,000,000 capital investment, and received the first, second, and third installments from the City as required by Section 3, the Company shall pay to the County one-thousand-nine-hundred-sixty and no hundredths (\$1,960.00) for each Full-Time Employee (or fraction thereof based on the Monthly Average as defined herein), for any or part of a year, of that portion of the Jobs Maintenance Period, 3 years, occurring after the Company achieves the Final Jobs Target, that the Total Number of Full-Time Employees is less than the Final Jobs Target. If the Company has received some but less than all of the first, second, and third installments, the amount per job in the formula above shall be replaced by an amount equal to .0125 times the amount received.

(iii) Not later than December 31st of each year during the Jobs Maintenance Period, 3 years, and/or at such other times as the County may request, the Company shall furnish to the County a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an officer of the Company, certifying that the Company has, or has not, met this obligation. The County may require the Company to provide such other documentation which the County deems necessary to confirm the Company's certification. Any payment due to the County under the provisions of this section shall be paid with the Certificate of Compliance.

(c) Notwithstanding anything contained herein to the contrary, the maximum

recapture amount that any Governmental Entity may recover from the Company will be the amount actually received by the Company from such Governmental Entity under Section 3.

(d) The right of the Governmental Entities to recapture incentives shall survive the termination of this Agreement.

(e) For purposes of this Agreement a year of the Jobs Maintenance Period shall be any twelve-month period during the Jobs Maintenance Period beginning on either the first day of the Jobs Maintenance Period or the first two (2) anniversaries thereof and ending on the immediately following anniversary thereof. The Jobs Maintenance Period is a total of 3 years. The initial 25 hires Maintenance Period is 36 months after the IDB Board approval date. The final 25 hires (50 total hires) Maintenance Period is 48 months after the IDB Board approval date.

5. Grounds for Termination of the Obligations of the Governmental Entities.

The obligations hereunder of any Governmental Entity may be terminated by that respective entity upon the occurrence of any of the following events:

(a) Failure of the Company to achieve either the Initial Jobs Target or Final Jobs Target by the date specified herein, or to maintain either of such jobs targets as required by the terms of this Agreement.

(b) Failure of the Company to administer at least ½ of the \$22,000,000 Capital Investment (\$11,000,000) by not later than twelve (12) months after the IDB Board approval date, as required by the terms of this Agreement.

(c) Failure of the Company to administer the full Capital Investment amount of \$22,000,000 by December 31, 2024, as required by the terms of this Agreement.

(d) Failure of the Company to file any Certificate of Compliance that is required by the terms of this Agreement.

(e) The determination by any Governmental Entity that any representation made by the Company or its agents to induce the Governmental Entities or any agency or subdivision thereof to offer incentives to the Company are not true in any respect.

(f) Failure of the Company to Announce by the date specified in the Company's Commitments, Representations and Warranties.

(g) Failure of the Company to Commence Operations at the Facility by the date specified in the Company's Commitments, Representations and Warranties or to meet its Capital Commitment by the date specified in Section 2.

(h) Failure of the Company to meet any other commitment or satisfy any other of its obligations that relate to the Project described herein or to a local government or private economic development organization relating in any way to such Project.

(i) A Change of Control of the Company that occurs during or before the expiration of the Jobs Maintenance Period. In the event of a termination due to a Change of Control all funds paid by any Governmental Entity shall at the option of that Governmental Entity to the Company under Section 3(a) be immediately due and payable by the Company to that Governmental Entity.

7. **Costs and Expenses.** Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

8. **Assignment.** This Agreement is not assignable, except that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any affiliate of the Company that agrees to assume assigned obligations of the Company in and to the Project; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the Company under this Agreement unless specifically excused there from by the Governmental Entity to whom such obligation is owed, to be expressed in writing and signed by an authorized representative of the applicable Governmental Entity.

9. **Further Assurances.** The Parties agree to do all things and take all reasonably necessary actions permitted by law required by this Agreement, to assist and enable the Company to establish the Facility during expansion thereof and on an ongoing basis thereafter, including without limitation, the obtaining, negotiation, execution, and delivery of all necessary or desirable agreements, filings, consents, authorizations, approvals, licenses, or deeds in accordance with the typical procedures of the applicable Governmental Entity.

10. **Section Titles 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.

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

12. **Waivers.** Waiver of any of the obligations of any Party under this Agreement will be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use reasonable efforts to secure such approval or authorization.

13. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

14. **Notices.** All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

To The City of Montgomery, Alabama:

Todd Strange
Mayor, City of Montgomery
City Hall/Room 206
103 North Perry Street St.
Montgomery, Alabama 36102

To Montgomery County, Alabama

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

To the Montgomery Area Chamber of Commerce:

Jessica Horsley
Director, Corporate Development
P. O. Box 79
Montgomery, Alabama 36101

To The Company:

William B. Yeomans
150 Folmar Parkway
Montgomery, Alabama 36105

With a copy to:

Hager Companies
139 Victor St.
St. Louis, MO 63141
Attn: Brian Josephson

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.

15. Definitions. For the purposes of this Agreement, the following terms shall have the meanings set out in this Section:

"Effective Date" means the date upon which this Agreement is signed by the Mayor, City of Montgomery, and Chairman, Montgomery County Commission.

"Full-Time Employee" shall mean a person (a) who is being paid directly by the Company for working at the Facility for not less than thirty-six (36) hours per work week, excluding executive managers and any and all personnel whose workday is not fully dedicated to the Facility, (b) who the Company identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Industrial Relations on returns or reports filed with the foregoing, including but not limited to, IRS Form 941 and (c) who is eligible to participate under such benefit plans as are generally applicable to employees holding positions of like kind and character

within either the company or other members of its control group within the United States of America.

“Monthly Average” shall be calculated on an annual basis for each applicable year. The Monthly Average shall be calculated by taking the total number of Full-Time Employees working at the facility at the end of each month in the applicable time period and dividing that sum by twelve (12).

“Change of Control” shall mean either:

(i) the acquisition by any “Person” (as the term “person” is used for the purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) of direct or indirect beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of the combined voting power of the then-outstanding securities of the Company entitled to vote in the election of directors, or

(ii) The consummation of a merger, consolidation, reorganization, statutory share exchange, or similar form of corporate transaction involving the Company, the sale or other disposition of all or substantially all of the Company’s assets.

16. **Indemnification.** The Company shall release, save, hold harmless, and indemnify the Governmental Entities, their elected officials, officers, employees, and agents (collectively, the “Indemnified Parties”) from and against any and all claims arising from or in connection with this Agreement or the Project (except for those claims arising out of the gross negligence of intentional misconduct of one or more of the Indemnified Parties), arising from the Company’s breach or default in the performance of any obligation herein, or arising from or in connection with any activity of the Company or any of the Company’s agents, contractors, or employees in connection with the Project, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from the applicable Governmental Entity, shall defend the same at the Company’s expense by counsel reasonably satisfactory to the applicable Governmental Entity. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment

brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the improvements of the Project. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

17. **Entire Agreement; Amendment.** This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

[signature pages follow]

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

CITY OF MONTGOMERY

By: _____,

DATE

Its _____

Signature Page for Project Gear Project Agreement

MONTGOMERY COUNTY COMMISSION

By: _____,

DATE

Its _____

Signature Page for Project Gear Project Agreement

HAGER COMPANIES

By: _____,

DATE

Its _____

Signature Page for Project Gear Project Agreement

EXHIBIT A
TO PROJECT AGREEMENT BY AND AMONG
THE CITY OF MONTGOMERY,
MONTGOMERY COUNTY COMMISSION,
And
C. HAGER AND SONS HINGE MANUFACTURING CO.

REQUEST FOR PAYMENT NO. _____

DATE: _____

TO: DEBT MANAGEMENT DIVISION
ALABAMA DEPARTMENT OF FINANCE
100 NORTH UNION STREET; SUITE 224
MONTGOMERY, AL 36130-2617

FROM RECIPIENT: _____

RE: PROJECT _____

PROJECT AGREEMENT DATED: _____

AMOUNT REQUESTED: \$ _____

Pursuant to the Project Agreement for this Project, Recipient hereby requests payment in the amount specified above. Recipient certifies that all conditions for payment under the terms of the Project Agreement have been satisfied and that the expenditures for which reimbursement is being requested qualify for reimbursement under the Project Agreement and that each has been paid.

Submitted with this Request for Payment are invoices or other evidence of documentation of these expenses and the payment thereof.

**C. HAGER and SONS HINGE
MANUFACTURING CO.**

By: _____
Its: Authorized Representative

EXECUTIVE SUMMARY (PROJECT GEAR)

- C. Hager and Sons Hinge Manufacturing Company (“Hager”) seeking to expand facilities in Montgomery, Alabama to include a new manufacturing and distribution center.
- Hager will provide a total capital investment of \$22 million (\$22,000,000) by December 31, 2024.
 - \$11 million to be administered no later than 12 months after the IDB approval date; and
 - Additional \$11 million to be administered by December 31, 2024
- Hager currently employs 204 employees earning average wage of \$15.51/hour
 - Per the Project Agreement, Hager will employ an additional 25 employees within 12 months following the IDB approval date; and
 - Hager will employ an additional 25 employees (for a total of 254 employees) within 24 months following the IDB approval date.
 - This Project will also result in the retention of approximately 60 existing jobs.
- Per the terms of the Project Agreement, the City of Montgomery and Montgomery County will administer to Hager a monetary incentive totaling \$250,000, with \$150,000 to be paid by the City, and \$100,000 to be paid by the County.
- These incentives will be paid in installments upon Hager’s compliance with certain “checkpoints” regarding the construction of the facility, hiring of new employees, and administration of capital investment. The table below illustrates:

	Announcement June 2019	½ Jobs (25) and ½ Cap. Inv. (\$11 Million) April 2020	Full Jobs (50) April 2021	Full Cap. Inv. (\$22 Million) December 2024
City	\$49,980	\$49,980	\$25,020	\$25,020
County	\$33,320	\$33,320	\$16,680	\$16,680
Total	\$83,300	\$83,300	\$41,700	\$41,700

CITY TOTAL: \$150,000

COUNTY TOTAL: \$100,000

- The Project Agreement contains certain “clawback provisions” providing for Hager’s return of these monetary incentives to the City and County if Hager fails to comply with any of the milestone checkpoints regarding announcement, hiring, and administration of its capital investment in accordance with the Terms of the Project Agreement.
- The Project Agreement also provides Grounds for Termination of the Obligations of the Governmental Entities (the City and County) based upon certain failures of Hager to comply with its obligations under the terms of the Project Agreement, or upon the determination by either the City or the County that any representation made by Hager or its agents to induce the Governmental Entities or any agency or subdivision thereof to offer incentives to the Company are not true in any respect.

Tammy Nix

From: Brewer, David <David.Brewer@sos.alabama.gov>
Sent: Monday, March 04, 2019 10:55 AM
To: Brewer, David
Subject: Supplemental State of Emergency Proclamation
Attachments: 2019-03-04_Severe Weather Supplemental SOE.pdf

Good Morning:

In an effort to keep everyone informed, Secretary of State John H. Merrill has asked that you receive a copy of a Supplemental Proclamation to the February 23, 2019, State of Emergency Proclamation issued by Governor Ivey (see attached to this email).

Thank you,

DAVID A. Z. BREWER
Chief of Staff
Office of the Honorable John H. Merrill
Secretary of State, State of Alabama
600 Dexter Avenue, Suite S-105
Montgomery, Alabama 36103
(334) 242-7207 Office
(334) 324-6195 Cell



STATE OF ALABAMA
PROCLAMATION
BY THE GOVERNOR

WHEREAS, on February 23, 2019, I proclaimed a State of Emergency within the State of Alabama in anticipation of severe weather occurring in 19 specified counties in north Alabama;

WHEREAS, on February 27, 2019, I expanded that original emergency proclamation to cover all other counties impacted by flooding that occurred due to the anticipated severe weather;

WHEREAS, on March 3, 2019, the State of Alabama experienced additional severe weather in counties, and of a type, not covered by my original or supplemental emergency proclamations;

WHEREAS this additional severe weather included tornadoes that resulted in the loss of human life; thousands of power outages; and the destruction of numerous homes, businesses, and other property; and

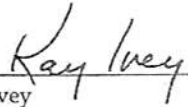
WHEREAS response and recovery efforts must begin and continue;

NOW, THEREFORE, I, Kay Ivey, Governor of the State of Alabama, pursuant to section 8 of the Alabama Emergency Management Act of 1955, as amended, Ala. Code 31-9-8 (1975), and upon recommendation of the Alabama Emergency Management Agency Director, do hereby proclaim, effective 12:00 noon on Sunday, March 3, 2019, the existence of conditions that warrant expanding the existing State of Emergency to include all counties in Alabama that have experienced damage of any type as a result of the severe weather that occurred on Sunday, March 3, 2019.

FURTHER, I declare that this Proclamation is supplemental to my proclamations dated February 23, 2019, and February 27, 2019, and the State of Emergency I declared thereby shall remain in full force and effect for 60 days from February 23, 2019, unless otherwise terminated or extended by proclamation of the Governor.

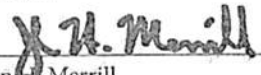
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal to be affixed by the Secretary of State at the State Capitol in the City of Montgomery on this 4th day of March, 2019.





Kay Ivey
Governor

ATTEST:



John H. Merrill
Secretary of State

Tammy Nix

From: Dawson, Edward G. <edward.dawson@sba.gov>
Sent: Tuesday, February 26, 2019 9:10 AM
To: Dan Harris; Elton N. Dean, Sr.; Ronda Walker; Isaiah Sankey; Doug Singleton
Cc: bblalock@montgomeryal.gov; mayor@montgomeryal.gov; Donald Mims; Florence Cauthen; Donald Mims
Subject: FW: SBA disaster assistance
Attachments: Feb. 22 19-300 AL 15872 SBA Offers Disaster Assistance.docx; AL_15872 Fact Sheet.pdf

Good Morning!

Allow me the opportunity to introduce myself; I am the SBA Public Affairs Specialist assigned to Wetumpka, Alabama in the aftermath of Declaration 15872 & 15873 Severe weather and flooding occurring January 19, 2019.

Elmore County Alabama is the primary county declared in the aftermath of this event and eligible for assistance from the Federal Government.

This activates the SBA disaster loan program for low interest, long term loans to businesses of all sizes, private non-profit organizations, home owners, and renters to repair or replace uninsured/underinsured disaster damaged property.

SBA disaster loans offer an affordable way for individuals and businesses to recover from declared disasters.

Autauga, Clinton, Coosa, Macon, Montgomery and Tallapoosa are contiguous to the primary county, and as such, businesses are eligible for (EIDL) Economic Injury disaster loan assistance from the SBA.

The SBA can provide up to \$2 million to help meet financial obligations and operating expenses that could have been met had the disaster not occurred.

The loan amount will be based on the actual economic injury and the business financial need, regardless of whether the business suffered any property damage.

My job is to make sure that no stone is unturned in getting out information on assistance available from the SBA. To that end, please find attached program materials on assistance from the SBA.

Please share as appropriate, and contact me should you have questions or concerns.

I am available for interviews and presentations

Thanks for your cooperation, and I look forward to working with you in sharing our message.

Thanks,

Edward Gregory Dawson
Public Affair Specialist

Field Operations Center - East
U.S. Small Business Administration
101 Marietta St. NW, Suite 700
Atlanta, GA 30303
(404) 331-0333
Cell (404) 909-6464
Edward.dawson@sba.gov



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U.S. Small Business
Administration

U.S. SMALL BUSINESS ADMINISTRATION FACT SHEET - DISASTER LOANS

Alabama Declaration 15872 & 15873

(Disaster: AL-00093)

Incident: SEVERE WEATHER AND TORNADO

occurring: January 19, 2019

in Elmore County, Alabama; and the contiguous Alabama counties of: Autauga, Chilton, Coosa, Macon, Montgomery and Tallapoosa

Application Filing Deadlines:

Physical Damage: April 22, 2019 Economic Injury: November 21, 2019

If you are located in a declared disaster area, you may be eligible for financial assistance from the U.S. Small Business Administration (SBA).

What Types of Disaster Loans are Available?

- Business Physical Disaster Loans – Loans to businesses to repair or replace disaster-damaged property owned by the business, including real estate, inventories, supplies, machinery and equipment. Businesses of any size are eligible. Private, non-profit organizations such as charities, churches, private universities, etc., are also eligible.
- Economic Injury Disaster Loans (EIDL) – Working capital loans to help small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private, non-profit organizations of all sizes meet their ordinary and necessary financial obligations that cannot be met as a direct result of the disaster. These loans are intended to assist through the disaster recovery period.
- Home Disaster Loans – Loans to homeowners or renters to repair or replace disaster-damaged real estate and personal property, including automobiles.

What are the Credit Requirements?

- Credit History – Applicants must have a credit history acceptable to SBA.
- Repayment – Applicants must show the ability to repay all loans.
- Collateral – Collateral is required for physical loss loans over \$25,000 and all EIDL loans over \$25,000. SBA takes real estate as collateral when it is available. SBA will not decline a loan for lack of collateral, but requires you to pledge what is available.

What are the Interest Rates?

By law, the interest rates depend on whether each applicant has Credit Available Elsewhere. An applicant does not have Credit Available Elsewhere when SBA determines the applicant does not have sufficient funds or other resources, or the ability to borrow from non-government sources, to provide for its own disaster recovery. An applicant, which SBA determines to have the ability to provide for his or her own recovery is deemed to have Credit Available Elsewhere. Interest rates are fixed for the term of the loan. The interest rates applicable for this disaster are:

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Home Loans	2.000%	4.000%
Business Loans	3.740%	7.480%
Non-Profit Organizations	2.750%	2.750%
Economic Injury Loans		
Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Businesses & Small Agricultural Cooperatives	3.740%	N/A
Non-Profit Organizations	2.750%	N/A

What are Loan Terms?

The law authorizes loan terms up to a maximum of 30 years. However, the law restricts businesses with credit available elsewhere to a maximum 7-year term. SBA sets the installment payment amount and corresponding maturity based upon each borrower's ability to repay.

What are the Loan Amount Limits?

- **Business Loans** – The law limits business loans to \$2,000,000 for the repair or replacement of real estate, inventories, machinery, equipment and all other physical losses. Subject to this maximum, loan amounts cannot exceed the verified uninsured disaster loss.
- **Economic Injury Disaster Loans (EIDL)** – The law limits EIDLs to \$2,000,000 for alleviating economic injury caused by the disaster. The actual amount of each loan is limited to the economic injury determined by SBA, less business interruption insurance and other recoveries up to the administrative lending limit. EIDL assistance is available only to entities and their owners who cannot provide for their own recovery from non-government sources, as determined by the U.S. Small Business Administration.
- **Business Loan Ceiling** – The \$2,000,000 statutory limit for business loans applies to the combination of physical, economic injury, mitigation and refinancing, and applies to all disaster loans to a business and its affiliates for each disaster. If a business is a major source of employment, SBA has the authority to waive the \$2,000,000 statutory limit.
- **Home Loans** – SBA regulations limit home loans to \$200,000 for the repair or replacement of real estate and \$40,000 to repair or replace personal property. Subject to these maximums, loan amounts cannot exceed the verified uninsured disaster loss.

What Restrictions are there on Loan Eligibility?

- **Uninsured Losses** – Only uninsured or otherwise uncompensated disaster losses are eligible. Any insurance proceeds which are required to be applied against outstanding mortgages are not available to fund disaster repairs and do not reduce loan eligibility. However, any insurance proceeds voluntarily applied to any outstanding mortgages do reduce loan eligibility.
- **Ineligible Property** – Secondary homes, personal pleasure boats, airplanes, recreational vehicles and similar property are not eligible, unless used for business purposes. Property such as antiques and collections are eligible only to the extent of their functional value. Amounts for landscaping, swimming pools, etc., are limited.
- **Noncompliance** – Applicants who have not complied with the terms of previous SBA loans may not be eligible. This includes borrowers who did not maintain flood and/or hazard insurance on previous SBA loans.

Note: Loan applicants should check with agencies / organizations administering any grant or other assistance program under this declaration to determine how an approval of SBA disaster loan might affect their eligibility.

Is There Help with Funding Mitigation Improvements?

If your loan application is approved, you may be eligible for additional funds to cover the cost of improvements that will protect your property against future damage. Examples of improvements include retaining walls, seawalls, sump pumps, etc. Mitigation loan money would be in addition to the amount of the approved loan, but may not exceed 20 percent of total amount of physical damage to real property, including leasehold improvements, and personal property as verified by SBA to a maximum of \$200,000 for home loans. It is not necessary for the description of improvements and cost estimates to be submitted with the application. SBA approval of the mitigating measures will be required before any loan increase.

Is There Help Available for Refinancing?

- SBA can refinance all or part of prior mortgages that are evidenced by a recorded lien, when the applicant (1) does not have credit available elsewhere, (2) has suffered substantial uncompensated disaster damage (40 percent or more of the value of the property or 50% or more of the value of the structure), and (3) intends to repair the damage.
- **Businesses** – Business owners may be eligible for the refinancing of existing mortgages or liens on real estate, machinery and equipment, up to the amount of the loan for the repair or replacement of real estate, machinery, and equipment.
- **Homes** – Homeowners may be eligible for the refinancing of existing liens or mortgages on homes, up to the amount of the loan for real estate repair or replacement.

What if I Decide to Relocate?

You may use your SBA disaster loan to relocate. The amount of the relocation loan depends on whether you relocate voluntarily or involuntarily. If you are interested in relocation, an SBA representative can provide you with more details on your specific situation.

Are There Insurance Requirements for Loans?

To protect each borrower and the Agency, SBA may require you to obtain and maintain appropriate insurance. By law, borrowers whose damaged or collateral property is located in a special flood hazard area must purchase and maintain flood insurance. SBA requires that flood insurance coverage be the lesser of 1) the total of the disaster loan, 2) the insurable value of the property, or 3) the maximum insurance available.

Applicants may apply online, receive additional disaster assistance information and download applications at <https://disasterloan.sba.gov/ela>. Applicants may also call SBA's Customer Service Center at (800) 659-2955 or email disastercustomerservice@sba.gov for more information on SBA disaster assistance. Individuals who are deaf or hard-of-hearing may call (800) 877-8339. Completed applications should be mailed to U.S. Small Business Administration, Processing and Disbursement Center, 14925 Kingsport Road, Fort Worth, TX 76155.

21-4



U.S. Small Business
Administration

NEWS RELEASE

Disaster Field Operations Center East

Release Date: Feb. 22, 2019

Contact: Michael Lampton (404) 331-0333

Michael.Lampton@sba.gov

Release Number: 19-300, AL 15872/15873

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SBA Offers Disaster Assistance to Residents of Alabama Affected by Severe Weather in January

WASHINGTON – Alabama businesses and residents affected by severe weather and a tornado on Jan. 19, can apply for low-interest disaster loans from the U.S. Small Business Administration, Administrator Linda McMahon announced today.

Administrator McMahon made the loans available in response to a letter from Alabama Gov. Kay Ivey on Feb. 14, requesting a disaster declaration by the SBA. The declaration covers Elmore County and the adjacent counties of Autauga, Chilton, Coosa, Macon, Montgomery and Tallapoosa in **Alabama**.

“With the approval of my request for federal assistance, the Small Business Administration is providing a much needed opportunity for recovery funding to the citizens of Wetumpka,” said Governor Ivey. “Many individuals and businesses will benefit greatly from the federal disaster loans that SBA offers as they continue to recover following the devastating tornado that heavily damaged parts of the community.”

SBA’s Customer Service Representatives will be available at the Disaster Loan Outreach Center to answer questions about the disaster loan program and help individuals complete their applications.

The Center is located in the following community and is open as indicated:

Elmore County

Elmore County Commission

100 E. Commerce St.

Wetumpka, AL 36092

Opening: Saturday, Feb. 23, from 10 a.m. to 2 p.m.

Hours: Monday through Friday, 9 a.m. to 6 p.m.

Saturdays, 10 a.m. to 2 p.m.

Closed: Sunday, Feb. 24

Closes: Saturday, March 2 at 2 p.m.

- more -

21-5

"The SBA is strongly committed to providing the people of **Alabama** with the most effective and customer-focused response possible to assist businesses of all sizes, homeowners and renters with federal disaster loans," said McMahon. "Getting businesses and communities up and running after a disaster is our highest priority at SBA."

"The approval of the Governor's request for a Small Business Administration disaster declaration demonstrates the diverse partnerships that exist to provide assistance and an opportunity to eligible individuals in the City of Wetumpka, Elmore County, and the contiguous counties to create a better tomorrow," said Alabama EMA Director Brian Hastings. "Long-term recovery is an arduous process and SBA has always played a strong role in helping our citizens in their time of need. We appreciate having them as part of the Emergency Management team."

Businesses and private nonprofit organizations may borrow up to \$2 million to repair or replace disaster damaged or destroyed real estate, machinery and equipment, inventory, and other business assets.

For small businesses, small agricultural cooperatives, small businesses engaged in aquaculture and most private nonprofit organizations, the SBA offers Economic Injury Disaster Loans to help meet working capital needs caused by the disaster. Economic Injury Disaster Loan assistance is available regardless of whether the business suffered any physical property damage.

"Loans up to \$200,000 are available to homeowners to repair or replace damaged or destroyed real estate. Homeowners and renters are eligible for loans up to \$40,000 to repair or replace damaged or destroyed personal property," said Kem Fleming, center director of SBA's Field Operations Center East in Atlanta.

Applicants may be eligible for a loan amount increase up to 20 percent of their physical damages, as verified by the SBA for mitigation purposes. Eligible mitigation improvements may include a safe room or storm shelter, sump pump, French drain or retaining wall to help protect property and occupants from future damage caused by a similar disaster.

Interest rates are as low as 3.74 percent for businesses, 2.75 percent for nonprofit organizations, and 2 percent for homeowners and renters with terms up to 30 years. Loan amount and terms are set by the SBA and are based on each applicant's financial condition.

Applicants may apply online using the Electronic Loan Application (ELA) via SBA's secure website at DisasterLoan.sba.gov.

Businesses and individuals may also obtain information and loan applications by calling the SBA's Customer Service Center at 1-800-659-2955 (1-800-877-8339 for the deaf and hard-of-hearing), or by emailing disastercustomerservice@sba.gov. Loan applications can also be downloaded at www.sba.gov. Completed applications should be returned to the center or mailed to: U.S. Small Business Administration, Processing and Disbursement Center, 14925 Kingsport Road, Fort Worth, TX 76155.

The filing deadline to return applications for physical property damage is **April 22, 2019**. The deadline to return economic injury applications is **November 21, 2019**.

###

About the U.S. Small Business Administration

The U.S. Small Business Administration makes the American dream of business ownership a reality. As the only go-to resource and voice for small businesses backed by the strength of the federal government, the SBA empowers entrepreneurs and small business owners with the resources and support they need to start, grow or expand their businesses, or recover from a declared disaster. It delivers services through an extensive network of SBA field offices and partnerships with public and private organizations. To learn more, visit www.sba.gov.

21-7

Tammy Nix

From: Owes, Jaunita <jowes@montgomeryal.gov>
Sent: Wednesday, February 27, 2019 12:09 PM
To: Briddell, Michael; Donald Mims; Strange, Todd; adam@longleafstrategies.com; Betsy Atkins; Briddell, Michael; Cassandra Brown; Hendricks, Celia; Chester Mallory; Gary Burton; Janet Waller; Janice Franklin Ph. D (jfranklin@alasu.edu); Joseph Trimble (jsph_trimble@yahoo.com); Katie Bell; Preuss, Karen L.; Mary McLemore (marymclemore@fastmail.com); Michael Fritz (mfritzjd@hotmail.com); Morris, Rebie; Patina Moss - Alabama State University (pmoss@alasu.edu); Phil Johnson (pjohns23@aum.edu); Ronald Simmons; ShaKenya Calhoun (scalhoun@calhounent.com); Thurman, Tanerica; tstelemitchell@gmail.com
Subject: Great NEWS

Everyone,

The Montgomery City-County Public Library is proud to announce that we nominated the following groups and people for an award from the Alabama Library Association this year.

The Montgomery City Council and the Montgomery County Commission nominated as below, Mayor Strange was nominated as well. All three of our nominees are to receive an award as described below.

2019 Humanitarian Award: Montgomery City Council and the Montgomery County Commission

The Humanitarian Award shall be presented to a person or an organization that has made a substantial contribution toward the development or improvement of a library or libraries within Alabama.

Public Servant Award

2019 Public Servant Award: Mayor Todd Strange

e. The Public Servant Award shall be presented to a person who is or has been a duly elected or appointed public official and who has made a significant contribution toward the development of library services within Alabama during the exercise of said party's service. Based on legal cases as of 1991, a "duly elected or appointed public official" shall be defined as follows:

A public officer is an officer whose functions and duties concern the public. The public officer exercises his/her duties in the interest of the public. A public officer includes all individuals holding public office by election or appointment for a definite period, i.e. United States Senators and Representatives, Alabama Senators and Representatives, mayors, county commissioners, public library board members, etc. A person who receives no commission, takes no oath of office, has no term of office fixed by statute or ordinance, and exercises no portion of the sovereign power of the government, but merely performs duties required of him by officials employing him, is not a public officer, i.e. college presidents and federal, state, county, and municipal employees, etc.

Karen will provide additional information regarding when this award will be presented. Stay tuned!

Jaunita McElain Owes, BS, M.Ed., MLIS
Library Director

Tammy Nix

From: Owes, Jaunita <jowes@montgomeryal.gov>
Sent: Wednesday, February 27, 2019 2:20 PM
To: Donald Mims; Briddell, Michael; Davis, Tracie; Todd Strange; Strange, Todd; adam@longleafstrategies.com; Betsy Atkins; Cassandra Brown; Hendricks, Celia; Chester Mallory; Gary Burton; Janet Waller; Janice Franklin Ph. D (jfranklin@alasu.edu); Joseph Trimble (jsph_trimble@yahoo.com); Katie Bell; Preuss, Karen L.; Mary McLemore (marymclemore@fastmail.com); Michael Fritz (mfritzjd@hotmail.com); Morris, Rebekah; Patina Moss - Alabama State University (pmoss@alasu.edu); Phil Johnson (pjohns23@aum.edu); Ronald Simmons; ShaKenya Calhoun (scalhoun@calhounent.com); Thurman, Tanerica; tsteelemitchell@gmail.com
Subject: Alabama Library Association Awards

Everyone,

I have now confirmed when these awards will be bestowed,

The ALLA President's Reception and Awards will be held from 6:30 – 8:30 pm on Thursday, April 4.

The convention is being held at The Grand Hotel Resort in Point Clear, Alabama
(<https://www.marriott.com/hotels/travel/ptlak-the-grand-hotel-golf-resort-and-spa-autograph-collection/?scid=45f93f1b-bd77-45c9-8dab-83b6a417f6fe>)

Jaunita McElain Owes, BS, M.Ed., MLIS

Library Director
Montgomery City-County Public Library
PO Box 1950
245 High Street
Montgomery, AL 36102-1950
jowes@mccpl.lib.al.us
334-625-4989 Voice
334-240-4977 Fax

SNOWDOWN WATER SYSTEM, INC

8360 US Hwy 331
Montgomery, AL 36105
(334) 281-6949

February 19, 2019

Commissioner Doug Singleton
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

Re: Judge Milt Belcher, Grant Road/Grant Spur Community Group

Dear Commissioner Singleton:

August of 2018, the Snowdown Water System Board (SWSB) met with the Grant Road/Grant Spur Community Group (GR/GSCG) led by Judge Milt Belcher about providing guidance to obtain fire hydrants and larger water pipes for their community. Judge Belcher informed the SWSB of the fire that destroyed his house on July 2, 2018. The GR/GSCG water supply is provided on 3-inch pipes which does not provide adequate water pressure to fight structure fires, even with 3-inch pipe fire hydrants. The water pressure needed for proper fire protection would be achieved with 6-inch pipes and 6-inch pipe fire hydrants.

As you are aware, the Snowdown Water System is a small, not for profit, water system owned by the residents of the community. We have strived throughout the years to maintain and provide water to the community at low rates and low outages. This being said, the SWSB is not financially able to upgrade the 3-inch water pipes to the needed 6-inch water pipes for the GR/GSCG. The Snowdown Volunteer Fire Department (SVFD) in conjunction with the SWSB can provide the 6-inch pipe fire hydrants for fire protection, pending the 6-inch water pipe installation.

To provide the GR/GSCG with the 6-inch pipe, the project would be divided into 3 phases. The first 2 phases would provide the necessary water pressure for fire protection for the GR/GSCG. The third phase would benefit the system, connecting Butler Mill Road to Highway 331 with 6-inch pipe. (See attached map for clarity). The phases for the 6-inch pipe proposal are as follows:

Phase 1: Grant Road – from Butler Mill Road to Grant Spur

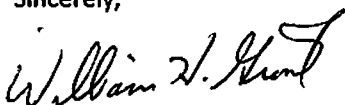
Phase 2: Grant Spur

Phase 3: Grant Road – from Grant Spur to Highway 331

The SWSB received an estimate for the project from the Professional Engineering Consultants (PEC) which did not include fire hydrants, permits, new meters, services lines, or in-line valves. The estimated cost for Phase 1 is \$80,000, Phase 2 estimated cost is \$30,000 and Phase 3 estimated cost is \$80,000. Total estimated cost for Phase 1 and 2 for the GR/GSCG is \$110,000.

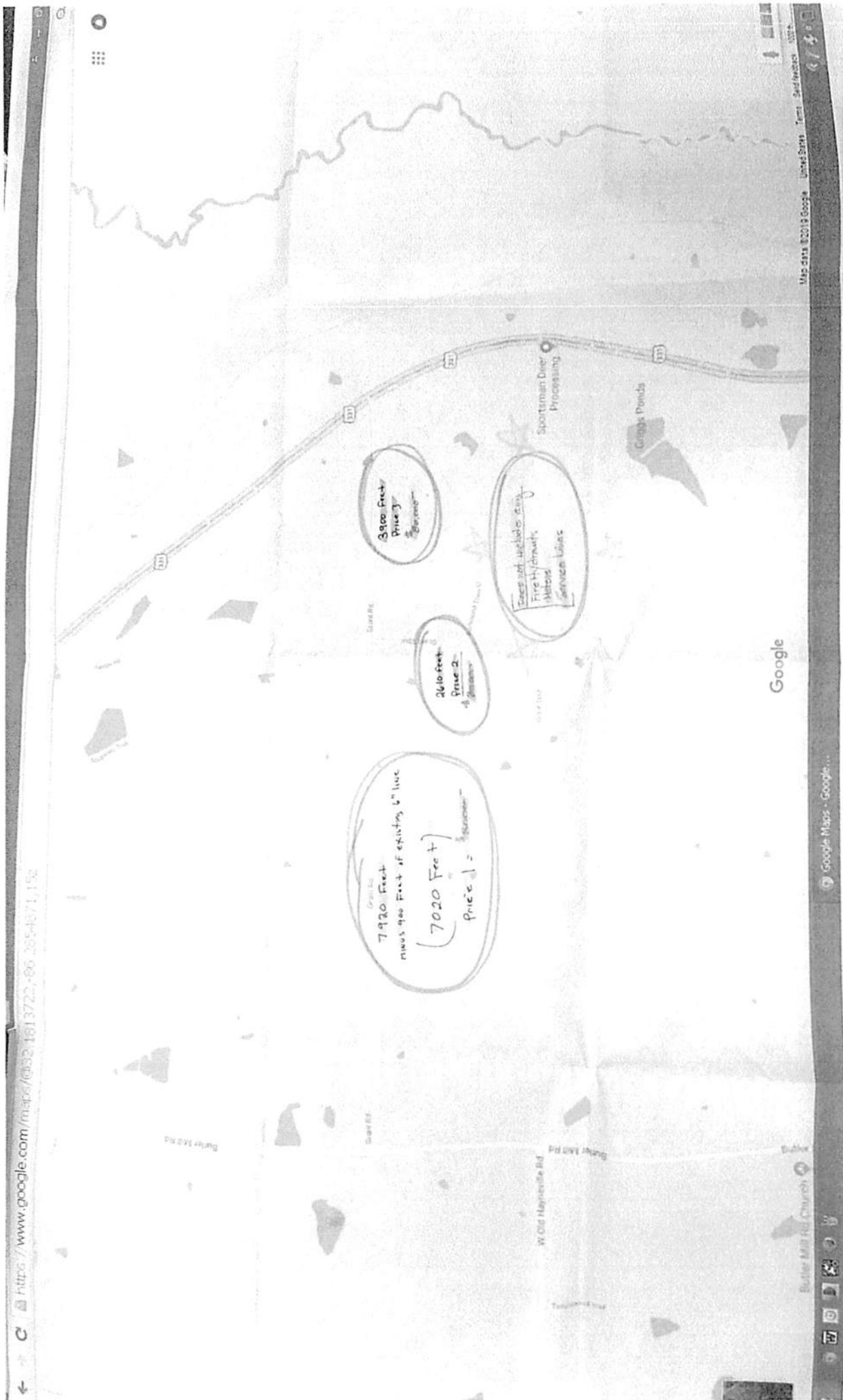
The SWSB is here to assist in any way it can. Please advise Judge Milt Belcher or the SWSB of assistance you can provide.

Sincerely,



William Grant
President, Snowdown Water System, Inc.

23-1



<https://www.google.com/maps/@32.1813722,-86.2854871,15z>

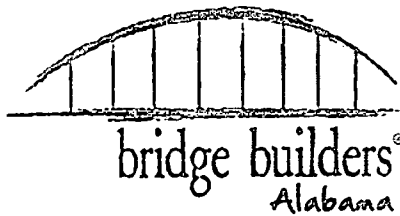
3900 Feet
Price 3
\$8000

Does not include any
Fire Hydrants
Meters
Service Lines

2610 Feet
Price 2
\$2500

7920 Feet
minus 900 Feet of existing 6" line
(7020 Feet)
Price 1 = \$5000

23-2



2740 Central Parkway
Montgomery, AL 36106
(334) 625-0456
www.bridgebuildersalabama.org

December 13, 2018

Mr. Doug Singleton
District V Montgomery County Commission
PO Box 1667 Montgomery 36102

Dear Commissioner Singleton,

On behalf of Bridge Builders Alabama, the Board of Directors would like to extend its sincere appreciation for your continued support over the years. Thanks to the generous donations of community members like the Montgomery County Commission, our program has impacted the lives of nearly 1,200 students and 17 schools in Montgomery County, as well as additional schools in a few surrounding counties, in our 11 years of operation.

We believe that we continue to change the face of our cities and the future of our state by helping ordinary youth find their voice, experience their power, and build positive relationships to do the extraordinary. The success of our mission depends on our hardworking and passionate students who are willing to step outside of their comfort zones and grow into dedicated community members. We recruit junior and senior students from all Montgomery public high schools (including magnet schools), parochial, private, and home schools, and to ensure that every student, regardless of their socio-economic background, can join our program, Bridge Builders Alabama is completely free to our students and their families.

We are proud to announce that this year we are enhancing our senior program by including an Urban Trek through our historical city of Montgomery, as well as life skill building activities to round out our educational curriculum. We believe that these exciting curriculum additions will help prepare our students for life after high school and foster a deeper connection with the Montgomery community.

We believe that every student has the potential to grow as passionate community leaders, and that is what drives us to provide a full scholarship to every student in our program. We are committed to offering any student the opportunity to expand on their potential, and as such we rely on the local community and business leaders for financial support. We are respectfully requesting \$25,000 from the entire County Commission to help support our endeavor to grow our curriculum and provide an engaging and supportive environment for our students to grow.

I look forward to hearing from you,

Jenny Ives

Jenny Ives
Board Chair
cc. Cassandra Crosby

Bridge Builders Alabama is a non-profit corporation organized under the laws of the State of Alabama and has been determined by the Internal Revenue Service to be exempt from federal income tax under Section 501(a) of the Internal Code of 1986 as amended, as an organization described in IRC Section 501(c)(3). Donors may deduct gifts as charitable contributions under Section 170 of the Code. You did not receive any goods or services of tangible value in consideration of your gift.

2018 Board of Directors
Jenny Ives, President
Amelia Barnes, VP
Radney Ramsey, Sec.
Justin Clark, Treasurer

Cassandra Crosby
Toby Roth
Larry McLemore
Bethany Burger

Tranum Fitzpatrick
Carey Owens
Holly Caraway
Anita Carter

Ed Reifenberg
Nichole Thompson
Christy Edwards
Brian Gary
Drew Woods

24-1

Name of Agency:

Y.E.S.(Youth Employment Services), INC.

Website:

None

Primary Physical Address with Zip Code:

164 East South Blvd. Montgomery, AL 36105

Executive Director Name:

Cederick Williams

Executive Director Phone:

334-357-9514

Year Organization Founded:

2017

Agency Mission/Function:

Our Mission is to empower our youth and their families with the tools needed to transform their lives by fostering hope through enrichment services that strengthen our community and our local workforce.

Function of Organization:

Please see 'About our Program' attachment.

Event/Activity to be Funded:

Y.E.S. INC.

How will funds be used?:

The funds will be used to support the program and services of Y.E.S. INC., which primarily focuses on getting youth, ages 16-24, gainful employment. We provide transportation, computer lab, instructors, software, food, equipment, insurance, gas for van, rental of program space and program supplies.

Amount Requested:

30,000

Other sources contacted for Funding and Amounts Requested and Received:

Walmart Stores: \$3250.00

Sams Club: \$2000.00

Dr. Leon Davis: \$1000.00

Campaign for Kids Fundraiser: \$3500.00

Executive Director: \$7,000.00

Donations from Board Members: \$1000.00

Montgomery City: \$20,000.00

Have you received funds from the Commission in the past?

No

ABOUT OUR PROGRAM

OUR PROGRAM IS CURRICULUM-BASED THROUGH READY TO WORK. CLASSES WILL BE THREE DAYS A WEEK: TUESDAYS(3:00pm to 6:00)AND THURSDAYS(3:00 to 6:00) THERE WILL BE COURSES TAUGHT ON TIME MANAGEMENT, RESUME WRITING, WORK ETHICS, DRESS FOR SUCCESS AND MUCH MORE. INSPIRATION WEDNESDAYS WILL BE SET APART FOR A SPEAKER (JUDGE, DOCTOR, LAWYER, COACH, ETC.) TO COME IN AND ENCOURAGE OUR YOUTH AND TO LET THEM KNOW THAT SUCCESS LIES WITHIN THEM. OUR GOAL IS TO HAVE A SUCCESS RATE OF 15 YOUTH PER MONTH BETWEEN THE AGES OF 16-24, TO BE THOROUGHLY TRAINED IN JOB READINESS THAT DIRECTS THEM TO JOB PLACEMENT THAT TURNS INTO SUCCESSFULL CAREERS.

ABOUT OUR PARTNERS

EASTER SEAL: THEY WILL EMPLOY 2 PEOPLE 55 AND OVER TO WORK 20 HOURS A WEEK IN OUR PROGRAM.

TRENHOLM TECH COLLEGE: FOR ALL OF OUR YOUTH THAT HAVE NOT OBTAINED A HIGH SCHOOL DIPLOMA. WE CAN SEND THEM TO THIS PARTNER AND THEY WILL BE ABLE TO ATTEND GED CLASSES FOR FREE TO OBTAIN THEIR GED.

MONTGOMERY AREA FOOD BANK: THEY ALLOW US TO PROVIDE FOOD, SNACKS AND JUICE FOR SPECIAL EVENTS.

STATE SURPLUS PROPERTY: THEY ALLOW US TO GET OFFICE EQUIPMENT, SUPPLIES AND FURNITURE AT A DISCOUNTED RATE.

IMPACT SCHOOL: THE STUDENTS WILL MAKE OUR BANNERS, FLYERS, BROCHURES, BUSINESS CARDS, LETTERHEAD AND BUILD A WEBSITE FOR OUR ORGANIZATION.

JOB CORPS: AS LONG AS WE SUPPLY THE MATERIAL, THE STUDENTS WILL BE ALLOWED TO COME IN AT NO ADDITIONAL COST AND DO CARPENTRY AND ELECTRICAL WORK FOR OUR ORGANIZATION.

MONTGOMERY COUNTY DHR: THIS PARTNER WILL SEND US VOLUNTEERS TO WORK WITH OUR ORGANIZATION, AND AFTER 30 DAYS DEPENDING ON JOB PERFORMANCE WE CAN OPT TO HIRE THEM WITH OUR ORGANIZATION.

MONTGOMERY CAREER CENTER: OJT AND WORK BASE LEARNING

MILITARY: WORK WITH OUR 17 YEAR OLD ON 2 WEEK BASIC TRAINING IN THE SUMMER AND ONE WEEKEND A MONTH DURING THEIR SENIOR YEAR. THEY WILL ALSO PAY FOR COLLEGE.

MONTGOMERY CHAMBER OF COMMERCE: THIS PARTNER IS A GREAT NETWORKING SOURCE THAT KEEPS US INFORMED ON ALL THE NEW AND UPCOMING BUSINESS IN THE CITY.

AIDT: THEY PROVIDE QUALITY WORKFORCE DEVELOPMENT FOR ALABAMA'S NEW AND EXPANDING BUSINESSES, AND TO EXPAND THE OPPORTUNITIES OF ITS CITIZENS THROUGH THE JOBS THESE BUSINESSES CREATE.

READY TO WORK: PROVIDES A CAREER PATHWAY FOR INDIVIDUALS WITH LIMITED EDUCATION AND EMPLOYMENT EXPERIENCE. TRAINING IS NO COST. UPON SUCCESSFUL COMPLETION OF THE PROGRAM GRADUATES WILL RECEIVE THE ACW CERTIFICATION BY AIDT AND THE NCRC CERTIFICATION ISSUED BY ACT.

- **ACW-ALABAMA CERTIFIED WORKER**
- **NCRC-NATIONAL CAREER READINESS CERTIFICATE**

BRADFORD HEALTH SERVICES: THEY WILL PROVIDE FREE COUNSELING FOR OUR STUDENTS DEALING WITH DRUG OR MENTAL ISSUES.

ADAM: THEY ARE A STAFFING AGENCY WHO WILL ORGANIZE AND ANALYZED ALL DRUG SCREENING, WHEN NEEDED.

MONTGOMERY PUBLIC HOUSING: THIS PARTNER IS ONE OF OUR MAIN OUTREACH AND RECRUITMENT SOURCES, THEY WILL ASSIST IN EVERY AREA OF RECRUITMENT.

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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

March 7, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Joint Designated Revenue Account

The 2019 funding of \$1,000,000 from the Poarch Creek Indians was received on February 21, 2019. During previous meetings you discussed funding the following appropriations from the Joint Designated Revenue Account when these funds were received:

- Southeastern Livestock Exposition, Inc., for Awards, Premiums and Expo Expenses – \$20,000
- MEOW Cares, Inc. for Program Expenses – \$12,000
- Alpha Upsilon Lambda Chapter Educational Foundation, Alpha Phi Alpha Fraternity, Inc., for Annual Martin Luther King, Jr., Memorial Breakfast – \$2,500
- The Liberty Learning Foundation for Program Expenses – \$12,500
- Alabama Dance Theatre for Program Expenses – \$15,000
- Alabama Kidney Foundation, Inc., for Education and Support Services – \$10,000

We can discuss these appropriations at Monday's meeting.

DLM/tll



STATE OF ALABAMA
ETHICS COMMISSION

MAILING ADDRESS
P.O. BOX 4840
MONTGOMERY, AL
36103-4840

STREET ADDRESS
RSA UNION
100 NORTH UNION STREET
SUITE 104
MONTGOMERY, AL 36104



COMMISSIONERS

Jerry L. Fielding, Ret. Sr. Circuit Judge, Chair
Frank C. "Butch" Ellis, Jr., Esq., Vice-Chair
Charles Price, Ret. Circuit Judge
Beverlye Brady, Esq.
John Plunk, Esq.

Thomas B. Albritton
Executive Director

TELEPHONE (334) 242-2997
FAX (334) 242-0248
WEB SITE: www.ethics.alabama.gov

February 14, 2019

To: All State, County and Municipal Entity Coordinators:

2018 Statement of Economic Interests (SEI) Forms due April 30, 2019

According to our records, all Board Members, Commission Members and Employees, who meet the filing requirements in your agency/department are required to file a Statement of Economic Interests form each year.

The online Statement of Economic Interests form is available for submission on our website, www.ethics.alabama.gov. Public officials and employees during the 2018 calendar year should file the SEI form electronically with the Alabama Ethics Commission. Retirees and former employees must also file, even if they only worked one day during the year. *Please do not include names of deceased individuals.*

If you have employees who do not have internet access, it is your responsibility to provide them with a copy of the current form. You may download the SEI form and instructions from our website. If your entity does not have internet access, please contact our office to request a Statement of Economic Interests form package.

If you have questions or concerns regarding SEI filings, the Entity Filer Application, or our website, please contact our office at 334.242.2997 to speak to one of our staff members.

Sincerely,

Cynthia Propst Raulston
General Counsel

Enclosure



ALABAMA HISTORICAL COMMISSION

468 South Perry Street
Montgomery, Alabama 36130-0900
334-242-3184 / Fax: 334-240-3477

Lisa D. Jones
Executive Director
State Historic Preservation Officer

February 25, 2019

Montgomery County Commission
101 S. Lawrence Street
Montgomery, Alabama 36104

MTGY CO. COMMISS
FEB 28 '19 AM 8:39

RE: Black Bricklayers Hall, 530 S. Union Street, Montgomery, Montgomery County, Alabama

Dear Commissioners:

The Alabama Historical Commission is pleased to inform you that the above referenced property has been favorably reviewed and is now listed on the Alabama Register of Landmarks and Heritage.

The Alabama Register is a prestigious listing of historic, architectural, and archaeological landmarks. These selected Alabama landmarks are worthy of both recognition and preservation. Listing on the state register is an honorary designation imposing no benefits or restrictions on property owners.

For additional information on the other programs offered by the Alabama Historical Commission, please contact me or visit our website at www.ahc.alabama.gov.

The Alabama Historical Commission appreciates your efforts to preserve Alabama's historic resources. I wish you much success in all endeavors and look forward to working with you on future preservation projects.

Very truly yours,

Hannah Garmon

Hannah Garmon
Coordinator, Alabama Register of Landmarks & Heritage
334.230.2644
Hannah.Garmon@ahc.alabama.gov

UPCOMING BIDS/CONTRACT RENEWALS

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Expiration Date</u>
<u>MARCH</u>						
	State of Alabama Contract T190	Leasing of Mail Machine	Personnel	Pitney Bowes		March 23, 2021
<u>APRIL</u>						
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli		April 16, 2019
	52110-18B-008	Law Enforcement Leather & Accessories	Sheriff Office	Gulf States	April 15, 2019	April 15, 2021
<u>MAY</u>						
	51965-16B-019	Security Cameras	Information Systems	Graybar		May 8, 2019
	52210-18B-02	Emergency Medical Treatment Transport	Sherriff's Office	Haynes Ambulance	May 30, 2019	May 30, 2021
	51965-18B-011	Computer Hardware Maintenance	Information System	SHI International Corporation	May 29, 2019	May 29, 2021
	52603-18B-012	Corrections Staff Uniforms	Youth Facility	Cintas Corporation	May 6, 2019	May 6, 2021

UPCOMING BIDS/CONTRACT RENEWALS

<u>JUNE</u>						
	53000-18B-016	Bituminous Plant Mix	Engineering	Wiregrass Construction Co., Inc.	June 14, 2019	June 14, 2021
	51901-18B-019	Air Filters & Service	Support Service	Lott Enterprise dba Filter Service	June 30, 2019	June 30, 2021
	51901-18B-014	Dumpster Rental & Trash Collection	Support Service	Liberty Disposal	June 30, 2019	June 30, 2021
	51901-18B-021	Private Data Network Probate/Revenue East	Information Systems	Troy Cable, Inc.		June 17, 2021
<u>JULY</u>						
	51901-16B-024	Montgomery County Parks Ground Maintenance	Support Service	SharpCut Lawn Service		July 31, 2019
	52200-18B-009	Commissary & Trust	Detention Facility	Keefe Commissary		July 2, 2021
	51100-18B-020	Residential Solid Waste Collection	County Commission	Amwaste, LLC		July 30, 2021
	52110-18B-022	Polo Shirts MCSO	Sheriff Office	LogoBranders	July 22, 2019	July 22, 2021
<u>AUGUST</u>						
	51901-16B-028	Pest Control Services	County Commission	Safe Guard Pest Control Services		August 31, 2019

UPCOMING BIDS/CONTRACT RENEWALS

	51988-17B-010	Vending Machine Services	County Commission	Buffalo Rock Company	August 14, 2019	August 14, 2020
	51910-17B-017	Delivery of Election Equipment	Election Center	Pro Movers and Storage		August 6, 2020
<u>SEPTEMBER</u>						
	51901-17B-027	Preventive Maintenance	Support Service	Climate Services	September 30, 2019	September 30, 2020
	52110-16B-033	Oil Service & Tire Rotation	Sheriff's Office	Stivers Ford		September 30, 2019
	51100-15B-027	Cafeteria Lease	County Commission	ASE Cakes and Catering, LLC		September 7, 2021
	53300-16B-030	Concrete Pipe	Engineering	Forterra Pipe & Precast		September 30, 2019
	State of Alabama Contract T190	Copy Machine Rental	Support Services	Sharp Electronics		September 30, 2019
	52601-17P-024	Manage and Operate Community Based Adolescent Alternative	Youth Facility	The Bridge, Inc.	September 30, 2019	September 30, 2020
	51901-18B-024	Landscape Maintenance Services	Recreations	Harrison and Associates Service, LLC	August 31, 2019	August 31, 2021
<u>OCTOBER</u>						

UPCOMING BIDS/CONTRACT RENEWALS

	52110-16B-038	Footwear	Sheriff's Office	Gulf States Distributors		October 16, 2019
	53000-16B-039	Metal Pipe	Engineering	Gulf Atlantic Culvert Co.		October 16, 2019
<u>NOVEMBER</u>						
	State of Alabama Contract T190	Leasing of Mail Machine	Support Services	Pitney Bowes		November 23, 2018
	51901-16B-035	Uniform Rental	Support Service	Cintas Corporation		November 30, 2019
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli		November 20, 2019
	51988-17B-003	Catering of Food Trays	County Commission	Chappy's Deli		November 20, 2019
	51965-17B-016	Internet Services	Information System	Information Transport Solutions		November 1, 2020
	51100-16B-004	Security Guard Service	County Commission	MSF, Inc.		November 30, 2018
<u>DECEMBER</u>						
	52200-19B-003	Inmate Uniforms	Detention Facility	Uniforms Manufacturing, Inc.	December 20, 2019	December 20, 2021
	51100-17B-004	Armored Car Services	Tax & Audit Probate	MAC Courier Services, LLC		December 31, 2019

UPCOMING BIDS/CONTRACT RENEWALS

	51100-18B-026	Clean Saturday Trash Pickup	County Commission	Liberty Disposal, Inc.	December 31, 2019	December 31, 2021
	51901-19B-007	Janitorial Services	Support Service	Fall Facility Services	December 31, 2019	December 31, 2021

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

Month Deposited	FY 2018 Collections	FY 2019 Collections	Increase (Decrease)	
			Amount	%
OCTOBER	39,141	33,453	(5,688)	-14.53%
NOVEMBER	36,171	45,157	8,986	24.84%
DECEMBER	36,427	35,397	(1,030)	-2.83%
JANUARY	31,941	33,831	1,890	5.92%
FEBRUARY	44,550	38,016	(6,534)	-14.67%
MARCH	39,285	38,808	(477)	-1.21%
APRIL	39,456			0.00%
MAY	41,031			0.00%
JUNE	52,193			0.00%
JULY	38,907			0.00%
AUGUST	38,160			0.00%
SEPTEMBER	44,546			0.00%
TOTAL	227,515	224,662	(2,853)	-1.25%

YTD Totals 2018

\$481,808

\$224,662

YTD Totals 2017

\$483,641

YTD Totals 2016

\$474,632

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

Statistical Report for February 2019

US Marshal Inmates Received	31
FBOP Inmates Received	43
US Marshal Inmate Carryovers from Previous Month	73
FBOP Inmate Carryovers from Previous Month	30
Total US Marshal Inmate Days	2033
Total FBOP Inmate Days	862
Total Federal Inmate Days	2895

State Inmates Received	332
State Inmate Carryovers from Previous Month	542
Total State Inmates in Facility this Month	874
Total State Carryovers to Next Month	513
Total State Inmate Days	14,867

Total Inmates (State and Federal Combined)	1051
Total Inmate Days (State and Federal Combined)	17,762
* Average Daily Population	<u>592</u>

Total Days Billed to the State	14,867
Amount Charged to the State	\$ 26,017.25
Sheriff's Allowance	\$ 315.00
Total Charged to the State	\$ 26,332.25

Total Spent for Food this Month	\$60,156.00
Amount Over Allowance	\$59,841.00
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$4.05

THE STATE OF ALABAMA,

Vendor Number

63600165305

Payable to

MCC & Derrick Cunningham

County Sheriff's Office.

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

February,

2019

Month

Year

Date	Total # In Jail	Insane	Juvenile	Federal	Other	# In Jail	State	Per	Capita	Sheriff's Allowance
1	536						536	\$	938.00	\$ 11.25
2	532						532	\$	931.00	\$ 11.25
3	530						530	\$	927.50	\$ 11.25
4	527						527	\$	922.25	\$ 11.25
5	530						530	\$	927.50	\$ 11.25
6	539						539	\$	943.25	\$ 11.25
7	531						531	\$	929.25	\$ 11.25
8	522						522	\$	913.50	\$ 11.25
9	521						521	\$	911.75	\$ 11.25
10	525						525	\$	918.75	\$ 11.25
11	520						520	\$	910.00	\$ 11.25
12	528						528	\$	924.00	\$ 11.25
13	539						539	\$	943.25	\$ 11.25
14	545						545	\$	953.75	\$ 11.25
15	537						537	\$	939.75	\$ 11.25
16	536						536	\$	938.00	\$ 11.25
17	533						533	\$	932.75	\$ 11.25
18	532						532	\$	931.00	\$ 11.25
19	530						530	\$	927.50	\$ 11.25
20	541						541	\$	946.75	\$ 11.25
21	545						545	\$	953.75	\$ 11.25
22	528						528	\$	924.00	\$ 11.25
23	530						530	\$	927.50	\$ 11.25
24	531						531	\$	929.25	\$ 11.25
25	525						525	\$	918.75	\$ 11.25
26	524						524	\$	917.00	\$ 11.25
27	525						525	\$	918.75	\$ 11.25
28	525						525	\$	918.75	\$ 11.25
29	0						0	\$	-	\$ -
30	0						0	\$	-	\$ -
31	0						0	\$	-	\$ -
Total	14867	0	0	0	0		14867	\$	26,017.25	\$ 315.00

Amount Chargeable to the State

(0900-14)

\$ 26,017.25

Sheriff's Allowance

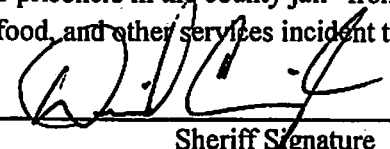
(0900-31)

\$ 315.00

Total Amount

\$ 26,332.25

Under penalty of perjury, I Derrick Cunningham, Sheriff of said County, swear or affirm that the payment request for \$ 26,332.25 Dollars is correct, that no part thereof has previously been requested, and that any funds requested on the above accounting and received by the sheriff's office, will, after the date hereof, be used only for their appropriated purpose: "food for prisoners in the county jail" from funds paid under authority of Ala. Code §14-6-42, and "preparing food, serving food, and other services incident to the feeding of prisoners" from funds under authority of Ala. Code §14-6-43.


 Sheriff Signature

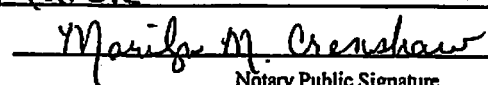
Sworn to and subscribe before me this

1st

day of

March

, 20 19


 Notary Public Signature

31-2

Standard Form 1034 Revised October 1997 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice # 0219 HSG	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101				DATE VOUCHER PREPARED 03/01/2019		SCHEDULE NO. PAID BY USMS M/AL Montgomery
				CONTRACT NUMBER AND DATE		
				REQUISITION NUMBER AND DATE		
PAYEE'S NAME AND ADDRESS [Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org] TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009				DATE INVOICE RECEIVED		
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NUMBER		
				SHIPPED FROM		TO
				GOVERNMENT BAL NUMBER		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE COST PER		AMOUNT (1)
FEB Jail Bill 2/01/2019 to 2/28/2019	02/28/2019	Housing of Federal Inmates Montgomery County Jail (See Attached List) Submitted by: IGA # 02-11-0009 COR: _____ PH-4AP-D02- -HSG-	2033	48 Day		97,584.00
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below) TOTAL 97,584.00						
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR BY 2 TITLE	EXCHANGE RATE =\$ = \$1.00	DIFFERENCES Amount verified; correct for payment (Signature or initials)		
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
(Date)		(Authorized Certifying Officer) 2		(Title)		
ACCOUNTING CLASSIFICATION						
SOC:25801 1591020XD H52 D02 HDH5000D						
PAID BY \$	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)	
	CASH	DATE		PAYEE 3		
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.					PER TITLE	

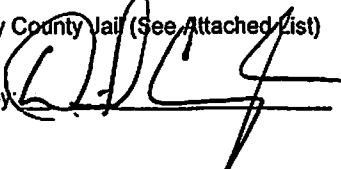
Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

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

31-3

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice #02-2019		
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION Federal Bureau of Prisons-Community Corrections Maxwell AFB-Building 1209 820 Willow Street Montgomery, AL 36112				DATE VOUCHER PREPARED 03/01/2019		SCHEDULE NO. PAID BY FBOP Montgomery	
				CONTRACT NUMBER AND DATE			
				REQUISITION NUMBER AND DATE			
PAYEE'S NAME AND ADDRESS Montgomery County Jail 225 South McDonough Street Montgomery, AL 36104 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org TAX ID# 63-6001653 H02 DUNS # 099839086				DATE INVOICE RECEIVED			
				DISCOUNT TERMS			
				PAYEE'S ACCOUNT NUMBER			
				SHIPPED FROM			
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE		AMOUNT (1)	
				COST	PER		
Feb Jail Bill 02/01/2019 to 02/28/2019	02/28/2019	Housing of Federal BOP Inmates Montgomery County Jail (See Attached List) Submitted by  COR: _____	862	48	Day	41,376.00	
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL	41,376.00
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR BY 2 TITLE	EXCHANGE RATE =\$1.00	DIFFERENCES Amount verified, correct for payment (Signature or initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
(Date)		(Authorized Certifying Officer) 2			(Title)		
ACCOUNTING CLASSIFICATION							
PAID BY \$	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)		
	CASH	DATE		PAYEE 3			
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						PER TITLE	

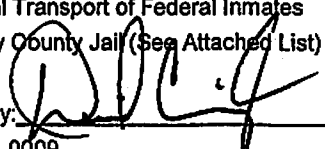
Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

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

31-4

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice # 0219 NMM		
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101				DATE VOUCHER PREPARED 03/01/2019		SCHEDULE NO. PAID BY USMS M/AL Montgomery	
				CONTRACT NUMBER AND DATE			
				REQUISITION NUMBER AND DATE			
PAYEE'S NAME AND ADDRESS Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009				DATE INVOICE RECEIVED			
				DISCOUNT TERMS			
				PAYEE'S ACCOUNT NUMBER			
				SHIPPED FROM			
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUANTITY	UNIT PRICE		AMOUNT (1)	
				COST	PER		
FEB Jail Bill 02/01/2019 to 02/28/2019	02/28/2019	Non-Medical Transport of Federal Inmates Montgomery County Jail (See Attached List)	798	0.58	Mile	462.84	
		Submitted by:  IGA # 02-11-0009	0	0.58		0.14	
		COR: _____					
		PT-4AP-D02- -TRP-					
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL 462.98	
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR BY 2 TITLE	EXCHANGE RATE =\$ =\$1.00	DIFFERENCES Amount verified; correct for payment (Signature or initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
(Date)		(Authorized Certifying Officer) 2			(Title)		
ACCOUNTING CLASSIFICATION							
SOC:25302/2292 1591020XD H52 D02 HDT5001D							
P A I D B Y	CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER ON (Name of bank)		
	CASH		DATE		PAYEE 3		
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						PER TITLE	

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

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

31-5

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

February 2019 Monthly Jail Report -- State Inmates

Number of Inmates Brought Over from Previous Month:

O/M	4	1.02%
W/M	74	16.33%
B/M	392	68.37%
W/F	23	6.12%
B/F	49	8.16%
O/F	0	0.00%
Total	542	100.00%

Number of Inmates Received During the Month:

O/M	1	0.30%
W/M	44	13.25%
B/M	218	65.66%
W/F	34	10.24%
B/F	34	10.24%
O/F	1	0.30%
Total	332	100.00%

Total Number of Inmates in Jail During the Month:

O/M	5	0.57%
W/M	118	13.50%
B/M	610	69.79%
W/F	57	6.52%
B/F	83	9.50%
O/F	1	0.11%
Total	874	100.00%

Number of Inmates Released or Removed During the Month:

O/M	0	0.00%
W/M	49	13.57%
B/M	231	63.99%
W/F	35	9.70%
B/F	45	12.47%
O/F	1	0.28%
Total	361	100.00%

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

O/M	5	0.97%
W/M	69	13.45%
B/M	379	73.88%
W/F	22	4.29%
B/F	38	7.41%
O/F	0	0.00%
Total	513	100.00%

31-6

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

February 2019 Monthly Jail Report -- U.S. Marshal Inmates

Number of Inmates Brought Over from Previous Month:

O/M	11
W/M	15
B/M	44
W/F	2
B/F	1
O/F	0
Total	73

Number of Inmates Received During the Month:

O/M	0
W/M	10
B/M	18
W/F	2
B/F	1
O/F	0
Total	31

Number of Inmates in Jail During the Month:

O/M	11
W/M	25
B/M	62
W/F	4
B/F	2
O/F	0
Total	104

Number of Inmates Released or Removed During the Month:

O/M	3
W/M	6
B/M	18
W/F	2
B/F	1
O/F	0
Total	30

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

O/M	8
W/M	19
B/M	44
W/F	2
B/F	1
O/F	0
Total	74

31-7

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

February 2019 Monthly Jail Report -- Federal Bureau of Prison Inmates

Number of Inmates Brought Over from Previous Month:

O/M	3
W/M	9
B/M	18
W/F	0
B/F	0
O/F	0
Total	30

Number of Inmates Received During the Month:

O/M	0
W/M	1
B/M	12
W/F	0
B/F	0
O/F	0
Total	13

Number of Inmates in Jail During the Month:

O/M	3
W/M	10
B/M	30
W/F	0
B/F	0
O/F	0
Total	43

Number of Inmates Released or Removed During the Month:

O/M	0
W/M	1
B/M	22
W/F	0
B/F	0
O/F	0
Total	23

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

O/M	3
W/M	9
B/M	8
W/F	0
B/F	0
O/F	0
Total	20