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

August 17, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the August 21, 2017
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, August 21, 2017, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

The Montgomery County Extension Office Luncheon and Annual Report to the County Commission will be held on Monday, August 21, 2016, at their office immediately following the Commission meeting.

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

1. County Commission Information Session Schedule for August 21, 2017

Waived Rules Items to Consider for August 21, 2017

2. Consider Authorization of Grant Application to the Department of Justice for the Edward Byrne Memorial Justice Assistance Grant for Fiscal Year 2017, Sheriff's Office
3. Consideration Adoption of Resolution concerning the Submission of the 2017 Community Development Block Grant (CDBG) Housing Rehabilitation Application for the Eastwood Villa Neighborhood, County Commission

Items to Consider for the Tuesday, September 5, 2017 Montgomery County Commission Regular Meeting Agenda

4. Consider Authorization of Renewal of Pictometry Connect Custom Access License Agreement for the GIS & Cadastral Mapping Department, Appraisal Department
5. Consider Authorization of Renewal of the Environmental Systems Research Institute, Inc., (ESRI) Software Maintenance Agreement for the GIS & Cadastral Mapping Department, Appraisal Department
6. Consider Authorization of Renewal of Memorandum of Agreement with the City of Montgomery regarding the Director of Risk Management Position, County Commission
7. Consider Authorization of Insurance Renewals and Request for Proposal for Excess Workers Compensation, Risk Management
8. Consider Authorization of Amendment Number 1 to Contract with Gulf Atlantic Culvert Co., Inc., regarding a One (1) Year Extension and 2% Pricing Increase for Metal Pipe, Engineering Department
9. Consider Authorization of Memorandum of Agreement with the Administrative Office of Courts for Reimbursement of Salary paid to a Court Referee for the 15th Judicial Circuit for the period beginning October 1, 2017 and ending September 30, 2018, Youth Facility
10. Consider Authorization of Amendment Number 3 to Contract with Sea Coast Disposal, Inc., regarding a One (1) Year Extension and 4.9% Pricing Increase for Clean Saturday Refuse Collection Services, County Commission
11. Consider Authorization of Agreement with the State of Alabama Department of Examiners of Public Accounts regarding Reimbursement of Costs Associated with the Annual Audit of Federal Financial Assistance Received by Montgomery County, County Commission
12. Consider Authorization of Payment of 2017-2018 Membership Dues to the Association of County Commissions of Alabama (ACCA), County Commission **(The Dues are the same as last year)**

Personnel Actions

13. Consider Authorization to Hire a Community Corrections Officer at Step 4, Pay Grade A06 (\$40,126), Community Corrections

General Information

14. Copy of Letter from Liberty Learning Foundation, Inc., requesting Funding in the Amount of \$25,000 for The Super Citizen Programs for the 2017-2018 Academic Year **(On 11/21/16, the County Commission approved a Budget Change Request in the amount of \$25,000 for Program Expense)**
15. Copy of Letter from Director of Development Kimberly Baker with Valiant Cross Academy requesting Funding in the Amount of \$42,963.06 for Uniforms and Computers **(On 11/7/16, The Commission approved a Budget Change Request in the amount of \$20,000 for computer equipment and smart board system. On 10/17/16, Chairman Dean, Commissioner Harris and Commissioner Hall appropriated \$500 from each of their accounts.)**
16. Copy of Commercial Card Solution Information, BBVA Compass Commercial Card Agreement and Related Addendum to Commercial Card Agreement, Incentive Payment Agreement with BBVA Compass Bank, County Commission
17. Copy of Memorandum from Grant Manager Regina Walker with the Sheriff's Office requesting to Pursue the National Rifle Association Grant, the 2017 Homeland Security Competitive Grant, and the Edward Byrne Memorial JAG Equipment Grant
18. Copy of Letter from District Attorney Daryl D. Bailey regarding Helping Montgomery Families Initiatives (HMFI) Funding for FY2017-2018
19. Copy of Invoice in the Amount of \$32,000 from the Montgomery Education Foundation regarding Support for the Brain Forest Summer Learning Program (The Brain Forest Summer Learning Program is sponsored by the Montgomery Education Foundation. This program had an \$80,000 shortfall when the State Department of Education realigned the Montgomery County Board of Education's Summer Funding. A 60/40 allocation between the City and County would result in the County appropriating \$32,000 for this Program) **(On 5/16/16, Commissioner Harris appropriated \$1,000 from his account to this organization. The County Commission appropriated in the Budget \$45,000 to the Montgomery Education Foundation from the General Fund for FY 2016-2017)**
20. Copy of Letter from Executive Director Beth Anne Dunagan with E.A.T. South Farm requesting Funding in the Amount of \$10,000 for Fiscal Year 2017-2018 **(On 8/15/16, Vice Chairman Walker appropriated \$2,000 from her account and the Commission approved a Budget Change Request in the amount of \$8,000 for Program Expense.)**
21. Copy of Schedule of Upcoming Bids/Contract Renewals for August – October 2017
22. Copy of Service of Process Fee (Sheriff Process Fee) Collection Report for August 2017
23. Copies of Revenue Reports for July 2017 from Tax and Audit Department

24. Copy of Population Report for July 2017 for the Mac Sim Butler Detention Facility
25. Copy of Census and Fiscal Report for July 2017 for Community Corrections

If you have any questions, please contact me.

/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
AUGUST 21, 2017

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:05 a.m. GIS & Cadastral Mapping Manager Todd Grant – Renewal of Pictometry Connect Custom Access License Agreement for the GIS & Cadastral Mapping Department **(Future Agenda Item 4)** and Renewal of the Environmental Systems Research Institute, Inc., (ESRI) Software Maintenance Agreement for the GIS & Cadastral Mapping Department **(Future Agenda Item 5)**
- 8:10 a.m. Vice President of Development Becky Saunders and Executive Vice President of Business Development Reeivice Girtman with Liberty Learning Foundation – Presentation requesting Funding in the Amount of \$25,000 for The Super Citizen Programs for the 2017-2018 Academic Year **(On 11/21/16, the County Commission approved a Budget Change Request in the amount of \$25,000 for Program Expense) (General Information Item 14)**
- 8:20 a.m. Director of Risk Management Scott Kramer - Presentation regarding Renewal of Memorandum of Agreement with the City of Montgomery regarding the Director of Risk Management Position **(Future Agenda Item 6)** and Insurance Renewals and Request for Proposal for Excess Workers Compensation **(Future Agenda Item 7)**
- 8:30 a.m. Director of Operations Fred Brock and Director of Development Kimberly Baker with Valiant Cross Academy – Presentation requesting Funding in the Amount of \$42,963.06 for Uniforms and Computers **(On 11/7/16, The Commission approved a Budget Change Request in the amount of \$20,000 for computer equipment and smart board system. On 10/17/16, Chairman Dean, Commissioner Harris and Commissioner Hall appropriated \$500 from each of their accounts.) (General Information Item 15)**
- 8:40 a.m. Senior Vice President/Public Funds Manager Donna G. Cooper and Senior Vice President of Commercial Payment Solutions Wesley Worsham with BBVA Compass Bank – Presentation regarding BBVA Compass Commercial Card Agreement and Related Addendum to Commercial Card Agreement, Incentive Payment Agreement with Compass Bank **(General Information Item 16)**
- 8:50 a.m. Executive Director Paul Brown with Community Corrections – Presentation regarding Authorization to Hire a Community Corrections Officer at Step 4, Pay Grade A06 (\$40,126) **(Personnel Action Item 13)**
- 8:55 a.m. Sheriff Derrick Cunningham – Presentation regarding Grant Application to the Department of Justice for the Edward Byrne Memorial Justice Assistance Grant for Fiscal Year 2017 **(Waived Rules Item 2)** and Request to Pursue the National Rifle Association Grant, the 2017 Homeland Security Competitive Grant, and the Edward Byrne Memorial JAG Equipment Grant **(General Information Item 17)**

INFORMATION SESSION SCHEDULE

PAGE 2

AUGUST 7, 2017

- 9:00 a.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems Operations
- 9:05 a.m. County Engineer George Speake – Presentation regarding Amendment Number 1 to Contract with Gulf Atlantic Culvert Co., Inc., regarding a One (1) Year Extension and 2% Pricing Increase for Metal Pipe (**Future Agenda Item 8**)
- 9:10 a.m. Chief Administrator Rhonda Cape with the District Attorney's Office – Presentation regarding Helping Montgomery Families Initiatives (HMFI) Funding for FY2017-2018 (**General Information Item 18**)
- 9:15 a.m. Community Development Manager Leslie York with Central Alabama Regional Planning and Development Commission – Presentation regarding Resolution concerning the Submission of the 2017 Community Development Block Grant (CDBG) Housing Rehabilitation Application for the Eastwood Villa Neighborhood (**Waived Rules Item 3**)
- 9:20 a.m. Acting Juvenile Court Administrator Beverly Wise – Presentation regarding Memorandum of Agreement with the Administrative Office of Courts for Reimbursement of Salary paid to a Court Referee for the 15th Judicial Circuit for the period beginning October 1, 2017 and ending September 30, 2018 (**Future Agenda Item 9**)
- 9:30 a.m. Formal Session of County Commission
- 10:00 a.m. Finance Director Sherrill Thomas – Presentation regarding 2017-2018 Budget
- 10:15 a.m. Adjourn



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

DATE : August 3, 2017

SUBJECT: 2017 Edward Byrne Memorial
Justice Assistance Grant

2017 AUG 16 PM 4:15
DERRICK CUNNINGHAM

This is to advise you that the Sheriff's Office will be applying for the Edward Byrne Memorial Justice Assistance Grant (JAG Local) for fiscal year 2017. As required, we are notifying our local unit of government of our intention of applying for this grant along with the City of Montgomery.

I am requesting that the Commission waive rules and add this item to August 21, 2017 County Commission agenda for approval by the County Commission. The total amount of this grant is \$83,896.00 and will be split with the City of Montgomery receiving 60% (\$50,337.60) of the grant and the County of Montgomery receiving 40% (\$33,558.40) of the grant. This grant requires no matching funds.

If you are in need of any additional information, please do not hesitate to contact me.

DC/rw

2-1

Public Hearing Notice

The Montgomery County Commission will hold a public hearing to discuss the Montgomery County Sheriff's Office application to the Department of Justice, Justice Assistance Grant for FY 2017. The Montgomery County Commission will consider the issue at the County Commission meeting scheduled for 9:30 a.m. on Monday, August 21, 2017. The Commission will meet in the County Commission Chambers, on the 1st floor at 101 South Lawrence Street, Montgomery, AL. Those wishing to comment may do so at that time.

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams, Jr.
Chairman

Greg Clark
Executive Director

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Leslie York
Community Development Manager

DATE: August 16, 2017

RE: 2017 CDBG Application Consideration for
Housing Rehabilitation in Eastwood Villa Community

Please be advised that on 7/10/2017 I briefed the County Commission on the upcoming 2017 CDBG grant application deadline. At the 8/7/2017 Commission meeting a Public Hearing was held to gain citizen input on projects to be considered for this year. The possibility of resubmitting a CDBG application for housing rehabilitation in the Eastwood Villa Community was again a project for consideration.

As a requirement for CDBG application submission, the County Commission must resolve to submit an application as well as pledge required matching funds for the project. I apologize for the late submission of the required Resolution, but I must request that the Commissioners be asked to waive rules and adopt the attached Resolution. This Resolution must be placed on the 8/21/2017 agenda in order to meet the 8/31/2017 CDBG application submission deadline.

I will be at the Commission meeting on 8/21/2017 to answer any follow-up questions. Thank you for your assistance.

RESOLUTION NO. _____

WHEREAS, the Montgomery County Commission is eligible to submit an FY 2017 application for funding assistance made available under the Housing and Community Development Act of 1974, as amended, through the Community Development Block Grant (CDBG) Program administered by the Alabama Department of Economic and Community Affairs (ADECA); and,

WHEREAS, it has been determined that the greatest community development need that exists in the County which can be best addressed by the CDBG County Competitive Fund is providing housing rehabilitation assistance in a specific neighborhood of the County, namely Eastwood Villa, that has been identified as requiring such assistance and consisting of predominantly low-and-moderate income persons; and

WHEREAS, as a condition of approval of a CDBG project, there must be sufficient matching funds of no less than 10% committed to a project; and

WHEREAS, the Montgomery County Commission intends to provide its match commitment from program participants receiving rehabilitation assistance, and as required by ADECA, in the event homeowner match does not materialize, officially commits stated matching funds to the project.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Commission, as follows:

SECTION 1. That the Montgomery County Commission submits an FY 2017 CDBG County Competitive Fund application to ADECA for funding assistance in the amount of \$350,000 for the purpose of implementing a housing rehabilitation program in the Eastwood Villa neighborhood of the County.

SECTION 2. That the Montgomery County Commission hereby agrees to commit \$35,000 of matching funds toward the project and that said funds will not be spent on private property but will instead be used for professional services or necessary clearance testing should sufficient funds not be provided by participating homeowners.

SECTION 3. That Elton N. Dean, Sr., in his capacity as Chairman of the Montgomery County Commission, is hereby authorized and directed to execute all required application documents on behalf of the County, and take such other actions as may be required to implement the project should it be funded.

PASSED, ADOPTED AND APPROVED this 21st day of August, 2017.

ATTEST:

Elton N. Dean, Sr., Chairman

Donald L. Mims, County Administrator

August 4, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

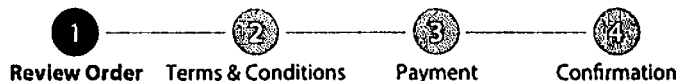
SUBJECT: Eagle View Technologies, Inc. and Pictometry International Corp.

Attached hereto, please find the Pictometry Connect Custom Access license renewal agreement for the Office of the Revenue Commissioner's GIS & Cadastral Mapping Department in the amount of \$2,200.00

I request that approval of the ESRI software maintenance renewal agreement be placed on the next agenda.

RTG

Attachment

**Bill To:**

Montgomery County, AL
 101 South Lawrence Street
 Montgomery, Alabama 36043

Date: 8/02/2017

Account Executive: Nathan Roberson

Qty	Item/Description	Unit Price	Total Discount	Ext. Price
1.00	Pictometry Connect - CA - 50 Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.	\$2,200.00	0%	\$2,200.00

License Term: 1 Year

Imagery: AL Montgomery, AL Montgomery Metro

Total: \$2,200.00
 (+ applicable taxes)

Back

Next

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August 4, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

SUBJECT: ESRI Software Maintenance Renewal

Attached hereto, please find the Environmental Systems Research Institute, Inc. (ESRI) software maintenance renewal agreement for the Office of the Revenue Commissioner's GIS & Cadastral Mapping Department in the amount of \$23,900.00

I request that approval of the ESRI software maintenance renewal agreement be placed on the next agenda.

RTG

Attachment



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 07/02/2017
To: Todd Grant
Organization: Montgomery County Alabama
Re GIS & Cadastral Mapping Dept
Fax #: 334-832-2535 **Phone #:** 334-832-1607

From: Kale Flordelis
Fax #: 909-307-3083 **Phone #:** 909-793-2853 Ext. 2521
Email: kflordelis@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #25795980
Document Date: 07/02/2017

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28532521
Fax #: 909-307-3083

Quotation

Date: 07/02/2017**Quotation Number:** 25795980

Montgomery County Alabama
Re GIS & Cadastral Mapping Dept
101 S Lawrence St
Montgomery AL 36104-4268
Attn: Todd Grant

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Kale Flordelis

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

Customer Number: 159286

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 10/01/2017 End Date: 09/30/2018	3,000.00	3,000.00
1010	4	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 10/01/2017 End Date: 09/30/2018	1,200.00	4,800.00
2010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 10/01/2017 End Date: 09/30/2018	500.00	500.00
3010	14	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 10/01/2017 End Date: 09/30/2018	400.00	5,600.00
4010	1	161326	10,000.00	10,000.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Kale Flordelis **Ext:** 2521

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28532521
Fax #: 909-307-3083

Quotation

Page 2

Date: 07/02/2017

Quotation Number: 25795980

Item	Qty	Material#	Unit Price	Extended Price
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ArcGIS Enterprise Advanced Up to Four Cores Maintenance
Start Date: 10/01/2017
End Date: 09/30/2018

Item Subtotal	23,900.00
Estimated Tax	0.00
Total	USD 23,900.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[CSBATCHDOM]

5-4



esri

380 New York Street
Redlands, CA 92373
Phone: 909-793-28532521
Fax #: 909-307-3083

Quotation

Page 3

Date: 07/02/2017 Quotation No: 25795980 Customer No: 159286

Item	Qty	Material#	Unit Price	Extended Price
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IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

____ I agree to pay any applicable sales tax.

____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

[CSBATCHDOM]

5-5

August 10, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Risk Management Director

SUBJECT: City / County Risk Management Director Contract

I would like the opportunity to discuss renewing the referenced contract with the County Commission at the next meeting. On September 2, 2014, the City and County entered into a contract for a period of three years to share the services of the Risk Management Director. There have been no changes to the contract with the exception of the effective date. I have attached the updated contract.

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** ("Agreement") is entered into this day 2nd of September 2017, between the City of Montgomery ("City") and the Montgomery County Commission ("Commission") collectively referred to as Parties.

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

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

WHEREAS, as a result of this effort, the Parties lowered their overall cost for information technology, telecommunication and radio operations, and

WHEREAS, the Parties have identified another area to create such efficiency through the position entitled Director of Risk Management ("Director"), and

WHEREAS, the Director's primary responsibility is to lower the cost to the City and County relating to third party contracts for employee health benefits, workers' compensation and other services relating to risk management.

NOW THEREFORE, the Parties agree to the following:

1. **Agreement Period.** The term of this Agreement shall be for a term of three years commencing at the date of execution by the authorized representatives from both governing entities.

2. **Duties of the Director.** Except as otherwise provided in this Agreement, the Director of Risk Management shall report to the County Administrator. The Director shall manage and supervise the staff of the County that possess direct jurisdiction over risk management matters. However, the Director shall coordinate his or her activities through the City's Chief of Staff relating to any matters involving the City and its staff that possess direct jurisdiction over risk management matters for the City.

3. **Joint Risk Management Committee.** (a) Upon execution of this Agreement, the Joint Risk Management Committee ("Committee") is established. The Committee shall be composed of five members, with two members appointed by the Mayor, two members appointed by the Chair of the County Commission and one member appointed jointly by the Mayor and the

Chair of the County Commission. The members appointed to the Committee shall have a minimum of three-year's experience in human resource management, risk management, finance, or operation control issues. The Committee shall meet every three months to review the City and County employee benefits strategy relating to third party contracts for health benefits, workers' compensation and other services relating to risk management.

(b) The duties and responsibilities of the Director to the Committee shall include, but not be limited to: negotiating all third party contracts for liability, property, detention facility medical, employee health benefits, workers' compensation and other benefit services, developing the request for proposals for solicitation to vendors of services, advising and providing analysis of cost effective ways to address cost implications due to the Affordable Care Act, participating in mediation proceedings relating to employee benefit claims, developing policy and procedures to ensure compliance with state and federal laws relating to health care benefits, workers' compensation and other benefits services.

(c) Any third party contract for employee health benefits, workers' compensation and other services relating to risk management shall be approved by a majority of the Committee; however, the City and County reserve the right to reject any recommendation by the Committee it believes is not in the best interest of its governing body.

4. Compensation and Financial Obligation. The Director shall be compensated at a rate set by the City/County Personnel. The City shall pay to the County: 70 percent of the salary and benefits to the Director of Risk Management prorated to a daily rate based on 365 days divided into the annual salary and benefits of the Director of Risk Management for use of these management services through the term of this Agreement. The City shall pay the County once every three months within 30 days after receipt of an invoice from the County. The payment to the County shall increase as the salary and benefits increase for the Director. For purposes of this Agreement, the term "benefits" shall not include travel expenses or car allowance.

5. Termination. This Agreement may be terminated by the City or the County upon giving written notice to the other party within six months of the annual evaluation date of the Director. All proprietary information in the possession of the Director will be returned to the governing entity.

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

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

Todd Strange, Mayor
City of Montgomery

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

Witness

Witness

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

DANIEL HARRIS, JR.
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WWW.MC-ALA.ORG

August 16, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Director of Risk Management

SUBJECT: Insurance Renewals / RFP for Excess Workers Compensation

• **Insurance Renewals**

- Property Insurance – the rates and deductible amount will remain the same as this past year with Affiliated FM. Currently, the rate is .492 per \$1,000 of value with a \$10,000 deductible. The projected premium is \$112,000.
- Liability Insurance - the rates are projected to increase 2-3% and the deductible amount will remain the same as this past year with States Risk Retention Group. The coverage amount is \$5 Million with a deductible of \$750,000 and the projected premium is \$195,000.
- Excess Health - the rate has a 1% increase from the monthly composite rate of \$11.12 / employee plus an additional 5% to keep the premium reward feature with Optum. Based on our experience, we will receive premium rewards for approximately \$22,000 which represents 13.3% of the premium. The deductible will remain the same at \$250,000. The projected premium is \$153,000
- Life Insurance – Effective June, 1 2016 after an RFP process, Standard Life administers the group life policy at a rate of \$.10 / \$1,000 value of salary and the group AD&D at a rate of \$.015 / \$1,000 value of salary. These rates were secured through June 1, 2018.
- Health Insurance – BCBS will administer the claims for this coverage based upon \$42.50 per contract per month for health and \$2.00 per contract per month for dental. Workers compensation fees will remain at 8.4% of paid claims. BCBS will outsource the administration of the Flexible Spending Account Plan and Health Reimbursement Account to Health Equity at a rate of \$3.95 per employee. There

is an additional fee of \$1.00 per contract per month for the data interfacing with the current behavioral health carrier. The COBRA rates will remain the same as last year.

- Vision Insurance – VSP will continue to administer our vision plan at the same rate as last year - \$3.68 for Individual and \$10.13 for family. However the co-pay for the eye exam will decrease from \$30 to \$20. The materials co-pay will also decrease from \$30 to \$20. In addition, the allowance will increase from \$120 to \$140.
- **Request for Proposal – Excess Workers Compensation Coverage** – The winning proposer is New York Marine & General Insurance which is the current provider. The rates will decrease by 1% to .189 per \$100 of payroll. This rate is guaranteed for a two year period. The deductible amount will decrease to \$500,000 (and \$750,000 for sworn officers). Currently, the rate is based on .1906 per \$100 of payroll and the deductible is \$600,000 (and \$750,000 for sworn officers). The projected premium is \$72,000.

cc: Florence Cauthen, Deputy Administrator

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II 

DATE: August 8, 2017

RE: Contract No. 53000-16B-037
Metal Pipe

I request that the attached Amendment No. 1 to Gulf Atlantic Culvert Co., Inc. contract for metal pipe be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning October 17, 2017 and ending on October 16, 2018.

Gulf Atlantic Culvert Co., Inc. would like to increase pricing by 2% 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 George Speaker, County Engineer.

Attachment

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

**Amendment
To
Contract # 53000-16B-037**

Amendment No. 1

Contract with Gulf Atlantic Culvert Co., Inc. for metal pipe is hereby extended for one (1) year, beginning October 17, 2017 and ending October 16, 2018.

Prices will increase by 2%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

GULF ATLANTIC CULVERT CO., INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

**Montgomery County
Youth Facility**

Memo

To: Mr. Donald L. Mims
From: Beverly Riddle Wise
DATE: August 11, 2017
RE: Memorandum of Understanding with Administrative Office of Courts

Please place the attached Memorandum of Understanding between the Administrative Office of Courts and the Montgomery County Commission on the next work session for consideration. This MOU authorizes Vicky Toles to serve as a temporary Court Referee at the Family Court, Juvenile Division, where she will administer detention and shelter care hearings.

Thank you for your consideration in this matter.



MEMORANDUM OF UNDERSTANDING

Between the Administrative Office of Courts and The Montgomery County Commission

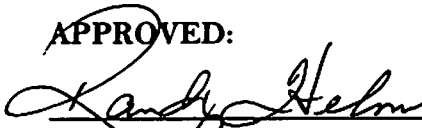
I. This Memorandum of Understanding ("MOU") is hereby entered into by and between the State of Alabama (hereinafter referred to as the "State"), acting through the Administrative Office of Courts of the Unified Judicial System of Alabama (hereinafter referred to as the "AOC"), and the Montgomery County Commission (hereinafter referred to as the "Commission") for the public purpose of reimbursing the AOC for certain salary and fringe benefits (not to exceed a gross salary amount of \$50,119.20) paid by the AOC to the temporary Court Referee Vicky Toles of the Fifteenth Judicial Circuit. Referee Toles will be paid an hourly rate of \$38.60 and will work a maximum of 25 hours per week. Ms. Toles will administer detention and shelter care hearings for the Juvenile Court. This MOU is effective for the period beginning October 1, 2017 and ending September 30, 2018.

II. AOC and the Commission agree that this transfer of funds in no way obligates the Commission to provide permanent or additional funding for this position in future months or years beyond the period stated. Should AOC receive additional state funding for this referee position, AOC shall refund the Commission any unused portion of the funding provided by the Commission.

III. AOC will invoice the Commission at the end of each quarter in FY 2018 for all salary and fringe benefits paid. Any inquiries made to the AOC may be directed to Jennifer Moorer, AOC Accountant. Checks shall be written to the order of the Administrative Office of Courts addressed to the attention: Bob Bradford, Administrative Office of Courts, 300 Dexter Avenue, Montgomery, AL 36104-3741.

IV. The AOC, employee, and/or Commission may terminate this MOU without penalty by providing all parties fourteen (14) days written notice. This MOU replaces any MOU approved prior to the effective date of this document.

APPROVED:



Randy Helms, ADC
Administrative Office of Courts

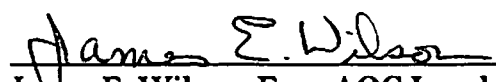
8/10/17

Date

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

Date

REVIEWED BY:



James E. Wilson, Esq., AOC Legal Division

August 10, 2017

Date

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: August 11, 2017

RE: Contract No. 51100-15B-033
Clean Saturday Refuse Collection Service

I request that the attached Amendment No. 3 to Sea Coast Disposal, Inc. contract for Clean Saturday Refuse Collection Services be considered for approval on a future agenda.

Amendment No. 3 will allow the contract to be extended for one (1) year, beginning November 1, 2017 and ending on October 31, 2018.

Sea Coast Disposal, Inc. would like to increase pricing by 4.9% 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 George Speake, County Engineer.

Attachment

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

Amendment
To
Contract # 51100-15B-033

Amendment No. 3

Contract with Sea Coast Disposal, Inc. for Clean Saturday Refuse Collection Services is hereby extended for one (1) year, beginning November 1, 2017 and ending October 31, 2018.

Prices will increase by 4.9%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

SEA COAST DISPOSAL, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Ronald L. Jones
Chief Examiner

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251

State of Alabama
Department of
Examiners of Public Accounts

Telephone (334) 242-9200
FAX (334) 242-1775

Location:
Gordon Persons Building
50 North Ripley Street, Room 3201
Montgomery, AL 36104-3833

August 2, 2017

Hon. Elton N. Dean, Sr., Chairman
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Mr. Dean:

Enclosed is the agreement between the Department of Examiners of Public Accounts and the Montgomery County Commission for an audit of the federal assistance received by your office.

Please sign and date the two (2) copies of the agreement and return one (1) copy to the County Audit Division of our Department.

Sincerely,

A handwritten signature in black ink that reads "James E. Hall".

James E. Hall, CPA
Director County Audit Division

JEH/np

Enclosure

2017 AUG 14 PM 3:51

STATE OF ALABAMA
MONTGOMERY COUNTY

AGREEMENT

This agreement by and between the Department of Examiners of Public Accounts (EPA) and the Montgomery County Commission (MCC) becomes effective upon full execution.

It is agreed that the EPA will audit the MCC for the one (1) year period October 1, 2015 through September 30, 2016. The audit will encompass a financial audit in accordance with the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, an audit of compliance with applicable laws and regulations of the State of Alabama, and an audit of compliance with applicable laws and regulations of the Federal government in accordance with the OMB's *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* ('the *Uniform Guidance*') and the Single Audit Act Amendments of 1996, as amended.

MCC agrees to reimburse EPA for its necessary and reasonable costs to conduct the audit, which include personnel costs and travel expenses incurred at amounts authorized by the State Travel Law. The maximum cost of this agreement to MCC shall not exceed fourteen thousand four hundred eighty-four dollars (\$14,484.00). MCC agrees to pay 90% of this cost of this agreement upon full execution and 10% after completion of field work as evidenced by invoices from the Department of Examiners of Public Accounts.

EPA agrees to furnish all required copies of audit reports to federal grantor agencies in addition to copies provided to MCC.

EPA agrees that all working papers shall be made available upon request for review by the federal grantor agencies consistent with State Law. EPA agrees to retain all working papers

and reports for a minimum of five (5) years from the date of the audit report, unless EPA is notified in writing to extend the retention period.

EPA agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, EPA shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with EPA's hiring practices to execute an affidavit to this effect on the form supplied by the MCC and return the same to the MCC. EPA shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the MCC may require to confirm EPA's enrollment in the E-Verify Program. EPA agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If EPA receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the MCC and shall comply with the Immigration Reform and Control Act of 1986, as amended by the

Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. EPA shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If EPA violates any term of this provision, this Agreement will be subject to immediate termination by the MCC. To the furthest extent permitted by law, EPA shall defend, indemnify and hold harmless the MCC from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to EPA's failure to fulfill its obligations contained in this paragraph

MCC agrees to make available to EPA all financial and operating data determined necessary by EPA to conduct the audits. MCC agrees to provide a working area for personnel of EPA, which facilitates efficient field work.

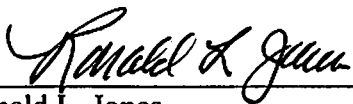
This agreement and all promises made by MCC are made subject to availability of sufficient funds.

The parties shown below have executed this agreement to become effective on the date specified previously and under all conditions described herein.

IN WITNESS THEREOF, the parties hereto have affixed their hands and seals this

_____ day of _____, 20__.

STATE OF ALABAMA
Department of Examiners
of Public Accounts



Ronald L. Jones
Chief Examiner

STATE OF ALABAMA
Montgomery County Commission

Elton N. Dean, Sr.
Chairman



August 1, 2017

INVOICE

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

2017-2018 Association Dues

\$14,124

Please make checks payable to ACCA and mail to:
ACCA
P.O. Box 5040
Montgomery, AL 36103-5040

Payment Due October 1, 2017



P.O. Box 5040 • Montgomery, Alabama 36103
Telephone 334-263-7594 • Fax 334-263-7678

www.alabamacounties.org

Hon. Bill Strickland, Marshall County, President

Sonny Brasfield, Executive Director

August 1, 2017

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

Dear Chairman Dean:

The Association of County Commissions of Alabama is approaching the conclusion of another productive year for county government. Marshall County's Bill Strickland has been an outstanding president and we look forward to the next 12 months under the leadership of Dale County Commissioner Steve McKinnon.

I join the Board of Directors in expressing appreciation for your county's support for and participation in the Association's activities. Your financial support of the Association as well as the personal involvement of county commission members and county employees are essential to our efforts to be the unified voice for Alabama's counties.

As we look toward 2017-2018, I am pleased to report that the Association's dues structure will remain unchanged for the upcoming year. We are aware your budget preparations are underway and, therefore, we are enclosing your county's 2017-2018 membership dues invoice so it might be included in your plans.

Please note: the 2017-2018 membership dues are due October 1, 2017.

Again, we are very grateful for your participation in and support of this important Association. Please contact me if you have any questions, concerns or suggestions.

Sincerely,

Sonny Brasfield
Executive Director

Enclosure

cc: County Administrator

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

August 14, 2017

TO: Chairman Dean - County Commission Chair

CC: Donnie Mims – County Administrator
Montgomery County, Alabama

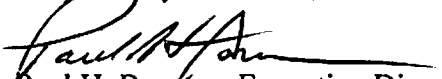
RE: Future Commission Agenda Item
Request to Hire Community Corrections Officer at Step 4 – AO-6

Dear Chairman Dean:

I am requesting the opportunity to brief the Commission on a proposed future agenda item concerning my recommendation to hire a new Community Corrections Officer at Step 4 on Salary Scale AO-6; an annual salary of \$40,126. The Proposed employee, John Humber, has 12 years of experience as an Alabama Probation and Parole Officer and has a few years experience working with the Circuit Courts in Montgomery County. The references and contacts I have made in reviewing the background of this candidate assert that he is a hard-working and dedicated individual with a passion for the type of work for which he is being considered. One of the two Circuit Court Judges to which Mr. Humber would be assigned has worked with him in the past and expressed his approval of this prospective hire. Circuit Court Judge, Ben Fuller of the 19th Judicial Circuit has sent me a glowing letter of recommendation for Mr. Humber as well. This individual is an APOST Certified Officer with a B.S. Degree from Troy University. This candidate has already completed all of the mandatory training required of supervision officers under the recent Prison Reform Act which would save the County a few thousand dollars in training costs. This candidate would be able to take responsibility for a case load servicing the Circuit Courts with very limited preparation and on-the-job training.

The proposed annual salary is budgeted in the forthcoming annual budget. This request for a starting salary over the entry salary is in keeping with previous salary offers to individuals with the same or very similar experience, education and training.

Respectfully submitted,


Paul H. Brown – Executive Director

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

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

13-1



**The Liberty Learning Foundation, Inc.
Montgomery Public Schools
Super Citizen Programs**

The Super Citizen Programs teach, inspire and empower elementary students through a deeper understanding, and applied practice, of their important roles as citizens. It invigorates schools and entire communities who share ownership in improving child, community and country.

Educators receive tools and training to teach crucial lessons in civics, financial-readiness, careers and our great American story. Unforgettable live experiences and service projects engage youth who become more informed, more prepared and more motivated to achieve. Ten weeks of easy-to-teach lessons round out the educational equation – complementing and including STEM subjects and helping students translate technical knowledge into a civic roadmap for becoming dependable employees, informed citizens, parents, honest leaders and hard workers. The Super Citizen Program is a proactive approach to making your communities a better place to live, work and play now ... and for generations to come.

Thank you for the opportunity to request funding for the Super Citizen Programs in Montgomery Public Schools. We respectfully request your support of \$25,000 for the 2017-2018 academic year. Over 6,400 students, in 2nd - 5th grades will be provided tools and experiences that will help transform them into responsible and outstanding citizens - Super Citizens. These students represent 250 classrooms in 31 schools. The total cost of providing these programs in Montgomery County is \$232,500. Your support of this vibrant program is a reinvestment in your community's future and in its most precious resource: our children.

All of our overhead and administrative expenses are covered by a major gift from Alatrade Foods. Consequently, ALL of your support will go directly to provide these important programs to students throughout Montgomery Public Schools.





STATEMENT OF NEED

The Super Citizen Program addresses concerns about civic preparation, dropout rate, discipline, real-world experience and mandated character education. In 2015, two-thirds of high school students scored below "proficient" on the national Civics assessment; 54% of college seniors failed. Only 7% of high school students are considered financially literate. The dropout rate, which is an estimated 13% in Alabama, is reduced by helping elementary students make a connection between school and work. "Real world learning" as expressed by drop-outs through *Civic Enterprises*, is an important factor in decreasing this statistic. The Super Citizen Program has proven to be a powerful way to teach character education, the "X factor" that experts in parenting and education have deemed integral to our youth's success. The Super Citizen Program brings all the pieces together while helping students define their important role in America's future.

Evaluation/Program Outcomes

Project evaluation will come through pre and post-tests, teacher surveys that tap into educational, emotional and qualitative outcomes, and data from students, teachers and administrators that provide not only statistical proof of scholastic achievement, but also improvements in character, civic responsibility and community value.

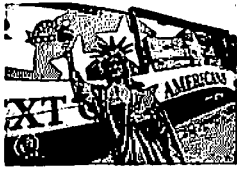
Recent pre and post program test scores by students show an average improvement of 35%, with students scoring an average of 58% in the pre-test and 84% after completing the program. Teachers and school systems report that retention is high — because the program is both entertaining and engaging, students remember much of the lessons. A survey of teachers who implemented the program showed that 100% of respondents felt their students have a better understanding of what it means to possess good character traits and more than 80% said their students have a better understanding of what it means to be financially literate. Most importantly, all responding teachers indicated that their students learned more about civics, character, financial literacy and social studies as a result of the Super Citizen Programs.

Schools and teachers have also reported peripheral positive outcomes not directly addressed in the program. A school principal reported, "It enhanced the social studies program in a way I could not imagine." Another school system, after the 3rd year of implementing the program, reported a 30% decrease in discipline incidents in the elementary school and a 20% decrease in the middle school. Another system reported a 42% decrease in YTD discipline referrals from the prior academic year. The decreases were attributed to the year-over-year incorporation of the Super Citizen program into the curriculum.



THE SUPER CITIZEN PROGRAMS

Project Activities & Methodology



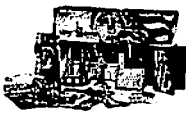
Program Kickoff - Next Great Americans Tour Stop and Libby Liberty

The Super Citizen experience begins with the Next Great Americans Bus Tour Stop and a performance by Libby Liberty. This "first-person" theatrical performance brings the Statue of Liberty to life, and engages students in learning. Community leaders, sponsors and local media are special guests during this event and are recognized.



Super Citizen Program Resource Kits

At the core of each 10-week program is the Super Citizen Program Resource Kit. Curriculum and methods are based on grade level, but the Statue of Liberty and ideals she symbolizes remain constant. Each kit is packed with videos, books, curriculum, companion materials and more.



Super Citizen Program Resource Kit (grades 3-5) provides teachers with video-led lesson-starters that walk educators through easy and exciting ways to reach the tech-centric generation in the classroom. Lessons in financial literacy, American history, civics, character and career readiness are aided by expertly developed lesson. The lessons are adaptable to the teacher's schedule and course of study.



Super Citizen Program Resource Kit (grades 1-2) centers on the one-of-a-kind "Hands on Liberty" video series. In 10-episodes, a hilarious cast of hand-puppet characters entertain, engage and teach students lessons in civics, financial responsibility, character and *the great American Story*. The groundbreaking program uses witty monologue, art, poetry, vocabulary, written assignments and "Schoolhouse Rock"-style songs to boost retention of core concepts.



The Authentic Liberty Replica

The Liberty Replica, is included in both kits for each classroom. This one-of-a-kind replica of the Statue of Liberty contains authentic material preserved during the Statue of Liberty's centennial restoration. Manufactured in Huntsville, Alabama, the Liberty Replica stands as a reminder of the freedom, hope and opportunity Lady Liberty symbolizes.



Education Services

Professional educators design training for each school system and each grade level based on the curriculum being used. These educators bring over 65 years of education experience and they are just a call or email away for personalized program / curriculum implementation assistance. • *LLF also provides volunteer training along with an easy-to-use volunteer reading packet for in-class engagement, assistance and project implementation.*



Service Components – Torch Teams and Helping Hands

An integral part of both programs is the *service* mission. "Torch Teams" and "Helping Hands" were created to be tangible connections between *what* they learn and *how* they will use this knowledge to make an impact. These collaborative teams allow children, regardless of socio-economic level, to learn the power of gratitude and service. They model behavior of the people they honor. Or, as we say: "When you honor a hero, you become a hero."



Graduation Celebration

The Graduation Celebration concludes the program. Students are awarded Graduation Certificates and are recognized for learning civic responsibility. They recite the *Super Citizen Pledge* and honor Torch Team and Helping Hands heroes on stage. Students have recognized custodians, lunchroom staff, soldiers, veterans, law enforcement officers, community volunteers and more. And hundreds of students leave each event with a Super Citizen t-shirt and a new appreciation for their roles in society.

14-3



August 14, 2017

Mr. Elton Dean
Chairman
Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36104

Dear Chairman Dean,

Valiant Cross Academy is an all-male school with a Christian emphasis located in the heart of downtown Montgomery on historic Dexter Avenue. Brothers, Anthony and Frederick Brock, both educators were frustrated by the alarming number of African American students who were not college ready. In fact, an article in the Montgomery Advertiser was quoted as saying that only 3% of African American students are college ready. Many of these students are raised without fathers or positive male role models in their lives leading many of these children into bad influences such as crime, gangs and drugs as a way of life, and Alabama is suffering as a result.

The Brock brothers had a unique vision to create a school that would address some of these concerns that plague our city. They asked what if you were to take children who are at-risk in some of the highest crime, highest drug communities in West Montgomery, and put them together in a new school and teach them how to be leaders? What if you were to take a different approach and teach these young men that with honor, integrity, discipline, respect and love they can learn to overcome some tough obstacles and become anything they want to be in life? What if you told them that with hard work, and no excuses, greatness can be achieved? This is exactly what our first class of 6th grade young men were challenged with, and when they accepted the challenge, Valiant Cross Academy was established.

We began with one complete class of 30 boys in 2015, and now are celebrating our third year with full 6th, 7th and 8th grade classes. Each grade will matriculate up until we celebrate our first graduating class in the year 2022. Our students, called scholars attend school from 7:00am until 5:00pm as well as during the summer. The school has an effective consequence and award system and an intense focus on the academic success of the scholar. Our academic program has smaller class sizes, longer days, double the math, and triple the literacy time. There is not only no other school like this in Alabama, but no other school like this in the nation.

R I S E A B O V E

15-1



VALIANT CROSS
ACADEMY

The Montgomery County Commission was extremely kind to Valiant Cross Academy last year by purchasing some much-needed computers and SMART Board Technology for our classrooms.

Technology is crucial in today's education curriculums. Technology has revolutionized the way we think and learn. Many studies will tell you that technology improves student's learning processes and outcomes, but basically children need to have access to technology to compete, and to keep up with the current and future generation of leaders. Our students all come from low-income families, so trying to provide them access to the current trends in technology while they learn is very important.

We would like the Montgomery County Commission to again consider purchasing the MacBook Air computers and necessary adapters, protective cases, and flash storage (Invoice attached), for this year's Scholars. Technology is the most important purchase we can make for these young men, but it is also our most costly.

We would also like for the Montgomery County Commission to consider purchasing our Scholars signature blue blazer. We have asked the parents to help minimally with some of the uniform costs; however, we have families that just cannot afford to pay anything, and some that can only afford the white shirt and khaki pants. Our blue blazer is one item of their uniform that makes the young men feel proud, and well dressed. (Please see attached invoice)

All of these necessary technology and uniform costs are \$42,963.06! I can assure you that Valiant Cross Academy is an organization that you can feel good standing behind and investing in. You are not just investing in technology and uniforms, but the future of Montgomery.

Respectively,

Kimberly Baker

Kimberly Baker
Director of Development
Valiant Cross Academy

Apple Inc. Education Price Quote

Customer: Chase Fisher
VALIANT CROSS ACADEMY
Phone: 3343121607
email: chasefisher1@gmail.com

Apple Inc:

David Rogers
12545 Riata Vista Circle
MS: 183-IES
Austin, TX 78727
Phone: 512-6746025
Fax: 800-5900325
email: davidrogers@apple.com

Apple Quote: 2202497748
Quote Date: 11-Aug-2015
Quote Valid Until: 9-Sep-2015

Quote Comments:

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	Moshi Mini DisplayPort to HDMI Adapter (4K) Part Number HFQL2VC/A	5	34.95	174.75
2	Mini DisplayPort to VGA Adapter Part Number M8572Z/B	5	29.00	145.00
3	Apple TV Part Number MD199LL/A	2	69.00	138.00
4	Bretford Mobility Cart 30 for MacBook Part Number TX323LL/A	1	1,799.95	1,799.95
5	MacBook Air 5-pack (11-inch/1.6GHz i5/4GB/128GB flash storage/Intel HD Graphics 6000) MacBook Air 5-pack (11-inch/1.6GHz i5/4GB/128GB flash storage/Intel HD Graphics 6000) Part Number: MJVN2LL/A Quantity: 30 Part Number BL3U2LL/A	6	4,145.00	24,870.00
6	MacBook Air 13-inch: 128GB 065-C3J3 1.6GHz Intel Dual-Core Core i5, Turbo Boost up to 2.7GHz 065-C3J5 Intel HD Graphics 6000 065-C3J7 4GB 1600MHz LPDDR3 SDRAM 065-C3J9 128GB Flash Storage 065-C3J1 Backlit Keyboard (English) / User's Guide (English) Part Number MJVE2LL/A	5	949.00	4,745.00
7	BNDL STM DUX FOR MBA 11 CLEAR/BLACK-USA	6	149.75	898.50

STM dux Case for MacBook Air 11" - Clear/Black
Part Number: HHJL2ZM/A
Quantity: 30

Part Number BL9J2LL/A

8

BNDL STM DUX FOR MBA 13 CLEAR/BLACK-USA

1

149.75

149.75

STM dux Case for MacBook Air 13" - Clear/Black
Part Number: HHJM2ZM/A
Quantity: 5

Part Number BL9K2LL/A

Edu List Price Total	32,920.95
- eWaste Fee / Recycling Fee	0.00
- Estimated Sales Tax	3,292.11
-	
Extended Total Price*	36,213.06
*In most cases Extended discounted Total price does not include Sales Tax *If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary	

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2202497748. Please contact your institution's Authorized Purchaser to submit the above quote online at <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - If you are the Authorized Purchaser and need to register for access to the Apple Education Online Store, go to <http://myaccess.apple.com>. For registration assistance, call 1.800.800.2775, option 4, option 1.
- If you are unable to submit your order online, please send a copy of this quote with your Purchase Order via email to institutionorders@apple.com.
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES.

- ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT austincontracts@apple.com.
- ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
 - APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL 9-Sep-2015 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
 - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

Opportunity ID: 204725642
<https://ecommerce.apple.com>
Fax: 800-5900325

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Document rev 10.5

Date of last revision - March 24th, 2015

Taylor's Tees & Uniforms

8818 Dunlake Dr

Montgomery, AL 36117

(334) 202-4150 taylortees320@gmail.com

To: **Valiant Cross Academy**

301 Dexter Ave

Montgomery, AL 36104

(Attention Mr. Fred Brock)

Invoice: 0814171 August 14, 2017 Account # 0478

<u>Qty:</u>	<u>Description:</u>	<u>Cost:</u>	<u>Sizes:</u>	<u>Color:</u>	<u>Total Cost:</u>
90	Blazers	\$75.00	ALL	Navy	\$6,750.00
	Shipping charges will depend on weight				\$\$00.00
	Other Charges				\$\$00.00
	Total Amount Due				\$6,750.00

Navy Blue Jackets with gold buttons / with school logo embroidered on left side.

We appreciate your business!!!

15-6

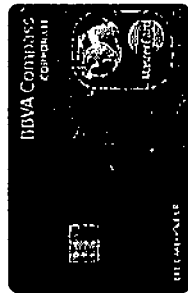
BBVA Compass

TREASURY MANAGEMENT



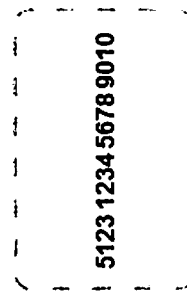
Commercial Card Solutions

BBVA Compass offers a full range of Commercial Card solutions



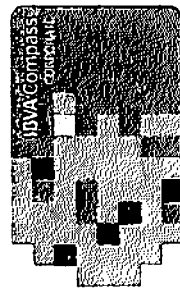
Distributed Card

Issued to specific employee or department for standard purchases



Ghost Account

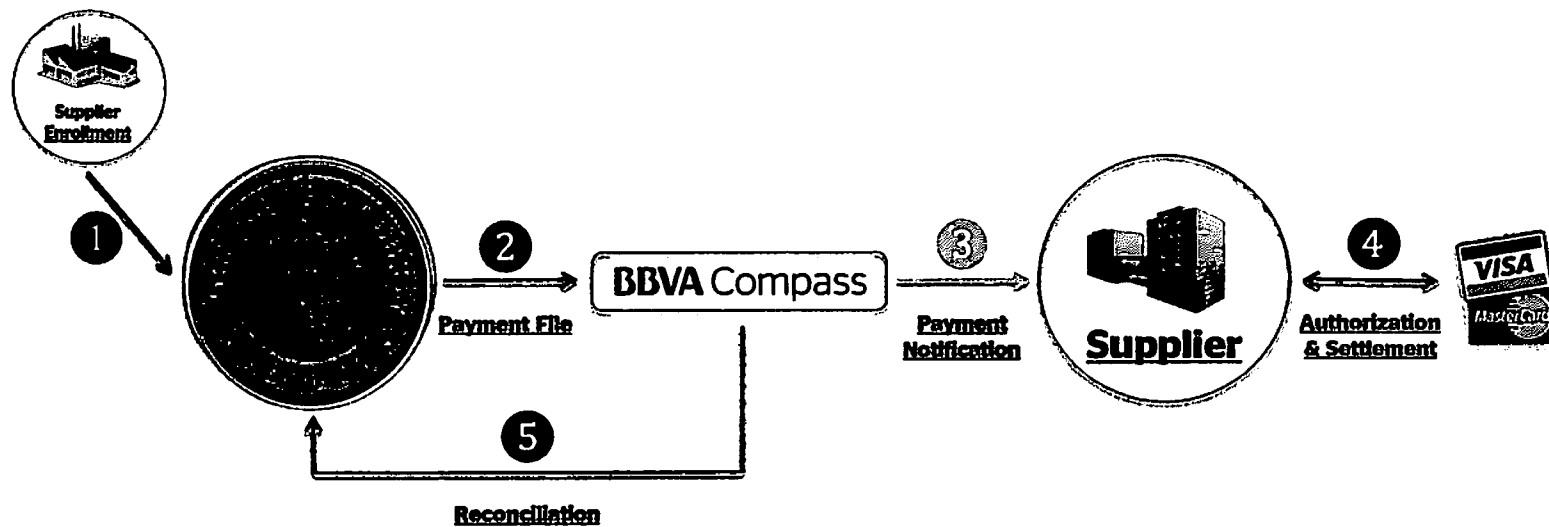
Permanent account assigned to a person, department or supplier for repetitive purchase



Virtual Card Account

A unique account number electronically generated for a one-time payment

Spend Net Payables

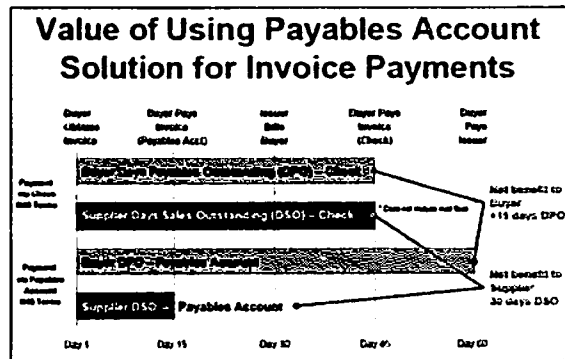


Virtual Cards enhance your accounts payable process by:

- ✓ Reducing the number of checks written
- ✓ Decreasing fraud exposure
- ✓ Improving your working capital
- ✓ Increasing your revenue share

BBVA Compass

Improved Financials Increase your Days Payable Outstanding



Commercial Card Advantages

Lower Processing Costs BBVA Compass Commercial Card helps reduce overall costs

Average Cost per Transaction across all industries	
Wire Transfer	\$9.86
Paper Check	\$7.15
ACH	\$4.72
Commercial Card	\$3.96

* Aberdeen Group Study

Increased Fraud Protection Single Use Ghost Accounts (SUGA) reduce fraud

- ✓ The vendor doesn't store the account number, so it is less likely to be compromised
- ✓ Even if the account is compromised it can only be used once
- ✓ The maximum amount that can be charged is the amount of the single, approved invoice

Increased Revenue Sharing Multiply your revenue sharing

Annual Spend Range		Revenue Share Rate
\$ -	\$ 1,499,999	0%
\$ 1,500,000	\$ 2,999,999	0%
\$ 3,000,000	\$ 4,499,999	0%
\$ 4,500,000	\$ 5,999,999	5%
\$ 6,000,000	\$ 7,999,999	10%
\$ 8,000,000	\$ 9,999,999	15%
\$ 10,000,000	+	20%
Large Ticket Interchange		0.65%

Revenue Sharing Schedule

Annual Spend Range		Revenue Share Rate
\$1	\$999,999	0.60%
\$1,000,000	\$1,999,999	1.00%
\$2,000,000	\$2,999,999	1.25%
\$3,000,000	\$3,499,999	1.30%
\$3,500,000	\$3,999,999	1.33%
\$4,000,000	\$4,499,999	1.36%
\$4,500,000	\$4,999,999	1.39%
\$5,000,000	+	1.42%
Large Ticket Interchange		0.35%
Reduced Interchange Transactions		0.10%

Estimated Revenue Share

Estimated Virtual Card Annual Spend <i>35% Estimated Acceptance Rate</i>	\$4,100,000
Annualized Revenue Share Rate	1.36%
Estimated Annualized Revenue Share	\$55,760

BBVA Compass Commercial Card Agreement

Company Name: _____ Date: _____

THIS COMMERCIAL CARD AGREEMENT (the "Agreement") is made and entered into as of the date set forth above by the company whose name is set forth above ("Company") with Compass Bank ("BBVA Compass"). All instructions, descriptions, and other documentation relating to the Commercial Cards and the Commercial Card Account provided to Company under this Agreement, including without limitation any service guides, user guides, implementation forms, operating procedures, online service materials and user guide, and security procedures (the "Service Material") are incorporated by reference into this Agreement.

1. INTRODUCTION

BBVA Compass is a card-issuing member of MASTERCARD® AND VISA® and is authorized to issue or procure the issuance of physical cards and/or virtual credit cards numbers ("Commercial Cards"), which may be used as provided in this Agreement. Company has requested and BBVA Compass has agreed to provide, for use by individuals designated by Company, an account which can be used to purchase goods and services from those merchants that accept MASTERCARD and/or VISA cards as a method of payment either (i) by presenting a Commercial Card to such merchants, or (ii) over the telephone or online without the need to present a physical Commercial Card to such merchants.

2. DEFINITIONS.

All capitalized terms used in this Agreement are defined herein and shall have the following meaning:

- (i) "Association" means, collectively, the Persons who govern commercial card issuance, including, without limitation, Visa USA, Inc., Visa International Service Association, Inc., MasterCard USA, and MasterCard International.
- (ii) "Billing Cycle" means the period of time from which a Statement is generated until the next Statement is generated.
- (iii) "Cardholder" means an individual employee of Company, named as the holder of the Commercial Card Account or using the Commercial Card Account in the name of Company, regardless of whether a physical card is issued in conjunction with the Commercial Card Account who is authorized to make charges to the Commercial Card Account.
- (iv) "Card Management Tool" means any internet based tool provided by BBVA Compass to Company for the purpose of managing their card program.
- (v) "Card Products" means the standard BBVA Compass commercial card offerings, including but not limited to the Purchasing Card, Corporate Card, Fleet Card, Executive Card and Multi-Card.
- (vi) "Commercial Card" means, in connection with a Commercial Card Account, any commercial charge card issued by BBVA Compass pursuant to this Agreement in the name of Company and/or Cardholders.
- (vii) "Commercial Card Account" means any account established by BBVA Compass pursuant to this Agreement in the name of Company, to which debt is charged, regardless of whether or not a Card is issued in conjunction with such account.
- (viii) "Commercial Card Administrator" means the employee designated by Company to serve as the primary point of contact between Company and BBVA Compass and shall be trained and has thorough knowledge of Commercial Card Programs offered by BBVA Compass to Company.
- (ix) "Commercial Card Program" means the Commercial Card Products and ancillary services offered by BBVA Compass or a participating bank.
- (x) "Charge" means any transaction posted to a Commercial Card Account that has a debit value, including without limitation, Purchases, Cash Advances, and Fees.
- (xi) "Credit Limit" means, with respect to a Commercial Card Account, maximum aggregate amount available for purchases, fees and other charges incurred or arising by virtue of the use of the Commercial Card Account.
- (xii) "Due Date" the calendar date as set forth in the Statement upon which the New Balance is due.
- (xiii) "Fees" means all fees that are posted to a Commercial Card Account and due and payable to BBVA Compass by Company and/or its Cardholders that are associated with any Commercial Card Program, including but not limited to cash advance, Foreign Transaction and Late Fees.
- (xiv) "Foreign Transaction Fee" means the fee BBVA Compass charges on the amount of any debt or other Transaction posted to a

Commercial Card Account that is not in the same currency in which the Commercial Card Account is billed and which must be converted to the currency used for billing purposes.

- (xv) **"Late Fee"** means the fees associated with any debt that remains unpaid to BBVA Compass by Company and/or Cardholders after the Due Date on the statement.
- (xvi) **"MasterCard"** means MasterCard USA, Inc., MasterCard International, and any other MasterCard entity.
- (xvii) **"MCC"** means the Merchant Category Code which are the codes established by the Associations that identifies and classifies goods or services offered by a merchant. Each merchant designates its Merchant Category Code to the applicable Association.
- (xviii) **"Party"** means any one of BBVA Compass or Company, and **"Parties"** means BBVA Compass and Company.
- (xix) **"Person"** means any corporation, company, Limited Liability Company, general partnership, limited liability partnership, unincorporated association, trust, joint venture, estate or other judicial entity or any governmental body.
- (xx) **"Purchase"** means a purchase of goods and/or services that is charged to a Commercial Card Account.
- (xxi) **"Statement"** means, with respect to one or more accounts, a periodic billing Statement from BBVA Compass listing all Transactions posted to such Commercial Card Accounts.
- (xxii) **"Transaction"** means any activity posted to a Commercial Card Account, both debit and credits, including but not limited to Purchases, Cash Advances, Fees and payments.
- (xxiii) **"Unauthorized use"** means the use of a Commercial Card by a person other than a Cardholder who does not have actual, implied or apparent authority for such use, and from which Company receives no benefit. It does NOT include transactions utilizing a card without a cardholder's name embossed on the card or where there is no card associated with such account and no disputes will be accepted for such accounts - Company accepts absolute liability for such accounts.
- (xxiv) **"Visa"** means Visa USA, Inc., Visa International Service Association, Inc., and any other Visa entity.

3. COMPANY SETUP INFORMATION

The Company Setup Information, which is attached as Exhibit J and incorporated by reference into this Agreement, includes the initial options selected and information submitted by Company in connection with its use of Commercial Cards. During set up, additional company information may be captured within the Implementation Workbook. Company may use the BBVA Compass internet Card Management Tool described in Section 4 to change this information from time to time.

4. DESIGNATION OF CARDHOLDERS AND ADMINISTRATORS; ISSURANCE OF CARDS

Company may designate individuals who will be permitted to make charges to the Commercial Card Account with or without the use of a Commercial Card. BBVA Compass will issue a Commercial Card to each Individual designated by Company. Each individual who is issued a Commercial Card and each individual who is authorized to make charges to the Commercial Card Account without the use of a Commercial Card is a Cardholder. All Commercial Cards are and at all times shall remain the property of BBVA Compass, and may be canceled at any time and must be surrendered on demand. Company agrees to assume complete responsibility for all Purchases charged to the Commercial Card Account, whether authorized and unauthorized, plus all fees and other charges provided under this Agreement. Company also agrees to assume complete responsibility for all transactions, authorized and unauthorized, made through the use of any Commercial Card Account without the use of a Commercial Card. BBVA Compass reserves the right, in its sole discretion, to decline to issue a Commercial Card or to allow use of the Commercial Card Account to any individual. Unless otherwise requested by Company in writing, all Commercial Cards will be mailed to Company's address set forth in Exhibit J or to any changed address for which Company provides notice to BBVA Compass, either as provided in Section 14 or through the Card Management Tool. Company is solely responsible for distributing the Commercial Cards to the Cardholders and for safeguarding them following receipt. Company acknowledges that the Commercial Cards are for Cardholders only. Unless Company notifies BBVA Compass otherwise in writing, Company authorizes and directs BBVA Compass to issue renewal or replacement Commercial Cards to Cardholders on or before the expiration of each Commercial Card. Company acknowledges and agrees that Commercial Cards are not assignable or transferable, by operation of law or otherwise. Company assumes complete responsibility for monitoring the use of its Commercial Cards and its Commercial Card Account. Company agrees to notify BBVA Compass immediately, by telephone, followed by prompt written confirmation, of (1) any loss or theft of any Commercial Card or any suspected unauthorized use of the Commercial Card Account, (2) any termination of a Cardholder's authority to use a Commercial Card, or (3) any termination of a Cardholder's authority to make charges to a Commercial Card Account without the use of a Commercial Card.

Company must designate both a Commercial Card Administrator and a Secondary Commercial Card Administrator, and these initial Commercial Card Administrators are identified in Exhibit I. Company will notify BBVA Compass as provided in Section 14 of any changes of the Commercial Card Administrator or the Secondary Commercial Card Administrator. The Commercial Card Administrator and the Secondary Commercial Card Administrator are responsible for notifying BBVA Compass of any changes in the information contained in Exhibit I, as provided in Section 14 or through the Card Management Tool. The Commercial Card Administrator and the Secondary Commercial Card Administrator are responsible for managing the Card Management Tool, which, among other functionality, permits Company to add, delete or change Cardholders, monitor Commercial Card usage, and set limitations on Commercial Card usage by transaction type, size or frequency. Company agrees that it is responsible for the manner and format in which all usage of the Commercial Card Account is reported and analyzed by the Card Management Tool.

5. BUSINESS PURPOSE; LIMITATIONS ON CARDHOLDER USE

The Commercial Card Account and each Commercial Card are to be used solely for business purposes (which does not include any personal, family or household purpose), and Company agrees to so advise each Cardholder. Company's obligation under this Agreement, however, shall not be affected or limited if any balances are incurred for non-business purposes. Company is solely responsible for the use and treatment of the Commercial Card Account and the Commercial Card, and will inform each Cardholder as to the terms of this Agreement. Use of the Commercial Card Account and each Commercial Card is subject to credit and spending limits described in Section 11.

BBVA Compass also offers Company the option to restrict a Cardholder's use of the Commercial Card Account according to the MCC. If Company has selected this option, BBVA Compass agrees to authorize charges on the Commercial Card Account only if the MCC for the merchant requesting authorization is identified in Implementation Workbook. Company acknowledges that transactions in an amount below certain floor limits will not be subject to prior authorization or approval at the point-of-sale and therefore, will bypass the routine authorization process for transaction approval. Company agrees to accept full liability for any such transactions. BBVA Compass reserves the right, at any time and without prior notice to the Company, to decline to authorize any requested transaction: (a) for security reasons; (b) if BBVA Compass is unable to verify the status of the Commercial Card Account; or (c) for any reason relating to known or reasonably suspected fraud, illegal activity, unauthorized use or other misuse. Neither BBVA Compass nor its agents will be responsible or have any liability for refusing to authorize any transaction, even if Company has credit available. Company agrees that these limitations are reasonable and fully meet the needs of Company for security and control over its Commercial Card Account, while at the same time affording the Cardholders sufficient access in order for Company to effectively use the Commercial Card Account.

6. FEES

In return for the services provided to Company by BBVA Compass under the terms of this Agreement, Company agrees to pay the fees provided on Exhibit II. BBVA Compass may change the fees as provided in Section 14.

7. ILLEGAL TRANSACTIONS

Company agrees that the Commercial Card Account may not be used for any transaction that is illegal in the jurisdiction where the transaction is consummated or in any other jurisdiction affected by the transaction. Company agrees that it is the responsibility of Company and each Cardholder to determine the legality of each transaction in all applicable jurisdictions before entering into such transaction. Display of the MasterCard and/or VISA logo by any merchant accepting the Card does not indicate that the transaction is legal in all applicable jurisdictions. Company acknowledges and agrees that BBVA Compass has no obligation to monitor, to review or to evaluate the legality of Company's Commercial Card transactions. Company also agrees that no Cardholder will use a Commercial Card in connection with any Internet or on-line gambling transaction, whether or not gambling is legal in any applicable jurisdiction. BBVA Compass reserves the right to decline any transaction that BBVA Compass believes is an illegal transaction, an Internet or on-line gambling transaction or a high-risk transaction. To the fullest extent permitted by law, Company agrees to pay for any charge on the Commercial Card Account, even if that transaction is determined to be illegal.

8. PERIODIC BILLING

BBVA Compass will provide to Company a monthly Statement. Charges posted during a Billing Cycle will appear on Company's Statement for that cycle. The total of all charges (including any cash advances, if applicable) and fees (the "New Balance") will be shown on each Statement. Company agrees to review promptly each Statement. If Company or a Cardholder believes that a Statement is incorrect or needs additional information about a transaction shown on a statement, Company agrees to notify BBVA Compass in writing at the address provided in Section 17 within thirty (30) days of the date of the statement on which any suspected error first appeared. If Company does not notify BBVA

Compass within this time period, Company waives any rights with respect to the erroneous amount to the fullest extent permitted by law. The notice must include the following information: the names of both the Company and the Cardholder; the Cardholder Commercial Card Account Number; the dollar amount of any suspected error; the reference number for any questioned transaction; and a brief description of the suspected error. Disputed billings are governed by Section 12.

In addition, BBVA Compass provides a variety of billing options. The availability of billing options may differ between Card Products.

Individual Bill. Cardholders receive a Statement at the conclusion of each Billing Cycle and are responsible for ensuring the balance due is paid by the Due Date. Company may elect to receive one or more Summary Statements or reports showing all Transactions billed to directly to the individual Cardholder Accounts.

Central Bill. Company will receive one or more central account Statements at the conclusion of each Billing Cycle for all Cardholder and/or Central Account Transactions. Each Transaction is either posted to an individual Cardholder Account and rolled up to a Central Account for billing or billed directly to a Central Account. With respect to Transactions posted to a Cardholder Account and rolled up to a Central Account, the Cardholder receives a memo Statement showing his/her respective Transactions but with no amount due. Company receives a consolidated Statement, which includes the total amount due for all Cardholder Accounts and Central Accounts and is responsible for ensuring the balance due on the Statement is paid by the Due Date.

9. PAYMENT IN FULL REQUIRED

Company agrees to pay each New Balance in full on or before its Due Date as set forth in the Statement. To facilitate payment to BBVA Compass, Company agrees to execute the Agreement for Payment by ACH Debit, which is attached as Exhibit III and incorporated by reference into this Agreement, and to maintain sufficient funds in the designated account to pay each New Balance. Company further agrees that the failure to have sufficient funds in the designated deposit account to pay each New Balance or otherwise to make any required payment on or before its Due Date will constitute a breach of this Agreement for which BBVA Compass, immediately and without notice, may cease to permit new charges on the Commercial Card Account, terminate this Agreement, and pursue any other remedies available under this Agreement or applicable law.

10. LATE CHARGE

Company shall pay a late charge, which will be imposed on any New Balance that is not paid in full within seven (7) days of the Due Date. This late charge will be the greater of \$20 or one and one-half percent (1.5%) of the unpaid New Balance then due.

11. CREDIT LIMITS

BBVA Compass, in its sole discretion, shall establish the Credit Limit. The Company understands that, once the Credit Limit is reached, BBVA Compass has no obligation to authorize new charges on the Commercial Card Account. Company will be advised from time to time of the amount of its available Credit Limit, which shall be reduced by the unpaid balance on the Commercial Card Account. BBVA Compass may, at any time and in its sole discretion, reduce or increase the Credit Limit upon written notice to the Commercial Card Administrator, provided, however, no such notice is required in the event that Company has failed to make any payment when due or otherwise failed to satisfy its obligations under this Agreement. Company may establish Individual spending limits for each Cardholder, including limitations regarding transaction type, size, frequency, and the maximum amount that may be outstanding at any time on the Commercial Card Account as a result of each Cardholder's use of the Cardholder's Commercial Card. The spending limits of individual Cardholders will always be contingent upon availability under the Credit Limit. Company agrees that neither Company nor any other Cardholder will make any Purchases while the Commercial Card Account is past due, over Credit Limit or any credit limit (as applicable), or otherwise in default under this Agreement. Company agrees that each Cardholder will cease using the Commercial Card Account and Company will notify BBVA Compass immediately if Company or any guarantor of Company's obligations under this Agreement plans to file for bankruptcy or similar debtor's relief or if Company is otherwise unable to pay its debts. Company agrees that BBVA Compass may suspend or terminate use of the Account at any time without notice to Company, subject to any restrictions of applicable law.

12. UNAUTHORIZED USE AND DISPUTED TRANSACTIONS

BBVA Compass shall not be liable for any transaction where notice of the disputed transaction is received more than thirty (30) days after the statement reflecting the transaction is sent to the Company (for purposes of this sentence, "sent to" includes providing access to the statement by electronic means). A report of a disputed transaction is not a guarantee of a refund. BBVA Compass will conduct a good faith investigation into Company's claims and report its findings to Company. The Company shall not make a claim against BBVA Compass or refuse to pay any

amount because the Company or the person using the card may have a dispute with any merchant as to the goods or services purchased from such Merchant using a Commercial Card.

13. LOST/STOLEN CARDS

Each transaction resulting from use of a Commercial Card or card number will be assumed to be an authorized transaction unless BBVA Compass has received prior notice from Company, as applicable, that the Cardholder is no longer authorized to use the Account.

If a Commercial Card is lost or stolen, or if there is possible unauthorized use, Company must require each Cardholder to notify BBVA Compass as soon as practically possible within the first 24 hours following discovery of the loss or theft or possible Unauthorized Use by phoning BBVA Compass at the phone number provided for such notice on the Statement, with written confirmation as requested in connection with BBVA Compass' investigation.

14. OTHER OPTIONAL SERVICES

At Company's option, Company may elect to utilize the Card Management Tool or any other internet related products that may be made available by BBVA Compass from time to time. These websites use encryption technology to assist in the protection of Company's information. Company acknowledges that transactions conducted over the internet and information transmitted over the internet may be subject to interception by outside parties not under the control of BBVA Compass. Company assumes the risk of such occurrences and releases BBVA Compass from liability for any activity of this nature. Company will be issued an ID and password to gain entry into these websites. Company agrees to protect, secure and preserve the ID and password and the confidentiality of the ID and password. Company further agrees to follow all procedures issued by BBVA Compass from time to time involving the use of any Internet related products. Company acknowledges that data presented within the website on a particular day is information posted as of the close of the prior business day. Company agrees to pay fees for these services as disclosed to Company by BBVA Compass from time to time. Company hereby releases BBVA Compass for any claim arising out of the use of any of these internet related products unless such claim is proven to be solely the result of BBVA Compass's gross negligence or willful misconduct. BBVA Compass is not responsible for supplier late payment fees incurred by Company if payments are made with any Card Management or online payment tool. If Company determines they have a need for the creation of custom data extracts related to their commercial card program, BBVA Compass shall coordinate the request. There may be a cost assessed to Company according to the cost determined to produce the custom data extracts. If Company has elected to utilize the BBVA Compass internet accounts payable interface service, an automated batch payment request process for payment of the Company's select suppliers' invoices via their Commercial card accounts, Company agrees to create a batch payment request file and submit the file via a secure internet FTP connection to BBVA Compass's designated processor or manually through the BBVA Compass accounts payable internet tool. The batch file will be either in the BBVA Compass standard format, specifications of which will be provided to the Company, or in a mutually agreed upon custom format. In the case of a custom format, BBVA Compass may assess a charge for development required to support that format. The Company will adhere to the Commercial Card accounts payable processing schedule provided by BBVA Compass, and BBVA Compass will notify Company in advance of any changes to that schedule. Upon receipt of the payment request file, BBVA Compass's processor will send an email to the Company's suppliers designated in the batch payment request file notifying them of Company's authorization to process commercial card transactions to effect payment for the invoices. BBVA will post the resulting transactions initiated by the suppliers to the Company's Commercial Card account(s) and Company may view commercial card activity through the Card Management Tool. If Company elects to utilize the Integrated Payables interface that includes card payments, the suppliers will be directed to a secure portal in order to acquire card payment information.

As specified in the Implementation Workbook the Company provides to BBVA Compass, BBVA Compass will provide and make available the following services to the Company through one or more Card Management Tool systems. BBVA Compass will provide and make available online account information to the Company; and the Bank will access the Card Management Tool and provide the Card Management Tool access to the Company in connection with the maintenance of:

1. Commercial Card Accounts (including adding new Commercial Card Accounts based on existing ones and canceling or modifying the applicable limitations or information related to any existing Card Commercial Card Account); and
2. The Program Instructions.

BBVA Compass grants to the Company, and the Company accepts from BBVA Compass, an license for the Card Management Tool, subject to and in accordance with the terms of this Agreement. This license shall be effective while such Card Management Tool software is in use by the Company with the Card Management Tool. The Company acknowledges and agrees that:

- a. The Company will not have any ownership or other proprietary rights in the Card Management Tool software, the Service Materials, and any other online service materials.

- b. The Card Management Tool software and Services Materials are protected by the copyright laws of the United States and BBVA Compass's products and security relating the Card Management Tool software and Services Materials are confidential and proprietary trade secrets and of substantial value to the owner of the Card Management Tool software and the Services Materials, and their use and disclosure must be carefully and continuously controlled by the Company and its employees and Cardholders.
- c. The protected Services Materials must include all copyright, trade secret, and any other proprietary notices and legends on the initial copy of the Services Materials and on each copy of the Services Materials that the Company is permitted to make.
- d. The Company will not:
 - 1. Remove, alter or obscure any trademark, trade names, logos, copyright or other notice contained or included in any of the Card Management Tool software or the Services Materials;
 - 2. Transfer or license the Card Management Tool software or any portion of the Card Management Tool software;
 - 3. Change or modify the Card Management Tool software or the source code for the Card Management Tool software;
 - 4. Create derivative works from the Card Management Tool software or the Services Materials;
 - 5. Reverse engineer or attempt to reverse engineer the Card Management Tool software; or
 - 6. Attempt to discern the source code residing on the server on which the Card Management Tool software is run;
- e. The Card Management Tool software will only be used by the Company and not used for or on behalf of others;
- f. The Company will not disclose, publish, release, transfer or otherwise make the Card Management Tool software or the Services Materials available in any form to, or for the use or benefit of, any other person or entity, other than its employees and agents having need for such disclosure and only as authorized in this Agreement;
- g. The Company will be fully responsible for compliance with all of the terms and conditions of this Agreement by its employees and agents; and
- h. The Company will not directly or indirectly copy, duplicate or furnish to others any physical or magnetic version of the Card Management Tool software or the Services Materials or permit others to do so.

The Company must use a browser that complies with specifications set forth in the Service Materials. The Card Management Tool may be accessed by Company through the public Internet. The Company agrees to use the Card Management Tool, as described in the Service Materials in compliance with all applicable laws and regulations. The Company understands that online account information is updated periodically and therefore, at any point in time, may not reflect information on BBVA Compass's records at such time, as more fully described in the Service Materials. The Company acknowledges and agrees that the Card Management Tool do not include any recommendation, guaranty, representation or warranty whatsoever. BBVA Compass shall not be responsible for errors in the online account information provided to BBVA Compass by non-Bank sources.

BBVA Compass recommends that the Company have appropriate security measures for Internet use, including, a proxy server and/or firewalls to control and protect Internet access. BBVA Compass shall not be responsible for (i) inability to contact the Card Management Tool through the Internet resulting from a problem with an internet service Provider or online service provider, or (ii) unknown hazards of Internet use. If the Company fails or is unable to access the Card Management Tool, BBVA Compass's sole responsibility shall be to use its commercially reasonable efforts to correct the problem and BBVA Compass shall not suffer or incur any other liability in connection therewith.

BBVA Compass will not be responsible for any data that is lost or destroyed in connection with the use of the Online Services. In addition, BBVA Compass will not be responsible for the Company's inability to use the Card Management Tool due to a mechanical hard drive failure or other system failure (including, but not limited to, a "lock-up" resulting from the Company's use of software). BBVA Compass recommends that the Commercial Card Administrator take the necessary measures to ensure that the Company performs daily back-ups of data used in connection with the Card Management Tool and the hard drives of the personal computers and/or the servers used in connection therewith.

In no event will BBVA Compass have any liability whatsoever in connection with:

- a. Any application errors in or security breaches of any browser;
- b. The Company's inability to use the Card Management Tool or access the Card Management Tool systems due to any Internet or browser problem or any other cause beyond BBVA Compass's control; or
- c. Any interception of any online account information as a result of the use of the Internet.

15. THIRD-PARTY SERVICES.

The Company acknowledges that any third-party services available on a website, or any third-party websites, are provided only as a convenience to the Company, including assisting the Company with procuring products and services on the internet. The Company further acknowledges that BBVA Compass is not responsible for the content or quality of any third-party websites, products and services, merchant information or other product, service or information to which a website or any other third-party websites may be linked. Please be advised that such third-party content and links are included solely for the convenience of users and do not constitute any approval, endorsement, or warranty by BBVA Compass. Moreover, BBVA Compass is not responsible for the accuracy, completeness, or reliability of third-party information, including merchant information, and the Company assumes sole responsibility for the use of any such information. The Company agrees that any agreements, transactions, or other arrangements made between the Company and such third-party are made entirely and solely at its own risk. The Company acknowledges that BBVA Compass has no control over, or liability for, the products or services sold by any provider, or for the use of any payment card information the Company may give or direct BBVA Compass to give to any provider of products and services, including without limitation the legality, quality, safety, or suitability of any products and services. In no event shall BBVA Compass be liable to the Company or any third-party for any loss or damage incurred as a result of any interaction between the Company and a merchant in connection with its use of a website and the services, including, without limitation, any loss or damage arising from or occasioned by the purchase or use of the products and services or the merchant information or other material acquired or accessed through a website or other third-party websites. The Company acknowledges that BBVA Compass does not endorse or warrant the merchants or services that are accessible through a website or a third-party website, nor the offers that such merchants provide.

16. VIRTUAL CARD ACCOUNTS

If Company elects to make card payments made through the BBVA Compass accounts payable Internet tool or any Card Management Tool, virtual card account numbers will be generated and provided to the suppliers in order to process payment. Virtual card accounts are assigned a maximum dollar amount limit, and suppliers have the ability to extract multiple payments from the virtual card account up to the maximum dollar amount limit unless exact pay has been established. Exact pay will only allow a supplier to enter a single transaction for the exact dollar amount specified by Company.

Company may authorize BBVA Compass to make certain supplier portal payments via telephone or internet on behalf of Company. Portal Payment authorizations would be made by BBVA Compass and a settlement of virtual card payments are dependent upon the individual supplier's merchant services. Company confirms that BBVA Compass will have no liability to Company for following portal payment instructions from the Company. BBVA Compass is not responsible for supplier late payments incurred by Company if portal payments are made by BBVA Compass on behalf of Company.

The Buyer Initiated Payments ("BIP") option is an optional feature utilizing a Virtual Card for the payment of invoices. Please note that, as a condition of using BIP, Company agrees to irrevocably waive any and all chargeback rights it may have on any payment made to a supplier using the BIP Payment option.

17. NOTICES

All notices, requests and other communications provided for hereunder must be directed to the other Party at the respective addresses indicated in this Agreement and must in writing and delivered (1) by first class mail, postage prepaid, (2) via facsimile with telephonic confirmation of receipt, (3) via e-mail with electronic or telephonic confirmation of receipt, or (4) by hand delivery. Delivery shall be deemed to have occurred within three days of mailing if sent by mail, on the date of confirmation if sent by facsimile or e-mail, or on the date of delivery if hand-delivered. Either Party may, by notice to the other, change its address set forth in this Agreement. Company's address for notices is set forth in Exhibit J of this Agreement. BBVA Compass's address for notices is:

Mailing Address:

BBVA Compass

Attn: Commercial Card Operations

15 20th Street South, Suite 1502

Birmingham, AL 35233

Overnight Address:

BBVA Compass

Attn: Commercial Card Operations

15 20th Street South, Suite 1502

Birmingham, AL 35233

Email Address: commercialcardservices@bbvacompass.com

Fax Number: 205-524-3489

Each Party shall be solely responsible for the security of its own e-mail and facsimile devices and for any notices sent or purporting to be sent from its e-mail or facsimile devices

18. NONUSE OF SERVICE

In the event that Company does not use the services for a period of six months or longer, BBVA Compass, in its sole discretion, may terminate Company's ability to use the services described in this Agreement on or after such period without any advance notice to Company. Any reinstatement of services under this Agreement must be agreed upon in writing by an authorized representative of BBVA Compass.

19. TERMINATION

This Agreement may be terminated by BBVA Compass at any time upon written notice to Company. This Agreement may be terminated by Company at any time upon written notice to BBVA Compass. This Agreement shall automatically be terminated without notice to Company (i) if there is a death of a guarantor or obligor; (ii) if Company files a petition in bankruptcy, petitions or applies to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets or commences any proceeding under any bankruptcy, dissolution or reorganization law or statute or should there have been filed any such petition or application or any such proceeding against it and such petition or application or proceeding remains un-dismissed for a period of thirty (30) days or more; (iii) if Company becomes insolvent or generally does not pay its debts as they become due or makes a general assignment for the benefit of creditors; (iv) if Company has any substantial part of its property become subject to any levy, seizure, assignment, application for sale for or by any creditor or governmental agency; or (v) if Company fails to maintain its corporate, partnership or other business existence in good standing or, without the prior written consent of BBVA Compass, consolidates or merges with or into or acquires the stock of any other corporation or entity, sells or otherwise transfers all or substantially all of its assets, permits the sale or transfer of a material ownership interest in Company, or otherwise materially changes or permits to be materially changed its organization or corporate or ownership structure. Termination of this Agreement shall not terminate Company's obligation to pay BBVA Compass for all amounts due under the Commercial Card Account (including, without limitation, amounts which post to the Commercial Card Account after such termination), which shall become immediately due and payable upon termination.

20. INDEMNIFICATION

Company agrees to indemnify and hold BBVA Compass, its affiliates, directors, officers, employees, and agents harmless from and against all losses, liabilities, cost, damages and expenses (including reasonable attorneys' fees and cost of litigation) to which BBVA Compass may be subjected or which it may incur in connection with any claims which might arise from or out of: (a) this Agreement, the Commercial Card Account or any Commercial Card, and/or any transactions or fees resulting from or related to any of the foregoing, and (b) Company's use of the internet Card Management Tool or any other software or hardware in connection with the Commercial Card Account or any Commercial Card, regardless of whether BBVA Compass provided the same or required or suggested its use. Company's indemnity obligations under this Section shall survive termination of this Agreement.

21. LIMITATION ON BBVA COMPASS'S LIABILITY

BBVA Compass's duties and responsibilities are limited to those described in this Agreement. BBVA Compass will be responsible for any loss sustained by Company only to the extent that such loss is caused by BBVA Compass's gross negligence or willful misconduct. In any case, liability will extend only to the resulting actual direct loss, and not to any incidental, consequential, indirect or special loss or damage. Further, BBVA Compass will not be liable for any default or delay in the performance of its obligations under the Agreement if and to the extent such default or delay is caused, directly or indirectly, by an act of God; fire, flood or other catastrophe; electrical, computer, mechanical, utility or telecommunications failures or fluctuations; acts or omissions by Company or by third parties; or any other cause beyond BBVA Compass's reasonable control.

MASTERCORVERAGE® LIABILITY PROTECTION PROGRAM AND VISA® LIABILITY PROGRAM

Subject to applicable terms and conditions, Company may be eligible for coverage under MasterCard's MasterCard Coverage Liability Protection or the Visa Liability Programs which provide coverage against employee misuse of the Card. Company should consult the MasterCard® Liability Protection Program and Visa® Liability Program brochures available upon request from BBVA Compass for terms and conditions of coverage. Company acknowledges that BBVA Compass is not responsible for providing any form of liability protection program on Company's behalf and that BBVA Compass makes no representations or warranties regarding any such program that may be offered by third parties.

22. FINANCIAL INFORMATION

Company shall deliver, upon request, to BBVA Compass as soon as available, Company's audited financial statements prepared in accordance with generally acceptable accounting procedures and by independent certified public accountants acceptable to BBVA Compass. Company further agrees to provide to BBVA Compass from time to time such other information regarding the financial condition of Company as BBVA Compass may reasonably request.

23. LIABILITY FOR TAXES

Company shall be responsible for paying any applicable taxes levied or based upon the services provided to Company under this Agreement or any Purchases made utilizing the Commercial Card Account. Company agrees to be liable for all such taxes and further agrees to indemnify BBVA Compass against any claim, or any expense associated with such a claim, for payment of any taxes.

24. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama (without regard to internal principles of conflicts of law) and applicable federal law.

25. HEADINGS

The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction, or meaning.

26. VALIDITY

The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

27. BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the successors, trustees, and permitted assignees of the Parties hereto.

28. MERGER OF AGREEMENTS

This Agreement constitutes the entire agreement between the Parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

29. ATTORNEYS' FEES AND OTHER COLLECTION CHARGES

Company agrees to pay all costs of collecting or attempting to collect any amounts due under this Agreement and all costs of defending any claim asserted against BBVA Compass arising out of or in connection with this Agreement, which costs shall include, without limitation, attorneys' fees and costs.

30. INTERNATIONAL TRANSACTIONS

International transactions include any transactions on the Commercial Card Account made in a foreign currency or made outside of the United States of America, even if that transaction is made in U.S. dollars. If any transaction is made in a currency other than U.S. dollars, MasterCard and/or VISA will convert the amount of that Card transaction into U.S. dollars according to its own currency conversion procedures in effect at that time. The exchange rate used to convert the currency is either a rate selected by MasterCard and/or VISA from the range of rates available in wholesale currency markets on the applicable processing date (which rate may differ from the rate MasterCard and/or VISA itself receives), or the government-mandated exchange rate in effect on the applicable processing date. The exchange rate in effect on the applicable processing date may differ from the exchange rate in effect on the date of the Card transaction. BBVA Compass may charge Company a fee equal to one percent (1%) of the U.S. dollar amount of any international transaction made on the Commercial Card Account, whether that transaction was originally made in U.S. dollars or was made in another currency and converted to U.S. dollars by MasterCard and/or VISA. In either case, the fee will be calculated on the U.S. dollar amount of the transaction provided to BBVA Compass by MasterCard and/or VISA, and will be charged to the Commercial Card Account at the time the transaction is posted to the account. The same conversion process and fee will apply if any international transaction is reversed or credited back to the Commercial Card Account. The amount (in U.S. dollars) of any credit associated with a particular international transaction on the Commercial Card Account is likely to differ from the original amount (in U.S. dollars) of the transaction due to differences in the applicable exchange rates, which may vary daily.

31. AMENDMENTS

BBVA Compass may change the terms of this Agreement at any time by giving Company notice of the change, as required by applicable law. These changes may include modifying or deleting existing terms and adding new terms, including the fees to be paid by Company. Subject

to the requirements of applicable law, any changes to this Agreement will become effective at the time stated in BBVA Compass's notice to Company, and the amended terms of the Agreement will apply to all outstanding unpaid balances that Company owes under this Agreement, as well as to any new charges, unless Company terminates all rights to use the Commercial Card Account on or before the date provided in BBVA Compass's notice. No change to any term or condition of this Agreement shall be effective unless accepted or authorized by BBVA Compass in writing.

32. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies provided by law. Company waives demand, presentment, and notice of dishonor, protest and suit.

33. CROSS COLLATERALIZATION

All capitalized terms shall have the meanings given in the Agreement. Notwithstanding anything in the Agreement to the contrary: 1) Company hereby agrees that (i) the occurrence of an Event of Default under any other agreement or contract with BBVA Compass shall constitute an Event of Default under the Agreement, and (ii) the occurrence of an Event of Default under the Agreement shall constitute an Event of Default under any and all other agreements or contracts with BBVA Compass, and BBVA Compass shall thereafter have all rights and remedies following the occurrence of an Event of Default under all contracts and agreements between Borrower and BBVA Compass. 2) Any collateral securing other loans or obligations of the Company with or to BBVA Compass will also secure the credit extended and/or other obligations incurred under the Agreement.

IN WITNESS WHEREOF, Company has caused this Agreement to be executed by its duly authorized representative as of the date set forth at the beginning of this Agreement.

Company _____

By: _____

Its: _____

Authorized signer

Print name

Signature

Date

ADDENDUM TO COMMERCIAL CARD AGREEMENT Incentive Payment Agreement

THIS ADDENDUM TO THE COMMERCIAL CARD AGREEMENT (the "Agreement") is made and entered into as of the date set forth below by the company whose name is set forth below ("Company") with Compass Bank ("BBVA Compass").

1. Definitions:

- **"Program Year"** means the twelve (12) month period beginning on the date of the Commercial Card Agreement execution, and each successive twelve (12) month period thereafter.
- **"Charge Volume"** means the total US Dollar equivalent of charges made by Company and its Subsidiaries and/or Employees on a BBVA Compass Commercial Card product(s), net of returns, and excluding Large Ticket Transactions, cash advances, refunds and Fraudulent Charges. *(Interchange generated by transaction is greater than 181 basis points and above)*
- **"Fraudulent Charges"** means those Charges which are not initiated, authorized or otherwise requested by Company and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Company and/or a Cardholder.
- **"Qualified Large Ticket/Reduced Interchange Transaction"** means a US Dollar transaction that qualifies for a large ticket or reduced interchange rate. To qualify for the large ticket interchange rates (1) the transaction must be over a specified US Dollar amount (typically exceeds \$7,255) as agreed to by VISA® and MasterCard® with each merchant, (2) the transaction must pass through with associated transactional data as agreed to by each merchant, and (3) the merchant must be signed up as a participant through their Acquirer in the large ticket or reduced interchange program offered by MasterCard® or VISA®.
- **"Large Ticket/Reduced Interchange Transaction Volume"** means total US Dollar transactions made on a BBVA Compass Commercial Card product(s) that have qualified for large ticket/reduced interchange rates *(interchange generated by transaction is 180 basis points and below)*, net of returns and refunds. Large Ticket Transaction Volume will be calculated separately from Charge Volume for rebate calculations.

2. Monthly Rebate

BBVA Compass will calculate a monthly rebate based on the following matrix where the Charge Volume of the Commercial Card program is used to determine the rebate percentage rate. All Large Ticket/Reduced Interchange Transaction Volume will be paid at the .35% rebate rate. The incentive will be deposited to the Company's DDA approximately thirty (30) days after the end of each rebate period. Company's Charge Volume and Large Ticket Transaction Volume will be segregated based on the rebate schedule set forth below for the purpose of rebate calculation:

Annual Charge Volume		Monthly Charge Volume		Rebate Percentage
Low	High	Low	High	
\$1	\$999,999	\$1	\$83,333	0.60%
\$1,000,000	\$1,999,999	\$83,334	\$166,667	1.00%
\$2,000,000	\$2,999,999	\$166,668	\$250,000	1.25%
\$3,000,000	\$3,499,999	\$250,001	\$291,667	1.30%
\$3,500,000	\$3,999,999	\$291,668	\$333,333	1.33%
\$4,000,000	\$4,499,999	\$333,334	\$375,000	1.36%
\$4,500,000	\$4,999,999	\$375,001	\$416,667	1.39%
\$5,000,000	+	\$416,668	+	1.42%
Qualified Large Ticket Transaction Volume				0.35%
Reduced Interchange Transaction Volume				0.10%
Average Transaction Size				\$300

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ADDENDUM TO COMMERCIAL CARD AGREEMENT Incentive Payment Agreement

3. Commercial Card Program & Software Application Information Fees

Annual Card Fee	Waived For Initial Term Of Agreement
Overnight Card Delivery Fee	\$30.00
Company Logo on Card Fee	Waived For Initial Term Of Agreement
SpendNet Navigator Set-up Fee	Waived For Initial Term Of Agreement
SpendNet Navigator Monthly Fee	Waived For Initial Term Of Agreement
International Currency Exchange Fee	1% of USD Amount
Past Due - Account Finance Charge	Waived for Initial Term of Agreement

4. Any rebate payment made pursuant to this Addendum will be net of accumulated unrecoverable fraudulent charges, pursuant to the Agreement, resulting from participation in BBVA Compass programs regardless of whether the underlying agreement between the parties is valid or has been terminated. To remain eligible for any actual or potential incentives, the Company's accounts with the BBVA Compass must remain in good standing.
5. BBVA Compass predicates the pricing contained within this Addendum on the industry business model used to regulate interchange rates. Should a material change in the industry business model occur either in the 1) Interchange rates (from those rates in effect as of the Effective Date of this Agreement) or 2) regulation of such Interchange rates, BBVA Compass shall have the right to negotiate a new rebate offering with the Company. If the parties cannot reach an agreement on the new offering, either party may terminate this Agreement upon sixty (60) days prior written notice.
6. To remain eligible for any actual or potential Incentive, the Company's accounts with the BBVA Compass must remain in good standing. The bank reserves the right to withhold any incentives in the event any of the Company's accounts becomes past due or are otherwise not in good standing in BBVA Compass' sole discretion.
7. BBVA Compass may modify or cancel this addendum to the Commercial Card Agreement at any time by providing ten (10) day notice to the Company.
8. The Company agrees to indemnify and hold BBVA Compass, its affiliates, directors, officers, employees, and agents harmless from and against all losses, liabilities, cost, damages and expenses (including reasonable attorneys' fees and cost of litigation) to which BBVA Compass may be subjected or which it may incur in connection with any claims which might arise from or out of this Addendum to the Commercial Card Agreement.
9. The terms of this addendum are expressly incorporated into the Commercial Card Agreement as if fully set out therein. To the extent there is a conflict in the terms of the Commercial Card Agreement and this Addendum, the terms of this Addendum will supersede the terms of the Commercial Card Agreement. All other provisions of the Commercial Card Agreement remain in full force and effect.
10. Any capitalized terms not specifically defined herein shall have the meanings assigned in the Agreement.

IN WITNESS WHEREOF, Company and BBVA Compass have caused this Addendum to the Commercial Card Agreement to be executed by their duly authorized representatives as of the date set forth below.

Company: Montgomery County Commission

Date _____

Authorized Representative and Title _____

Signature _____

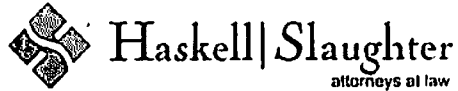
BBVA Compass

Date _____

Authorized Representative and Title _____

Signature _____

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Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t 334.265.8573 | f. 334.264.7945

MEMORANDUM

TTG

August 16, 2017

To: Donnie Mims

From: Thomas T. Gallion, III

Re: BBVA Compass Commercial Card Agreement and Related Addendum

I have reviewed your memorandum of August 16, 2017, regarding BBVA Compass Commercial Card Agreement and Related Addendum and have reviewed same.

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

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

50051-317

16-18



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

MEMORANDUM

TO: Mr. Elton Dean, Sr. Chairman, Montgomery County Commission

FROM: Regina Walker, Grant Manager, Montgomery County Sheriff's Office

Subject: Approval to pursue the National Rifle Association Grant

Date: August 11, 2017

We are requesting the County Commission's approval to pursue the National Rifle Association Grant. This is an annual grant with no local match required. If awarded, funds from this grant will be utilized to assist with the costs of the development of our lower rifle range.

RW/dc

cc: Derrick Cunningham, Sheriff

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

OFFICE 334.832.4980
FAX 334.832.7113

www.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
325 SOUTH McDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

17-1



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

MEMORANDUM

TO: Mr. Elton Dean, Sr. Chairman, Montgomery County Commission

FROM: Regina Walker, Grant Manager, Montgomery County Sheriff's Office

Subject: Approval to pursue the 2017 Homeland Security Competitive Grant

Date: August 11, 2017

We are requesting the County Commission's approval to pursue the 2017 Homeland Security Competitive Grant. This grant has no match requirements. The primary focus of this grant is interoperable communications. If awarded, funds from this grant will be utilized to assist with replacing outdated communications equipment.

RW/dc

cc: Derrick Cunningham, Sheriff

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

WWW.MONTGOMERYSHERIFF.COM

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MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

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DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVEN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

MEMORANDUM

TO: Mr. Elton Dean, Sr. Chairman, Montgomery County Commission

FROM: Regina Walker, Grant Manager, Montgomery County Sheriff's Office

Subject: Approval to pursue the Edward Byrne Memorial JAG equipment grant

Date: August 11, 2017

We are requesting the County Commission's approval to pursue the Edward Byrne Memorial JAG Equipment Grant. This grant has no match requirements. This grant program is designed to assist in enhancing and/or replacing law enforcement equipment throughout the State of Alabama.

RW/dc

cc: Derrick Cunningham, Sheriff

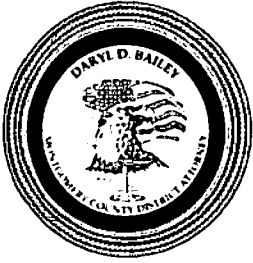
SHERIFF'S OFFICE
POST OFFICE BOX 4219
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DETENTION FACILITY
325 SOUTH McDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

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www.mc-ala.org/da

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



(334)832-2550

August 16, 2017

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

RE: HMFI Funding for FY2017-2018

Dear Chairman Dean:

The Montgomery County Commission has supported the Helping Montgomery Families Initiative (HMFI) for over nine years in our efforts to provide intervention/prevention services to families of youth that attend Montgomery Public Schools who are suspended and/or truant.

To date, none of the youth who successfully completed the program have been charged with a felony or violent crime and over 80% of the youth have had no involvement with the justice system. For the upcoming school term, HMFI will seek to further expand our efforts through the juvenile diversion program in partnership with Juvenile Court. We are planning a meeting with the Montgomery Police Department to discuss ways that we can partner in this effort.

We are committed to continue our efforts to keep youth in school, curb violence, and reduce the number of youth that come in contact with the justice system. We appreciate your continued support and commitment to \$100,000 in funding the HMFI for the upcoming fiscal year 2017-2018.

Thank you for partnering with our office, the Montgomery Public Schools, and the City of Montgomery to provide a proven, unique, and true crime prevention program for the children and families of Montgomery County.

Sincerely,

Daryl D. Bailey
District Attorney

cc: Donnie Mims, County Administrator



July 10, 2017

TO: Commissioner Elton Dean
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

FROM: Montgomery Education Foundation
5950 Carmichael Place, Suite 101
Montgomery, AL 36117

INVOICE

Support for the Brain Forest Summer Learning Program	\$32,000
260 Students	
13 Teachers – Professional Development	

TOTAL	\$32,000
--------------	-----------------

THE BRAIN FOREST **SUMMER LEARNING**

At the Montgomery Education Foundation, we believe with high quality summer learning, Our Kids Can.

2017 DATA REPORT!

On average **0% loss** in reading and math

On average **1-3 month** gain in reading and math

GOAL ACHIEVED



Why does summer learning matter?

Students typically experience 2-3 months of learning loss in reading and math during the summer, causing at-risk students to start the school year almost 2 years behind by the 3rd grade. The Brain Forest Summer Learning Academy is a laboratory of learning for 4th, 5th and 6th grade Montgomery Public School students and teachers. The five-week full day program tackles the challenge of summer learning loss in innovative ways in order to improve student learning and teacher instruction. For the past four summers, students in the program have experienced zero percentage loss and on average have experienced 2-3 month gains in reading and math. In addition, teachers have access to high quality professional development during the program.



100% MPS Students
 13 Certified MPS Teachers
 260 MPS Students
 80 total hours of academic instruction
 Over 15 different enrichment opportunities

- ♦ 30 MPS schools represented
- ♦ Rising 4th, 5th and 6th grade students
- ♦ 5-week program
- ♦ Free to participating families
- ♦ Breakfast, lunch, and snack served daily
- ♦ 13 classrooms
- ♦ Weekly teacher professional development
- ♦ Pre and post assessments
- ♦ Innovative parent and family engagement practices

THE BRAIN FOREST SUMMER LEARNING



What does learning look like?



At Brain Forest, teachers and students learn together in an innovative laboratory. Teachers undergo an intensive 6-week professional development with the guidance of Ron Berger's *Leaders of Their Own Learning*. Students at Brain Forest receive 80 hours of academic instruction throughout the 5-week program. With the help of high quality professional development for our staff, students learn through project-based, hands-on learning centered around grade-level novels. Each afternoon, in a partnership with Montgomery Parks and Recreation, students gain exposure to over 15 different enrichment activities.

- ◊ Team-building
- ◊ Music education
- ◊ Financial literacy with BBVA
- ◊ Horse-back riding
- ◊ Swimming
- ◊ Sports
- ◊ Archery
- ◊ Weekly field trips
- ◊ Reading
- ...And more!

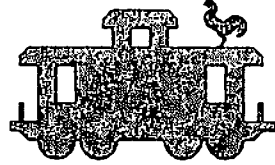
Brain Forest is a previous finalist in the National Summer Learning Association's National Excellence Award Competition!

The National Summer Learning Association, (NSLA) is exclusively focused on closing the achievement gap through high-quality summer learning for all children. The NSLA's Excellence in Summer Learning award is defined by its rigorous application and selection process and seeks to find and draw national attention to exemplary programs.

The Brain Forest is made possible through the Montgomery Education Foundation and the following partners who make this work possible:

The City of Montgomery
Montgomery County Commission
Montgomery Public Schools
Montgomery Parks and Recreation
BBVA Compass Bank

Coca Cola
The Working Women's Home Association
Alpha Kappa Alpha Sorority, Inc., Beta Nu Chapter
Sylvan Learning Center
St. John's Episcopal Church



E.A.T. South Farm

Montgomery County Commissioner Sankey
Montgomery County Commissioner Walker
Montgomery County Commissioner Harris
Montgomery County Commissioner Singleton
Montgomery County Commissioner Dean

Re: E.A.T. South Garden Education Programs

Last year, the Montgomery County Commission allocated \$8,000 to E.A.T. South in order to expand our impact of our garden education programs. Additionally, Commissioner Walker allocated \$2,000 from her personal budget and we received the \$10,000 in December of 2016 which supplemented our education programs.

Our farm field trip, Good Food Day, exposes students to our farm's ecosystem which allows direct interaction with the food system. During the trip to our farm, students interact with our livestock, learn about composting, plant seeds and taste the fresh and healthy veggies, fruit and herbs we grow in addition to local honey from our bees.

During the 2016 school year prior to funding, we hosted 1,259 students through Good Food Day, but this year so far, E.A.T. South has already hosted 1,476 students! We have already exceeded the total number of students impacted in half the time thanks in large part to the allocation from the Montgomery County Commission. We are so grateful for your continued support of our work with food and farming education as we seek to increase our impact even further during the 2017-2018 year! Please consider our request for level funding at this time.

Sincerely,

Beth Anne Dunagan, Executive Director

Tammy Nix

From: Ronda Walker
Sent: Tuesday, August 15, 2017 9:05 AM
To: Donald Mims
Cc: Tammy Nix
Subject: Fwd: E.A.T. South success from County Allocation
Attachments: Letter to the County Commission.pdf; ATT00001.htm

Please include this letter from EAT South in our packet for the 8/21 meeting. I did not ask them to come present, but we need to discuss their request.

Ronda M. Walker
Vice Chairman
Montgomery County Commission
District 3
(334) 201-7608

Begin forwarded message:

From: Beth Anne Dunagan <bethanne@eatsouth.org>
Date: August 15, 2017 at 9:00:07 AM CDT
To: undisclosed-recipients;;
Subject: E.A.T. South success from County Allocation

Good Morning,

Last year, the County Commission allocated funding (received December 2016) to E.A.T. South in support of our education programs. Please see attached.

Thank you for your support of our programs. Without community partners such as you all, our work would not be possible. We are the premier location in Montgomery for garden education and training for kids and adults and we hope to continue increasing our impact moving forward with continued support from our friends and partners in the community.

--

Beth Anne Dunagan
EAT South
Executive Director
706.969.3987
bethanne@eatsouth.org

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>Rebid Date</u>
<u>AUG</u>						
	51100-13B-024	Pest Control Services	County Commission	Knox Pest Control	Aug, 2017	Aug 31, 2019
	51965-14B-014	Internet Services	Information Systems	TW Telecom of Alabama		Aug 31, 2017
	51901-16B-024	Montgomery County Parks Ground Maintenance	Support Service	Sharpcut Lawn Service	July 31, 2017	July 31, 2019
<u>SEPT</u>						
	51901-14B-022	Preventive Maintenance	Support Service	Climate Services		Sept 14, 2017
	52110-13B-027	Oil Service & Tire Rotation	Sheriff's Office	Stivers Ford	Sept 30, 2017	Sept 30, 2019
	52601-16P-001	Manage and Operate Community Based Adolescent Alternative Program	Youth Facility	The Bridge, Inc.	Sept 30, 2016	
	51100-15B-027	Cafeteria Lease	County Commission	ASE Cakes and Catering, LLC	September 7, 2018	Sept 7, 2021
	53300-16B-030	Concrete Pipe	Engineering	Forterra Pipe & Precast	September 30, 2017	Sept 30, 2019
<u>OCT</u>						
	51100-15B-033	Clean Saturday Trash Pickup	County Commission	Sea Coast Disposal	October 31, 2017	Oct 31, 2018
	52200-14B-024	Commissary & Trust	Detention Facility	Keefe Commissary		Oct 31, 2017
	52110-16B-038 52110-16B-038	Footwear Footwear	Sheriff's Office Sheriff's Office	Azars Gulf States Distributors	Oct 16, 2017 Oct 16, 2017	Oct 16, 2019 Oct 16, 2019
	53000-16B-039	Metal Pipe	Engineering	Gulf Atlantic Culvert Co.	Oct 16, 2017	Oct 16, 2019

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

Month Deposited	FY 2016 Collections	FY 2017 Collections	Increase (Decrease)	
			Amount	%
OCTOBER	40,638	43,772	3,134	7.71%
NOVEMBER	40,673	40,230	(443)	-1.09%
DECEMBER	35,655	38,862	3,207	8.99%
JANUARY	40,131	37,116	(3,015)	-7.51%
FEBRUARY	39,769	42,597	2,828	7.11%
MARCH	35,100	40,887	5,787	16.49%
APRIL	47,475	43,801	(3,674)	-7.74%
MAY	34,074	36,639	2,565	7.53%
JUNE	34,011	38,156	4,145	12.19%
JULY	44,820	41,913	(2,907)	-6.49%
AUGUST	36,304	39,546	3,242	8.93%
SEPTEMBER	45,981			
TOTAL	474,632	443,519		
YTD Comparison	\$428,651	\$443,519	\$14,868	3.47%

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - NO AUDITS OR REFUNDS INCLUDED
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

FY 2016		FY 2017			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax	Total Collections	Amount	%
OCTOBER	3,425,186	3,531,996	24,404	3,556,400	131,215	3.83%
NOVEMBER	3,472,817	3,442,102	0	3,442,102	(30,715)	-0.88%
DECEMBER	3,390,391	3,594,253	0	3,594,253	203,862	6.01%
JANUARY	4,247,132	4,270,435	86,820	4,357,256	110,124	2.59%
FEBRUARY	3,243,887	3,226,845	0	3,226,845	(17,042)	-0.53%
MARCH	3,492,053	3,304,970	0	3,304,970	(187,082)	-5.36%
APRIL	3,875,222	3,933,695	201,824	4,135,519	260,297	6.72%
MAY	3,643,376	3,604,052	0	3,604,052	(39,324)	-1.08%
JUNE	3,547,818	3,593,426	0	3,593,426	45,608	1.29%
JULY	3,621,891	3,576,248	180,486	3,756,734	134,843	3.72%
AUGUST	3,470,126					
SEPTEMBER	3,511,821					
Year to Date	\$35,959,772	\$36,078,023	\$493,534	\$36,571,556	\$611,785	1.70%

Total YTD 2016	\$42,941,719	\$35,959,772
Total YTD 2015	\$42,229,243	\$35,329,711
Total YTD 2014	\$40,372,284	\$33,734,984

23-1

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - ACTUAL COLLECTIONS
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

FY 2016		FY 2017			Increase (Decrease)		
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax SSUT	Total Collections	Amount	%	With Out SSUT
OCTOBER	3,454,774	3,551,938	24,404	3,576,342	121,568	3.52%	2.81%
NOVEMBER	3,487,542	3,488,406	0	3,488,406	864	0.02%	
DECEMBER	3,428,685	3,656,532	0	3,656,532	227,848	6.65%	
JANUARY	4,271,023	4,291,564	86,820	4,378,384	107,361	2.51%	0.48%
FEBRUARY	3,299,077	3,236,476	0	3,236,476	(62,601)	-1.90%	
MARCH	3,533,310	3,417,574	0	3,417,574	(115,736)	-3.28%	
APRIL	3,912,864	4,117,075	201,824	4,318,898	406,035	10.38%	5.22%
MAY	3,672,532	3,680,847	0	3,680,847	8,314	0.23%	
JUNE	3,578,989	3,659,662	0	3,659,662	80,674	2.25%	
JULY	3,815,430	3,620,737	180,486	3,801,223	(14,207)	-0.37%	-5.10%
AUGUST	3,577,401						
SEPTEMBER	3,521,328						
Year to Date	\$36,454,226	\$36,720,811	\$493,534	\$37,214,345	\$760,118	2.09%	0.73%

Total YTD 2016	\$43,552,955	\$36,454,226
Total YTD 2015	\$43,026,884	\$36,083,289
Total YTD 2014	\$41,227,831	\$34,363,523

23-2

**MONTGOMERY COUNTY COMMISSION EDUCATION TAX COMPARISON
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017**

EDUCATION SALES TAX

	FY 2016	FY 2017	Increase (Decrease)	
Month Deposited	1.0% Collections	1.0% Collections	Amount	%
OCTOBER	2,286,368	2,334,564	48,195	2.11%
NOVEMBER	2,316,643	2,290,263	(26,380)	-1.14%
DECEMBER	2,261,187	2,420,203	159,016	7.03%
JANUARY	2,837,073	2,841,070	3,997	0.14%
FEBRUARY	2,181,311	2,139,457	(41,855)	-1.92%
MARCH	2,322,353	2,248,749	(73,605)	-3.17%
APRIL	2,576,678	2,723,361	146,683	5.69%
MAY	2,413,851	2,427,158	13,307	0.55%
JUNE	2,359,528	2,420,872	61,344	2.60%
JULY	2,527,504	2,402,677	(124,827)	-4.94%
AUGUST	2,350,722			
SEPTEMBER	2,318,460			
Year to Date	\$24,082,496	\$24,248,373	\$165,877	0.69%

GASOLINE TAX

	FY 2016	FY 2017	Increase (Decrease)	
	Collections	Collections	Amount	%
	132,886	137,536	4,650	3.50%
	137,400	137,661	261	0.19%
	126,037	132,410	6,373	5.06%
	134,503	129,222	(5,281)	-3.93%
	118,284	121,033	2,749	2.32%
	136,621	116,222	(20,399)	-14.93%
	139,244	139,250	6	0.00%
	135,717	131,771	(3,946)	-2.91%
	141,152	128,386	(12,767)	-9.04%
	136,209	152,388	16,180	11.88%
	140,874			
	143,894			
	\$1,338,053	\$1,325,880	-\$12,173	-0.91%

Total YTD 2016	\$28,751,678	\$24,082,496
Total YTD 2015	\$28,371,485	\$23,798,217
Total YTD 2014	\$27,221,676	\$22,689,925

\$1,622,822	\$1,338,053
\$1,613,839	\$1,333,272
\$1,524,828	\$1,251,950

23-3

MONTGOMERY COUNTY COMMISSION LODGING TAX COMPARISON

OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

MONTH DEPOSITED	FY 2016	FY 2017	Increase (Decrease)	
	Collections	Collections	Amount	%
OCTOBER	210,405	213,184	2,779	1.32%
NOVEMBER	228,351	231,791	3,440	1.51%
DECEMBER	202,331	211,662	9,331	4.61%
JANUARY	198,177	188,631	(9,546)	-4.82%
FEBRUARY	195,375	185,122	(10,253)	-5.25%
MARCH	221,142	202,694	(18,448)	-8.34%
APRIL	251,652	252,511	859	0.34%
MAY	252,495	219,103	(33,393)	-13.23%
JUNE	246,727	240,823	(5,904)	-2.39%
JULY	245,469	228,679	(16,790)	-6.84%
AUGUST	239,378			
SEPTEMBER	218,589			
Year to Date	\$2,252,123	\$2,174,199	(\$77,924)	-3.46%

Total YTD 2016	\$2,710,090	\$2,252,123
Total YTD 2015	\$2,577,637	\$2,124,693
Total YTD 2014	\$2,276,971	\$1,835,008

23-4

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

Statistical Report for July 2017

US Marshal Inmates Received	343
FBOP Inmates Received	83
US Marshal Inmate Carryovers from Previous Month	73
FBOP Inmate Carryovers from Previous Month	5
Total US Marshal Inmate Days	2396
Total FBOP Inmate Days	238
Total Federal Inmate Days	2634

State Inmates Received	318
State Inmate Carryovers from Previous Month	527
Total State Inmates in Facility this Month	845
Total State Carryovers to Next Month	530
Total State Inmate Days	16,573

Total Inmates (State and Federal Combined)	1349
Total Inmate Days (State and Federal Combined)	19,207

* Average Daily Population 640

Total Days Billed to the State	16,573
Amount Charged to the State	\$ 29,002.75
Sheriff's Allowance	\$ 348.75
Total Charged to the State	\$ 29,351.50

Total Spent for Food this Month	\$57,017.61
Amount Over Allowance	\$56,668.86
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$3.44

THE STATE OF ALABAMA,

Vendor Number

63600165305

Payable to

MCC & Derrick Cunningham

Sheriff of

Montgomery

County.

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

July , 2017

Date	Total # In Jail	Insane	Juvenile	Federal	Other	Month	Year	Sheriff's Allowance
						# In Jail State	Per Capita	
1	540					540	\$ 945.00	\$ 11.25
2	538					538	\$ 941.50	\$ 11.25
3	540					540	\$ 945.00	\$ 11.25
4	544					544	\$ 952.00	\$ 11.25
5	545					545	\$ 953.75	\$ 11.25
6	539					539	\$ 943.25	\$ 11.25
7	535					535	\$ 936.25	\$ 11.25
8	531					531	\$ 929.25	\$ 11.25
9	532					532	\$ 931.00	\$ 11.25
10	529					529	\$ 925.75	\$ 11.25
11	533					533	\$ 932.75	\$ 11.25
12	539					539	\$ 943.25	\$ 11.25
13	547					547	\$ 957.25	\$ 11.25
14	534					534	\$ 934.50	\$ 11.25
15	539					539	\$ 943.25	\$ 11.25
16	540					540	\$ 945.00	\$ 11.25
17	537					537	\$ 939.75	\$ 11.25
18	529					529	\$ 925.75	\$ 11.25
19	529					529	\$ 925.75	\$ 11.25
20	527					527	\$ 922.25	\$ 11.25
21	526					526	\$ 920.50	\$ 11.25
22	526					526	\$ 920.50	\$ 11.25
23	527					527	\$ 922.25	\$ 11.25
24	538					538	\$ 941.50	\$ 11.25
25	535					535	\$ 936.25	\$ 11.25
26	538					538	\$ 941.50	\$ 11.25
27	536					536	\$ 938.00	\$ 11.25
28	532					532	\$ 931.00	\$ 11.25
29	531					531	\$ 929.25	\$ 11.25
30	527					527	\$ 922.25	\$ 11.25
31	530					530	\$ 927.50	\$ 11.25
Total	16573	0	0	0	0	16573	\$ 29,002.75	\$ 348.75

Amount Chargeable to the State (0900-14) \$ 29,002.75

SSN: Sheriff's Allowance (0900-31) \$ 348.75

Total Amount \$ 29,351.50

Affadavit of the Sheriff before Notary Public
 The State of Alabama Montgomery County

Before me _____ Notary Public, personally appeared

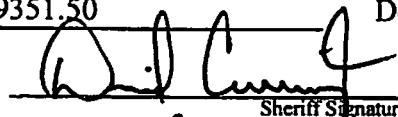
MCC & Derrick Cunningham

Sheriff of said County, who being by me sworn,

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

29351.50

Dollars is correct and

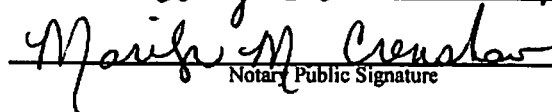


Sheriff Signature

Sworn to and subscribe before me this

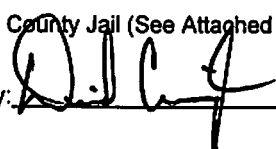
7

day of

August, 2017


Notary Public Signature

24-2

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 #7-2017	
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 08/02/2017		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 TO WEIGHT		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUANTITY	UNIT PRICE COST PER		AMOUNT (1)
July Jail Bill 7/01/2017 to 7/30/2017	07/31/2017	Housing of Federal BOP Inmates Montgomery County Jail (See Attached List) Submitted by:  COR: _____	238	48 Day		11,424.00
(Use continuation sheet(s) if necessary)						TOTAL
(Payee must NOT use the space below)						11,424.00
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

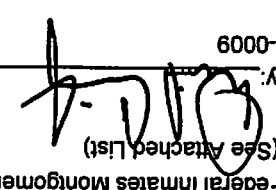
NSN 7540-00-900-2234

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.

24-3

24-4

PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		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		VOUCHER NO Invoice #7-2017	
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 08/02/2017		SCHEDULE NO	
PAID BY USMS M/AL Montgomery		CONTRACT NUMBER AND DATE 08/02/2017		DATE INVOICE RECEIVED	
DISCOUNT TERMS		PAYEE'S ACCOUNT NUMBER		GOVERNMENT B/L NUMBER	
PAYEE'S NAME AND ADDRESS Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 DUNS # 099839086 IGA # 02-11-0009 Fax: (334) 265-0990 corlismiles@mc-ala.org WEIGHT TO					
NUMBER AND DATE OF ORDER 07/31/2017 to 07/01/2017 July Jail Bill		DATE OF DELIVERY OR SERVICE 07/31/2017		ARTICLES OR SERVICES (Enter description, item number or contract or Federal supply schedule, and other information deemed necessary) Housing of Federal Inmates Montgomery County Jail (See Attached List) Submitted by:  IGA # 02-11-0009 COR:	
QUANTITY 2396		UNIT PRICE 48 Day		AMOUNT 115,008.00	
(Payee must NOT use the space below) TOTAL 115,008.00					
PAYMENT: ☐ ADVANCE ☐ PROGRESS ☐ FINAL ☐ PARTIAL ☐ COMPLETE ☐ PROVISIONAL					
APPROVED FOR \$ EXCHANGE RATE \$1.00 DIFFERENCES					
BY 2 TITLE (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 1561020XD H52 D02 HDH5000D					
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 received 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.		TITLE PER			

The information requested on this form is required under the provisions of 31 U.S.C. 822 and 824, 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 result in the payment being delayed or the payment being refused.

Previous edition usable NSN 7540-00-900-2234

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 #7-2017	
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 08/02/2017		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 WEIGHT		
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)
July Jail Bill 07/01/2017 to 07/31/2017	07/31/2017	Non-Medical Transport of Federal Inmates Montgomery County Jail (See Attached List) Submitted by: <u>[Signature]</u> IGA # 02-11-0009 COR: _____ PT-4AP-D02- -TRP-	636 1	0.535	Mile	340.26
				0.535		
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL 340.68
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR		EXCHANGE RATE		DIFFERENCES _____ Amount verified, correct for payment (Signature or initials)
		= \$		= \$1.00		
		BY 2				
		TITLE				
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 1561020XD H52 D02 HDT5001D						
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.

24-5

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

July 2017 Monthly Jail Report -- State Inmates

Number of Inmates Brought Over from Previous Month:

O/M	5	1.02%
W/M	83	16.33%
B/M	375	68.37%
W/F	29	6.12%
B/F	34	8.16%
O/F	1	0.00%
Total	527	100.00%

Number of Inmates Received During the Month:

O/M	2	0.63%
W/M	48	15.09%
B/M	196	61.64%
W/F	19	5.97%
B/F	52	16.35%
O/F	1	0.31%
Total	318	100.00%

Total Number of Inmates in Jail During the Month:

O/M	7	0.83%
W/M	131	15.50%
B/M	571	67.57%
W/F	48	5.68%
B/F	86	10.18%
O/F	2	0.24%
Total	845	100.00%

Number of Inmates Released or Removed During the Month:

O/M	2	0.63%
W/M	58	18.41%
B/M	184	58.41%
W/F	23	7.30%
B/F	48	15.24%
O/F	0	0.00%
Total	315	100.00%

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

O/M	5	0.94%
W/M	73	13.77%
B/M	387	73.02%
W/F	25	4.72%
B/F	38	7.17%
O/F	2	0.38%
Total	530	100.00%

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

July 2017 Monthly Jail Report -- Federal Bureau of Prison Inmates

Number of Inmates Brought Over from Previous Month:

O/M	0
W/M	0
B/M	5
W/F	0
B/F	0
O/F	0
Total	<u>5</u>

Number of Inmates Received During the Month:

O/M	1
W/M	3
B/M	3
W/F	0
B/F	0
O/F	0
Total	<u>7</u>

Number of Inmates in Jail During the Month:

O/M	1
W/M	3
B/M	8
W/F	0
B/F	0
O/F	0
Total	<u>12</u>

Number of Inmates Released or Removed During the Month:

O/M	0
W/M	1
B/M	2
W/F	0
B/F	0
O/F	0
Total	<u>3</u>

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

O/M	1
W/M	2
B/M	6
W/F	0
B/F	0
O/F	0
Total	<u>9</u>

24-7

Community Corrections Census & Fiscal Report

PROGRAM TYPE:	Oct, 16	Nov, 16	Dec, 16	Jan, 17	Feb, 17	Mar, 17	Apr, 17	May, 17	June, 17	July, 17	Aug, 17	Sept, 17	TOTAL:
-County Probation Offenders	129	131	131	124	133	138	136	135	138	143	0	0	
Fees Collected	410.00	625.00	462.00	435.00	400.00	320.00	220.00	320.00	230.00	210.00	-	-	\$3,632.00
-Pre-Trial Release Participants	40	32	30	29	37	37	33	32	31	29	0	0	
(Jail Bed- Days Saved)	1310	1480	868	888	924	1116	1039	1022	932	899	0	0	
Fees Collected	365.00	685.00	389.00	345.00	390.00	353.00	220.00	245.95	255.00	210.00	-	-	\$3,457.95
-Drug Court Offenders	21	20	22	21	18	16	15	13	17	20	0	0	
Fees Collected	2,040.00	2,210.00	2,516.00	2,020.00	2,140.00	1,605.00	1,665.00	2,215.00	2,805.00	2,130.00	-	-	\$21,346.00
-Jail/Prison Diversion Offenders	180	163	169	173	175	156	166	172	183	188	0	0	
Fees Collected	2,776.00	2,395.00	2,850.00	2,717.00	2,885.00	2,426.00	2,102.00	2,320.00	2,424.00	2,200.00	-	-	\$25,097.00
Amt. Billed to AL Dept. of Corrections	33,430.00	31,090.00	35,250.00	34,260.00	29,820.00	30,780.00	27,830.00	27,870.00	31,110.00	30,550.00	-	-	\$311,990.00
-Electronic Monitoring Offenders	0	0	0	0	0	0	0	0	0	0	0	0	
Fees Collected	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
-Drug Screenings	217	277	342	226	307	231	158	305	183	181	0	0	
Fees Collected	1,294.00	1,170.00	1,490.00	1,599.00	1,445.00	1,295.00	910.00	1,355.00	1,786.00	1,130.00	-	-	\$13,484.00
-E.V.E.N. DV Program Enrolled	117	118	99	93	99	101	87	91	94	103	0	0	
Fees Collected	2,250.00	1,510.00	\$1,345.00	1,510.00	1,635.00	1,260.00	1,712.50	1,855.00	1,355.00	1,567.50	-	-	\$16,010.00
-Other Fees Collected	100.00	180.00	60.00	60.00	215.00	320.00	260.00	160.00	160.00	285.00	0.00	0.00	\$1,800.00
TOTAL FEES: (15-16 FY)	\$ 42,667.00	\$ 39,855.00	\$ 44,362.00	\$ 42,946.00	\$ 38,930.00	\$ 38,359.00	\$ 34,919.50	\$ 36,340.95	\$ 40,145.00	\$ 38,282.50	\$ -	\$ -	\$ 396,816.95
Prior Year Fees (Comparison):	\$39,299.76	\$37,216.00	\$37,566.00	\$39,265.00	\$38,618.00	\$39,926.60	\$36,831.00	\$37,622.50	\$35,208.00	\$41,293.00	\$43,681.00	\$41,842.00	
TOTAL POPULATION SERVED:	467	464	451	445	462	448	437	443	463	483	0	0	
(Population at end of Reporting Month)													
Comparison Population Previous Year	418	419	431	436	433	425	420	422	411	436	449	455	
-Community Service Participants	14	13	14	10	10	26	20	25	21	29	0	0	
(Community Service Hours)	140	114	133	167	179	173	196	228	182	195	0	0	
Value of Labor at \$7.25 per Hr.	\$ 1,015.00	\$ 829.04	\$ 964.25	\$ 1,208.29	\$ 1,299.56	\$ 1,254.25	\$ 1,421.00	\$ 1,651.04	\$ 1,315.88	\$ 1,413.75	\$ -	\$ -	\$12,372.05
(Minimum Wage)													

	Drug Court	AL D.O.C.	Client Fees	E.V.E.N.
Budget Allocation (Anticipated Revenue)	\$33,000.00	\$360,000.00	\$89,000.00	\$28,000.00
Total Amount Collected/Billed to Date	\$21,346.00	\$311,990.00	\$45,670.95	\$16,010.00
Balance (of anticipated revenue)	\$11,654.00	\$48,010.00	\$43,329.05	\$11,990.00

Revenue Comparison to Prior Year

Current FY Year to Date Total	\$396,816.95
Prior Year to Date	\$382,846.75
Difference From Prior Year	\$13,970.20 +

Total Projected Fees from All Other Sources*
 Target Amount expected to be collected/billed by date
 Total Collected/Billed to date

\$510,000.00	
\$425,000.00	Target Percent 83.33%
\$396,816.95	% of Goal Collected/Billed to date** 77.81%
	**Goal = \$510,000 divided by 12 & X# of Months Completed this FY
Difference from Anticipated Revenue to Date: + or -	-\$28,183.05
*Other than from County Appropriations	

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