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

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

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

February 2, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Information pertaining to the February 6, 2017
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, February 6, 2017, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

County offices will be closed on Monday, February 20, 2017 in observance of Presidents' Day.

Also, 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 February 6, 2017

Waived Rules Items to Consider for February 6, 2017

2. Consider Authorization of Industrial Access Agreement with the Alabama Department of Transportation regarding a New Side Road in the Montgomery Industrial Park for Gerhardi, Inc., County Commission

3. Consider Authorization of Contractual Agreement with Tri-State Abatement, Inc., regarding Asbestos Abatement and Demolition of a County-Owned House located at Snowdoun Park, County Commission

4. Consider Authorization of Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 5PER (FY2015 - $81,927.14), Sheriff's Office

5. Consider Authorization of Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 6LEL (FY2016 - $6,932.86), Sheriff's Office

6. Consider Authorization of Renewal Agreement with Don H. Payne regarding External Collection Services, Tax and Audit

7. Consider Authorization of Bid Award to Galls, LLC, Gulf States Distributors and MAC Uniforms for Sheriff's Office Uniforms, Sheriff's Office

<u>Items to Consider for the Tuesday, February 21, 2017 Montgomery County Commission Regular Meeting Agenda</u>

8. Consider Authorization of Pharmacy Management Services Agreement with Carlisle Medical Incorporated and Carlisle & Associates, Risk Management

9. Consider Authorization of Health Center Share Agreement with Alliance Insurance Group, Inc., and CareHere, LLC, concerning a Health Center Location for the Benefit of CareHere Clients, Risk Management

10. Consider Authorization of Payment of 2017 Membership Dues to the Public Risk Management Association (PRIMA) for Director of Risk Management Scott Kramer, Risk Management

11. Consider Adoption of Resolution in Support of ATRIP-2 Bond Issue, Engineering Department

12. Consider Authorization of Reappointment of Board Member David Livingston for a Term Expiring March 1, 2023, Pike Road Volunteer Fire Protection Authority

13. Consider Authorization of Alabama Recycling Fund Grant Application to the Alabama Department of Environmental Management (ADEM) regarding the Solid Waste Recycling Program, County Commission

14. Consider Authorization of Amendment Number 2 to Contract with The Office Pal for Toner Cartridges (Contract Number 51901-15B-014), Support Services

15. Consider Authorization of Bid Award to Coast to Coast, Inc., for SAN Backup Storage Appliance Expansion, Bid Number 51965-17B-009, Information Systems

16. Consider Authorization of Payment to the Garrett Coliseum Redevelopment Corp in the amount of $50,000 for FY2017 Appropriation and $25,000 for 2017 Facility Upgrades for a total of $75,000 **(The Commission has appropriated a total of $200,000 regarding this matter over the years. $50,000 was given on each of the following dates: December 17, 2012, January 21, 2014, April 20, 2015 and May 2, 2016)**

17. Consider Authorization of Award for Request for Proposals for the Implementation of The Montgomery County Commission's Minority and Women Business Enterprise Initiative **(We will discuss Monday which consultant the County Commission desires to select)**

18. Consider County Tax Levies for the Year 2017, County Commission

<u>Personnel Action Items</u>

19. Consider Authorization of New Position for a Supervisor in the Business Personal Property Section, Appraisal Department

<u>General Information</u>

20. Copy of Information regarding 2017 Montgomery Kidney Walk **(On November 2, 2015, the Commission approved a Budget Change Request in the amount of $5,000 for this program and on February 17, 2015, the Commission approved a Budget Change Request in the amount of $10,000 for this program)**

21. Copy of Workforce Innovation and Opportunity Act Local Area Designation Policy

22. Copy of Chief Local Elected Officials Agreement

23. Copy of Information regarding the Alabama-Korea Education & Economic Partnership (A-KEEP) **Amount of Request: $15,000 (On March 6, 2016, Commissioners Harris and Hall appropriated $2,500 from each of their accounts and the Commission approved a Budget Change Request in the amount of $5,000 for this program for a total of $10,000)**

24. Copy of Non-Profit Agency Funding Request from Montgomery S.T.E.P. Foundation **(Amount of Request: $50,000 for Violence Prevention Program in At-Risk Public Schools & Housing Communities.)**

25. Copy of Letter from Senior Vice President of Corporate Development Ellen G. McNair, Montgomery Area Chamber of Commerce regarding the Calling of an Executive Session to Discuss a Commerce or Trade Matter

26. Copy of Information regarding Risk Management from Director of Risk Management Scott Kramer

27. Copy of Letter from Gerhardi Inc., requesting to Change the Road Name in the Montgomery Industrial Park from "Lynn Gowan Close" to "Gerhardi Drive"

28. Copy of Letter from President Matt Holdbrooks with Kid One Transport Systems requesting Funding in the amount of $8,000 for the Program **(On April 4, 2016, the Commission approved a Budget Change Request in the amount of $8,000 for this program. On July 2, 2014, the Commission approved a Budget Change Request in the amount of $7,500 for this program)** **<u>(This organization is requesting to make a presentation at the next meeting)</u>**

29. Copy of Schedule of Upcoming Bids/Contract Renewals for 2017

30. Copy of Service of Process Fee (Sheriff Process Fee) Collection for February 2017

<u>Request for Funding (No Attachments)</u>

Request for Funding in the Amount of $3,000 from Dr. D'Linell Finley with Alabama State University of the College of Liberal Arts and Social Sciences for Student Travel

If you have any questions, please contact me.

/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
FEBRUARY 6, 2017

8:00 a.m.	Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
8:10 a.m.	Artistic Director Kitty Seale and Director of Development Brenda Dennis with the Alabama Dance Theatre – Presentation regarding the Program **(On May 18, 2015, Chairman Dean appropriated $500 from his account and Commissioners Harris and Hall appropriated $1,000 from each of their account. The Commission approved a Budget Change Request in the amount of $5,000 for the Program for a total of $7,500. On January 4, 2016, the Commission approved a Budget Change Request in the amount of $15,000 for the Program)**
8:20 a.m.	Director Karen Smith with the Montgomery County Department of Human Resources – Presentation regarding DHR
8:30 a.m.	Regional Director Pam Sparks with the Alabama Kidney Foundation and Patient Chair of the Kidney Walk Jiles Williams, Jr. – Presentation regarding the 2017 Kidney Walk **(General Information Item 20)**
8:40 a.m.	Executive Director Ed Castile with AIDT and Regional Workforce Council Liaison Brenda Tuck with the Alabama Department of Commerce – Presentation regarding Workforce Innovation and Opportunity Act Local Area Designation Policy **(General Information Item 21)** and Chief Local Elected Officials Agreement **(General Information Item 22)**
8:50 a.m.	Chief Appraiser Clay Henley – Presentation regarding Authorization of New Position for a Supervisor in the Business Personal Property Section **(Personnel Action Item 19)**
8:55 a.m.	County Engineer George Speake – Presentation regarding Industrial Access Agreement with the Alabama Department of Transportation regarding a New Side Road in the Montgomery Industrial Park for Gerhardi, Inc. **(Waived Rules Item 2)** and Resolution in Support of ATRIP-2 Bond Issue **(Future Agenda Item 11)**
9:00 a.m.	Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce – Presentation regarding Letter from Gerhardi Inc., requesting to Change the Road Name in the Montgomery Industrial Park from "Lynn Gowan Close" to "Gerhardi Drive" **(General Information Item 27)** and Executive Session regarding a Commerce or Trade Matter **(General Information Item 25)**
9:10 a.m.	Executive Director Meesoon Han with A-KEEP – Request for Funding in the Amount of $15,000 for the Program **(General Information Item) (On March 6, 2016, Commissioners Harris and Hall appropriated $2,500 from each of their accounts and the Commission approved a Budget Change Request in the amount of $5,000 for this program for a total of $10,000) (General Information Item 23)**

9:20 a.m. Chairman Clay Torbert with Blue Gray National Collegiate Tennis Classic – Presentation regarding Blue Gray Tennis Tournament and Request for Funding **(On February 2, 2015, Chairman Dean and Commissioner Hall appropriated $750 from each of their accounts, Vice Chairman Harris appropriated $500 from his account, Commissioner Walker appropriated $1,000 from her account and the Commission approved a $5,000 Budget Change Request for this event for a total of $8,000. On February 16, 2016, the Commission approved an $8,000 Budget Change Request for this event.)**

9:30 a.m. Formal Session of County Commission

10:00 a.m. Mr. Sederick Fluker with the Montgomery S.T.E.P. Foundation – Request for Funding in the Amount of $50,000 **(General Information Item 24)**

10:10 a.m. Director of Risk Management Scott Kramer – Presentation regarding Pharmacy Management Services Agreement with Carlisle Medical Incorporated and Carlisle & Associates, **(Future Agenda Item 8)**, Health Center Share Agreement with Alliance Insurance Group, Inc., and CareHere, LLC, concerning a Health Center Location for the Benefit of CareHere Clients **(Future Agenda Item 9)**, Payment of 2017 Membership Dues to the Public Risk Management Association (PRIMA) for Director of Risk Management Scott Kramer **(Future Agenda Item 10)**, and Information regarding Risk Management **(General Information Item 26)**

10:20 a.m. Finance Director Barry Crabb with the City of Montgomery – Presentation regarding Alabama Recycling Fund Grant Application to the Alabama Department of Environmental Management (ADEM) regarding the Solid Waste Recycling Program **(Future Agenda Item 13)**

10:30 a.m. General Services Director Lamar Allen – Presentation regarding Building Projects/Priorities

11:00 a.m. Adjourn

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ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190
www.mc-ala.org

February 1, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

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

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

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

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

GCS/gcs

Attachment

cc; File

2-1

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

Robert Bentley
Governor

John R. Cooper
Transportation Director

November 16, 2016

Chair of County Commission
Montgomery County Commission
Montgomery, Alabama

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

Dear Chair of County Commission:

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

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

Sincerely,

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

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

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

2-2

AGREEMENT-INDUSTRIAL ACCESS

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

2-3

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

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

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

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

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

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

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

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

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

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

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

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

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

2-4

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

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

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

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

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY:
(Signature) Chairman
Montgomery County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

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

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

Chief Engineer
Don T. Arkle, P.E.

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

BY:
Chief Counsel, Jim Ippolito, Jr.
Alabama Department of Transportation

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE ______ DAY OF ______________, 20____.

GOVERNOR OF ALABAMA
ROBERT BENTLEY

2-5

RESOLUTION NUMBER__________________

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

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

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

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

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

20________.

ATTESTED:

______________________________ ______________________________

County Clerk Chairman, County Commission

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

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

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

_________ day of ___________________, 20 _______.

____

County Clerk

SEAL

2-6

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

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

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

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

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

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

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

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

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

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

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

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

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

APPROVAL: Ray D. Bass
CHIEF ENGINEER

APPROVAL: ______________________ 2/14/01
TRANSPORTATION DIRECTOR DATE

2-8

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

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

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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

2-9

February 1, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Demolition of Snowdoun Park Building

A collapsing building is located on the Snowdoun Park property and requires demolition. Demolition will make way for future expansion of parking. Attached is a proposal and contract from Tri-State Abatement, Inc., for asbestos abatement and demolition of the building at a cost of $10,450.

Because there is an immediate need for demolition, I request that rules be waived and the contract be placed on the agenda for approval.

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into the ____ day of February, 2017, between Tri-State Abatement, Inc., Brookwood, Alabama, ("Contractor") and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Montgomery County Commission desires to have asbestos abatement and demolition of a house located at Snowdoun Park, 8440 US Highway 331, Montgomery, Alabama, and Contractor agrees to perform said work in accordance with its Proposal dated January 17, 2017, a copy of which is attached hereto;

NOW, THEREFORE, in consideration thereof, Contractor and Montgomery County Commission agree as follows:

1. Contractor agrees to perform work as described in its Proposal. All terms and conditions of the Proposal are incorporated herein by this reference.

2. Contractor shall at all times be in compliance with all OSHA and EPA guidelines.

3. Contractor shall hold Montgomery County Commission harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work of any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this agreement.

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

5. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly

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employ, hire for employment, or continue to employ an authorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the _____ day of February, 2016.

WITNESS: Tri-State Abatement, Inc.

______________________________ BY:______________________________

TITLE:______________________________

WITNESS: MONTGOMERY COUNTY COMMISSION

______________________________ BY:______________________________

TITLE:______________________________

3-3

Tri-State Abatement, Inc.

15237 Howton Loop Road
Brookwood, AL 35444
(205) 331-5506
tristateabatement@gmail.com

January 17, 2017

Lamar Allen
Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36102

RE: 8440 US HWY 331
Abatement and Demolition
Montgomery, AL

Mr. Allen,

Tri-State Abatement, Incorporated is pleased to submit this proposal to furnish all labor, materials and equipment to remove and dispose of transite siding, window glazing, sheetrock, and linoleum as well as demolish house to the ground for the total sum of **$10,450.00 (Ten thousand four hundred fifty and NO dollars)**. We are assuming all suspect materials to be ACM. County will provide a dump truck to haul off concrete debris. All wood will be recycled or disposed of by us.

This price includes all asbestos waste and debris disposal and OSHA air monitoring. All work will be completed according to OSHA and EPA guidelines. This price is good for 30 days. Our payment terms are 30 days from receipt of invoice which will be processed after completion of work. Thank you for allowing Tri-State Abatement, Incorporated to serve you on this project. If you need any additional information, please do not hesitate to contact me @ (205) 454-7882

Sincerely,
Sean Johnson
Sean Johnson

By signing this letter and faxing to (205) 331-5507 or presenting it to a Tri-State supervisor, I am accepting as authorized Company Representative to have the work done as described above.

____________________________ ________________________
Signature of Company Representative Date

Haskell | Slaughter
attorneys at law

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

I T6

MEMORANDUM

January 31, 2017

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Contractual Agreement with Tri-State Abatement, Inc.

I have reviewed your memorandum of January 31, 2017, and the contractual agreement with Tri-State Abatement, Inc., regarding asbestos abatement and demolition of a house located at Snowdoun Park, 8440 US Highway 331, Montgomery, Alabama, which the County Commission owns. The County plans to demolish the home and to place a parking lot on this property which will serve the Snowdoun Park.

It is my opinion that this agreement is acceptable. 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.

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DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

January 12, 2017

MEMORANDUM

MONTGOMERY COUNTY COMMISSION
2017 JAN 12 PM 4:23

TO:	Mr. Donnie Mims County Administrator
FROM:	Sheriff Derrick Cunningham D.C. Montgomery County Sheriff's Office
SUBJECT:	Homeland Security Grant 5PER Grant - $81,927.14

I am requesting that the County Commission approve the above-mentioned Cooperative Grant Agreement at the February 6th Commission meeting. After the grant is approved, please have Chairman Dean sign the agreements. Please return both of the original signed copies to Regina Walker, Grant Manager.

If you have any questions, please do not hesitate to contact me, 832-1660 or 313-7216.

DC/rw

encls.

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

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

WWW.MONTGOMERYSHERIFF.COM

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

1. Administrator Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		**2. Issuing Office & Address:** Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2015	**4. Amount of:** Federal: $81,927.14 Total: $81,927.14	**5. Effective Dates** Begin: 1/1/2017 End: 7/31/2018	**6. Award Number:** 5PER

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Administrator, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2015 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Administrator and the Equipment Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Administrator and Equipment Recipient must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. The Administrator and Equipment Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Administrator and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

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

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

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

5. Project Implementation: The Administrator and the Equipment Recipient agrees to implement all projects within 90 days following the award effective date or be subject to automatic cancellation of the award. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.

6. Written Approval of Changes: Any mutually agreed upon changes to this award must be approved in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this award. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

7. Individual Consultants: Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.

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COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

8. Bidding Requirements: The Administrator and Equipment Recipient must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.

9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Administrator must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; *however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.

10. Terms of Grant Period: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.

11. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.

12. Recording and Documentation of Receipts and Expenditures: The Administrator's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.

13. Financial Responsibility: The financial responsibility of the Administrator must be such that the Administrator can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;

b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;

c. The accounting system should provide accurate and current financial reporting information;

d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

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COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Administrator and the Equipment Recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Administrator and the Equipment Recipient will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Administrator or the Equipment Recipient.

b. The federal procedures for managing equipment will be the responsibility of the Administrator. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
(2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
(4) Adequate maintenance procedures must be developed to keep the property in good condition.
(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

c. Disposition: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Administrator agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. *These vehicles may not be used for routine administration or daily operations*. The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.

e. Equipment Marking: The Administrator and the Equipment Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

15. Performance: Funds may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those award conditions or other obligations established by ALEA. In the event the Administrator or the Equipment Recipient fails to perform the services described herein and has previously received an award from ALEA, the full amount of the payments made shall be reimbursed to ALEA. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, then a proportional reimbursement shall be made to ALEA for payments made.

16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.

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COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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17. Americans with Disabilities Act of 1990 (ADA): The Administrator and the Equipment Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.

19. Utilization of Minority Businesses: Administrators and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

21. Debarment Certification: With the signing of the cooperative agreement, the Administrator and the Equipment Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.

22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.

23. Publications: The Administrator agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The Administrator also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Administrator.

24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

25. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.

26. Compliance Agreement: The Administrator and the Equipment Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

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

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

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

28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on an Administrator or Equipment Recipient for any of the following reasons:

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

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

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

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

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

f. Other good cause shown.

29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY14 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY14 Homeland Security Grant Program funding.

a. The Administrator of FY14 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any Administrator allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.

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COOPERATIVE AGREEMENT
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30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient agrees to remain a party to the AMAS program.

31. Budget Detail Worksheet (BDW):

a. The Administrator will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Administrator must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Administrator will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the US DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total $5,000.00 or more, a new signature sheet by stakeholders is required to be submitted with the BDW revision. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

b. In regard to Law Enforcement, the Administrator agrees to spend the appropriate percentage of this award in compliance with US DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.

32. Metropolitan Medical Response System (MMRS):

a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS Administrators are to:

- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
- Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework.
- Promote sub-State regional coordination of mutual aid with neighboring localities.
- Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events.
- Validate the Administrator's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
- Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
- Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard.
- Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible.
- Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained.
- Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments.

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STATE HOMELAND SECURITY GRANT PROGRAM
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b. Budget detail worksheets will document program expenses as prescribed in other sections of the Homeland Security Grant Program guidance. Budget detail worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.

33. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.

34. Overtime and Backfill: Administrators must read and comply with the funding restrictions provided in FY14 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency*. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package.

35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Administrator must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Administrators must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding. MMRS funds may not be used for any type of construction.

36. Reporting Requirement: The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifth teen (15) days after the end of each quarter. The Sub-Grantee agrees to submit a Final Report thirty days (30) after the grant end date.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

37. <u>Civil Rights Act of 1964-Title VI:</u> All Sub-Grantees and Sub-Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (<u>42 U.S.C. section 2000d et seq.</u>), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Regulations for implementation of the act can be found at <u>6 C.F.R., Part 21</u> and <u>44 C.F.R. Part 7.</u>

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

CERTIFICATION BY THE ADMINISTRATOR

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

Name: Derrick Cunningham

Title: Sheriff

Agency Address: 115 South Perry St. Montg. AL 36104

Phone Number: (334) 832-1646

Fax Number: (334) 832-7113

Mobile Number: (334) 850-1329

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

Signature: [signature] Date: 1-12-17

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name:

Title:

Agency Address:

Phone Number:

Signature: Date:

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.

Name:

Title, Agency, Agency Address, Phone Number:

Signature: Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Stan Stabler

Title: Secretary, Alabama Law Enforcement Agency

Signature: Stan Stabler Date: 12/16/16

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

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

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

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

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

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

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

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

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

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

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --
   (a) The dangers of drug abuse in the workplace;
   (b) The grantee's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation and employee assistance programs, and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

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

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

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending	

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

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

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

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

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

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

Form Completed By
Name: Title:

Signature:

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DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

January 12, 2017

MEMORANDUM

TO:	Mr. Donnie Mims County Administrator
FROM:	Sheriff Derrick Cunningham D.C Montgomery County Sheriff's Office
SUBJECT:	Homeland Security Grant 6LEL Grant - $6,932.86

I am requesting that the County Commission approve the above-mentioned Cooperative Grant Agreement at the February 6th Commission meeting. After the grant is approved, please have Chairman Dean sign the agreements. Please return both of the original signed copies to Regina Walker, Grant Manager. .

If you have any questions, please do not hesitate to contact me, 832-1660 or 313-7216.

DC/rw

encls.

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7115

WWW.MONTGOMERYSHERIFF.COM

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

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM

ASSISTANCE ALLOCATION – LETTER OF AGREEMENT

1. Sub-Grantee Name & Address: MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		**2. Issuing Office & Address:** Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2016	**4. Amount of:** Federal: $6,932.86 Total: $6,932.86	**5. Effective Dates** Begin: 1/1/2017 End: 7/31/2018	**6. Award Number:** 6LEL

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub- Grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2016 is herein referred to as the Agreement Fiscal Year.

1. Applicable Federal Regulations and Guidance: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Sub-Grantee and Equipment Recipient must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. The Sub-Grantee and Equipment Recipient or Sub-Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Sub-Grantee and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

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

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

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

5. Project Implementation: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to implement all projects within 90 days following the award effective date or be subject to automatic cancellation of the award. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.

6. Written Approval of Changes: Any mutually agreed upon changes to this award must be approved in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this award. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

7. Individual Consultants: Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.

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COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

8. Bidding Requirements: The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with proper competitive bidding procedures as required by 2 CFR 200 Subpart D (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.

9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Sub-Grantee must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; *however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.

10. Terms of Grant Period: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than fifteen (15) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.

11. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.

12. Recording and Documentation of Receipts and Expenditures: The Sub-Grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.

13. Financial Responsibility: The financial responsibility of the Sub-Grantee must be such that the Sub-Grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;

b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;

c. The accounting system should provide accurate and current financial reporting information;

d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

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COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Sub-Grantee and the Equipment Recipient or Sub-Recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Sub-Grantee and the Equipment Recipient or Sub-Recipient will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Sub-Grantee or the Equipment Recipient or Sub-Recipient.

b. The federal procedures for managing equipment will be the responsibility of the Sub-Grantee. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
(2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
(4) Adequate maintenance procedures must be developed to keep the property in good condition.
(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

c. Disposition: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. *These vehicles may not be used for routine administration or daily operations.* The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.

e. Equipment Marking: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

15. Performance: Funds may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those award conditions or other obligations established by ALEA. In the event the Sub-Grantee or the Equipment Recipient or Sub-Recipient fails to perform the services described herein and has previously received an award from ALEA, the full amount of the payments made shall be reimbursed to ALEA. However, if the services described herein are partially performed, and the Sub-grantee has previously received financial assistance, then a proportional reimbursement shall be made to ALEA for payments made.

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COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.

17. Americans with Disabilities Act of 1990 (ADA): The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.

19. Utilization of Minority Businesses: Sub-Grantees and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

21. Debarment Certification: With the signing of the cooperative agreement, the Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.

22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.

23. Publications: The Sub-Grantee agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.

24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

25. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.

26. Compliance Agreement: The Sub-Grantee and the Equipment Recipient or Sub-Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

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COOPERATIVE AGREEMENT
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27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

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

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

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

28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Sub-Grantee or Equipment Recipient for any of the following reasons:

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

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

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

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

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

f. Other good cause shown.

29. National Incident Management System (NIMS): The SAA met the NIMS compliance requirements in order to receive FY16 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY16 Homeland Security Grant Program funding.

a. The Sub-Grantee of FY16 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.

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30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient or Sub-Recipient agrees to remain a party to the AMAS program.

31. Budget Detail Worksheet (BDW):

a. The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the US DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total $1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

b. In regard to Law Enforcement, the Sub-Grantee agrees to spend the appropriate percentage of this award in compliance with US DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.

32. Metropolitan Medical Response System (MMRS):

a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS Sub-Grantees are to:

- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
- Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework.
- Promote sub-State regional coordination of mutual aid with neighboring localities.
- Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events.
- Validate the Sub-Grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
- Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
- Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard.
- Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible.
- Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained.
- Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments.

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b. Budget detail worksheets will document program expenses as prescribed in other sections of the Homeland Security Grant Program guidance. Budget detail worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.

33. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State THIRA, and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.

34. Overtime and Backfill: Sub-Grantees must read and comply with the funding restrictions provided in FY16 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency*. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Sub-Grantee. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package.

35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Sub-Grantee must provide to the SAA (ALEA) appropriate documentation required by HSGP guidance (for forwarding to FEMA) prior to any draw down of funds. Sub-Grantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding. MMRS funds may not be used for any type of construction.

36. Reporting Requirement: The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifth teen (15) days after the end of each quarter. The Sub-Grantee agrees to submit a Final Report thirty days (30) after the grant end date.

Initial Here D.C
5-8

37. Civil Rights Act of 1964-Title VI: All Sub-Grantees and Sub-Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Regulations for implementation of the act can be found at 6 C.F.R., Part 21 and 44 C.F.R. Part 7.

Initial Here D.C
5-9

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

CERTIFICATION BY THE SUB-GRANTEE	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Sub-Grantee as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and that the receipt of these funds will not supplant state or local funds.	
Name: Derrick Cunningham	
Title: Sheriff	
Agency Address: 115 South Perry St Montg. AL 36104	
Phone Number: (334) 832-1646	
Fax Number: (334) 832-7113	
Mobile Number: (334) 850-1329	
E-Mail Address: DerrickCunningham@mc-ala.org	
Signature:	Date: 1-12-17

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Sub-Grantee; and, that the receipt of these funds will not supplant state or local funds.	
Name:	
Title:	
Agency Address:	
Phone Number:	
Signature:	Date:

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

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS	
I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.	
Name:	
Title, Agency, Agency Address, Phone Number:	
Signature:	Date:

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR	
Name: Stan Stabler	
Title: Secretary, Alabama Law Enforcement Agency	
Signature: Stan Stabler	Date: 12/16/16

Initial Here DC
5-10

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

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

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

1. LOBBYING

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

   A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

   B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

   C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

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

   A. The applicant certifies that it and its principals:

      (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

      (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

      (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

      (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

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

Initial Here D.C.
5-11

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

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

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

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

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

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --
- (a) The dangers of drug abuse in the workplace;
- (b) The grantee's policy of maintaining a drug-free workplace;
- (c) Any available drug counseling, rehabilitation and employee assistance programs, and
- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

- (a) Abide by the terms of the statement; and
- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- **APPLICABLE TO SUB-GRANTEES RECEIVING $50,000 OR MORE.**
As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for sub-grantees --

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

Initial Here D.C.

5-12

CFDA TITLE: Homeland Security Grant Program
CFDA#: 97.067.

ACCEPTANCE OF AUDIT REQUIREMENTS

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

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

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

1. *Audit Period:	Beginning		Ending		

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

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

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

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

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

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

Form Completed By
Name: Title:

Signature:

Initial Here D.C.
5-13

Alabama Homeland Security Program
FY 2016 Budget Detail Worksheet

County: Montgomery

Budget # : 1

Agency: Montgomery Police Department

Grant: 5PER/6LEL

HS POC:

Date: December 19, 2016

Signature

Category must be one of the following: Personal Protective Equipment (PPE), CBRNE Search and Rescue (SAR), Information Technology (IT), Cyber Security (SC), Interoperable Communications (Int. Op), Physical Security (PS), Terrorism Prevention (TP), Power Equipment (PE) CBRNE Logistical Support (LS), Medical Supplies and Pharmaceuticals (MED), CBRNE Response Vehicles (VEH), CBRNE Reference Materials (REF), CBRNE Detection (DET), Decon (DECON), Explosive Device Mitigation & Remediation (EDM), Agricultural Terrorism PR & M (AG), CBRNE Response Watercraft (Water), CBRNE Aviation (Air), Intervention Equipment (IE), Other Authorized Equipment (OAE), Inspection & Screening Systems (I&S)

Discipline Abbreviations: LE-Law Enforcement, EMS-Emergency Medical Services, EMA-Emergency Management, FS-Fire Services, HZ-HAZMAT, PW-Public Works, PH-Public Health, GA-Governmental Administrative, PSC-Public Safety Communications, HC-Health Care

CATEGORY	AEL Ref #	ITEM	COST EACH	QUANTITY	TOTAL	DISCIPLINE	AGENCY
EDM	02EX-01-XRAP	Nexray Mini X-Ray System	$49,250.00	1	$49,250.00	LE	Montgomery Police Department
EDM	02EX-02-TKEX	Carbon Fire	$5,595.00	1	$5,595.00	LE	Montgomery Police Department
PPE	02PE-01-SRCH	EOD 10 With Helmet	$31,351.00	1	$31,351.00	LE	Montgomery Police Department
EDM	07ED-03-PORT	Fluke Meter 88V	$500.00	1	$500.00	LE	Montgomery Police Department
EDM	02EX-02-TLPB	Wire Attack Kit/ WASPP kit	$1,900.00	1	$1,900.00	LE	Montgomery Police Department
EDM	02EX-02-TLEX	Remington Nitro Turkey Shells No6 shot	$11.00	24	$264.00	LE	Montgomery Police Department
					$0.00		
					$0.00		
					$0.00		
					$0.00		
					$0.00		
					$0.00		
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					$0.00		
					$0.00		
					$0.00		
					$0.00		
					$0.00		
					$0.00		
Grand Total					$88,860.00		

*** Any changes to the budget requires submission of a new budget worksheet outlining the requested changes. The new budget must be attached to Project Revision form. Any changes to the budget and project requires formal approval from ALEA.**

5-14

ELTON N. DEAN, SR.
CHAIRMAN

RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ANDREW D. HALL
JILES WILLIAMS, JR

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

Tax & Audit Department
P.O. Box 4779
Montgomery, Alabama 36103-4779

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mc-ala.org

MEMORANDUM

DATE: January 31, 2017

TO: Sherrill Thomas, Finance Director

FROM: Terri Henderson, Revenue Manager Terri Henderson 01/31/2017 ST 2/1/17

RE: **Renewal of External Collection Services Agreement**

Please note the term of our current External Collection Services Agreement between the Montgomery County Commission and Don H. Payne is set to expire on February 13, 2017. The proposed renewal Agreement that has been submitted to our office today via email from Attorney Constance Walker with Haskell Slaughter Young & Gallion, LLC is attached for your review. Please note that the proposed Agreement is for a new eighteen (18) month term commencing on February 14, 2017. A copy of the current Agreement that expires on February 13, 2017 is also attached.

I would respectfully request that this proposed renewal Agreement be included on the agenda for the Montgomery County Commission meeting on February 6, 2017, or as soon as possible thereafter, for further discussion and consideration. Thank you in advance for your consideration and assistance with this matter.

tah/attachments

AGREEMENT

THIS NEW AGREEMENT made this 14th day of February 2017 between The MONTGOMERY COUNTY COMMISSION ("COUNTY") AND DON H. PAYNE (MR. PAYNE or the EXTERNAL COLLECTOR).

WITNESSETH:

WHEREAS, The COUNTY is in need of an agent capable of performing certain tax compliance and enforcement services, specifically collection services for delinquent tax accounts; and

WHEREAS, The COUNTY and the EXTERNAL COLLECTOR desire to enter into this AGREEMENT under which EXTERNAL COLLECTOR shall provide such tax collection services for delinquent accounts for the COUNTY;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants of the parties hereinafter set forth, The COUNTY and the EXTERNAL COLLECTOR hereby agree as follows.

1. Services/Scope.

During the term of this AGREEMENT, THE EXTERNAL COLLECTOR agrees to perform the following tax collection services for the COUNTY:

THE EXTERNAL COLLECTOR will provide tax collection services for a designated portion of businesses within Montgomery County's universe of non-property taxpayers as assigned or approved by Montgomery County. Taxes included in that universe include Sales, Use, Lodgings, Gasoline, and Fuel taxes. Collection services will be performed on those taxpayer accounts identified and assigned to the EXTERNAL COLLECTOR. Montgomery County will provide letters of authorization and introduction of the EXTERNAL COLLECTOR as a representative of the COUNTY. Collection of delinquent taxes shall only be initiated with the assignment of delinquent accounts from Montgomery County. The EXTERNAL COLLECTOR agrees and understands that he shall have no authority to determine the amount of any tax, interest, court cost, or penalty owed to Montgomery County.

All taxpayer information is confidential and may not be used outside the scope and performance of this AGREEMENT. Applicable tax documents or information may be shared with other tax jurisdictions with an Information Sharing Agreement with the COUNTY.

Conditions of Work.

It is understood that the EXTERNAL COLLECTOR may employ an appropriate range of means, methods, and conditions of work so long as such remain consistent with established and acceptable business practices for professional third party collecting firms under applicable law.

2. Fee for Services.

(a) As a fee for services to be rendered hereunder, the COUNTY shall pay $25 per hour for the services of collection of delinquent taxes.

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(b) It is understood that the EXTERNAL COLLECTOR shall pay all local travel and other expenses incurred in the performance of these collection services. If any overnight travel outside the State is required, the EXTERNAL COLLECTOR may request payment for applicable travel costs. All revenue generated by collection activities shall be received in the form of a check made payable to the *Montgomery County Commission* and shall be forwarded, along with applicable paperwork, as soon as possible. The EXTERNAL COLLECTOR shall submit invoices with applicable supporting documents to Montgomery County. Payment shall be due within thirty (30) days of receipt of such invoice.

3. Term. The term of this AGREEMENT shall commence on the date hereof and shall continue in effect for eighteen (18) months or until canceled by either party upon ninety (90) days prior written notice of cancellation. This AGREEMENT shall terminate automatically if the EXTERNAL COLLECTOR loses or foregoes any license or bond that is required under applicable law.

4. Assignment. The EXTERNAL COLLECTOR may not assign the rights or obligations under this AGREEMENT without the prior written consent of the COUNTY. Further, use of any other collector or individual other than MR. PAYNE must have prior approval from Montgomery County.

5. Governing Law. This AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

6. Initial Dispute Resolution

If a dispute arises out of or relates to the AGREEMENT between the EXTERNAL COLLECTOR and the County, or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution.

7. Final Dispute Resolution. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the parties to the AGREEMENT.

8. Entire Agreement. This AGREEMENT contains the entire understanding of the parties and supersedes all previous verbal and written agreements and may only be modified, altered, or amended in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day and year first set forth above.

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MONTGOMERY COUNTY COMMISSION	DON H. PAYNE
By:______________________	By:______________________
Elton N. Dean, Sr.	Don H. Payne
Title: Chairman	
Date: ______________________	Date: ______________________

6-4

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager MS

DATE: February 1, 2017

RE: Invitation to Bid No. 52110-17B-008
Sheriff's Office Uniforms

Request that rules be waived and approve of award on the above referenced Invitation to Bid, to: Galls, LLC for item numbers 1-21, 23-27, 30, 57 and 58 in the amount of $74,830.70, based on unit pricing; Gulf States Distributors for item numbers 28 and 29, in the amount of $1,942.50, based on unit pricing; MAC Uniforms for item numbers 22, 37-58 in the amount of $54,805.00, based on unit pricing, be placed on the agenda for the County Commission February 6, 2017.

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

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

7-1

DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

February 1, 2017

MEMORANDUM

TO	:	Mr. Donnie Mims, County Administrator Montgomery County Commission
FROM	:	Sheriff Derrick Cunningham D.C. Montgomery County Sheriff's Office
SUBJECT	:	Sheriff's Office Uniform Bid Bid #: 52110-17B-008

I am hereby requesting that the County Commission waive the rules for the Sheriff's Office Uniform Bid as the current contract expires on Monday, February 6th, same day as the next County Commission meeting. Please waive rules so that the new uniform contract will be in effect on Tuesday, February 7th.

If you need anything further, please do not hesitate to contact me.

DC/crv

7-2

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS: 56 BIDS MAILED				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 52110-17B-008 ISSUED: January 10, 2017 OPENED: January 31, 2017 SHERIFF'S OFFICE TERMS OF PAYMENT / DISCOUNT:				Galls, LLC. 1340 Russell Cave Rd. Lexington, KY 40505 Attn: Michael Andres Jr. (800) 876-4242		Gulf States Distriubtors P.O. Box 241387 Montgomery, AL 36117 Attn: Theresa Floyd (334) 271-2010		MAC Uniforms 2208 3rd Ave. North Birmingham, AL 35203 Attn: Brian Stignani (205) 324-6011		Goaltex Nafeco G& C Supply CO., Inc. Siegel's Uniform NO BID		ICS Lawmen's Shooters' Supply Uniform Sales of America NO BID	
				10-30 Bus. Days		3-6 Weeks ARO		7 BUS. Days ARO					
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	BLAUER SUPERSHIRT L/S-MEN	EA	50	$50.33	$2,516.50								
1	BLAUER SUPERSHIRT L/S MEN 4X	EA	1	$65.44	$65.44								
1	BLAUER SUPERSHIRT 4X XLN	EA	1	$70.47	$70.47								
1	BLAUER SUPER SHIRT 5X LNG, XLN	EA	1	$88.09	$88.09								
2	BLAUER SUPERSHIRT S/S MEN	EA	50	$46.33	$2,316.50								
2	BLAUER SUPERSHIRT S/S MEN 4X	EA	1	$60.22	$60.22								
3	BLAUER CLASSACT PANTS- MEN	EA	50	$39.67	$1,983.50								
3	BLAUER CLASSACT PANTS- MEN 52-54	EA	1	$47.60	$47.60								
3	BLAUER CLASSACT PANT 56-60	EA	1	$60.22	$60.22								
4	BLAUER SUPERSHIRT L/S WOMEN	EA	50	$46.33	$2,316.50								
4	BLAUER SUPERSHIRT L/S WOMEN 50-52	EA	1	$55.61	$55.61								
5	BLAUER SUPERSHIRT S/S WOMEN	EA	50	$50.33	$2,516.50								
5	BLAUER SUPERSHIRT S/S WOMEN 50-52	EA	1	$60.39	$60.39								
6	BLAUER CLASSACT PANTS-WOMEN	EA	50	$39.67	$1,983.50								
6	BLAUER CLASSACT PANTS-WOMEN 28-30	EA	1	$47.60	$47.60								
7	BLAUER PATROL SHELL	EA	50	$145.33	$7,266.50								
7	BLAUER PATROL SHELL 4X LNG	EA	1	$212.73	$212.73								
7	BLAUER PATROL SHELL 5X LNG	EA	1	$286.36	$286.36								
7	BLAUER PATROL SHELL 2X-5X SHT	EA	1	$255.33	$255.33								
8	BLAUER SOFTSHELL FLEECE JACKET	EA	50	$110.00	$5,500.00								
8	BLAUER SOFTSHELL FLEECE JACKET 4X	EA	1	$142.88	$142.88								
9	BLAUER BDU TACTICAL SHIRT L/S - MEN	EA	50	$58.67	$2,933.50								
9	BLAUER BDU TACTICAL SHIRT L/S - MEN 4X LNG,4X XLN	EA	1	$82.14	$82.14								
10	BLAUER BDU TACTICAL SHIRT S/S- MEN	EA	50	$52.67	$2,633.50								
11	BLAUER BDU TACTICAL SHIRT S/S- WOMEN	EA	50	$52.67	$2,633.50								
12	BLAUER BDU TACTICAL SHIRT L/S- WOMEN	EA	50	$58.67	$2,933.50								
12	BLAUER BDU TACTICAL SHIRT L/S- WOMEN 5X	EA	1	$88.00	$88.00								
13	BLAUER BDU TACTICAL PANTS- MEN	EA	50	$58.00	$2,900.00								
13	BLAUER BDU TACTICAL PANTS- MEN 52-56	EA	1	$69.61	$69.61								
13	BLAUER BDU TACTICAL PANTS- MEN 56-60	EA	1	$75.39	$75.39								
13	BLAUER BDU TACTICAL PANTS- MEN 60+	EA	1	$87.00	$87.00								
14	BLAUER BDU TACTICAL PANTS- WOMEN	EA	50	$58.00	$2,900.00								
14	BLAUER BDU TACTICAL PANTS- WOMEN 28-30	EA	1	$69.61	$69.61								
15	5.11 TACTICAL SHIRT S/S-MEN	EA	50	$35.00	$1,750.00	$39.90	$1,995.00						

Notes:

Galls, LLC has additional charges for oversized clothing not included in bid price

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Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 52110-17B-008 ISSUED: January 10, 2017 OPENED: January 31, 2017 SHERIFF'S OFFICE TERMS OF PAYMENT / DISCOUNT:				Galls, LLC. 1340 Russell Cave Rd. Lexington, KY 40505 Attn: Michael Andrews Jr. (800) 876-4242		Gulf States Distriubtors P.O. Box 241387 Montgomery, AL 36117 Attn: Theresa Floyd (334) 271-2010		MAC Uniforms 2208 3rd Ave. North Birmingham, AL 35203 Attn: Brian Stignani (205) 324-6011		Goaltex Nafeco G& C Supply CO. , Inc. Siegel's Uniform NO BID		ICS Lawmen's Shooters' Supply Uniform Sales of America NO BID	
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
15	5.11 TACTICAL SHIRT S/S-MEN	EA	50	$35.00	$1,750.00								
15	5.11 TACTICAL SHIRT S/S-MEN, 5X RE & LNG	EA	1	$40.44	$40.44								
16	5.11 TACTICAL SHIRT L/S-MEN	EA	50	$38.16	$1,908.00	$44.00	$2,200.00						
17	5.11 TACTICAL SHIRT S/S WOMEN	EA	50	$34.99	$1,749.50	$39.90	$1,995.00						
18	5.11 TACTICAL SHIRT L/S WOMEN	EA	50	$34.99	$1,749.50	$44.00	$2,200.00						
18	5.11 TACTICAL SHIRT L/S WOMEN	EA	50	$34.99	$1,749.50								
19	5.11 TACTICAL PANTS- MEN	EA	50	$36.05	$1,802.50	$41.50	$2,075.00						
19	5.11 TACTICAL PANTS- MEN 28-44	EA	1	$37.07	$37.07								
19	5.11 TACTICAL PANTS- MEN 46-54	EA	1	$42.41	$42.41								
19	5.11 TACTICAL PANTS- MEN 54	EA	1	$43.81	$43.81								
20	5.11 TACTICAL PANTS-WOMEN	EA	50	$32.60	$1,630.00	$41.50	$2,075.00						
21	WINDBREAKER	EA	50	$26.00	$1,300.00	$32.90	$1,645.00	$34.50	$1,725.00				
21	WINDBREAKER 2X-3X	EA	1	$27.00	$27.00								
21	WINDBREAKER 4X-5X	EA	1	$29.00	$29.00								
21	WINDBREAKER 6X	EA	1	$30.00	$30.00								
22	T-SHIRTS	EA	50	$25.00	$1,250.00	$10.90	$545.00	$4.95	$247.50				
23	BLAUER ARMORSKIN BASE SHIRT S/S MEN	EA	50	$37.00	$1,850.00								
23	BLAUER ARMORSKIN BASE SHIRT S/S MEN 4X	EA	1	$48.11	$48.11								
23	BLAUER ARMORSKIN BASE SHIRT S/S MEN 5X	EA	1	$64.76	$64.76								
24	BLAUER ARMORSKIN BASE SHIRT L/S MEN	EA	50	$40.00	$2,000.00								
24	BLAUER ARMORSKIN BASE SHIRT L/S MEN 4X	EA	1	$51.85	$51.85								
24	BLAUER ARMORSKIN BASE SHIRT L/S MEN 5X	EA	1	$70.00	$70.00								
25	BLAUER ARMORSKIN BASE SHIRT L/S WOMEN	EA	50	$40.00	$2,000.00								
26	BLAUER ARMORSKIN BASE SHIRT S/S WOMEN	EA	50	$37.00	$1,850.00								
27	BLAUER FLEECE LINED V-NECK SWEATER	EA	50	$89.33	$4,466.50								
27	BLAUER FLEECE LINED V-NECK SWEATER 4X	EA	1	$116.14	$116.14								
28	DICKIE PANTS- MEN	EA	50	$25.00	$1,250.00	$18.95	$947.50	$22.55	$1,127.50				
28	DICKIE PANTS- MEN 52-70	EA	1	$27.50	$27.50								
29	DICKIE PANTS- WOMEN	EA	50	$25.00	$1,250.00	$19.90	$995.00	$23.65	$1,182.50				
29	DICKIE PANTS- WOMEN 18 REG, 20-24 REG	EA	1	$25.50	$25.50								
29	DICKIE PANTS- WOMEN 18 SHT, 20-24 OB, 20-24 SHT	EA	1	$27.25	$27.25								
30	BLAUER TURTLE NECK DICKIE	EA	50	$11.33	$566.50								

Notes:

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Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 52110-17B-008 ISSUED: January 10, 2017 OPENED: January 25, 2017 SHERIFF'S OFFICE TERMS OF PAYMENT / DISCOUNT:				Galls, LLC. 1340 Russell Cave Rd. Lexington, KY 40505 Attn: Michael Andrews Jr. (800) 876-4242		Gulf States Distriubtors P.O. Box 241387 Montgomery, AL 36117 Attn: Theresa Floyd (334) 271-2010		MAC Uniforms 2208 3rd Ave. North Birmingham, AL 35203 Attn: Brian Stignani (205) 324-6011		Goaltex Nafeco G& C Supply CO. , Inc. Siegel's Uniform NO BID		ICS Lawmen's Shooters' Supply Uniform Sales of America NO BID	
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
31	FLYING CROSS CLASS A SHIRT - L/S - MEN	EA	50										
32	FLYING CROSS CLASS A SHIRT- S/S - MEN	EA	50										
33	FLYING CROSS CLASS A PANTS - MEN	EA	50										
34	FLYING CROSS CLASS A SHIRT L/S- WOMEN	EA	50										
35	FLYING CROSS CLASS A SHIRT S/S - WOMEN	EA	50										
36	FLYING CROSS CLASS A PANTS- WOMEN	EA	50										
37	ELBECO TEXTROP2 SHIRT W/ ZIPPER L/S- MEN	EA	50					$44.80	$2,240.00				
38	ELBECO TEXTROP2 SHIRT W/ ZIPPER S/S- MEN	EA	50					$41.00	$2,050.00				
39	ELBECO TEXTROP2 PANTS- MEN	EA	50					$43.00	$2,150.00				
40	ELBECO TEXTROP2 SHIRT W/ZIPPER L/S - WOMEN	EA	50					$44.80	$2,240.00				
41	ELBECO TEXTROP2 SHIRT W/ZIPPER S/S - WOMEN	EA	50					$41.00	$2,050.00				
42	ELBECO TEXTROP2 PANTS-WOMEN	EA	50					$43.00	$2,150.00				
43	ELBECO SHIELD PERFORMANCE SOFT SHELL	EA	50					$100.00	$5,000.00				
44	ELBECO DUTY MAXX TACTICAL SHIRT L/S- MEN	EA	50					$56.00	$2,800.00				
45	ELBECO DUTY MAXX TACTICAL SHIRT S/S- MEN	EA	50					$50.85	$2,542.50				
46	ELBECO DUTY MAXX CARGO PANTS- MEN	EA	50					$64.40	$3,220.00				
47	ELBECO DUTY MAXX TACTICAL SHIRT L/S- WOMEN	EA	50					$56.00	$2,800.00				
48	ELBECO DUTY MAXX TACTICAL SHIRT S/S- WOMEN	EA	50					$50.85	$2,542.50				
49	ELBECO DUTY MAXX CARGO PANTS- WOMEN	EA	50					$64.40	$3,220.00				
50	ELBECO UFX TACTICAL POLO L/S- MEN	EA	50					$38.10	$1,905.00				
51	ELBECO UFX TACTICAL POLO S/S- MEN	EA	50					$34.35	$1,717.50				
52	ELBECO BODYSHEILD EXTERNAL VEST CARRIER	EA	50					$84.00	$4,200.00				
53	HORACE SMALL SENTRY SHIRT W/ ZIPPER L/S- MEN	EA	50					$50.00	$2,500.00				
54	HORACE SMALL SENTRY SHIRT W/ ZIPPER S/S- MEN	EA	50					$45.55	$2,277.50				
55	HORACE SMALL SENTRY SHIRT W/ ZIPPER L/S-WOMEN	EA	50					$50.00	$2,500.00				

Notes:

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Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 52110-17B-008 ISSUED: January 10, 2017 OPENED: January 31, 2017 SHERIFF'S OFFICE TERMS OF PAYMENT / DISCOUNT:				Galls, LLC. 1340 Russell Cave Rd. Lexington, KY 40505 Attn: Michael Andrews Jr. (800) 876-4242		Gulf States Distriubtors P.O. Box 241387 Montgomery, AL 36117 Attn: Theresa Floyd (334) 271-2010		MAC Uniforms 2208 3rd Ave. North Birmingham, AL 35203 Attn: Brian Stignani (205) 324-6011		Goaltex Nafeco G& C Supply CO. , Inc. Siegel's Uniform **NO BID**		ICS Lawmen's Shooters' Supply Uniform Sales of America **NO BID**	
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
56	HORACE SMALL SENTY SHIRT W/ZIPPER S/S- WOMEN	EA	50					$45.55	$2,277.50				
57	OPTIONAL EMBRODIERY OF BADGE	EA	50	$10.00	$500.00	$10.00	$500.00	$6.00	$300.00				
58	OPTIONAL EMBRODIERY OF NAME	EA	50	$7.00	$350.00	$7.00	$350.00	$3.00	$150.00				
	Total Cost of Items 1-56				$77,811.03		$16,672.50		$56,665.00				
	Total Cost of Items 1-58				$78,661.03		$17,522.50		$57,115.00				

Notes:

7-6

PHARMACY MANAGEMENT SERVICES AGREEMENT

AGREEMENT

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

SERVICES

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

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

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

INVOICING

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

TERMS

Net-30

RECORDS

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

INSURANCE
See attachment

8-1

DISPUTE RESOLUTION

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

TERMINATION

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

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

MONTGOMERY COUNTY COMMISSION

BY:________________________
(Signature)

TITLE:________________________

DATE:________________________

CARLISLE MEDICAL, INC
CARLISLE & ASSOCIATES

BY:________________________
(Signature)

TITLE:________________________

DATE:________________________

63-0890498
FEDERAL TAX ID #

8-2

EXHIBIT A

RETAIL & MAIL ORDER PHARMACY PROGRAM

SERVICE/FEES

SERVICES

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

FEES

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

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

8-3

EXHIBIT B

CASE MANAGEMENT PRESCRIPTION REVIEW

SERVICE/FEES

SERVICES

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

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

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

FEES

$350.00 per review.

EXHIBIT C

DURABLE MEDICAL EQUIPMENT (DME)

SERVICE/FEES

SERVICES

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

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

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

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

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

FEES

Average savings is 20% below fee schedule.

Haskell | Slaughter
attorneys at law

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

TTG.

MEMORANDUM

February 2, 2017

To: Donnie Mims

From: Thomas T. Gallion, III

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

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

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

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

50051-317

8-6

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

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

WITNESSETH

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

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

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

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

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

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

I. PURPOSE

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

II. STATEMENT OF RESPONSIBILITIES:

ALLIANCE RESPONSIBILITIES

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

9-1

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

MONTGOMERY COUNTY RESPONSIBILITIES

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

III. COSTS

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

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

IV. MANAGEMENT OF SERVICES:

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

V. TERM OF AGREEMENT:

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

VI. LIABILITY; NO WAIVER OF IMMUNITY

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

VII. MUTUAL AGREEMENTS

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

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

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

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

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

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

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

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

If to Alliance:

____
____
____

If to Montgomery County:

____
____
____

If to CareHere:

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

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

(Signatures on following page)

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

EXECUTED THIS _____ day of ____________, 20__.

ALLIANCE INSURANCE GROUP, LLC

By: ______________________

Name: ___________________
Title: ____________________
Date: ____________________

MONTGOMERY COUNTY COMMISSION

By: _____________________

Name: _________________
Title: __________________
Date: __________________

CAREHERE, LLC

By: ______________________

Name: ___________________
Title: ____________________
Date: ____________________

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

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

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

January 17, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Risk Management Director

SUBJECT: Public Risk Management Association (PRIMA) Membership Dues

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

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

Membership Dues Renewal Notice

Date: December 14, 2016

Billed to:

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

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

Your 2016 PRIMA membership benefits expire this month!

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

Details

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

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

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

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

Card Number ______________________ Expiration Date ________ CVV # ________

Authorized Signature ______________________ Email ______________________
(required for receipt)

Billing address ____

City ________________ State ________ Zip ____________

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

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

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

10-2

Elton N. Dean, Sr.
Chairman

Daniel Harris, Jr.
Vice Chairman

Andrew D. Hall
Ronda M. Walker
Jiles Williams, Jr.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

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

January 31, 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

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

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

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

GCS/gcs

Attachment

cc: File

RESOLUTION IN SUPPORT OF ATRIP-2 BOND ISSUE

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

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

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

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

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

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

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

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

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

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

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

11-2

Discussion Proposal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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M[redacted]NTY REPORT

What a [redacted]ennies Make

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

$4,480
To Replace One Linear Foot of Bridge

$80,000
To Resurface One Road Mile

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

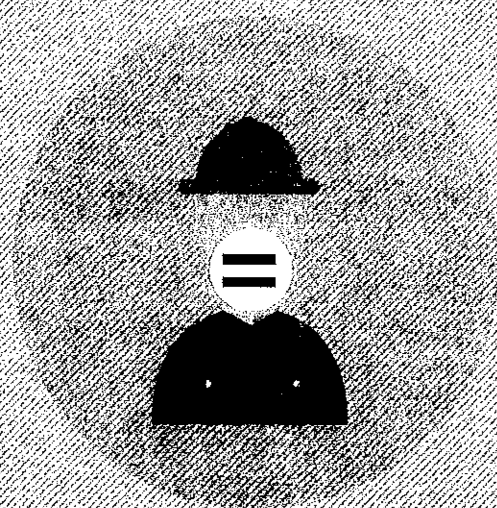
Consider this...

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

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

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

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



486
Additional Miles of Resurfaced Roads

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

$194 million in benefits

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

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

ACCA drive ALABAMA

11-6

PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY

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

2017 JAN 31 AM 8:45
MONTGOMERY COUNTY COMMISSION

January 27, 2017

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

RE: REAPPOINTMENT OF MR. DAVID LIVINGSTON

Dear Mr. Mims,

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

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

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

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

Sincerely,

Angie Bradsher, Chairman

Cc: Doug Singleton, Commissioner
File

12-1

Updated 12/2016

Pike Road Volunteer
Fire Protection Authority

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

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

Term: 6 years

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For help completing this application, please contact ADEM at 334-271-7988.

ADEM
Alabama Department of Environmental Management

Alabama Recycling Fund Grant Application

Applicant Information

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

Contact Information

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

Project Costs

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

General Project Information

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

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

Please see attached

Project Description:

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

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

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

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

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

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

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

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

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

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

Signature/Certification

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

Responsible Official Signature	Title	Date Signed
	Chairman, Montgomery County Commission	

Responsible Official Name (Printed/Typed)	Lead Applicant Name/Entity
Elton N. Dean, Sr.	City of Montgomery

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

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

MONTGOMERY COUNTY

SOLID WASTE MANAGEMENT PLAN

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

Prepared By:

GOODWYN | MILLS | CAWOOD

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

October 8, 2015

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I. Introduction

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

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

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

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

13-8

VII. Recycling

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

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

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

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

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

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

13-9

VIII. Proposed Alternatives

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

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

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

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

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

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

Montgomery County currently generates approximately 11,908 tons per year of municipal solid waste. Projections show the county's waste increasing to 21,028 tons per year by the year 2025. Given these figures, it is currently more economical for Montgomery County to contract with a private company

13-10

IX. Economic Considerations

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

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

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

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

XI. Guidelines for Local Approval of New or Expanded Facilities

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

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

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

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

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

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

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

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

XII. Public Participation

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

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

October 9, 2015

Mayor Gordon Stone
Town of Pike Road

RE: Solid Waste Management Plan
Montgomery County, Alabama

Mayor Stone:

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

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

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

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

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

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

Respectfully,

Justin Barrett, P.E., CFM

Mayor Stone

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September 2011

SOLID WASTE MANAGEMENT PLAN

CITY OF MONTGOMERY

Submitted on behalf of :
City of Montgomery, Alabama

Submitted by:
CDG Engineers and Associates

13-15

No. 145-2007; and

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

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

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

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

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

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

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

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

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

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

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

Brenda Gale Blalock
BRENDA GALE BLALOCK, CITY CLERK

13-16

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

2.1 SWMP Jurisdiction:

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

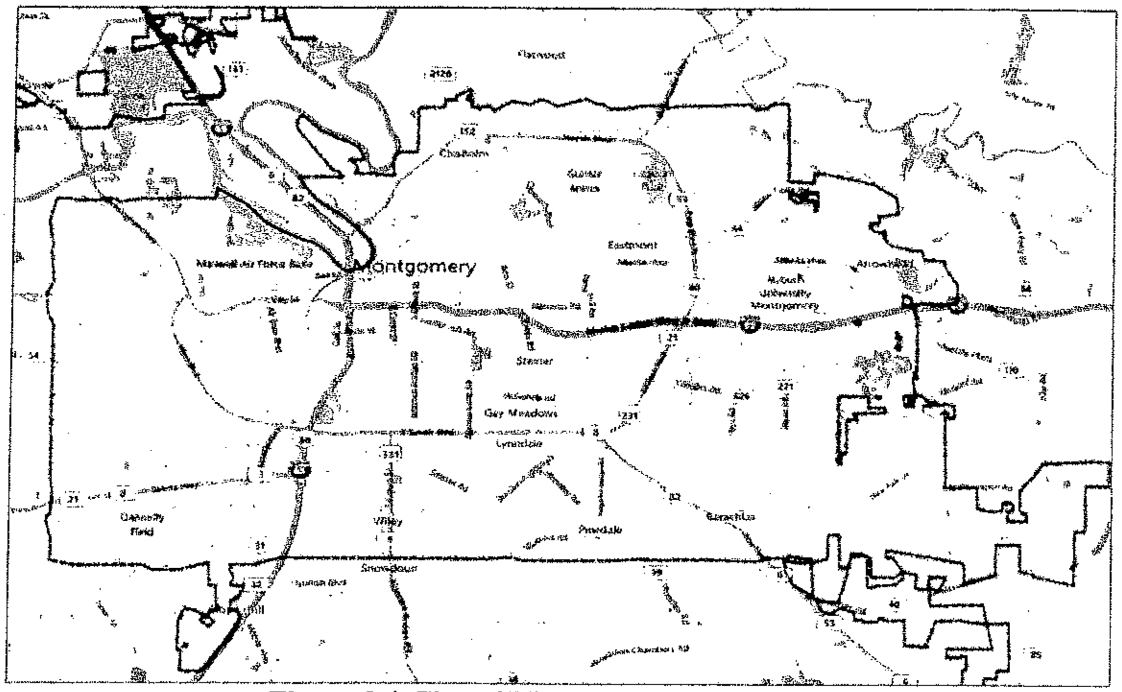

Figure 2.1 City of Montgomery Jurisdiction

2.2 Planning Period

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

13-17

6.0 Current and Planned Recycling Programs

6.1 Current Recycling Programs

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

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

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

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

TABLE 6.1
CLEAN CITY COMMISSION COLLECTION CENTERS

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

13-18

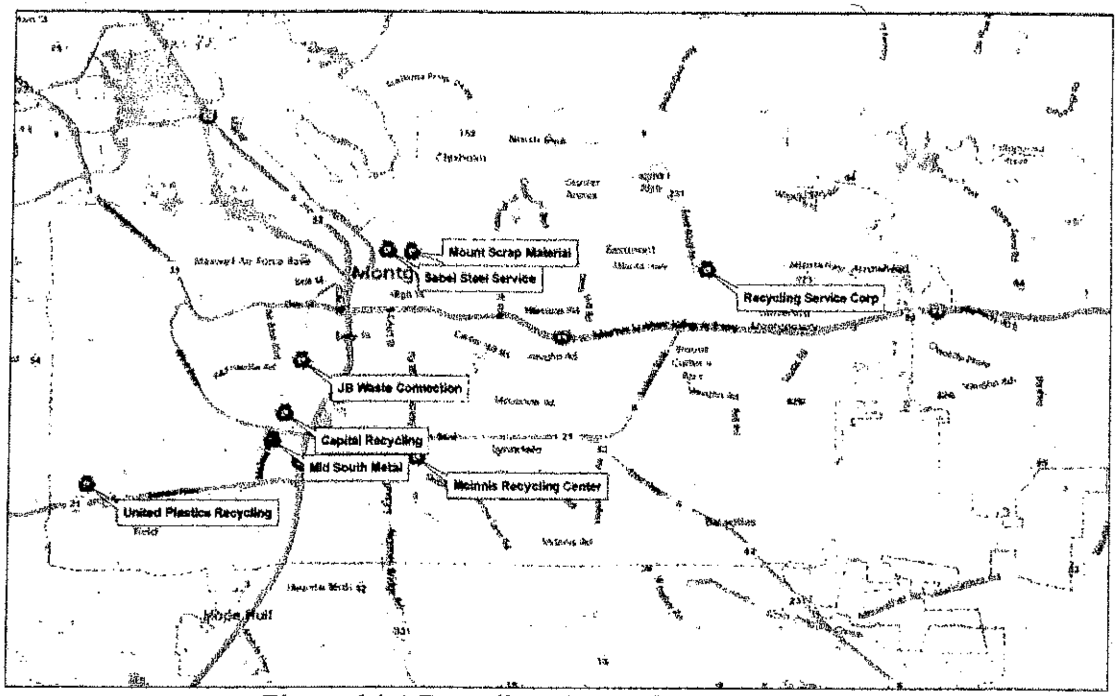

Figure 6.1.1 Recycling Centers in Montgomery

6.2 Planned Recycling Programs

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

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

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

13-19

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

6.3 Alternative Waste Processing Technologies

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

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

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

6.3.1 Materials Recovery Facility (MRF)

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

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

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

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

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

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

13-20

Commodity Prices

See Note

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

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

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THE 2016 STATE OF CURBSIDE REPORT

THE RECYCLING PARTNERSHIP™

13-22

APPENDIX A:

EXECUTIVE SUMMARY

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

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

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

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

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

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

Published December, 2016.

DISCLAIMER: The data, insights and conclusions in this document are based on primary research conducted by The Recycling Partnership. The conclusions and views expressed in this document do not necessarily reflect the views of our funding partners. To learn more, please contact us at info@recyclingpartnership.org.

About The Recycling Partnership

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

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

APR

Can Manufacturers Institute

KEURIG

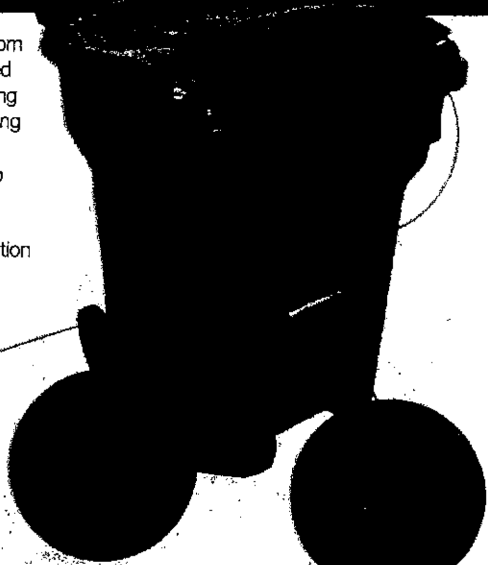
Millennium

Convenient For Cart Users

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

Features

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



Cart Specifications

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

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

Shipping Information

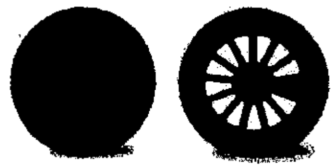
MODEL	ASSEMBLY WEIGHT	STACKING	LTL STACKING	T/L QTY (53' TRUCK)
95 GAL. M	40 LBS.	9-10 HIGH	8 HIGH	504-560*

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

Wheel Options

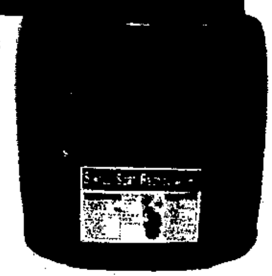
Wheels: 10" wheels are standard. Popular wheel options are shown here. Other options are available upon request.

Wheel options may change without notice.



Customize Your Cart

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



Available Colors

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

Dark Blue - 68 | Light Blue - 51 | Green - 56 | Forest Green - 65

Dark Gray - 50 | Light Gray - 57 | Brown - 63 | Black - 60

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

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

Full Service Solutions

OTTO/03072016

13-25

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager MAS

DATE: January 25, 2017

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

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

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

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

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

Attachment

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

Amendment
To
Contract # 51901-15B-014

Amendment No. 2

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

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

All other provisions of the contract shall remain the same.

WITNESS: THE OFFICE PAL

____________________ BY: ____________________

TITLE: ____________________

WITNESS: MONTGOMERY COUNTY COMMISSION

____________________ BY: ____________________

TITLE: ____________________

14-2

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager mas

DATE: January 31, 2017

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

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

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

Attachment

15-1

Interoffice Memo

To: Myrtle Singleton

From: Lou Ialacci

Cc: Larry Kennedy, Florence Cauthen

Date: January 27, 2017

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

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

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

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

I am requesting the Commission approve the award to be added to the formal agenda for their February 20, 2017 meeting.

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

PURCHASING DEPARTMENT
MONTGOMERY COUNTY COMMISSION

ABSTRACT FOR BIDS: 54 BIDS MAILED				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51965-17B-009 DATE ISSUED: 1/5/2017 DATE OPENED: 1/25/2017 REQUESTING DEPARTMENT: Information Systems TERMS OF PAYMENT / DISCOUNT: DELIVERY DATE:				Graham Magnectics 1715th 4th Street Graham, Texas 76450 (404) 565-3732 Alisa Hubbard		Coast to Coast 4277 Valley Fair St. Simi Valley, CA 93063 (800) 223-8890 X229 Melissa Servatdjoo		Save Systems Incorporated 16715 Hilltop Park Place Chagrin Falls, Ohio 44023 (216) 374-0357 John O'Brein		CDW Government LLC 230 N. Milwaukee Ave. Vernon Hills, IL 60061 (877) 592-2203 Larissa Newman		Data Solutions SDS Marketing Sharp Communications Visual Gov Solutions, LLC **NO BIDS**	
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	EMC/ Data Domain ES30		1										
	Disk Storage Expansion												
	Module w/ 45 TB of capacity												
	(contains fifteen 3TB disk drives)												
	Model C-ES30-45												
	or approved Equal												
	New Equipment									$39,945.05	$39,945.05		
	Used Equipment			$12,170.00	$ 12,170.00	$15,972.00	$15,972.00	$17,500.00	$17,500.00				
2	One (1) year of hardware and software onsite support			Included in Price		Included in Price		$1,000.00	$1,000.00	$4,966.76	$4,966.76		
3	EMC Data Domain Capacity License		45							$1,004.42	$45,198.90		
	for ES30-45 Expansion												
					$ 12,170.00		$15,972.00		$18,500.00		$90,110.71		

Notes:

15-3

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

PURCHASING DEPARTMENT
MONTGOMERY COUNTY COMMISSION

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

Notes:

15-4

Garrett Coliseum Redevelopment Corp.

P.O. Box 3254
Montgomery, AL 36109-0254

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

2017 JAN 23 AM 9:3

INVOICE

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

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

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

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

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

Check/Credit Memo No:

16-1

Respondents to RFP for implementation of Minority Business Initiative
Tuesday, January 17, 2017

10:00 RWC Wealth Management
Rick Williams — $150,000, not including costs for kick-off and annual meeting, accommodations, and hospitality (25% paid upon contract acceptance, with balance paid in 11 monthly installments)

10:15 Diversity Management Partners
Amelia Thomas and Tammy Knight-Flemming
$7,500 per month/$90,000 per year, estimated cost for services, not including advertising and fee-based marketing services

10:30 MillerSmith Attorneys + Counselors
Tamika Miller and Ashley Smith
$4,000 per month/$48,000 per year, plus website ($13,800), monthly Lunch & Learn ($300 per month), marketing ($625 per month) for total proposed budget of $72,900

10:45 Off the Mark/Murray Law Group, Inc.
LaConya Murray — $6,000 per month, plus marketing, education and website and contractor portal for total estimated project cost $98,000

11:00 Nika Gholston Law LLC
Nika Gholston — $80,000 per year or hourly billing, plus reimbursement for reasonable and necessary expenses, including travel, postage, etc.

11:15 Moore-Zeigler Group, LLC
Carmen Moore-Zeigler — $3,000 per month/$36,000 per year

17-1

REQUEST FOR PROPOSALS FOR IMPLEMENTATION OF THE MONTGOMERY COUNTY COMMISSION'S MINORITY AND WOMEN BUSINESS ENTERPRISE INTIATIVE

The Montgomery County Commission ("MCC") is requesting proposals to develop and execute a plan for implementation of the attached Minority and Women Business Enterprise Initiative ("Initiative.)

All proposals must include the following:

1. Written plan and timeline to implement the Initiative;
2. Summary of experience in minority business recruitment and knowledge of government procurement at the state and local level;
3. Resume of consultant's professional experience and education;
4. Proposed one year contract for professional services, including fees for such services; and
5. Contact information for three business references with knowledge of your minority business recruitment experience.

Proposals should be mailed to:

Montgomery County Commission
Attn.: Administrator Donald L. Mims
P.O. Box 1667
Montgomery, AL 36102

Or hand delivered to:

Montgomery County Commission
Attn.: Administrator Donald L. Mims
101 South Lawrence Street
Montgomery, AL 36104

If you have questions, please contact Deputy Administrator Florence Cauthen at 334-832-1203.

Proposals must be received by 5:00 p.m. on September 27, 2016.

17-2

Montgomery County Commission
Minority and Women-Owned Business Initiative

Policy Statement

The Montgomery County Commission (MCC) is committed to:

- increase participation by Minority and Women-Owned Businesses (M/WBs) in the procurement process in Montgomery County;
- ensure equal opportunity for M/WBs to participate in the procurement process;
- prohibit discrimination on the basis of race, color, religion, national origin, sex, age, disability, or veteran status in the procurement process; and
- achieve a minimum of 30% participation by M/WBs in the bidding process in Montgomery County.

Policy Implementation

The Montgomery County Commission will engage and/or hire a M/WB Liaison to assist Montgomery County's Purchasing Department in developing and executing a plan to implement the M/WB policy in compliance with Montgomery County purchasing procedures. The plan will include, but not be limited to, steps to accomplish the following:

- disseminate information on available business opportunities to ensure M/WBs are provided an equal opportunity to participate in the procurement process;
- maintain and update a directory of M/WBs;
- make prospective contractors and vendors aware of the MCC's M/WB policy;
- attend pre-bid /pre-proposal conference(s) to explain M/WB objectives and to respond to questions;
- review requests for bids/proposals prior to formal advertising or solicitation to make sure that proper instructions are included regarding the MCC's M/WB objectives; and
- maintain accurate and up-to-date records demonstrating M/WB efforts and accomplishments.

The plan will also establish procedures to ensure equal opportunity to compete in MCC's procurement process, such as:

- arrange solicitations, time for submission of bids/proposals, quantities, specifications, and deliveries to better facilitate the participation of M/WBs;
- implement informational programs on opportunities and procedures.
- provide information on avenues of access on items such as the inability to obtain insurance, bonding, financing, and technical assistance.
- include the MCC's M/WB policy and objectives in requests for bids and proposals.
- provide information and communication on contracting procedures, specifications and RFPs to M/WBs in a timely manner.

Recognition of M/WBs

To ensure that the MCC's M/WB policy benefits businesses which are owned and controlled in both form and substance by minority individuals or women, the MCC shall recognize M/WB certification by the Alabama Department of Economic and Community Affairs (ADECA) or Federal 8-A certification.

ADECA eligibility requirements for certification by ADECA include but are not limited to the following:

1. A business must be at least 51 percent minority/woman-owned, controlled and operated on a daily basis
2. Must have been in operation for at least one year prior to applying for minority business certification status
3. Must have a legal presence (license) to operate in Alabama
4. Majority owner(s) must be a legal resident of the United States by birth or naturalization
5. Must be **socially disadvantaged** (defined as those individuals who have been subjected to racial or ethnic prejudice, sexual or cultural bias because of their identity as a member of a group without regard to their individual qualities)
6. Must be **economically disadvantaged** (defined as those individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities)
7. Must be a member(s) of an officially designated **socially disadvantaged group** such as African-American, Native American or Alaskan Native, Hispanic-American, Women, Asian-Pacific American, and Asian-Indian America.

Nothing in this policy and its implementation is to be construed to require MCC to award a bid and/or contract to any bidder other than the lowest responsible bidder or to require contractors to award subcontracts to or make purchases from M/WBs who do not submit the lowest responsible sub-bid.

COUNTY TAX LEVIES FOR THE YEAR 2017

RESOLUTION #1

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

RESOLUTION #2

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

RESOLUTION #3

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

RESOLUTION #4

RESOLVED, that it is hereby ordered and adjudged by the County Commission of Montgomery County, Alabama, at a Regular Meeting of said Commission held in the Commission Chambers, Montgomery County, Alabama, on this Monday, February 6, 2017, that there be and is hereby levied an annual special ad valorem tax to provide funding for the Volunteer Fire Departments who provide services in the unincorporated areas of Montgomery County in the amount of twenty-five cents on each $100.00 of taxable property in the unincorporated areas of Montgomery County for the fiscal year 2016-2017, in addition to the taxes now authorized. Said tax to be assessed and collected annually for fire and rescue service to be provided within the said unincorporated areas of Montgomery County for said fiscal year, and the Revenue Commissioner of Montgomery County be and is hereby directed to assess the tax herein levied annually as other State ad valorem taxes are assessed and the Revenue Commissioner of said Montgomery County is hereby directed to collect said tax annually as provided and directed by Act No. 93-319 of the Regular Session of the 1993 Legislature of Alabama.

18-1

RESOLUTION #5

RESOLVED, that it is hereby ordered and adjudged by the County Commission of Montgomery County, Alabama, at a Regular Meeting of said Commission held in the Commission Chambers, Montgomery County, Alabama, on this Monday, February 6, 2017, that there be and is hereby levied an annual special ad valorem tax to provide funding for the Volunteer Fire Departments who provide services in the unincorporated areas of Montgomery County in the amount of twenty-five cents on each $100.00 of taxable property in the unincorporated areas of Montgomery County for the fiscal year 2016-2017, in addition to the taxes now authorized. Said tax to be assessed and collected annually for fire and rescue service to be provided within the said unincorporated areas of Montgomery County for said fiscal year, and the Revenue Commissioner of Montgomery County be and is hereby directed to assess the tax herein levied annually as other State ad valorem taxes are assessed and the Revenue Commissioner of said Montgomery County is hereby directed to collect said tax annually as provided and directed by Act No. 2001-449 of the Regular Session of the 2001 Legislature of Alabama.

RESOLUTION # 6

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

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

RESOLUTION # 7

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

RESOLUTION #8

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

RESOLUTION #9

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

18-3

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org

February 6, 2017

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser CH

SUBJECT: New Position Request

I respectfully request your consideration and approval for the Appraisal Department to create a new position for a supervisor in the Business Personal Property Section. There are sufficient funds in the budget for this position. I believe that having a full time supervisor for this section will increase efficiency in accuracy of valuation and employee performance. The duties of this position will include but are not limited to:

1. Delegate daily and weekly work assignments to all BPP field and office staff
2. Obtain and assign new business discovery lists from appropriate sources
3. Conduct performance evaluations for all BPP staff
4. Perform field reviews, inspect and audit any active businesses
5. Verify all account listings and values with query function to ensure accuracy
6. Generate files for mailing renditions, valuation notices and delinquent notices
7. Prepare and hold weekly staff meeting to monitor progress
8. Prepare monthly report for ADOR Property Tax Division

CH

AKF Alabama Kidney Foundation
www.alkidney.org
Middle Alabama Regional Office

February 6, 2017

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

Dear Chairman Dean,

On behalf of the **Alabama Kidney Foundation**, thank you for the opportunity to request funding for our financial assistance program, which serves dialysis patients in Middle Alabama.

All funding for this program is directed to low-income dialysis patients who qualify financially to help with their daily living expenses and with transportation expenses to and from the dialysis clinic. There are more than 10,000 Alabamians who undergo multiple weekly dialysis treatments each week to sustain life, and almost 2,000 receive assistance from the Foundation through this program. We respectfully request funding for 2017 in the amount of $25,000.

Alabama Kidney Foundation is the only **state-based organization** that serves patients who reside in Alabama. Year after year, patients who live in Middle Alabama receive more financial support than those in North, Central or South Alabama. Statewide, more than $650,000 was provided in financial assistance for dialysis patients in 2015, with Middle Alabama receiving the most assistance ... an astounding $218,855 ... 34 percent of the statewide total. The need is great in the Middle Alabama region, and we appreciate the support of the Montgomery County Commission to provide much-needed assistance for kidney patients in the area.

The primary way Alabama Kidney Foundation raises funds to provide financial assistance is through the annual Kidney Walk. You are invited to join us on Saturday, May 6, at 8:30 a.m. at the Baptist Health DeBoer Building. Our 2017 Walk Chair is **Carl Barker**, President & CEO of ServisFirst Bank.

Alabama Kidney Foundation is honored to have the support of **Pastor Jiles Williams**, the 2017 Honorary Patient Chair. As you are aware, Pastor Williams has led New Providence Baptist Church for 43 years, and served 25 years in the Alabama Senate and 16 years with the Montgomery County Commission. Pastor Williams also has chronic kidney disease and receives dialysis treatments three days a week for three to four hours during each treatment session. Pastor Williams witnesses the need present in our region, and we are blessed by the passion he brings to our fundraising efforts in 2017.

Thank you for your previous support and for considering our funding request this year.

Most sincerely,

Pam Sparks

Pam Sparks
Regional Director, Middle Alabama; Alabama Kidney Foundation

IRS Note: Tax ID # 51-0189641

20-1

P. O. Box 240294 • Montgomery, Alabama 36124 • (334) 430-8716 • Fax (334) 323-7358

AKF

KIDNEYWALK

MONTGOMERY KIDNEY WALK ~ May 6, 2017

Baptist Health DeBoer Building
301 Brown Springs Road, Montgomery, AL

8:30 a.m. Registration • 9:30 a.m. Walk

Why Walk?

>> More than **400,000** Alabamians live with chronic kidney disease.

>> Alabama ranks **5th** in the nation for kidney disease.

>> Nearly **10,000** Alabamians are on dialysis.

>> Kidney disease is the **9th** leading cause of death in the United States.

GIVE LOCAL

AKF Alabama Kidney Foundation

2017 Honorary Walk Chair	2017 Honorary Patient Chair
Carl Barker, President & CEO	**Jiles Williams, Pastor**
ServisFirst Bank of Montgomery	New Providence Baptist Church

Register online at www.montgomerykidneywalk.org or contact Pam Sparks at pam@alkidney.org or 334.430.8716!

20-2

Workforce Innovation and Opportunity Act
Local Area Designation Policy

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

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

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

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

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

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

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

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

   - **Exceeds –** When the actual performance achieved against an individual performance measure is in excess of 100 percent of the negotiated level of performance for the measure (per TEGL 25-13).

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

   - **Fails –** When the actual performance achieved against an individual performance measure is less than 80 percent of the negotiated level of performance (per TEGL 25-13).

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

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

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

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

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

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

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

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

   Response: See the CLEO Agreement.

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

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

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

Duration

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

Assessment of the Application

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

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

State Appeals Process

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

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

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

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

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

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

Regional Planning and Cooperation

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

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

Chief Local Elected Officials Agreement

Request for Initial Designation of Local Workforce Development Area: South Central

(Name)

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

Part 1 – Designation of the Chief Elected Officials

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

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

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

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

Part 4 – Designation of One Stop Services and other responsibilities

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

2. The Chief Elected Officials shall also:

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

Part – 5 Financial Liability

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

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

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

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

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

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

Signatures:

Signature – Coosa County **Date**

Printed Name and Title

Signature – Tallapoosa County **Date**

Printed Name and Title

Signature – Chambers County **Date**

Printed Name and Title

Signature – Autauga County

Date

Printed Name and Title

Signature – Perry County

Date

Printed Name and Title

Signature – Elmore County

Date

Printed Name and Title

Signature – Lee County

Date

Printed Name and Title

Signature – Dallas County | Date

Printed Name and Title

Signature – Lowndes County | Date

Printed Name and Title

Signature – Montgomery County | Date

Printed Name and Title

Signature – Bullock County | Date

Printed Name and Title

22-5

Signature – Macon County **Date**

Printed Name and Title

Signature – Russell County **Date**

Printed Name and Title

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

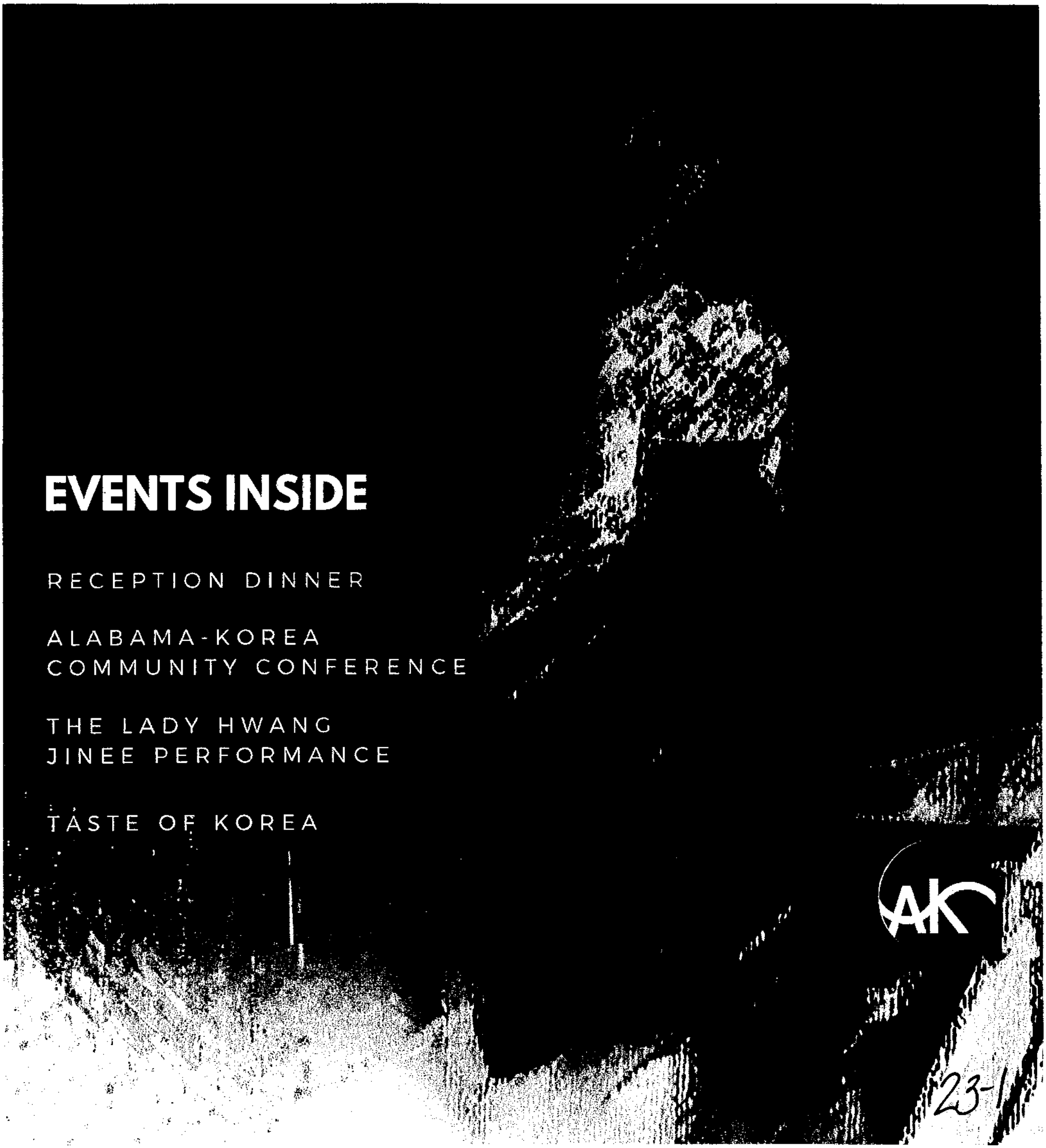
Robert Bentley, Governor
Printed Name and Title

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

THE ALABAMA-KOREA EDUCATION & ECONOMIC PARTNERSHIP

MONTGOMERY'S FIRST 2016

KOREAN CULTURAL EXPERIENCE



EVENTS INSIDE

RECEPTION DINNER

ALABAMA-KOREA
COMMUNITY CONFERENCE

THE LADY HWANG
JINEE PERFORMANCE

TASTE OF KOREA

23-1

About A-keep

The Alabama-Korea Education & Economic Partnership (A-KEEP) is a 501(c)(3) non-profit global leadership educator, providing multicultural diversity education and leadership training, and bridging the differences between individuals, institutions, and corporations of Alabama and Korea for local economic prosperity.

A-KEEP is endorsed and encouraged by the Alabama State Legislature via **ALABAMA ACT 2016-217.**

Contact Information

Websites:	www.KoreanExperience.org www.akeep.org
Email:	join@akeep.org
Phone:	(English) 334.625.8515 (Korean) 334.322.1661

A-KEEP enables students, professionals, organizations, and corporations to take full advantage of growing economic ties between Alabama and Korea locally and internationally. These are accomplished through our diverse array of programs designed to benefit Alabamian and Korean education and economy.

A-KEEP

ALABAMA-KOREA
EDUCATION AND
ECONOMIC PARTNERSHIP

Programs

Korean Education

Interpretive Service, Korean as a Second Language

A-KEEP's experienced staff are certified in interpretation services; they provide confidential unbiased simultaneous on- and off-site interpretation/ translations. Our consultation services offer professional strategies and facilitation services for Alabama-Korean individuals and organizations.

We work diligently to establish Korean as a Second Language in Alabama's public and private education systems including K-12 and higher education.

Diversity Education

Workforce Training, Multicultural Education, and Annual Cultural Events

A-KEEP's ongoing mission of providing multicultural education is achieved through annual cultural events, our workforce education program, "Working in Multicultural Environments: Korea," Southern Hospitality course, Korean cultural education, and Diverse Community Conference which aid Korean parents and Alabamian local professionals to better-understand the culture and community they live and work.

A-KEEP thrives to improve quality of life.

Leadership Programs

Global Leadership program, B.U.D. Club, and Service Learning program

A-KEEP offers a number of leadership programs for 6 - 12, college students, and recent graduates that provide a deeper understanding of American and Korean, business and working cultures through immersion experiences and work study programs.

Montgomery County Commission
Non-Profit Agency Funding Request

Name of Agency	Montgomery S.T.E.P. Foundation
Website	www.montgomerystep.org
Primary Physical Address with Zip Code	4131 Carmichael Rd. - Suite 13, Montgomery, AL 36106
Executive Director's Name	Sederick Fluker
Executive Director's Phone	Business: (334) 262-3141 Cell: (334) 294-2405
Year Organization Founded	1986 founded; registered w/ IRS 1988
Agency Mission/Function	Present the Gospel in at-risk communities by mobilizing churches, volunteers, and other agencies who help elevate people to a better life/ STE [serves as a catalyst for inner city missions and impacting urban, at-risk youth & their families.
Event/Activity to be Funded	Violence Prevention Program in at-risk public schools & housing communities
How will the funds be used?	Funds if awarded will be used to staff critically important violence prevention specialists in MPS.
Amount Requested	$50,000
Other Source(s) contacted for Funding and Amounts Requested and Received	WWHA- $7,000/ City of Montgomery $42,000 - ends 4/2017
Have you received funds from the Commission in the past? If so, please provide the date(s) and amount(s).	No

Please provide all of the following documents for review by the Commission:	**Attached:**	**Comments**
Articles of Incorporation	✔	
Signed Bylaws	✔	
Board of Directors	✔	
Most Recent Financial Statement	✔	
Most Recent Audit, if available	✔	
Current Budget	✔	
Most Recent IRS Form 990	✔	
501(c)(3) Tax Exempt Status Letter	✔	

Person Completing Form	Sederick Fluker
Email address	sedfluker@gmail.com
Title	Executive Director
Date	January 9, 2017

Please return to the attention of Theresa LeGrady at 101 S. Lawrence Street, Montgomery, AL 36104 or by email to: TheresaLeGrady@mc-ala.org. If you have questions, please contact Theresa at 334.832.2555.

24-1

MONTGOMERY
AREA CHAMBER OF COMMERCE

February 1, 2017

Members of the Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting for Chamber representatives to appear before the Montgomery County Commission on Monday February 6, 2017 in executive session. Please be advised that we have reviewed the commerce or trade matter which the Montgomery County Commission proposes to discuss in executive session. It is our opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

Pursuant to Section 7(a)(7) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,

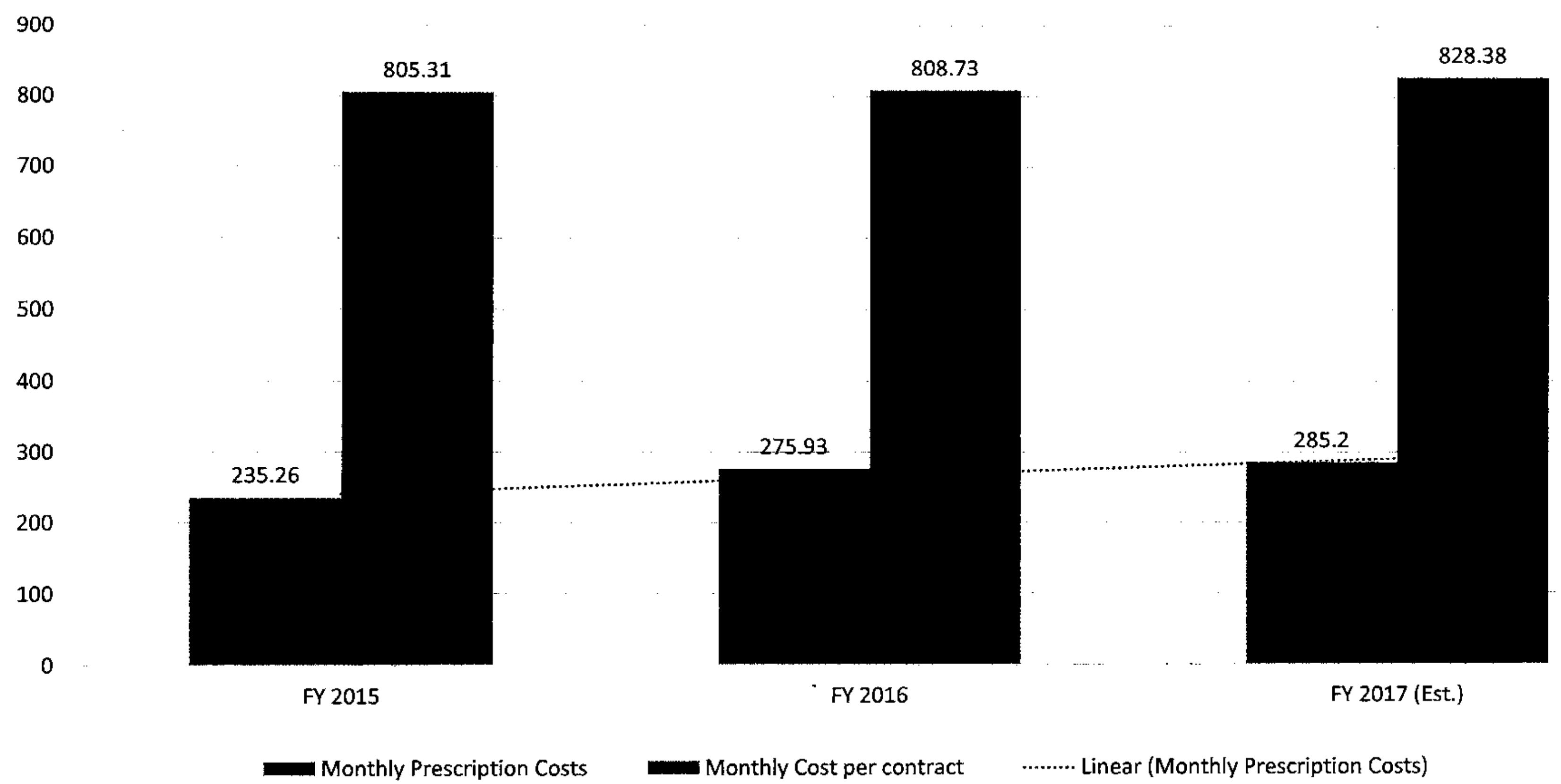
Ellen G. McNair, CEcD
Senior Vice President
Corporate Development

BUILDING BUSINESS. BUILDING MONTGOMERY AND THE River REGION.

25-1

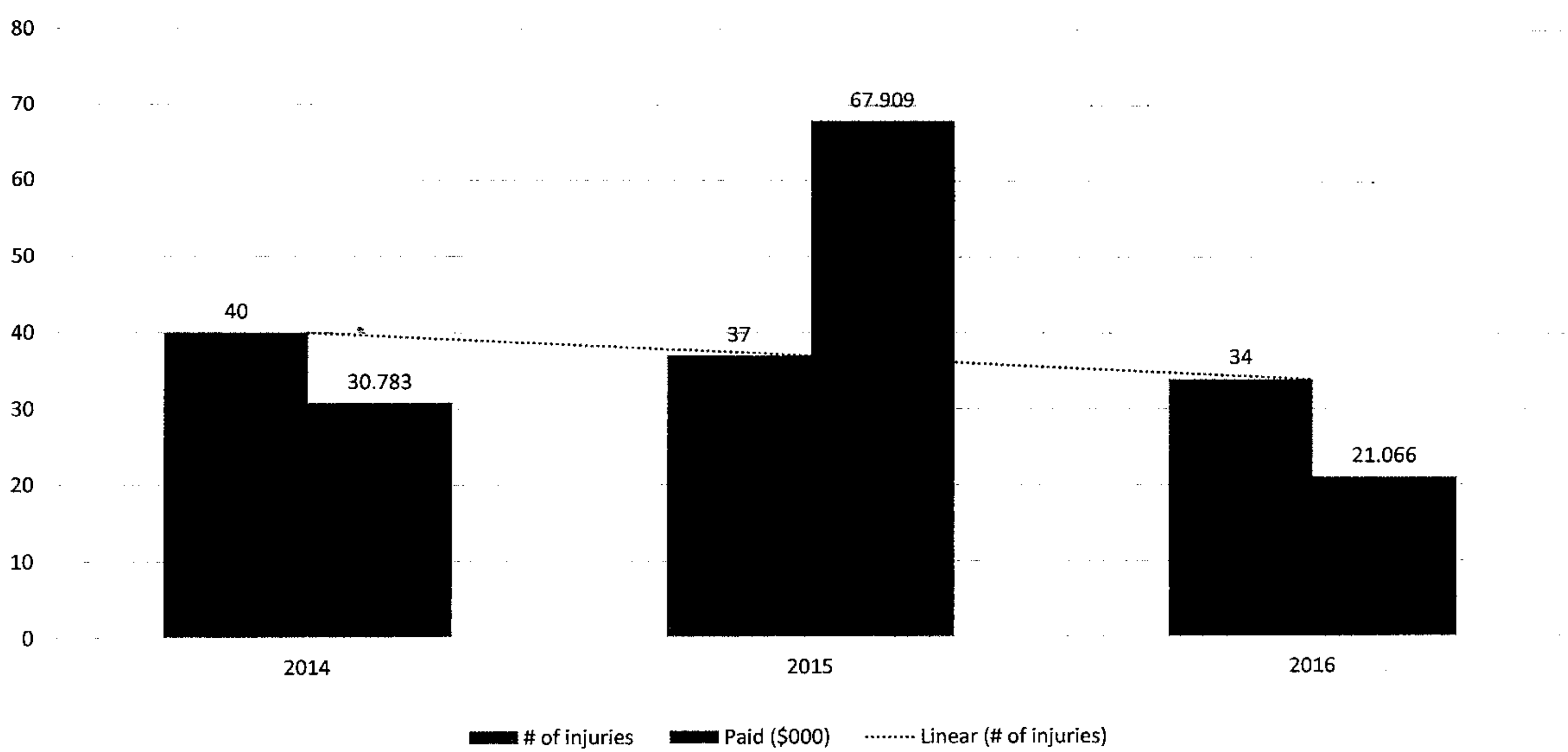
POST OFFICE BOX 79 41 COMMERCE STREET MONTGOMERY, AL 36101
TEL: 334.834.5200 FAX: 334.265.4745 MACC@MONTGOMERYCHAMBER.COM WWW.MONTGOMERYCHAMBER.COM

Montgomery County Commission
Average Monthly Healthcare Claim Cost



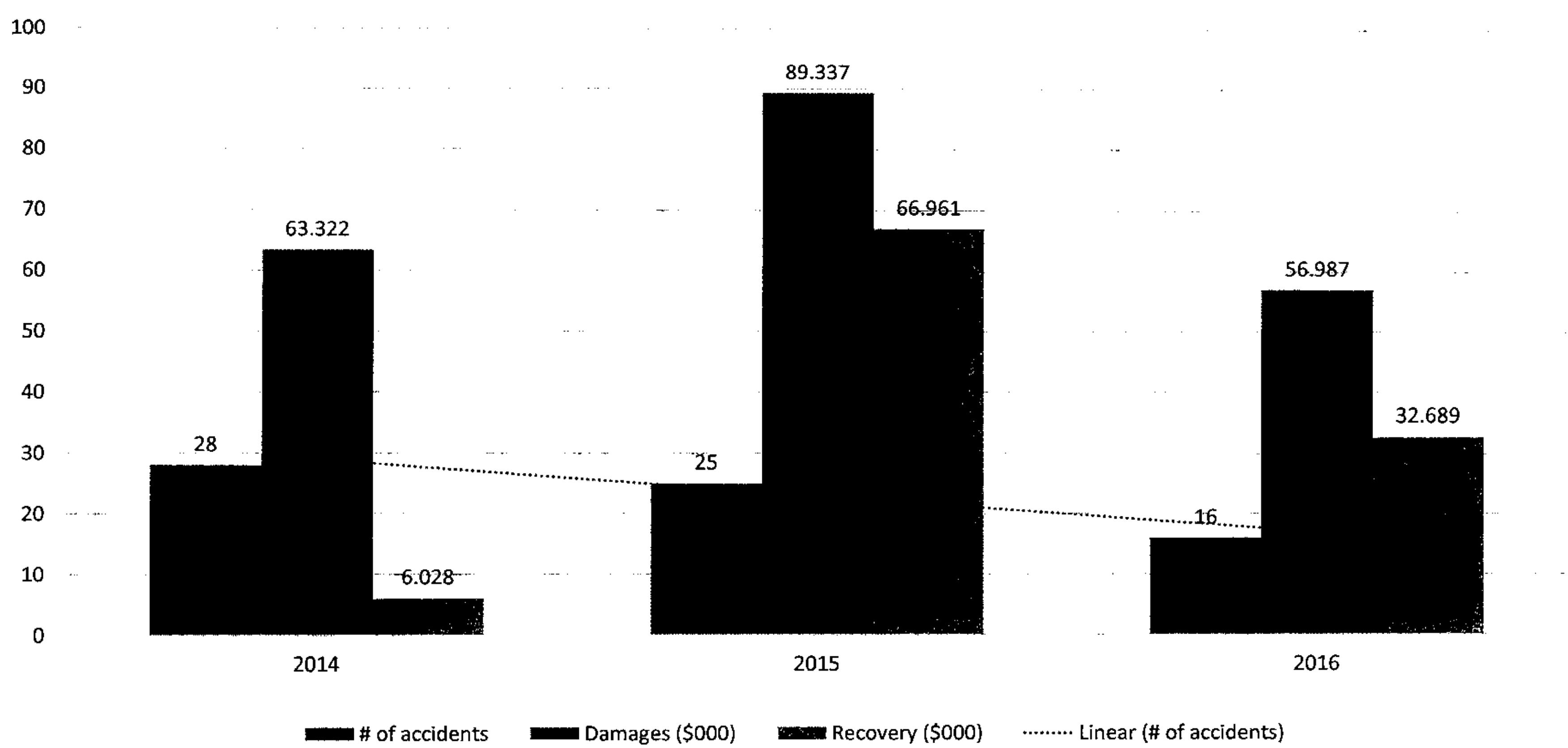
26-1

Montgomery County Commission – Workers Compensation Injuries



26-2

Montgomery County Commission – Motor Vehicle Accidents



26-3

Tammy Nix

From: Donald Mims
Sent: Monday, January 30, 2017 9:46 PM
To: Tammy Nix
Subject: Fwd: Handouts for Risk Mgt. Discussion
Attachments: Montgomery County Commission – Monthly Healthcare Claim Cost - FY15-FY17.pptx; ATT00001.htm; Montgomery County Commission – Workers Comp Injuries - 2014-16.pptx; ATT00002.htm; Montgomery County Commission – Motor Vehicle Accidents - 2014-16.pptx; ATT00003.htm

Thur Memo Info

Sent from my iPhone

Begin forwarded message:

> **From:** Scott Kramer <ScottKramer@mc-ala.org>
> **Date:** January 30, 2017 at 5:04:59 PM CST
> **To:** Donald Mims <DonaldMims@mc-ala.org>
> **Cc:** Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>, Tammy Nix <TammyNix@mc-ala.org>
> **Subject: Handouts for Risk Mgt. Discussion**
>
> I have attached the handouts for my discussion with the Commission at the next meeting. Let me know if you would like to discuss.
>
> ***Scott Kramer***
> ***City / County Director of Risk Management***
> ***Montgomery, Alabama***
> ***334-832-1280***

26-4

GERHARDI

Gerhardi Inc., Industrial Park Blvd, Montgomery AL 36117

Montgomery County Commission

Gerhardi Inc.

Innovative moulding & chromeplating technologie

Industrial Park Blvd
Montgomery, AL 36117

homepage: **www. Gerhardi.com**
mail to: **ffranke@gerhardi.com**

date
01/25/2017

Subject: Change of current road name in the Montgomery Industrial Parkway

Dear Sirs and Madam,

we hereby would like to kindly ask, if there is any possibility to change the current road name in the Montgomery Industrial Park,"LYNN GOWAN CLOSE" to "GERHARDI DRIVE"?

Our company would highly appreciate it, if this change could be applied.

With kind regards

Gerhardi Inc.

Fredy Franke

27-1

Tammy Nix

From: Donald Mims
Sent: Monday, January 30, 2017 1:06 PM
To: Tammy Nix
Subject: FW: County Commission Meeting 2.6.17
Attachments: Gerhardi Letter to MGM County Commission_Road name.docx

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From: Ellen McNair [mailto:Emcnair@montgomerychamber.com]
Sent: Friday, January 27, 2017 5:24 PM
To: Donald Mims; Florence Cauthen
Cc: Justice Smyth
Subject: County Commission Meeting 2.6.17

Donnie and Florence,
I have attached a letter from Gerhardi requesting the road name to be changed. Please let me know if there is anything else you need from me on this matter. Thank you!! Ellen

Ellen G. McNair, CEcD
Senior Vice President, Corporate Development
Montgomery Area Chamber of Commerce
www.montgomerychamber.com
41 Commerce Street, P.O. Box 79
Montgomery Alabama 36104
Office: 334-240-9430
Cell: 334-391-2457

27-2

kid One TRANSPORT SYSTEM
TRANSPORTING CHILDREN TO BETTER HEALTH

January 26, 2017

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

Dear Commissioner Dean,

Kid One Transport is appreciative of the support from the Montgomery County Commission. The support provided by the Montgomery County Commission allows us to continue our efforts of removing the transportation barrier for children and expectant mothers in Montgomery County.

Kid One Transport provides transportation to children and expectant mothers who have limited or no transportation to medical care. We bridge the transportation gap that prevents thousands of Alabama's children and expectant mothers from accessing much needed health care services, thereby ensuring a higher quality of life for each individual and family that we serve.

In 2016 we provided 3,397 transports in Montgomery County, including transports for general well-checks and other basic services, such as vision or dental screenings or prenatal care. They also include transports for children who need treatment for life saving treatments such as dialysis and chemotherapy. We play a vital role in helping to meet the healthcare needs of the indigent population.

I have enclosed a Montgomery Fact Sheet which will give you more detailed information on our impact in the county. As you consider your budget for the next fiscal year, I kindly request your consideration of funding to support our efforts to us achieve our goal of ensuring that the children and expectant mothers are accessing the care that they need. We ask your consideration of funding in the amount of $8,000 to cover the fuel expense of one Kid One driver dedicated to providing transports to the residents of Montgomery County.

Please don't hesitate to contact me if you have any questions, concerns, or would like additional information. I can be reached at 205. 978.1001 or mholdbrooks@kidone.org. Thank you for all you do to serve Montgomery and we look forward to working with you.

Sincerely,

Matt

Matt Holdbrooks
President

28-1

TRANSPORTING CHILDREN TO BETTER HEALTH

MONTGOMERY COUNTY FACT SHEET

SERVICE HISTORY:

- Since 1997 Kid One has provided 38,103 transports in Montgomery.
- In 2015 we provided 3,397 transports.
- Transports in the area account for 15%of total annual transports statewide.
- 2,630 transports remained in Montgomery, 767 were outside of Montgomery for specialty care
- 190 transports for care into Montgomery from surrounding counties

WHO WE SERVE:

- 81% of clients are African American, 11% are Caucasian, 7% are Hispanic, and 1% identify as Other.
- 75% of Kid One parents and expectant mothers have a high school education or less.
- A lack of financial stability is most often what results in clients calling Kid One.
    - 97% do not own a car or cannot drive the one they own due to cost constraints.
    - 83% of families utilizing our service report family income of less than $10,000.
- 67% of Kid One clients were referred to us by their health care provider, and 24% were referred by a friend or relative.

BENEFITS TO FAMILIES SERVED:

- Peace of mind — clients never have to choose between a paycheck and taking their child to the doctor.
- Over 50% of clients report their child was sick less often and missed fewer days of school since they began utilizing Kid One's service. 48% of clients also reported a decrease in emergency room visits.
- 40% of clients reported an improvement in overall health and well being after they began using Kid One.
- 70% of parents and/or caregivers reported improvement in the child's behavior at home and a decrease in behavioral problems at school since they began using Kid One.

THE NEED IN MONTGOMERY:

- Over 19,000 or 33% children in Montgomery County are living in poverty. Of these children, over 4,000 suffer from a physical or mental disability.
- Over 7,000 families in Montgomery County do not own a vehicle.
- 28% of expectant mothers in Montgomery County do not receive adequate prenatal care, and 10.4% of all babies born in Montgomery County are low weight births.
- Infant mortality of 8.8% in Montgomery County slightly exceeds the state rate of 8.7%, but is well above the natural average of 5.9%

28-2

Tammy Nix

From: Janet Buskey
Sent: Tuesday, January 31, 2017 1:00 PM
To: Tammy Nix; Theresa LeGrady; Donald Mims; Florence Cauthen
Subject: FW: Montgomery County Funding Request
Attachments: Montgomery County 2017.pdf

I am forwarding a request from Matt with Kid One Transport to meet with the Commissioners for funding for 2017. Let me know if you have questions. Thanks.

Janet Y. Buskey
Montgomery County
Revenue Commissioner
Email: janetbuskey@mc-ala.org
Phone (O): 334-832-1218
Cell: 334-467-2790

From: Matt Holdbrooks [mailto:mholdbrooks@kidone.org]
Sent: Tuesday, January 31, 2017 10:43 AM
To: Janet Buskey <JanetBuskey@mc-ala.org>
Subject: Montgomery County Funding Request

Janet,

I hope all is well in Montgomery and you are having a great start to a new year.
We wanted to see if you could help us in our request to Montgomery County again in 2017. Last year the County Commission was kind enough to support us with a grant of $8,000 for our services in Montgomery County.

I would welcome the opportunity to speak to the County Commissioners in their pre-commission meeting or in a work session.

If you would forward the attachment and help us arrange a time to speak with the County Commissioners it would be a great help to Kid One Transport.

Thanks for all you do to support our efforts in Montgomery County.

Matt

Matt Holdbrooks
President
Kid One Transport System
205-978-1001 office
205-516-4380 cellular
mholdbrooks@kidone.org

28-3

UPCOMING BIDS/CONTRACT RENEWALS

Month	Contract No.	Item	Department	Vendor	Renewal Date	Rebid Date
FEB						
	51901-15B-014	Toner Cartridges	Support Service	The Office Pal	Feb 28, 2017	Feb 28, 2018
	51901-13B-038	Delivery- Election Equipment	Election Systems	Pro Movers & Storage		Feb 28, 2017
	59310-16P-002	Inspection and Evaluations of Elevators	County Commission	Dieter Consulting Services, Inc.	Feb 15, 2017	Feb 15, 2018
APR						
	51988-13B-033	Vending Machines	County Commission	Automatic Food Svc.		Apr 30, 2017
	52110-16B-007	Polo Shirts MCSO	Sheriff's Office	Ad-Wear Specialty of Texas, Inc.	Apr 3, 2017	Apr 3, 2019
	51965-16B-011	Computer Hardware	Information Systems	KCI, Inc.		Apr 30, 2019
MAY						
	52110-14B-007	Graphics & Letters Sheriff Vehicles	Sherriff Office	Signs Now		May 18, 2017
	51965-16B-019	Security Cameras	Information Systems	Graybar	May 8, 2017	May 8, 2019
JUNE						
	53000-15B-013	Plant Mix	Engineering	MidSouth Paving, Inc.	June 14, 2017	June 14, 2018

29-1

UPCOMING BIDS/CONTRACT RENEWALS

	51901-15B-023	Air Filters & Service	Support Service	Filter Service of	June 30,	June 30, 2018
	51901-15B-022 51901-15B-022	Garbage Collection Garbage Collection	Support Service Support Service	Advanced Disposal Sea Coast		June 30, 2018 June 30, 2018
JULY						
	52200-14B-008	Inmate Phone System	Detention Facility	Legacy		July 21, 2017
AUG						
	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	Support Service	Sharpcut Lawn Service	July 31, 2017	July 31, 2019
SEPT						
	51901-14B-022	Preventive Maintenance	Support Service	Climate Services		Sept 14, 2017
	52110-13B-027	Oil Service & Tire	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
OCT						

29-2

UPCOMING BIDS/CONTRACT RENEWALS

	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
NOV						
	52110-14B-025	Sherriff's Uniforms	Sheriff's Office	Azar's Uniforms reassigned to Galls LLC		Feb 6, 2017
	52110-14B-026	Leather & Accessories	Sheriff's Office	Gulf States Distributors		Nov 6, 2017
	53100-14B-030	Landscape -Industrial Park	Engineering	Sharp Cut		Nov 16, 2017
	52210-15B-009	Emergency Medical Treatment Transport	Sherriff's Office	Haynes Ambulance		Nov 30, 2017
	57202-15B-026	Drug Testing	Comm. Corrections	Drug Testing Program Management, Inc.	Nov 1, 2017	Nov 1, 2018
	51901-15B-028	Janitorial Services	Support Service	Fall Facility Services	Nov 15, 2017	Nov 15, 2018
	51901-16B-035	Uniform Rental	Support Service	Cintas Corporation	Nov 30, 2017	Nov 30, 2019
	52200-16B-041	Inmate Food Service	Detention Facility	A'viands LLC	Nov 30, 2017	Nov 30, 2019
	52200-16B-043	Inmate Security	Detention Facility	North Atlantic Security Company	Nov 30, 2017	Nov 30, 2019
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli	Nov 20, 2017	Nov 20, 2019
	51988-17B-003	Catering of Food Trays	County Commission	Chappy's Deli	Nov 20, 2017	Nov 20, 2019

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UPCOMING BIDS/CONTRACT RENEWALS

DEC						
	51100-16B-004	Security Guard Service	County	MSF, Inc.	Dec 31, 2017	Dec 31, 2018
	52200-15B-032	Inmate Uniforms	Detention Facility	Acme Supply, Co., Ltd	Dec 20, 2017	Dec 20, 2018
	52110-16B-008	Emergency Equipment	Sheriff's Office	Gulf States Distributors	Dec 20, 2017	Dec 20, 2018

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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			
APRIL	47,475			
MAY	34,074			
JUNE	34,011			
JULY	44,820			
AUGUST	36,304			
SEPTEMBER	45,981			
TOTAL	474,632	202,577		
YTD Comparison	**$196,866**	**$202,577**	**$5,711**	**2.90%**