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February 16, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

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

The Commission meeting will be held on Tuesday, February 21, 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.

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 21, 2017

Waived Rules Items to Consider for February 21, 2017

2. Consider Authorization of Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 5SHL (FY2015 - $25,000), Sheriff's Office

3. Consider Authorization of Agreement with The Bridge, Inc., for the Davis Program, Youth Facility

Items to Consider for the Monday, March 6, 2017 Montgomery County Commission Regular Meeting Agenda

4. Consider Authorization of Renewal of External Audit Services Agreement with Rivertree Systems, Inc., Tax and Audit Department

5. Consider Authorization of Contractual Agreement with the Alabama Department of Environmental Management regarding the Scrap Tire Program, Engineering Department

6. Consider Authorization of Board Members Appointments, Joint Public Charity Hospital Board

7. Consider Authorization of County Levies for Alcohol Licensing for 2017-2018, County Commission **(Attached is a copy of the 2016-2017 County Levies for Alcohol Licensing)**

8. 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 Tuesday which consultant the County Commission desires to select)**

9. Consider Authorization to Repair the Retaining Wall at 125 Washington Avenue, County Commission

10. Consider Authorization of Budget Change Request Number 3, Probate Judge's Office

General Information

11. Copy of Non-Profit Agency Funding Request from Montgomery Christian School **(Amount of Request: $8,064 for Laptops, Computer Desks, Printer and Other Items)**

12. Copy of Memorandum from Grant Writer Regina Walker with the Sheriff's Office regarding Authorization to Pursue Smart Re-entry: Focus on Evidence Based Strategies for Successful Reentry from Incarceration to Community Grant

13. Copy of Memorandum from Grant Writer Regina Walker with the Sheriff's Office regarding Authorization to Pursue Justice and Mental Health Collaboration Program Grant

14. Copy of Email from Director of Elections Darryl Parker requesting Sale of Voting Equipment

15. 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)**

16. 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

17. Copy of Email from Britton YMCA regarding the Teen Achievers Program **(This organization is requesting to make a presentation on March 6, 2017)**

18. Copy of Letter from Child Protect requesting Funding in the amount of $20,000 for the Organization **(This organization is requesting to make a presentation on March 6, 2017)**

19. Copy of Letter from Mayor Todd Strange requesting Funding for Furniture and Technology at the Morgan Library Branch **($200,000 in FY 2017 and $200,000 in FY2018)**

20. Copy of Letter from the Montgomery Community Action Agency requesting the Reappointment of Melanie Bicatel-Wilson to the Board

21. Copy of Letter from Hyundai Motor Manufacturing Alabama, LLC regarding Project Agreement (2011 Engine Plant) Dated May 17, 2011 ("Project Agreement") Certification of Full-Time Employee Number for 2016 Maintenance Period

22. Copy of Email from Beverly Calloway and Proposal for County Extension Service to Lease Space at One Center – **The current five-year Lease for the Eastmont Plaza Extension Service expires June 30, 2018**

23. Copy of Memorandum regarding Proposed 2017 District County Commission Meeting Schedule

24. Copy of Memorandum to Elected Officials and Department Heads regarding Request to Waive Rules

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

26. Copies of Revenue Reports for January 2017 from Tax and Audit Department

27. Copy of Population Report for January 2017 for the Mac Sim Butler Detention Facility

28. Copy of Census and Fiscal Report for January 2017 for Community Corrections

Requests for Funding (with attachments)

29. 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.)**

30. Copy of two Letters from Jefferson Davis High School requesting Funding for the Community Based Instruction (CBI) Program and CBI Prom

Requests for Funding (without attachments)

During the February 6, 2017 Commission Meeting, Artistic Director Kitty Seale and Director of Development Brenda Dennis with the Alabama Dance Theatre made a 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)**

If you have any questions, please contact me.

/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
FEBRUARY 21, 2017

8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees

8:05 a.m. Revenue Manager Terri Henderson – Presentation regarding Renewal of External Audit Services Agreement with Rivertree Systems, Inc. **(Future Agenda Item 4)**

8:10 a.m. Board President Choona Lang, Head of School Kathi Atkins and Board Member Beth Dubina with Montgomery Christian School – Presentation requesting Funding in the Amount of $8,064 for Laptops, Computer Desks, Printer and Other Items for the Program **(General Information Item 11)**

8:20 a.m. Sheriff Derrick Cunningham – Presentation regarding Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 5SHL (FY2015 - $25,000) **(Waived Rules Item 2)**, Request for Authorization to Pursue Smart Re-entry: Focus on Evidence Based Strategies for Successful Reentry from Incarceration to Community Grant **(General Information Item 12)** and Request for Authorization to Pursue Justice and Mental Health Collaboration Program Grant **(General Information Item 13)**

8:30 a.m. Presiding Circuit Judge Johnny Hardwick – Presentation regarding Agreement with The Bridge, Inc., for the Davis Program **(Waived Rules Item 3)**

8:40 a.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems Operations

8:45 a.m. County Engineer George Speake – Presentation regarding Contractual Agreement with the Alabama Department of Environmental Management regarding the Scrap Tire Program **(Future Agenda Item 5)** and Update regarding Engineering Operations

8:55 a.m. Director of Elections Darryl Parker – Presentation regarding Sale of Voting Equipment **(General Information Item 14)**

9:00 a.m. President and CEO Matt Holdbrooks with Kid One Transport – Presentation regarding Kid One Transport Program and request for Funding **(General Information Item 15)**

9:10 a.m. Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce – Executive Session regarding a Commerce or Trade Matter **(General Information Item 16)**

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

10:00 a.m. Adjourn

DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

February 10, 2017

MEMORANDUM

TO: Mr. Donald Mims
County Administrator

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

SUBJECT: Homeland Security Grant
5SHL Grant (Cooperative Agreement) - $25,000

I am requesting that the attached Cooperative Agreement be placed on the agenda for the February 21, 2017 County Commission meeting. After the agreements are approved and signed, please notify me.

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

RC/dc

Encls:

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4960
FAX 334.832.7113

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

WWW.MONTGOMERYSHERIFF.COM

2-1

ALABAMA LAW ENFORCEMENT AGENCY
201 SOUTH UNION STREET, SUITE 300 / P.O. BOX 304115 / MONTGOMERY, AL 36130-4115
PHONE 334.517.2800 / ALEA.GOV

ROBERT BENTLEY
GOVERNOR

STAN STABLER
SECRETARY

KEVIN WRIGHT
DEPUTY SECRETARY

February 3, 2017

Derrick Cunningham
Montgomery County Sheriff Office
PO Box 4219
Montgomery, Alabama 36103

Dear Sheriff Cunningham,

This letter is notification that the Montgomery County Sheriff Office has been awarded a grant from the Alabama Law Enforcement Agency (ALEA) under the Homeland Security Grant Program. Awards made under the grant are for the purpose of conducting exercises, receiving training or the purchase of equipment for the department.

Enclosed are two (2) original copies of the Cooperative Grant Agreement for the HS POC office on behalf of the **Montgomery County Sheriff Office** and one (1) copy of the Budget Detail Worksheet. Please submit one (1) signed copy of the Cooperative Grant Agreement to the following address: **ALEA, Homeland Security, Attn: Sharri Miller, PO Box 304115, Montgomery, Alabama 36103**

The submission of the Cooperative Grant Agreement is acceptance that the Sub-Grantee and Sub-Recipient will adhere to all certifications and regulations set in the agreement. The grant start date is March 1, 2017 and end date is March 31, 2018.

Any agency that receives an award under the Homeland Security Grant Program is required to submit quarterly reports and any other required documentation through the Homeland Security Point of Contact office. If there any questions concerning the allocation please contact Sharri Miller at (334) 353-1094 or email at sharri.miller@alea.alabama.gov.

Sincerely,

Shirrell Roberts

Shirrell Roberts
Homeland Security Director

2-2

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:		2. Issuing Office & Address:	
MONTGOMERY COUNTY SHERIFF'S DEPARTMENT 115 S. PERRY ST MONTGOMERY, AL 36104-4243		Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY	**4. Amount of:**	**5. Effective Dates**	**6. Award Number:**
2015	Federal: $25,000.00 Total: $25,000.00	Begin: 3/1/2017 End: 3/31/2018	5SHL

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 2015 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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2-4

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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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2-5

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

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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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2-6

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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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2-7

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the 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.

COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS

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.

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2-9

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

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.

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2-10

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 Montgomery, 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: 2/9/17

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: 2-1-2017

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2-11

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.

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2-12

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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2-13

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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2-14

The document for this item will be presented at Tuesday's Meeting

The Montgomery County Commission, at its meeting on November 7, 2016, approved a Contract with The Bridge, Inc., for the Davis Treatment Program, which had an expiration date of February 28, 2017.

Presiding Circuit Judge Johnny Hardwich will present a proposed Contract Extension at the County Commission meeting on Tuesday. **He will present this Contract extension at that time.**

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: February 13, 2017

TO: Sherrill Thomas, Finance Director

FROM: Terri Henderson, Revenue Manager Terri Henderson 02/13/2017

2/14/17

RE: **Proposed Renewal of External Audit Services Agreement**

This memo is submitted to respectfully request that consideration be given toward approving the proposed renewal of the External Audit Services Agreement between the Montgomery County Commission and Rivertree Systems, Inc. The proposed renewal Agreement that was submitted to our office via email on February 9, 2017 from Attorney Constance Walker with Haskell Slaughter Young & Gallion, LLC is attached for your review. The proposed renewal Agreement would be effective for a new three (3) year term commencing on March 6, 2017. The existing Agreement is set to expire on March 31, 2017. However, Rivertree Systems, Inc., is requesting the new proposed renewal Agreement be put into effect earlier to ensure compliance with Act No. 2016-406 that went into effect on January 1, 2017. See copy of letter from Rivertree Systems Inc. dated January 31, 2017 attached. A copy of the existing Agreement that has been in effect since March 10, 2014 is also attached.

Please let me know if you have questions or need any further information at this time. Otherwise, I respectfully request that this proposed renewal Agreement be included on the agenda for the Montgomery County Commission meeting on February 21, 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

4-1

STATE OF ALABAMA }

COUNTY OF MONTGOMERY }

AGREEMENT FOR EXAMINATION SERVICES

THIS AGREEMENT made and entered into on this the 6th day of March 2017 by and between the Montgomery County Commission (hereafter referred to as "COUNTY"), and **RIVERTREE SYSTEMS, INC.**, an Alabama corporation (hereinafter referred to as "**RIVERTREE**").

The COUNTY desires to provide for the collection of all local taxes and fees, regardless of the jurisdiction in which a taxpayer subject to the COUNTY'S taxing power maintains its principal office, to provide that all taxpayers are treated equally and to provide that all tax related ordinances are uniformly and consistently applied. In order to accomplish these goals and objectives, the COUNTY desires to retain the services of a company legally qualified as a "private auditing or collecting firm" as defined in the Alabama Taxpayers' Bill of Rights and Uniform Revenue Procedures Act, Ala. Code § 40-2A-1 (1975) et seq. (hereinafter the "Taxpayers' Bill of Rights") to perform audits and examinations of such taxpayers' books and records.

RIVERTREE is qualified as a private auditing or collecting firm under the Taxpayers' Bill of Rights and, as such, provides collection, examining and consulting services for local governments throughout the State of Alabama. RIVERTREE has represented to the COUNTY that (i) it is knowledgeable of all laws and regulations applicable to private auditing or collecting firms as defined in the Taxpayers' Bill of Rights; (ii) it provides its services in full compliance with all applicable laws and regulations; and (iii) it has obtained

and maintains all of the legally required certifications, fidelity bonds, and legal letters of authority to act as a private auditing or collecting firm as defined in the Taxpayers' Bill of Rights.

The COUNTY desires to retain RIVERTREE as a private auditing firm to provide tax auditing and examination services under the terms and conditions of this Agreement.

NOW, THEREFORE, PREMISES CONSIDERED, RIVERTREE and the COUNTY hereby agree as follows:

1. **RIVERTREE SYSTEMS, Inc.** The COUNTY and RIVERTREE hereby agree that RIVERTREE will provide the following services:

a) Identify and prepare a written list of "taxpayer candidates for examination" based on objective criteria to be agreed upon by RIVERTREE and the COUNTY in advance of such work.

b) Pursuant to Ala. Code § 40-2A-13(d) (1975), upon first contact with the taxpayer, RIVERTREE shall disclose in writing the identity of the COUNTY and all other clients represented by RIVERTREE and shall provide a copy of a signed and dated written authorization from the COUNTY of RIVERTREE's representation of the COUNTY and any such other RIVERTREE client. Also, a copy of the contract between RIVERTREE and the COUNTY and a statement as to whether the COUNTY has elected out of the Alabama Tax Tribunal shall be provided upon first contact with the taxpayer. RIVERTREE further agrees to advise the taxpayer, in writing, of the hotline telephone numbers (1-855-638-7092; and 1-334-844-4706) for taxpayers to submit any complaints related to the auditing or collections activities of a private auditing or collecting firm.

c) Inspect and examine on behalf of the COUNTY, all books, records and other documents of taxpayers assigned to be examined by the COUNTY to determine to what extent, if any, the taxpayer owes the COUNTY sales and use taxes, occupational taxes, license fees, lease taxes, tobacco taxes, gasoline taxes, and any other County tax, plus interest, penalties and other charges thereon, as directed by the COUNTY and in accordance with the ordinances, resolutions and regulations of the COUNTY.

d) RIVERTREE acknowledges that Ala. Code § 40-2A-13(f) (1975) provides that when a private examining or collecting firm represents more than one county, city or town on the date it first contacts a taxpayer, the private examining or collecting firm shall examine the taxpayer's books and records for all such counties, cities or towns simultaneously. Therefore, when conducting examinations initiated by other

RIVERTREE clients, (counties or other cities and towns), RIVERTREE will include the COUNTY on the list of entities for which the examination is being conducted. In the event RIVERTREE examines a taxpayer on behalf of other RIVERTREE clients who have not enacted the same taxes as the COUNTY, then RIVERTREE's audit of such taxpayer shall include all such taxes of the COUNTY.

e) On or before January 15 of each year, disclose in writing to the COUNTY the identities of all municipalities and counties for which it at any time during the preceding calendar year performed examination of taxpayer's books and records for compliance with applicable sales, use, rental, lodging or other local tax laws or collected sales, use, rental, lodging or other local taxes.

f) Not disclose or encourage others to disclose, either directly or indirectly, to any non-client municipality or county or its agents, the fact it is presently conducting an examination of the taxpayer's books and records.

g) Perform examinations of taxpayer's records in accordance with "*The Minimum Standard Examination Program*" established by the Alabama Local Tax Institute of Standards and Training (the "Minimum Standards").

h) Report to the COUNTY that information necessary for the COUNTY to assess the taxpayer's sales and use taxes, license fees, lease taxes, and all other County taxes, plus interest, penalties and other charges thereon for transactions which RIVERTREE reasonably believes may have resulted in an obligation of the taxpayer to pay such taxes to the COUNTY.

i) Prepare and present to the COUNTY a "Findings Report," which shall include, at a minimum, all information required to prepare a written report under the Minimum Standards and a summary thereof on each examination performed. In the event RIVERTREE's audit indicates that a particular taxpayer has no tax liability to the COUNTY, RIVERTREE shall provide the COUNTY a written report including the name of the taxpayer audited, the types of tax for which the taxpayer was examined and found to have no liability, and the audit period.

j) Provide full cooperation to the COUNTY in the preparation of any legal documents, attend any judicial, administrative, departmental, appellate or other legal hearings and be available to testify at hearings that may be required to collect any amounts due to the COUNTY from the taxpayer.

k) Pursuant to the Ala. Code § 40-2A-1 3(h) (1975), notify the taxpayer in writing, and the COUNTY, simultaneously, if any tax overpayments are discovered and the taxpayer is due any refunds from the COUNTY, or if the taxpayer owes any tax to the COUNTY and the estimated amount, and advise the taxpayer of the general procedure to make a claim for refund or pay a tax.

l) Any additional or incidental services which are allowable by law and are reasonably necessary in order to carry out RIVERTREE's obligations under this Agreement.

RIVERTREE shall collect all taxes with checks payable to the MONTGOMERY COUNTY COMMISSION.

2. **Compensation.** It is understood that each RIVERTREE client will only pay a prorated portion of total audit costs when RIVERTREE is conducting examinations for multiple clients at one time. The COUNTY agrees to pay RIVERTREE its prorated portion of each audit's total audit costs which shall consist of **seventy-five dollars ($75.00) per hour**. RIVERTREE shall be paid monthly based upon hours worked submitted to the COUNTY by the fifteenth (15th) day of the month for the month next proceeding. The parties acknowledge that the Ala. Code § 40-2A-6 (1975) specifically prohibits the COUNTY from entering into any contract or arrangement with a private examining or contracting firm for the examination of a taxpayer's books on a contingency fee basis and agree that RIVERTREE's compensation under this Agreement is not in any way contingent upon or otherwise related to the amounts discovered during examinations nor contingent upon or related to amounts finally received by the COUNTY.

3. **Representations and Warranties.** RIVERTREE represents and warrants as follows:

a. RIVERTREE is a corporation valid and existing and in good standing under the laws of the State of Alabama.

b. As of the effective date of the Agreement, RIVERTREE and any employee, agent, or independent auditor/examiner of RIVERTREE providing services under this Agreement, shall have obtained all licenses and bonds required by applicable law and which are necessary or appropriate to perform RIVERTREEE's obligations under this Agreement, and all such licenses and bonds shall be current and in good standing, and shall be maintained throughout the term of this Agreement.

c. RIVERTREE and its employees, agents and independent auditors/examiners agree to comply with all applicable current and future laws, rules and regulations applicable to all services provided by RIVERTREE under this Agreement, including, but not limited to, the Local Tax Simplification Act of 1998, the Alabama Local Tax Procedures Act of 1998 and the Taxpayers' Bill of Rights as currently in effect and hereafter amended.

d. RIVERTREE agrees to comply with all laws and regulations relating to the employees of RIVERTREE, including, without limitation, all tax withholding requirements and worker's compensation laws.

e. Any final assessment or forced collection action based upon an audit conducted by RIVERTREE on behalf of the COUNTY shall not be issued and applicable to a taxpayer until signed by a public official or employee designated by the COUNTY.

4. **Change in Law.** The parties agree that in the event of any conflict between the requirements of any applicable law and the terms of this Agreement, then the requirements of such applicable law shall control. If any law applicable to the services provided by RIVERTREE under this Agreement shall be amended, or otherwise changed following the effective date of this Agreement, and the COUNTY, in its sole discretion, determines that such amendment, modification or change in the law shall impair or frustrate the COUNTY'S purposes for entering into this Agreement, then the COUNTY shall have the option to terminate this Agreement as provided in Paragraph 10 below.

5. **Requirements of Examiners.** All examiners employed by RIVERTREE shall meet all requirements set forth in the Taxpayers' Bill of Rights and other current or future applicable law. At a minimum, all such examiners shall (i) be certified public accountants or accountants licensed by the State Board of Public Accountants, or (ii) be certified by the Alabama Local Tax Institute of Standards and Training, and (iii) maintain fidelity bonds in accordance with Ala. Code § 40-23-30 (1975), as currently in effect and hereafter amended, and (iv) maintain a business license as required by Ala. Code § 40-12-2

(1975), as currently in effect and hereafter amended. If any assessment based on an audit by RIVERTREE is invalidated due to lack of proper certification of RIVERTREE's auditors RIVERTREE must either provide an audit of the assessed taxpayer conducted by a certified auditor, or reimburse the COUNTY for all amounts paid to RIVERTREE in connection with the audit.

In accordance with applicable law, RIVERTREE may not employ unbonded auditors, or examiners to perform services pursuant to this Agreement who have failed to receive or maintain their certifications in paragraph 5(i) and (ii) above. Any violation of this paragraph of which RIVERTREE knew or should have known, shall have the effect of doing all of the following:

(1) Automatically terminating this Agreement; (2) Voiding any assessment or proposed assessment issued by the COUNTY as a result of any examination conducted, in whole or in part, by the examiner, but shall not prevent the COUNTY from sending a qualified examiner to examine the taxpayer's books and records; (3) cause RIVERTREE to forfeit its license granted pursuant to Ala. Code § 40-12-43.1 (1975) for a period of six (6) months.

RIVERTREE shall indemnify and hold COUNTY harmless from any loss in revenues arising from or in connection with any invalidated assessment based upon an audit conducted by RIVERTREE if such invalidation is due to lack of proper certification of RIVERTREE 's auditors or due to any other fault of RIVERTREE.

6. **Inspection.** The COUNTY reserves the right at all reasonable times to inspect the documents, information, taxpayer examination system and procedures of RIVERTREE to ensure that RIVERTREE and its employees, agents, and independent auditors/examiners are

complying with the terms of this Agreement and all applicable laws. Any such inspection or any lack of inspection by the COUNTY, however, shall not be deemed to waive the requirements of, or excuse the foregoing from complying with, the terms of this Agreement and all applicable laws.

7. **Confidentiality of Tax Information.** RIVERTREE and its employees, agents, and independent auditors/examiners shall not print, publish or divulge the return of any taxpayer or any part of a return or any information or data supplied by the COUNTY or secured in arriving at the amount of the tax value reported and shall act in conformance with all current and future federal, state and local laws and regulations concerning the confidentiality of tax information, including, but not limited to, the Taxpayers' Bill of Rights (collectively, the "Confidentiality Laws"). All principals, officers, employees and independent auditors/examiners of RIVERTREE involved with the services provided by RIVERTREE under this Agreement, prior to undertaking such services, shall execute an agreement in form and context acceptable to the COUNTY binding such principals, officers, employees and independent auditors/examiners to observe the Confidentiality Laws.

8. **Independent Contractor.** The parties agree that RIVERTREE is and shall at all times be considered an independent contractor and neither it nor its employees or its independent auditors/examiners shall be considered employees of the COUNTY or entitled to any rights or benefits accorded to employees of the COUNTY. RIVERTREE and the COUNTY affirm that this Agreement does not create a partnership or joint venture and that no expressed, implied or apparent rights are intended to inure to any third parties under the terms and conditions herein.

9. **Term.** This Agreement shall be effective as of the date set forth in the preamble and will continue for a period of 3 year(s) from the date unless terminated as herein provided. Pursuant of Ala. Code § 40-2A-12 (1975), this Agreement shall not be renewed or extended beyond such three (3) year term: provided, however, that the parties may negotiate a new contract concerning the subject matter of this Agreement to become effective following expiration of this Agreement.

10. **Default.** If RIVERTREE shall fail in any respect to comply with the terms of this Agreement, the COUNTY shall notify RIVERTREE in writing of the matters with regard to which default is asserted, and RIVERTREE shall have thirty (30) days to cure such default. If RIVERTREE fails to either cure such default within said time, then the COUNTY may terminate this Agreement at any time thereafter by giving written notice to RIVERTREE of its election to terminate at least ninety (90) days prior to the effective date of termination.

11. **Termination.** Either party may terminate this Agreement by giving the other party written notice of termination at least ninety (90) days prior to the effective date of termination. Notwithstanding the foregoing, this Agreement shall be terminated automatically, without notice, if RIVERTREE, for any reason loses or foregoes its license required under Ala. Code § 40-2A-13 (1975) or Ala. Code § 40-2A-14 (1975). RIVERTREE shall provide the COUNTY all documentation, records, reports, and examinations as of the effective date of the termination with a final itemized statement of fees due.

12. **Assignment; Subcontracting of Services.** COUNTY acknowledges and agrees that RIVERTREE may retain auditors or examiners on an independent contractor basis to provide the services described in this Agreement and the COUNTY consents to

RIVERTREE's retention of such auditors or examiners provided, however, that any such auditor or examiner must meet all criteria applicable to auditors and examiners under applicable law or under this Agreement and provided further that all terms and conditions of this Agreement, including but not limited to indemnities, applicable to services provided by RIVERTREE shall apply to any work performed by such auditors and examiners. RIVERTREE shall maintain and, upon the COUNTY'S request, shall provide to the COUNTY a list of all auditors and examiners authorized to provide services on behalf of RIVERTREE. Except as provided in this Paragraph 12, RIVERTREE shall not assign any of its rights or obligations under this Agreement or enter into an agreement with any person, entity or subcontractor to perform the obligations of RIVERTREE under this Agreement. Any such assignment or other agreement by RIVERTREE shall be null and void.

13. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. 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.

IN WITNESS WHEREOF, the undersigned parties, through their duly authorized officers, have executed this Agreement on the year and day first above written.

MONTGOMERY COUNTY COMMISSION

By: _____

Title:_____

RIVERTREE SYSTEMS, INC.

_____

PRESIDENT

4-11

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

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

ENGINEERING DEPARTMENT

February 14, 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer 2/14/17

SUBJECT: Approval of the Scrap Tire Agreement between the Montgomery County Commission and the Alabama Department of Environmental Management

Please place on the agenda of the next regular meeting of the Montgomery County Commission, the approval of the agreement between the Montgomery County Commission and the Alabama Department of Environmental Management, for the Scrap Tire Program. This grant will enable the Montgomery Clean City Commission to expand their clean-up efforts in and around the City of Montgomery. This agreement will expire on September 30, 2018 and is in the amount of $100,000.00.

Please return two copies with original signatures to this office for further processing.

GCS/jmk

Attachments

cc: File

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

CONTRACTUAL AGREEMENT BETWEEN
MONTGOMERY COUNTY COMMISSION
AND THE ALABAMA DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT

This Agreement is entered into between Montgomery County Commission (Contractor) and the Alabama Department of Environmental Management (Department). This Agreement will provide for The collection, management, disposal, and/or offering for beneficial use of discarded tires and regulated solid waste, funded by the Scrap Tire Fund, for work performed within the State of Alabama.

The parties hereto agree as follows:

1. Scope of Services

The Contractor will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Contractor an amount not to exceed $100,000.00 for the services performed under this Agreement. Unless otherwise specified in the work-plan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Contractor shall submit invoices in triplicate not more than once per quarter to the Department for actual cost incurred. The final invoice shall be submitted within ninety (90) days of expiration of this Agreement.

C. In the case of non governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than $1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from $1,000.00 to $3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value from $3,000.00 to $7,499.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Bid Laws Sections 41-16-20 et. Seq. of the Code of Alabama (1975).

D. The Contractor is aware of the critical time schedule for completion of the remediation work as described herein and that said work is to be completed in strict compliance with the remediation plan and hereby agrees to compensate the Department for damages caused by not completing the work specified or within the time period shown herein. The amount of damages shall be calculated and retained by the Department from the sum due the Contractor. The Contractor hereby agrees that liquidated damages in the amount of $250.00 per day may be retained and assessed against the Contractor for each and every day the completion of the work is delayed beyond the time specified date herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the Alabama Solid Waste Remediation Fund for costs associated with the delay to include the assignment of the project to another contractor, if deemed necessary by the Department. Furthermore, the Contractor hereby agrees that liquidated damages in an amount to be determined by the Department and calculated based on a minimum of $500.00 up to 10 percent (10%) of the total contract price per breach or deviation from the contract or remediation plan and may be retained and/or assessed against the Contractor. The Contractor may for each and every said breach or deviation from the remediation plan be assessed liquidated damages as specified herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the Alabama Solid Waste Remediation Fund for the costs associated with any breach or deviation from the remediation plan and to include the cost of assignment of the project to another contractor for proper remediation consistent with said remediation plan, if deemed necessary by the Department.

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed, and shall terminate on September 30, 2018. The Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the U.S Environmental Protection Agency and is subject to termination in the event of proration of the

5-2

fund from which payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties but under no circumstances shall the expiration date be extended or the contract amount be increased without approval in accordance with Section 29-2-41 Code of Alabama 1975.

4. Termination of Agreement for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Contractor shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the contractor shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency (hereinafter called "EPA") issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the contractor.

15. Audits and Access to Records

The Contractor agrees to abide by the requirements of OMB Circular A-133. When financial statements are prepared and an audit is performed as a result of OMB Circular A-133 requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report.

If OMB Circular A-133 is applicable the Contractor agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or all documents, papers, records and directly pertinent books of the Contractor involving transaction related to this Agreement upon written request from the Director of ADEM.

16. Taxes

The Contractor is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Contractor Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Contractor or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

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 contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the

settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

19. Requisite Reviews and Approvals

Montgomery County Commission acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Montgomery County Commission shall not begin performing work under this contract until notified to do so by the Alabama Department of Environmental Management. Montgomery County Commission is entitled to no compensation for work performed prior to the effective date of this contract.

20. Immigration Affirmation

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.

21. Prohibition against Boycotting by Contractors

In compliance with Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

MONTGOMERY COUNTY COMMISSION

By:_____
Elton N. Dean, Sr.,
Chairman

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By:_____
Lance R. LeFleur
Director

_____
As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the _____ day of _____, 2017.

5-5

"ATTACHMENT A"

SCOPE OF SERVICES

This Scope of Services is applicable to the collection, management, disposal and/or offering for beneficial use of discarded scrap tires funded by the Scrap Tire Fund, for work performed within the State of Alabama. The agreement shall reimburse expenses associated with the services described below up to **$100,000**.

Montgomery County Commission shall provide the following services pursuant to the Agreement. Montgomery County Commission shall furnish all necessary labor, supervision, equipment, tools, materials, supplies and any other items or activities to provide the following services (Note: Services may also be performed by non-profit groups described below if approved by the County to perform the services.)

- Collect discarded scrap tires from right-of-way locations within Montgomery County. These sites should not constitute an unauthorized accumulation of scrap tires or an unauthorized dump as defined by ADEM regulations (if more than 100 scrap tires in a single location or an unauthorized dump are identified, the Department should be notified immediately of the location). The discarded scrap tires to be collected should be located on right-of-way property or at another location where a non-profit organization (i.e. Adopt-a-Mile, Adopt-a-Stream, PALS, Clean Water Partnerships, etc.) is conducting a cleanup.
- Manage the discarded scrap tires in an appropriate manner until disposal.
- Either properly transport and dispose of the collected discarded scrap tires in an approved disposal facility or properly transport and offer for beneficial use the collected scrap tire material to a Department-approved facility.
- Conduct site restoration/closure activities, if necessary, to minimize erosion for areas where soils have been disturbed by heavy machinery.
- Submit to the Department documentation for disposal or offerings for beneficial use for all collected material (i.e. landfill disposal receipts, end-user agreements/manifests).
- The County may establish a collection center(s) for scrap tires within its jurisdiction. Such sites will be subject to prior approval from the Department and will be subject to certain requirements and limitations.

This agreement shall remain valid from date of execution of the interagency cooperative agreement until September 30, 2018.

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 16, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Joint Public Charity Hospital Board Appointments

On October 5, 2016, the terms of Richard Wilhoite and Henry A Frazer expired as board members of the Joint Public Charity Hospital Board. Mr. Frazer would like to be reappointed to this board.

Mr. Wilhoite has retired and Board Chairman Albert Holloway has recommended the appointment of Tommie Ellis to this board. Mr. Ellis' biographical sketch is attached.

We will be discussing these appointments at Tuesday's meeting.

/tn

Attachment

Tammy Nix

Subject: FW: Ellis Bio
Attachments: BIO -- Tommie Ellis ILS-S PM.docx

From: Albert Holloway [mailto:aholloway687@charter.net]
Sent: Monday, February 06, 2017 8:55 AM
To: Donald Mims
Cc: Shawanda Surles
Subject: Fwd: Ellis Bio

Mr mins I am forwarding a biographical sketch for mr Tommie Ellis to be considered for a point meant to the Joint Public Charity Board as a replacement for Mr Richard Wilhoite. I will be happy to come to a county commissioner meeting to discuss his appointment . Thank-you.

Sent from my iPhone

6-2

TOMMIE ELLIS, GS-13

Integrated Logistics Systems-Supply (ILS-S)

Mr. Tommie Ellis is the Program Manager for Integrated Logistics Systems Supply (ILS-S), AFPEO Business Enterprise Systems, Legacy Logistics Sustainment Division, Logistics Readiness Branch, Maxwell AFB-Gunter Annex, AL. In this capacity, he is responsible for the oversight and management of day-to-day operations of the ILS-S program. The ILS-S program office currently manages three active ACAT III programs with a development budget of $10 million and annual sustainment budget of $8 million. The program includes over 80 highly experienced and knowledgeable military, civilian and contractor personnel focused on providing the best possible defense business information system foundation for managing the USAF logistics base-level environment. ILS-S supports over 18 thousand active-duty Air Force, Air National Guard (ANG), and Air Force Reserve (AFRES) personnel located at 80 main Air Force operating bases and more than 200 ANG and AFRES sites.

Mr. Ellis graduated from Alabama State University Montgomery, Alabama where he earned a Bachelor of Science Degree in Computer Information Systems (CIS). Upon graduation he became a civil servant at Maxwell AFB-Gunter Annex in Apr 87 and has been working for the Air Force since that time. He is a Certified Acquisition Professional with certifications in Program Management and Information Systems. Prior to attending college, he was a member of the United States Army (2nd Armor Division) as a supply clerk for 3 years.

EDUCATION

1987 Bachelor of Science Degree in Computer Information Systems (CIS)
1995 Squadron Officer School, Maxwell AFB, AL
2010 Certified Acquisition Professional, Program Management Level II

CAREER CHRONLOGY

1. 1987 – 1992, Application Programmer, Base Contracting Automated System (BCAS).MAFB
2. 1992 – 2000, Program Analyst, Fuel Automated Management System (FAMS) MAFB
3. 2000 – 2006, Project Manager, Standard Asset Tracking System (SATS) MAFB
4. 2006 – 2009, Acquisition Program Manager, ILS-S, MAFB
5. 2009 – 2010, Deputy Program Manager, ILS-S, MAFB
6. 2010 – Present, Program Manager, ILS-S, MAFB

Updated 6/2016

Joint Public Charity Hospital Board

Members:	**Term Expires:**
Richard Wilhoite 7195 Fanning Mill Road Grady, AL 36036	10/5/2016
Henry A. Frazer 500 Cherry Hill Place Montgomery, AL 36117 Cell: 296-1441 Work: 265-2700 Home: 271-1678	10/5/2016
Dr. Albert Holloway, Chairman 2611 Woodley Park Drive Montgomery, AL 36117 Phone: 288-0009	10/5/2017
Lynn Beshear Envision2020 600 S Court Street Montgomery, Alabama 36106 Work: 269-0224 Cell: 462-0220	10/5/2017
Mary B. Weidler 1722 Hill Hedge Drive Montgomery, AL 36106	10/5/2018
Dr. James Armstrong 2107 Allendale Road Montgomery AL 36111 334-224-0468	10/5/2018
Connie King (293-6400) Administrator Montgomery County Health Department 3060 Mobile Hwy Montgomery, AL 36108	Permanent

Term: 3 years

6-4

Alabama Alcoholic Beverage Control Board
Licensing and Compliance Division
2715 Gunter Park Drive West
Montgomery, AL 36109
Phone: 334-213-6300
Fax: 334-213-6322

February 07, 2017

MEMORANDUM

To: All Wet County Commissions

From: Summer Childers
Licensing and Compliance Division Director

Subject: County Levies for Alcohol Licensing

Sec. 28-3A-4, Code of Alabama, requires the Alcoholic Beverage Control Board to collect all county license fees for all new license applications and renewed licenses. In order for this program to be set up for fiscal year 2017-2018, the **attached form must be completed** listing all amounts set by your county in column three (3). **If your county does not wish to make changes to the fees for a particular license type, please indicate that by writing "no change".**

Limitations of the maximum amount of county fees for the following ten (10) types of licenses have been set.

Type	Maximum County Fee
Retail Beer (On or Off Premises)	$75.00
Retail Beer (Off Premises Only)	$75.00
Retail Table Wine (On or Off Premises)	$75.00
Retail Table Wine (Off Premises Only)	$75.00
Wholesale Beer Only	$275.00
Wholesale Table Wine Only	$275.00
Wholesale Table Wine and Beer	$375.00
Additional Warehouse Wine or Beer or Both	$100.00
Importer	$250.00
Brewpub	$500.00

Please supply us with this information no later than **April 21, 2017**. This form must be signed by an authorized county official. Please return your completed document to McKenzie.Reed@abc.alabama.gov or mail to the address above. If there are any changes in your contact information, it is your responsibility to notify the ABC Board as soon as possible.

Received by: _____

County: _____

7-1

COUNTY (51) **MONTGOMERY 2017-2018**

TYPE LICENSE & CODE	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL TOTAL	NEW LICENSE TOTAL
010 - LOUNGE RETAIL LIQUOR - CLASS I	$ 50.00	$300.00			
011 - LOUNGE RETAIL LIQUOR - CLASS II - (PACKAGE)	$ 50.00	$300.00			
020 - RESTAURANT RETAIL LIQUOR	$ 50.00	$300.00			
031 - CLUB LIQUOR - CLASS I	$ 50.00	$300.00			
032 - CLUB LIQUOR - CLASS II	$ 50.00	$750.00			
** 040 - RETAIL BEER - (ON OR OFF PREMISES)	$ 50.00	$150.00			
** 050 - RETAIL BEER (OFF PREMISES ONLY)	$ 50.00	$150.00			
** 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	$ 50.00	$150.00			
** 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	$ 50.00	$150.00			
080 - LIQUOR WHOLESALE	$ 50.00	$500.00			
** 090 - WHOLESALE BEER ONLY	$ 50.00	$550.00			
** 100 - WHOLESALE TABLE WINE ONLY - 16.5% OR LESS	$ 50.00	$550.00			
** 110 - WHOLESALE TABLE WINE & BEER COMBINED	$ 50.00	$750.00			
120 - WAREHOUSE LICENSE	$ 50.00	$200.00			
** 130 - ADDITIONAL WAREHOUSE-WINE, BEER OR BOTH	$ 50.00	$200.00			
140 - SPECIAL EVENTS RETAIL	$ 50.00	$150.00			
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	$ 50.00	$100.00			
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	$ 50.00	$250.00			
170 - RETAIL COMMON CARRIER	$ 50.00	$150.00			
200 - MANUFACTURER	$ 50.00	$500.00			
** 210 - IMPORTER	$ 50.00	$500.00			
** 220 - BREWPUB	$ 50.00	$1,000.00			
230 - INTERNATIONAL MOTOR SPEEDWAY	$ 50.00	$300.00			
240 - NON-PROFIT - TAX EXEMPT		$0.00	N/A	N/A	N/A

* A $50.00 non-refundable filing fee is charged to all new licenses.

** May not charge more than one-half of the state fee for this type of license.

SIGNED:_____ _____ _____

Authorized County Official Title Date

7.2

Alabama Alcoholic Beverage Control Board
Licensing and Compliance Division
2715 Gunter Park Drive West
Montgomery, AL 36109
Phone: 334-213-6300
Fax: 334-213-6322

February 23, 2016

MEMORANDUM

To: All Wet County Commissions

From: Summer Childers
Licensing and Compliance Division Director

Subject: County Levies for Alcohol Licensing

Sec. 28-3A-4, Code of Alabama, requires the Alcoholic Beverage Control Board to collect all county license fees for all new license applications and renewed licenses. In order for this program to be set up for fiscal year 2016-2017, the **attached form must be completed** listing all amounts set by your county in column three (3). **If your county does not wish to make changes to the fees for a particular license type, please indicate that by writing "no change".**

Limitations of the maximum amount of county fees for the following ten (10) types of licenses have been set.

Type	Maximum County Fee
Retail Beer (On or Off Premises)	$75.00
Retail Beer (Off Premises Only)	$75.00
Retail Table Wine (On or Off Premises)	$75.00
Retail Table Wine (Off Premises Only)	$75.00
Wholesale Beer Only	$275.00
Wholesale Table Wine Only	$275.00
Wholesale Table Wine and Beer	$375.00
Additional Warehouse Wine or Beer or Both	$100.00
Importer	$250.00
Brewpub	$500.00

Please supply us with this information no later than **April 22, 2016**. This form must be signed by an authorized county official. Please return your completed document to McKenzie.Reed@abc.alabama.gov or mail to the address above. If there are any changes in your contact information, it is your responsibility to notify the ABC Board as soon as possible.

Received by: Elton N. Avery Sr.

County: Montgomery

7-3

COUNTY (51) MONTGOMERY 2016 - 2017

TYPE LICENSE & CODE	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL TOTAL	NEW LICENSE TOTAL
010 - LOUNGE RETAIL LIQUOR - CLASS I	$ 50.00	$300.00	300.00	600.00	650.00
011 - LOUNGE RETAIL LIQUOR - CLASS II - (PACKAGE)	$ 50.00	$300.00	300.00	600.00	650.00
020 - RESTAURANT RETAIL LIQUOR	$ 50.00	$300.00	300.00	600.00	650.00
031 - CLUB LIQUOR - CLASS I	$ 50.00	$300.00	500.00	800.00	850.00
032 - CLUB LIQUOR - CLASS II	$ 50.00	$750.00	750.00	1,500.00	1,550.00
**					
040 - RETAIL BEER - (ON OR OFF PREMISES)	$ 50.00	$150.00	75.00	225.00	275.00
**					
050 - RETAIL BEER (OFF PREMISES ONLY)	$ 50.00	$150.00	75.00	225.00	275.00
**					
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	$ 50.00	$150.00	75.00	225.00	275.00
**					
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	$ 50.00	$150.00	75.00	225.00	275.00
080 - LIQUOR WHOLESALE	$ 50.00	$500.00	500.00	1,000.00	1,050.00
**					
090 - WHOLESALE BEER ONLY	$ 50.00	$550.00	275.00	825.00	875.00
**					
100 - WHOLESALE TABLE WINE ONLY - 16.5% OR LESS	$ 50.00	$550.00	275.00	825.00	875.00
**					
110 - WHOLESALE TABLE WINE & BEER COMBINED	$ 50.00	$750.00	375.00	1,125.00	1,175.00
120 - WAREHOUSE LICENSE	$ 50.00	$200.00	200.00	400.00	450.00
**					
130 - ADDITIONAL WAREHOUSE-WINE, BEER OR BOTH	$ 50.00	$200.00	100.00	300.00	350.00
140 - SPECIAL EVENTS RETAIL	$ 50.00	$150.00	150.00	N/A	350.00
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	$ 50.00	$100.00	100.00	N/A	250.00
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	$ 50.00	$250.00	250.00	500.00	550.00
170 - RETAIL COMMON CARRIER	$ 50.00	$150.00	150.00	300.00	350.00
200 - MANUFACTURER	$ 50.00	$500.00	500.00	1,000.00	1,050.00
**					
210 - IMPORTER	$ 50.00	$500.00	250.00	750.00	800.00
**					
220 - BREWPUB	$ 50.00	$1,000.00	500.00	1,500.00	1,550.00
230 - INTERNATIONAL MOTOR SPEEDWAY	$ 50.00	$300.00	300.00	600.00	650.00
240 - NON-PROFIT - TAX EXEMPT	N/A	N/A	N/A	N/A	N/A

* A $50.00 non-refundable filing fee is charged to all new licenses.

** May not charge more than one-half of the state fee for this type of license.

No Change

SIGNED: Elton N. Dean Sr
Authorized County Official

Chairman
Title

3-21-16
Date

7-4

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

March 24, 2016

Ms. Summer Childers
Enforcement Division- License Section
Alabama Alcoholic Beverage Control Board
2715 Gunter Park Drive West
Montgomery, Alabama 36109

Dear Ms. Childers:

This is in response to your Memorandum dated February 23, 2016, regarding County Levies for Alcohol Licensing.

The Montgomery County Commission, at its meeting on March 21, 2016, established the Fiscal Year 2016-2017 County License Fees, as shown in the attachment. **There were no changes in the fees.**

Thank you for your assistance in this matter.

Sincerely,

Donald L. Mims
County Administrator

/tn

Attachment

7-5

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

$75,000

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

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.

8.2

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.

February 16, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Retaining Wall Repair

As discussed at the last meeting and explained in Scott Kramer's memo dated February 1, 2017, there is an immediate need to move forward with the repair of the retaining wall located at the rear of 125 Washington Avenue. Goodwyn, Mills and Cawood estimates the cost of the repair to be $100,730.

I request that approval to proceed with repair of the retaining wall at 125 Washington Avenue, subject to review by the County Attorney, and preparation of necessary bid documents be placed on the next agenda.

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 1, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Risk Management Director

SUBJECT: Retaining Walls

As you are aware, two retaining walls on Washington Avenue and Herron Street were damaged from heavy rains and flooding approximately a year ago. We had requested the assistance of FEMA, but unfortunately the total amount of damage did not meet their threshold. You had requested that Goodwyn, Mills and Cawood, Inc. (GMC) develop design plans to rectify the damage.

After GMC's review, it is their opinion that the emergency nature of these projects demand repairs. On these properties, the County owns property on the higher ground behind failed retaining walls. In addition, GMC has stated that these walls serve to protect the integrity of the County's property, but the walls are located on private property. The estimates to replace the walls are $193,075 (see attached estimate).

I am recommending that we get the County attorney's opinion on this subject.

Cc: Florence Cauthen
Lamar Allen

9-2

GOODWYN, MILLS and CAWOOD, INC.
ENGINEERS + PLANNERS + SURVEYORS
P.O. BOX 3605 + MONTGOMERY + AL 36109

12/12/2016

Montgomery County Retaining Wall Improvements

ITEM NO:	ITEM DESCRIPTION	QTY	UNIT	CONTRACT AMOUNT UNIT PRICE	CONTRACT AMOUNT TOTAL AMOUNT
	South Perry St. and Washington Ave.				
1	Mobilization	1	LS	5,000.00	$5,000.00
2	Demolition	1	LS	$ 3,500.00	$3,500.00
3	Borrow Material (A-4 or Better)	200	CY	$ 15.00	$3,000.00
4	Porous Backfill	60	CY	$ 20.00	$1,200.00
5	6" ALDOT Section 825B	133	SY	$ 15.00	$1,995.00
6	2" ALDOT Section 424B, Binder Layer	133	SY	$ 25.00	$3,325.00
7	1" ALDOT Section 424A, Surface Layer	133	SY	$ 20.00	$2,660.00
8	Striping	1	LS	$ 350.00	$350.00
9	Retaining Wall	747	SF	$ 100.00	$74,700.00
10	Traffic Control	1	LS	$ 3,500.00	$3,500.00
11	Erosion Control	1	LS	$ 1,500.00	$1,500.00
	South Perry St. and Washington Ave. Total				**$100,730.00**
	Whitman and Herron St.				
1	Mobilization	1	LS	$ 5,000.00	$ 5,000.00
2	Demolition	1	LS	$ 3,500.00	$ 3,500.00
3	Borrow Material (A-4 or Better)	200	CY	$ 15.00	$ 3,000.00
4	Porous Backfill	60	CY	$ 20.00	$ 1,200.00
5	6" ALDOT Section 825B	85	SY	$ 15.00	$ 1,275.00
6	2" ALDOT Section 424B, Binder Layer	85	EA	$ 27.00	$ 2,295.00
7	1" ALDOT Section 424A, Surface Layer	85	EA	$ 25.00	$ 2,125.00
8	Retaining Wall	644	SF	$ 100.00	$ 64,400.00
9	6' Wooden Privacy Fence	70	LF	$ 25.00	$ 1,750.00
10	Concrete Flume	80	LF	$ 35.00	$ 2,800.00
11	Traffic Control	1	LS	$ 3,500.00	$ 3,500.00
12	Erosion Control	1	LS	$ 1,500.00	$ 1,500.00
	Whitman and Herron St. Total				**$ 92,345.00**
	Grand Total				**$ 193,075.00**

9-4

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

MEMORANDUM

February 16, 2017

TT 6

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Emergency Repairs to Retaining Walls

I have reviewed your memorandum of February 17, 2017, regarding emergency repairs to retaining walls on Washington Avenue and Herron Street. You request that I provide legal justification for the County to incur the total cost to replace the retaining wall. My opinion is as follows:

I have reviewed the Goodwyn Mills Cawood letter of February 1, 2017. I will address the Washington Avenue Wall first. I am of the opinion that the collapse of the retaining wall creates a public danger and also a danger for the employees that occupy the Washington building owned by the County. Furthermore, I find that I agree with Goodwyn Mills Cawood that if not repaired, this could cause substantial damage to the Washington building foundation support. In addition, the flow of water onto the adjacent parking lot will more than likely cause substantial damage to the parking lot.

Secondly, the Herron Street property is different only that the collapse of the wall will more than likely damage the building and parking lot adjacent thereto.

After meeting with Donnie Mims, Florence Cauthen, Scott Kramer, and Lamar Monday afternoon and inspecting both properties, I am of the opinion that Montgomery County should immediately begin work and follow the instructions of Goodwyn Mills Cawood to repair both walls.

I am also of the opinion the above repairs 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 County should not incur the cost for the above reasons if it is the desire of the Montgomery County Commission.

50051-317

9-5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 3

DEPARTMENT: Judge of Probate

REQUESTED BY: Judge Steven Reed — 2/1/17
Elected Official/Dept. Head — Date

FINANCE REVIEW:

REVIEWED BY: S. Thomas — 2/1/17
Finance Director — Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ✓
Agenda

COUNTY COMMISSION APPROVAL:

Administrator — Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Equipment/Furniture	786-51375-400	20,000	8,432	28,432
Fund Balance	786-35900		(8,432)	(8,432)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	$ 20,000	$ 0	$ 20,000

JUSTIFICATION: To carry forward prior year fund balance to be used for the improvement of the equipment and operations in the office of the licensing official charged with motor vehicle and titling, and shall be in addition to the amount budgeted for office of the official. Per Section 32-7A-12 (f). Judge of Probate Motor Vehicle Reg./Titling Technology Fund

Montgomery County Commission
Non-Profit Agency Funding Request

Name of Agency	Montgomery Christian School
Website	www.montgomerychristianschool.com
Primary Physical Address with Zip Code	1728 South Hull Street, Montgomery, AL 36104
Executive Director's Name	Kathi Atkins, Principal
Executive Director's Phone	Business: 334-386-1749 Cell: 334-301-4907
Year Organization Founded	2007
Agency Mission/Function	See attached
Event/Activity to be Funded	Printer and supplies for teachers
How will the funds be used?	See attached
Amount Requested	$8,064
Other Source(s) contacted for Funding and Amounts Requested and Received	At this time, this is the first opportunity we have had to ask for these items from an agency. So, none requested, and none given at this time.
Have you received funds from the Commission in the past? If so, please provide the date(s) and amount(s).	No, we haven't received funding from the Commission.

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	Christy B. Jarrett
Email address	cjarrett@montgomerychristianschool.org
Title	Office Manager
Date	01/24/2017

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.

Agency – Mission/Function:

The mission of Montgomery Christian School is to glorify God by providing an academically challenging Christian education in a Christian environment to families with limited options. The goal of this education is to bring every student to spiritual maturity in Christ along with academic, social, and emotional maturity where they can effectively pursue God's purpose in their personal life, family, church and city.

MCS will emphasize academic proficiency as a foundation for life-long learning, a biblical Christian worldview as the standard for examining truth across all academic disciplines, personal responsibility, courage and self- discipline. All of this will be accomplished in partnership with parents and the school.

The History of Montgomery Christian School

In 2005, a like-minded group of people who had been tutoring at Patterson Court developed an idea for a school that would offer a Christian school choice for families who could not afford a traditional private school. To study this possibility a larger committee was formed which met monthly for two years.

Schools across the southeast were visited and knowledgeable individuals who had started similar schools were interviewed. After much study and prayer Montgomery Christian School was started in 2007 with one kindergarten class of 10 students. In 2009, a first grade was added with the next higher grade added each year.

Trinity Presbyterian Church offered the space in their education building for the school. For the 2016-2017 school year, MCS had 72 students enrolled in Kindergarten through 5th grade.

In the first years of the school, support mainly came from individuals, but currently businesses, family foundations, churches and community service organizations are also in partnership with MCS.

Students at MCS not only receive an excellent academic education, but are also provided a variety of enrichment activities. The Meet the Masters Art curriculum introduces the young people to Master Artists at every grade level. In a partnership with the Montgomery Symphony, approximately some of the students participate in the Montgomery Music Project learning to play the violin, viola, or cello.

The families of the students participate in Parents Involved in Education (PIE). PIE meetings are held on a regular basis throughout the school year.

Montgomery Christian School offers an academically excellent education that is affordable to almost every family. Every child receives a scholarship. Although it costs $6,500 a year to educate one child, the 2016-2017 school year average tuition is approximately $64 per month per child based on family income. Affordable tuition and parent involvement are two core principles that set MCS apart from every other school in the River Region.

How will funds be used?

At the present time, our teachers do not have a separate laser printer to print worksheets, notes to families, tests, etc. Many items that are used in an elementary school are consumable, so teachers are

constantly having to print materials for use in their classroom. Since the school's inception, everyone has shared a printer that was donated to the school several years ago. Many files that the teachers need to print are PDFs and due to the older age of the printer it takes a while to print these items. We would like to purchase a new laser printer, 2 toner cartridges, and 2 cases of plain paper to be able to have this available for teachers to use and make their workload easier and more streamlined.

Our students take Accelerated Reading Quizzes, and we need additional computers to enable multiple students to be able to take quizzes at the same time. These Accelerated Reading quizzes help the teacher assess the student's reading level and reading comprehension. These extra computers will allow a more efficient use of learning time in their classroom each day. Therefore, we are requesting funds for 2 HP Touchscreen laptops and 2 standings desks for each classroom. These computers will also be available for our older students, such as third, fourth and fifth graders, to perform research on topics and group projects in their classroom.

Budget Template:

HP Touchscreen Laptops - Amazon	12	296	3,552
Stand up computer desks (school outfitters) - for new and old laptops	12	295.99	3,552
printer and items			960
			8,064

4-11

DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

MEMORANDUM

To: Elton Dean, Chair, Montgomery County Commission

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

Subject: Approval to pursue Justice and Mental Health Collaboration Program

Date: February 15, 2017

We have identified a grant opportunity. The Department of Justice released a Smart Re-entry: Focus on Evidence-based Strategies for Successful Reentry from Incarceration to Community Grant. The grant ceiling is $200,000 there is a 20% cash/in-kind match funds requirement. We anticipate reaching the $200,000 threshold. If we are permitted to pursue this grant, we will develop the budget and submit that information to you for approval. This grant seeks to reduce the prevalence of individuals with Mental Disorders in jail.

Our project plans to work with Montgomery Area Mental Health Authority, Lighthouse Counseling Center, Mid-Alabama Coalition for the Homeless, Friendship Mission, Baptist Health Systems, Jackson Hospital and numerous other stakeholders to establish a continuum of care that will ultimately develop alternatives to hospital and jail admissions for high utilizers that provide treatment, stabilization, and other appropriate supports in the least restrictive, yet appropriate environment.

RW/dc

cc: Derrick Cunningham, Sheriff

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4960
FAX 334.832.7115

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1886
FAX 334.265.0990

DERRICK CUNNINGHAM

SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

MEMORANDUM

To: Elton Dean, Chair, Montgomery County Commission

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

Subject: Approval to pursue Smart Re-entry: Focus on Evidence-based Strategies for Successful Reentry from Incarceration to Community

Date: February 15, 2017

We have identified a grant opportunity. The Department of Justice has a Smart Re-entry: Focus on Evidence-based Strategies for Successful Reentry from Incarceration to Community Grant. The grant ceiling is $1 million dollars there is a 50% cash/in-kind match funds requirement. We do not anticipate reaching the $1 million dollar threshold, therefore the amount of funds matched will be less than the grant ceiling. If we are permitted to pursue this grant opportunity, we will develop the budget amount and submit that information to you for approval. This grant seeks to support programs in the development and implementation of a comprehensive, collaborative strategy that address the challenges posed by reentry and to reduce the recidivism rate for individuals returning to the community that are at medium to high risk for recidivating. Collaborative stakeholders are, Montgomery Community Corrections, Renascence Halfway-Home, Lighthouse Counseling Center, Mid-Alabama Coalition for the Homeless, Friendship Mission, etc. We seek to establish a pre-lease and post-release case management system that will address the myriad of challenges individuals released from incarceration face. To include, finding housing, employment, combating substance use, and addressing physical and mental health problems.

RW/dc

cc: Derrick Cunningham, Sheriff

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 334.265-0930

Tammy Nix

From: Darryl Parker
Sent: Tuesday, February 07, 2017 9:34 AM
To: Donald Mims; Steven Reed
Cc: William Flowers; Christopher Turner
Subject: The sale of Model VI voting booths to Madison County

Donnie,

The Election Center has approximately 500 Model 6 voting booths which we no longer use in our precincts. The individual voting booths are not functional for the space of our precincts. Madison County still uses these individual voting booths. Madison County's Election Director is interested in purchasing our Model 6 voting booths from us if we can work out an agreement. The County Commission would need to approve the sale of the equipment. Judge Reed has indicated that I should contact you directly to work out the necessary procedural steps.

Suggested Agreement:
500 Model 6 individual voting booths x $50.00/per = $25,000.00

Darryl A. Parker
Director Of Elections
Office of Probate Judge Steven L. Reed
The Montgomery Election Center
125 Washington Ave.
Montgomery AL. 36104
Phone: 334-832-7169
Fax: 334-832-7131
DarrylParker@mc-ala.org

14-1

kid One TRANSPORT SYSTEM
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%

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

15-2

MONTGOMERY
AREA CHAMBER OF COMMERCE

February 14, 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 Tuesday February 21, 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

POST OFFICE BOX 79 41 COMMERCE STREET MONTGOMERY, AL 36101
TEL: 334.834.5200 FAX: 334.265.4745 MACOC@MONTGOMERYCHAMBER.COM WWW.MONTGOMERYCHAMBER.COM

BUILDING BUSINESS, BUILDING THE River REGION.

16-1

Tammy Nix

From:	Singleton, Doug <doug.singleton@berney.com>
Sent:	Tuesday, February 14, 2017 4:03 PM
To:	Donald Mims
Subject:	Fwd: YMCA Achievers program- Request to be on Agenda
Attachments:	achievers flyer.pdf; ATT00001.htm; Sponsorship Flyer.PNG; ATT00002.htm

I pray today is a fantastic day for you!

Begin forwarded message:

From: Natasha Foster <nfoster@ymcamontgomery.org>
Date: February 14, 2017 at 3:41:37 PM CST
To: "doug.singleton@berney.com" <doug.singleton@berney.com>
Subject: YMCA Achievers program- Request to be on Agenda

Hello Commissioner Singleton,

It was great speaking with you today.

I am currently the Teen Achievers Program Director with the YMCA and work with over 150 teenagers every year. The teen programs are dedicated to college preparation and career readiness. The teens do participate in several activities such as college tours, job shadowing, ACT/Prep courses, and community service. The program has been life changing for so many students in Montgomery. We are currently looking for community support for the teens to participate in the Achievers programs. Unfortunately, many of our students do not have the opportunity to seek out higher education such as paying for college applications or visiting colleges.

I am hopeful that the County Commission would like to be one of our community sponsors this year. Sponsorship will assist in funding for ACT test registration, ACT Prep courses, 5 or more visits to Colleges and Universities in and out of state, and college application fees.

I have attached the Achievers program informational flyer and sponsorship form. I would like to be on the County Commission work session on **Monday, March 6th at 9:30am.**

I look forward to hearing from you.

17-1

Natasha Foster
Program Director
Britton YMCA
334-219-4586
nfoster@ymcamontgomery.org

17-2

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/ STEP 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.

Jefferson Davis High School
3420 CARTER HILL ROAD
MONTGOMERY, ALABAMA
MAIN OFFICE: (334) 269-3714
FAX: (334) 269-3715

Bobby E. Abrams, Jr.
Principal

7 February 2017

Commissioner Daniel Harris Jr.
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

Dear Commissioner Harris,

I want to personally thank you in advance for your donation to our CBI Prom. I also want to apologize for mailing the letter later than planned. My students have been learning about writing letters and addressing envelopes and one of my students did have a chance to complete the envelope which is addressed to you. Today that student will also purchase a stamp and will be mailing your letter today at the post office.

Once again, thank you for your support. Please forward your contribution to the address above to the attention of Angela Johnson (Room 17) and note that funds are to be utilized for our CBI Prom. If you have any other questions, I can be reached at (334) 328-4928 or (334) 269-3714.

Sincerely,

Angela M. Johnson
Community Based Instructor

30-1

Jefferson Davis High School
3420 CARTER HILL ROAD
MONTGOMERY, ALABAMA
MAIN OFFICE: (334) 269-3714
FAX: (334) 269-3715

Bobby E. Abrams, Jr.
Principal

24 January 2017

Commissioner Daniel Harris Jr.
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

Dear Commissioner Harris,

I am writing on behalf of my students at Jefferson Davis High School and all surrounding high schools in the Community Based Instruction (CBI) classes. The purpose of the CBI program is to prepare students with severe disabilities to participate and function as productively and independently as possible in critical natural environments. Students in this Community Based Program engage in activities that include functional academic, daily living skills, employment skills, and self-advocacy exercises working toward the goal of achieving maximum independence while participating in an integrated community. Supplies are desperately needed in order to create a learning environment that is interactive and engaging.

I need your help for our upcoming prom which we will host for all the CBI students in Montgomery Public high schools to include Lanier, Carver, Lee, Park Crossing and Jeff Davis. I would appreciate a donation of $500 - $1000. Your contribution will be utilized to assist in the purchase of needed items to make the prom a success. These items include but are not limited to rental space for the venue, decorations, invitations, food, music, photographer, party favors and clothing items for students. Many of our students represent low social economic families in the Montgomery area. Their parents cannot always afford to spend extra money for school, community outings or extra-curricular activities due to the burden they have meeting obligations for the students' basic needs in the home.

Thank you for your support. Please forward your contribution to the address above to the attention of Angela Johnson (Room 17) and also note that funds are to be utilized for our CBI Prom. If you have any other questions, I can be reached at (334) 328-4928 or (334) 269-3714.

Sincerely,

Angela M. Johnson
Community Based Instructor

Bobby E. Abrams, Jr.
Principal

30-2