

ELTON N. DEAN, SR.
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DOUG SINGLETON



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March 15, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen *fm*
Deputy Administrator

SUBJECT: Information pertaining to the March 19, 2018
Montgomery County Commission Regular Meeting

The Commission meeting on Monday, March 19, 2018, will be held at Lester Chapel, Faulkner University, 5345 Atlanta Highway, Montgomery, AL. The Information Session will begin at 4:00 p.m., followed by the Formal Session at 5:30 p.m.

At the last meeting, the Commission requested for Gilbert Darrington with Health Services, Inc., to give a presentation at the March 19, 2018 meeting. Due to scheduling conflicts, he will be meeting with us on April 2, 2018.

Enclosed in your packet is an Annual Performance Evaluation for County Engineer George Speake. Please complete the performance evaluation and submit to Personnel Director Carmen Douglas.

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

1. County Commission Information Session Schedule for March 19, 2018

Items to Consider for the Monday, April 2, 2018 Montgomery County Commission Regular Meeting Agenda

2. Consider Authorization of Memorandum of Understanding with The Alabama Medicaid Agency regarding Reimbursement for Inmates, Risk Management
3. Consider Authorization of Agreement with the Alabama Department of Transportation regarding Resurfacing Macon County Road from SR-110 (Vaughn Road) to Macon County Line and Flowers Road from Bullock County Line to SR-110 (Vaughn Road), Project# STPMN-5117(250); MCP# 51-80-17; CPMS Ref.# 100067923 and Related Resolution, Engineering Department

4. Consider Authorization of Bid Award to Tractor and Equipment Company for Hydro Seeding System, Bid Number 53100-18B-010, Engineering Department
5. Consider Resolution Providing for Montgomery County's Participation in the 2018 "Back-to-School" Sales Tax Holiday, County Commission
6. Consider Authorization of Resolution Recognizing and Congratulating the George Washington Carver High School Boys' Basketball Team on winning the 2018 AHSAA 6A Division Title and Declaring Monday, April 2, 2018, as "*Carver High School Wolverines Day*", County Commission
7. Consider Authorization of Budget Change Request Number 15 in the Amount of \$57,711 regarding Funding for 50% of the FY2018 Salary and Benefits for the One Place Family Justice Center Director, County Commission (**Previous Funding: 2016 - \$30,000; 2017 - \$50,000**)

General Information

8. Copy of Letter from Midtown Montgomery Neighborhood Alliance Crews Reaves requesting to Meet with the Commission on March 19, 2017
9. Copy of Montgomery County Budget Worksheet Report for Nat King Cole Foundation. (**This organization was in the County Budget for \$5,000 each year for 2006 through 2009 and \$3,750 for 2010**)
10. Copy of Letter from Director Cynthia Handy with Alabama State University requesting Funding for the ASPIRE Summer Camp (**The Montgomery County Commission has not funded this program in the past**)
11. Copy of Email from Board Member Mike Ranieri with Leadership Montgomery requesting Funding in the Amount of \$14,000 for the 2018 Unity Breakfast (**On 8/3/15, the Commission appropriated \$40,000 for Program Expenses, on 12/21/15, the Commission appropriated \$15,000 for Emerge Montgomery Program and On 2/1/16, the Commission appropriated \$40,000 for Program Expenses**)
12. Copy of Moore-Zeigler Small Minority and Women Business Initiative Report and Proposed Contract
13. Copy of Montgomery County Accounts Payable Invoice Report for All Collaborating to Serve Community Development Corporation (ACTS-CDC) **Commissioner Williams appropriated \$26,000 over 7 years and on 11/6/17, Commissioner Sankey appropriated \$1,000 (see Report)**
14. Copy of Montgomery County Precinct Information from the Elections Center
15. Copy of Schedule of Upcoming Bids/Contract Renewals for March – May 2018

16. Copy of Service of Process Fee (Sheriff Process Fee) Collection Report for March 2018
17. Copies of Revenue Reports for February 2018 from Tax and Audit Department
18. Copy of Population Report for February 2018 for the Mac Sim Butler Detention Facility
19. Copy of Census and Fiscal Report for February 2018 for Community Corrections

Previous Request for Funding

20. Copies of Non-Profit Agency Funding Request, Statement of Activity YTD 2017 and 2017 Operating Budget from Heritage Training & Career Center

Previous Request for Funding (No Attachments)

<u>Organization</u>	<u>Amount of Request</u>
LEAD Foundation Board	\$ 250,000.00

If you have any questions, please contact me.

Attachments

FMC/tn

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
MARCH 19, 2018

- 4:00 p.m. Prayer and Deputy Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 4:05 p.m. Midtown Montgomery Neighborhood Alliance President Crews Reaves – Presentation regarding Moving the Comments from Citizens Portion of the Agenda to the Beginning of the Meeting (**General Information Item 8**)
- 4:10 p.m. Director of Risk Management Scott Kramer – Presentation regarding Memorandum of Understanding with The Alabama Medicaid Agency concerning Reimbursement for Inmates (**Future Agenda Item 2**)
- 4:15 p.m. Chief Information and Technology Office Lou Ialacci – Update regarding Information Systems
- 4:20 p.m. County Engineer George Speake – Presentation regarding Agreement with the Alabama Department of Transportation regarding Resurfacing Macon County Road from SR-110 (Vaughn Road) to Macon County Line and Flowers Road from Bullock County Line to SR-110 (Vaughn Road), Project# STPMN-5117(250); MCP# 51-80-17; CPMS Ref.# 100067923 and Related Resolution (**Future Agenda Item 3**) and Bid Award to Tractor and Equipment Company for Hydro Seeding System, Bid Number 53100-18B-010 (**Future Agenda Item 4**)
- 4:25 p.m. Development Director Eve Loeb and Artistic Director Rick Dildine with the Alabama Shakespeare Festival – Introduction of New Artistic Director
- 4:30 p.m. Interim Director Ed Bridges and Director of Development Emily Flowers with the Montgomery Museum of Fine Arts – Introduction of New Staff
- 4:35 p.m. Mrs. Rozelia Harris with the Nat King Cole Society, Inc. – Presentation regarding the Program (**General Information Item 9**)
- 4:40 p.m. Director Cynthia Handy and Office Manager Shelecia Robinson with Alabama State University/ASPIRE – Presentation regarding the ASPIRE Program and Request for Funding for the 2018 Summer Camp (**General Information 10**)
- 4:45 p.m. President Cheryl Lange and Board Member Mike Ranieri with Leadership Montgomery – Presentation regarding 2018 Unity Breakfast and Request for Funding in the Amount of \$14,000 (**General Information Item 11**)
- 5:30 p.m. Formal Session
- 6:00 p.m. Adjourn

Tammy Nix

Subject: Medicaid Webinar Materials
Attachments: MedicaidandCountyCommissionMOUC80629640-1-5-2017.docx

From: Scott Kramer
Sent: Friday, March 09, 2018 2:34 PM
To: Donald Mims <DonaldMims@mc-ala.org>
Cc: Tammy Nix <TammyNix@mc-ala.org>; Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>; Derrick Cunningham <DerrickCunningham@mc-ala.org>
Subject: FW: Medicaid Webinar Materials

Donnie, as we discussed this week, I am recommending that the Montgomery County Commission move forward with signing the MOU for Medicaid reimbursement for inmates. I would like the opportunity to discuss this program with the County Commission at the next meeting. With the Medicaid reimbursement rates, the Montgomery County6 Commission should see reduced hospital costs for the inmates. If at anytime, we are not pleased with this program, we have the option to terminate the agreement.

I would recommend the MOU be reviewed by the County Attorney, however this is the document that will be used by all Counties, and as such, cannot be altered.

Scott Kramer
City / County Director of Risk Management
Montgomery, Alabama
334-832-1280
www.alabamacounties.org

MEMORANDUM OF UNDERSTANDING
BETWEEN
_____ COUNTY COMMISSION
AND
THE ALABAMA MEDICAID AGENCY

THIS AGREEMENT is effective the 1st day of January, 2018, by and between the Alabama Medicaid Agency (hereinafter referred to as Medicaid) and the Montgomery County Commission (hereinafter referred to as Contractor) regarding the exchange of necessary data to coordinate reinstatement for certain services provided to Medicaid recipients who are inmates of a public institution under the administrative control or responsibility of the county sheriff and for whom the county is responsible for the provision of medical care (hereinafter referred to as Contractor's Facility); and

WHEREAS, the Alabama Legislature passed Alabama Act 2017-298 (hereinafter referred to as the Act), which requires the suspension, but not termination, of Medicaid eligibility for individuals who are eligible for Medicaid, but are Inmates of Contractor's Facility. The Act further provides for reinstatement of Medicaid benefits for inpatient services in a medical institution received by such Inmates who are otherwise eligible for Medicaid; and

WHEREAS, in order to effectuate the purposes of the Act, Medicaid and Contractor must exchange information regarding certain individuals' Medicaid eligibility and whether they are an Inmate of Contractor's Facility as defined in Sections 2 and 3 of this Agreement and must further develop such methods, systems, processes, procedures, and such other means as may be necessary to effectuate the purposes of the Act.

NOW, THEREFORE, the Medicaid and Contractor hereby agree as follows:

1. This Agreement shall be effective during a pilot period of January 1, 2018 through December 31, 2018, and except as otherwise provided, shall remain in effect for such term until terminated by agreement of both Medicaid and Contractor or upon thirty (30) days written notice to the other party. This agreement may be amended as required, provided that such is in writing and signed by both Medicaid and Contractor.
2. For the purposes of this Agreement, the term "Inmate" shall be defined as any person being held in a public institution under the administrative control and responsibility of the county sheriff and for whom the county is responsible for the provision of medical care. The term includes a person in custody while awaiting arraignment or bond, a pretrial detainee, a convicted person who is awaiting transfer to but has not otherwise become the responsibility of the Department of Corrections, or a person serving his or her sentence in the county jail.
3. For the purposes of this Agreement, the terms "public institution" and "Contractor's Facility" shall be defined as an institution under the administrative control and responsibility of the county sheriff and for whom the county is responsible for the provision of medical care.
4. Medicaid and the Association of County Commissions of Alabama (hereinafter referred to as Association) will enter into a separate Memorandum of Understanding which authorizes the Association

to communicate with Medicaid on behalf of Contractor and enables Contractor to be compliant with the identification and notification requirements found in Section 1, paragraphs (1), (2), (4) and (5) of the Act.

5. Contractor agrees to provide the Association such information as is necessary for Medicaid to determine whether Inmates of Contractor's Facility are subject to the Act. Such information shall include the name, date of birth, and social security number, as well as such other information as Medicaid may require. Medicaid will use this information solely for the purpose of determining whether such Inmates meet Medicaid eligibility requirements and are subject to the Act.
6. Medicaid and Contractor both agree to use a mutually acceptable means to securely exchange any and all data or other information required to be exchanged pursuant to this Agreement. Such means of secure exchange shall comply with all applicable requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any implementing regulations as adopted, as well as the attached Alabama Medicaid Business Associate Addendum as addressed in paragraph 12 of this Agreement.
7. Medicaid agrees to use the information exchanged pursuant to this Agreement for the sole purpose of designing methods, systems, processes, procedures, and such other means as may be necessary to effectuate the purposes of the Act, including but not limited to:
 - a. suspending or terminating Medicaid eligibility for Inmates who are not otherwise eligible for Medicaid;
 - b. for those Inmates who were eligible for Medicaid prior to becoming an Inmate and who are otherwise eligible for Medicaid:
 - i. suspending Medicaid eligibility, provided the Inmate continues to be otherwise eligible for Medicaid;
 - ii. ensuring Medicaid payment for covered inpatient services received outside of Contractor's Facility by Inmates otherwise eligible for Medicaid benefits; and
 - iii. upon an inmate's release from Contractor's Facility, promptly removing the suspension of Medicaid eligibility if the inmate is otherwise eligible for Medicaid.
8. Contractor will monthly, provide information to be submitted electronically to Medicaid through the Association. The information submitted shall include:
identifying information for each inmate in custody (name, date of birth, gender, SSN);
date of incarceration;
date of release if known; and
date of death if known.
9. Medicaid will process the file against all Medicaid recipients and send a return file back to the Association containing the following information. The return file shall include each Inmate submitted by the county displaying the following indicators:
 - a. An indicator for Inmates who were not found active on Medicaid's file;
 - b. An indicator for Inmates who were found active on Medicaid's file who have been suspended because they are no longer eligible for Medicaid services due to incarceration;

- c. An indicator for individuals who are active and remain active SSI on Medicaid file and who are eligible for inpatient services in a medical institution for the month in question; and
 - d. Any indicators for Inmates who were found active on Medicaid file who have been suspended but are only eligible for inpatient services in a medical institution for the month in question.
- 10. Contractor shall notify Medicaid of all Inmates in custody with an indicator in paragraph 9, category c. or d. above, who have received inpatient services in a medical facility outside of a Contractor's Facility. During the pilot period, Medicaid agrees to provide a monitored email address to which Contractor shall send notification of an Inmate's admission to an inpatient medical institution. Upon submission of an electronic notification, Medicaid will take all necessary steps to ensure that a claim that has been properly submitted by the provider for an Inmate who is eligible for coverage of inpatient services will be processed in accordance with the Act and federal law. Medicaid agrees to be responsible for providing inpatient medical institutions enrolled as providers under the Alabama Medicaid program all necessary information needed to submit claims for Inmates who are eligible for services in accordance with the Act and federal law.
 - 11. Separate from the identification and notification requirements, Section 1(d)(3) of the Act also requires that Contractor or other responsible governmental will be responsible for payment of the full amount of any federally required state match due for inpatient services triggered under the Act. Upon receipt from a provider of an invoice or itemized statement for inpatient medical services received by an eligible Inmate, Contractor will send the state match due (currently 28.56% but subject to change) and a copy of the invoice to Medicaid. Nothing in this agreement shall cause Contractor to be responsible for any additional costs that could arise due to Medicaid's failure to timely remit payments to the provider in accordance with the Alabama Medicaid State Plan.
 - 12. In the event that an Inmate is eligible for coverage of benefits for inpatient medical services, but Medicaid denies or rejects a properly submitted claim for an eligible Inmate, Medicaid will take all reasonable and necessary steps to ensure payment of a proper claim.
 - 13. Medicaid agrees to provide Contractor with a revised Agreement for the period beginning January 1, 2019 which contains detailed provisions of a reimbursement process that is in compliance with the Act and federal law by no later than August 1, 2018.
 - 14. Under no circumstances shall any commitments by Medicaid constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. Both Medicaid and Contractor's sole remedy for the settlement of any and all monetary 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.
 - 15. For any and all other disputes arising under the terms of this Agreement, both Medicaid and Contractor 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 private mediators.

16. Each officer or employee of any person to whom Social Security information is or may be disclosed shall be notified in writing by such person that Social Security information disclosed to such officer or employee can be only used for authorized purposes and to that extent and any other unauthorized use herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000.00 or imprisonment for as long as five years, or both, together with the cost of prosecution. Such person shall also notify each such officer or employee that any such unauthorized further disclosure of Social Security information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000.00 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n). Nothing herein shall be deemed a waiver of immunity granted to the Medicaid or Contractor under federal or state law.
17. Additionally, it is incumbent upon both Medicaid and Contractor to inform their officers and employees of penalties for improper disclosure implied by the Privacy Act of 1974, 5 U.S.C. § 552a. Specifically, 5 U.S.C. § 552a(i)(1), which is made applicable to both Medicaid and Contractor by 5 U.S.C. § 552a(m)(1), provides that any officer or employee, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses that material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00. Nothing herein shall be deemed a waiver of immunity granted to either Medicaid or Contractor under federal or state law.
18. Both Medicaid and Contractor hereby certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.
19. Both Medicaid and Contractor acknowledge and understand that this Agreement is not effective until it has received all requisite state and local government approvals and no information contemplated under this Agreement shall be exchanged until all requisite approvals have been obtained.

20. Pursuant to Ala. Code §31-13-9(k), by signing this Agreement, both Medicaid and Contractor affirm, for the duration of this 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, either Medicaid or Contractor found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

Alabama Medicaid Agency

This agreement has been reviewed
for and is approved as to content.

Montgomery County Commission

Stephanie McGee Azar
Commissioner

Elton Dean
Commission Chairman

Date Signed

Date Signed

This agreement has been reviewed for legal
form and complies with all applicable laws,
rules, and regulations of the State of Alabama
governing these matters.

Legal Counsel

Legal Counsel

**ALABAMA MEDICAID AGENCY
BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (this “Agreement”) is made effective the 1st day of January, 2018, by and between the Alabama Medicaid Agency (“Covered Entity”), an agency of the State of Alabama, and _____ County Commission (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

- 1.1. Covered Entity and Business Associate are parties to a contract entitled Contract Number: C80629640 (the “Contract”), whereby Business Associate agrees to perform the certain services for or on behalf of Covered Entity.
- 1.2. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Rules (as defined below).
- 1.3. The Parties enter into this Business Associate Addendum with the intention of complying with the HIPAA Rules allowing a covered entity to disclose protected health information to a business associate, and allowing a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

2.1 General Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2.2 Specific Definitions

2.2.1 Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103

2.2.2 Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103.

2.2.3 HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees to the following:

- 3.1 Use or disclose PHI only as permitted or required by this Agreement or as Required by Law.
- 3.2 Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Further, Business Associate will implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by Subpart C of 45 C.F.R. Part 164.
- 3.3 Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 3.4 Report to Covered Entity within five (5) business days any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- 3.5 Ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable.
- 3.6 Provide Covered Entity with access to PHI within thirty (30) business days of a written request from Covered Entity, in order to allow Covered Entity to meet its requirements under 45 C.F.R. § 164.524, access to PHI maintained by Business Associate in a Designated Record Set.
- 3.7 Make amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 C.F.R. § 164.526 at the written request of Covered Entity, within thirty (30) calendar days after receiving the request.
- 3.8 Make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, available to Covered Entity or to the Secretary within five (5) business days after receipt of written notice or as designated by the Secretary for purposes of determining compliance with the HIPAA Rules.
- 3.9 Maintain and make available the information required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.528.
- 3.10 Provide to the Covered Entity, within thirty (30) days of receipt of a written request from Covered Entity, the information required for Covered Entity to respond to a request by an Individual or an authorized representative for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 3.11 Maintain a comprehensive security program appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities as defined in the Security Rule.

3.12 Notify the Covered Entity within five (5) business days following the discovery of a breach of unsecured PHI on the part of the Contractor or any of its sub-contractors, and

3.12.1 Provide the Covered Entity the following information:

- 3.12.1(a) The number of recipient records involved in the breach.
 - 3.12.1(b) A description of what happened, including the date of the breach and the date of the discovery of the breach if known.
 - 3.12.1(c) A description of the types of unsecure protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other type information were involved).
 - 3.12.1(d) Any steps the individuals should take to protect themselves from potential harm resulting from the breach.
 - 3.12.1(e) A description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches.
 - 3.12.1(f) Contact procedures for individuals to ask questions or learn additional information, which shall include the Business Associate's toll-free number, email address, Web site, or postal address.
 - 3.12.1(g) A proposed media release developed by the Business Associate.
- 3.12.2** Work with Covered Entity to ensure the necessary notices are provided to the recipient, prominent media outlet, or to report the breach to the Secretary of Health and Human Services (HHS) as required by 45 C.F.R. Part 164, Subpart D.;
- 3.12.3** Pay the costs of the notification for breaches that occur as a result of any act or failure to act on the part of any employee, officer, or agent of the Business Associate;
- 3.12.4** Pay all fines or penalties imposed by HHS under 45 C.F.R. Part 160, "HIPAA Administrative Simplification: Enforcement Rule" for breaches that occur as a result of any act or failure to act on the part of any employee, officer, or agent of the Business Associate.
- 3.12.5** Co-ordinate with the Covered Entity in determining additional specific actions that will be required of the Business Associate for mitigation of the breach.

4. PERMITTED USES AND DISCLOSURES

Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may

- 4.1. Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Subpart E of 45 C.F.R. Part 164 if done by Covered Entity;
- 4.2. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 4.3. Disclose PHI for the proper management and administration of the Business Associate, provided that:
 - 4.3.1 Disclosures are Required By Law; or
 - 4.3.2 Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 4.4 Use PHI to provide data aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

5. REPORTING IMPROPER USE OR DISCLOSURE

The Business Associate shall report to the Covered Entity within five (5) business days from the date the Business Associate becomes aware of:

- 5.1 Any use or disclosure of PHI not provided for by this agreement
- 5.2 Any Security Incident and/or breach of unsecured PHI

6. OBLIGATIONS OF COVERED ENTITY

The Covered Entity agrees to the following:

- 6.1 Notify the Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Alabama Medicaid's use or disclosure of PHI.
- 6.2 Notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
- 6.3 Notify the Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- 6.4 Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- 6.5 Provide Business Associate with only that PHI which is minimally necessary for Business Associate to provide the services to which this agreement pertains.

7. TERM AND TERMINATION

7.1 Term. The Term of this Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

7.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

7.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

7.2.2 Immediately terminate this Agreement; or

7.2.3 If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

7.3 Effect of Termination.

7.3.1 Except as provided in paragraph (2) of this section or in the Contract, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

7.3.2 In the event that Business Associate determines that the PHI is needed for its own management and administration or to carry out legal responsibilities, and returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall:

7.3.2(a) Retain only that PHI which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;

7.3.2(b) Return to covered entity or, if agreed to by covered entity, destroy the remaining PHI that the business associate still maintains in any form;

7.3.2(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the PHI;

7.3.2(d) Not use or disclose the PHI retained by business associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 4, "Permitted Uses and Disclosures" which applied prior to termination; and

7.3.2(e) Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

7.4 Survival

The obligations of business associate under this Section shall survive the termination of this Agreement.

8. GENERAL TERMS AND CONDITIONS

- 8.1 This Agreement amends and is part of the Contract.
- 8.2 Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- 8.3 In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the HIPAA Rules shall prevail. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
- 8.4 A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.
- 8.5 The Parties agree to take such action as is necessary to amend this Agreement from time to time for Covered Entity to comply with the requirements of the HIPAA Rules.

IN WITNESS WHEREOF, Covered Entity and Business Associate have executed this Agreement effective on the date as stated above.

ALABAMA MEDICAID AGENCY

Signature: _____

Printed Name: Clay Gaddis

Title: Privacy Officer

Date: _____

BUSINESS ASSOCIATE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Signature of Contractor

Witness

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject): Contract# C80629640 and between _____ County Commission (Contractor/Grantee) and Alabama Medicaid Agency (State Agency or Department or other Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

____ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this ____ day of _____ 20 ____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on

this ____ day of _____ 20 ____.

WITNESS: _____

Print Name of Witness

ELTON N. DEAN, SR.

CHAIRMAN

RONDA M. WALKER

VICE CHAIRMAN

DANIEL HARRIS, JR.

ISAIAH SANKEY

DOUG SINGLETON



GEORGE C. SPEAKE, PE, PLS

COUNTY ENGINEER

Kevin A. Boone, PE

ASSISTANT COUNTY ENGINEER

334.832.1310

FAX: 334.832.7190

WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

March 5, 2018

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
3/5/2018

SUBJECT: Approval of Agreement for Resurfacing
Macon County Road from SR-110 (Vaughn Road) to Macon County Line and
Flowers Road from Bullock County Line to SR-110 (Vaughn Road)
Project# STPMN-5117(250), MCP 51-80-17, CPMS Ref. # 100067923

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for resurfacing Macon County Road from SR-110 (Vaughn Road) to Macon County Line and Flowers Road from Bullock County Line to SR-110 (Vaughn Road), Project# STPMN-5117(250), MCP# 51-80-17, CPMS Ref. # 100067923.

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

GCS/gcs

Attachment

cc; File

A G R E E M E N T – M P O (F A S T P F u n d s)

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

W I T N E S S E T H

WHEREAS, the STATE and COUNTY desire to cooperate in the level, resurface and traffic stripe CR-2 (Macon County Rd.) from SR-110 (Vaughn Rd.) to the Macon County Line (Site 1) and CR-37 (Flowers Rd.) from the Bullock County Line To SR-110 (Vaughn Rd.) (Site 2) -Length- 7.69 Miles. Project # STPMN-5117 (250), MCP 51-80-17, CPMS Ref. # 100067923.

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

- A. The COUNTY will furnish all Right-of-Way for project without cost to the State or this Project.
- B. The COUNTY will adjust and/or relocate all Utilities on the project without cost to the State or this Project.
- C. The COUNTY will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the STATE or this Project. The plans will be subject to the approval of the STATE and the project will be constructed in accordance with the plans approved by the STATE and the terms of this Agreement.
- D. The COUNTY will furnish all construction engineering for the project with County forces or with a consultant selected and approved by the STATE not to exceed 5% without prior approval by the State. The cost of the construction engineering shall be included as part of the construction cost for the project.
- E. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the STATE or this project. The COUNTY will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the COUNTY for the permit, and shall comply with all requirements of the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Division) a copy of the permit prior to any work being performed by the contractor.
- F. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- G. The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to 1,181,095.78 Federal funds unless the Montgomery Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Montgomery Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA STP Funds (Montgomery Area Dedicated)	\$	1,181,095.78
County Funds		<u>295,273.94</u>
TOTAL (Incl. E & I)	\$	1,476,369.72

I. The STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its prorata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened.

J. The COUNTY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

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

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

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

N. The COUNTY will be responsible at all times for all of the work performed under this agreement and, the COUNTY will protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this agreement.

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

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

Q. Exhibit M is attached hereto as a part hereof.

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

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

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

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY:
(Signature) Chairman,
Montgomery County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

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

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

Chief Engineer
Don T. Arkle, P.E.

APPROVED AS TO FORM:

Chief Counsel, William F Patty
Alabama Department of Transportation

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE _____ DAY
OF _____, 20_____.

GOVERNOR OF ALABAMA
KAY IVEY

RESOLUTION NUMBER _____

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

Level, Resurface and Traffic Stripe CR-2 (Macon County Rd) from SR-110 (Vaugh Rd.) to the Macon County Line (Site 1) and CR-37 (Flowers Rd) from the Bullock County Line to SR-110 (Vaughn Rd.) (Site 2) Length- 7.69 Miles. Project # STPMN-5117 (250), MCP 51-80-17, CPMS Ref. # 100067923;

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

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

Passed, adopted, and approved this _____ day of _____,

20_____.

ATTESTED:

County Clerk

Chairman, County Commission

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

_____ day of _____, 20 _____, and that such resolution is of record in the Minute Book of the County.

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

_____ day of _____, 20 _____.

County Clerk

SEAL

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: March 15, 2018

RE: Invitation to Bid No. 53100-18B-010
Hydro Seeding System

Request that approval of award on the above referenced Invitation to Bid to the only bid of Tractor and Equipment Company in the amount of \$13,245.00 be placed on a future agenda. (Copy of spread sheet attached.)

Coordination of award made with George Speake, County Engineer.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 53100-18B-010					Tractor and Equipment Co. 3285 Selma Highway Montgomery, AL 36108		Warrior Tractor & Equipment Co., Inc. 3540 Wetumpka Hwy Montgomery, AL 36117 NO BID							
DATE ISSUED: FEBRUARY 21, 2018														
DATE OPENED: MARCH 14, 2018														
ENGINEERING DEPARTMENT														
DELIVERY DATE:														
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	
1	Hydro Seeding System	Ea	1	\$13,245.00	\$13,245.00									
TOTAL BID AMOUNTS						\$13,245.00								

4-2

ELTON N. DEAN, SR.
CHAIRMAN

RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

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: March 14, 2018

TO: Sherrill Thomas, Finance Director

FROM: Terri Henderson, Revenue Manager *Terri Henderson*
03/14/2018 *Sherrill Thomas*
3/14/18

RE: 2018 "Back-to-School" Sales Tax Holiday, July 20-22, 2018

Please see notice attached from the State of Alabama Department of Revenue ("ADOR") dated March 5, 2018 specific to the 2018 "Back-to-School" Sales Tax Holiday authorized pursuant to Act No. 2017-120. The dates for the 2018 "Back-to-School" Sales Tax Holiday will be third full weekend of July 2018 beginning at 12:01 a.m. on Friday, July 20, 2018 and ending at twelve midnight on Sunday, July 22, 2018. If we are going to participate again this year, I would respectfully request that this topic be discussed during the next Informal Session of the Montgomery County Commission Meeting on March 19, 2018. Please note the draft resolution attached has been prepared in anticipation that this item will be included on the formal agenda for the Montgomery County Commission Meeting on April 2, 2018.

Please note that written notification of our participation and a certified copy of our resolution will be due back to the ADOR before the June 20, 2018 deadline. Thank you in advance for your assistance with this matter.

tah/attachments



State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

March 5, 2018

2018 "Back-to-School" Sales Tax Holiday July 20-22, 2018

Deadline to notify ADOR: June 20, 2018

The 2018 "Back-to-School" Sales Tax Holiday begins at 12:01 a.m. on Friday, July 20, 2018, and ends at twelve midnight on Sunday, July 22, 2018. As required by Rule 810-6-3-.65, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before June, 20, 2018. The Department will compile this information into a list of all counties and municipalities participating in the "Back-to-School" Sales Tax Holiday and issue a current publication of the list on its website at: <https://revenue.alabama.gov/sales-use/sales-tax-holidays/>. Notification of participation in the sales tax holiday may not be included in the published list if received after June, 20, 2018.

Retail businesses and the public need to know whether or not your locality will participate in the 2018 "Back-to-School" Sales Tax Holiday. Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision.

IMPORTANT

RESPONSE REQUIRED

IMPORTANT

Participating? Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.

Not Participating? Send an email, fax or letter (with signature line) stating: "The (City/Town/County) of _____ will not be participating in the 2018 Back-to-School Sales tax holiday." It is important that you inform us of that fact, otherwise, retailers and the public wonder if you are participating and forgot to notify the Department of Revenue.

Retailers and the public rely on the list provided by the Department of Revenue and the Department cannot post a locality's participation status based on assumption; notification of nonparticipation or a copy of the resolution/ordinance from the locality is required.

Notification can be faxed, mailed or emailed:

FAX: 334-353-7666

MAIL: ALABAMA DEPARTMENT OF REVENUE
ATTN: Wanda Robbins
Sales & Use Tax Division
Post Office Box 327900
Montgomery, Alabama 36132-7900

EMAIL: wanda.robbs@revenue.alabama.gov

QUESTIONS: 334-353-8044

**RESOLUTION PROVIDING FOR MONTGOMERY COUNTY'S
PARTICIPATION IN THE "SALES TAX HOLIDAY"
IN JULY 2018, AS AUTHORIZED
BY ACT NO. 2017-120**

WHEREAS, during its 2017 Regular Session, the Alabama Legislature enacted Act No. 2017-120, effective March 29, 2017, which provides an exemption of the state sales and use tax for certain non-commercial purchases related to school clothing and supplies during the third full weekend in July of each year; and

WHEREAS, Act No. 2017-120 authorizes the county commission to provide for an exemption of county sales and use taxes for purchases of items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least thirty days prior to 12:01 a.m. on the third Friday in July; and

WHEREAS, Code of Alabama 1975, § 11-51-210(e) requires that the county commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy at least 30 days prior to the effective date of the change; and

WHEREAS, the exemption of certain county sales and use taxes for the third full weekend of July 2018 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11-51-210(e);

WHEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby provide for an exemption of the 2½ percent county sales and use tax on purchases of items covered by Act No. 2017-120 beginning at 12:01 a.m. on Friday, July 20, 2018 and ending at twelve midnight on Sunday, July 22, 2018.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the April 2, 2018 meeting of the Montgomery County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 2nd day of April, 2018.

I hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 2nd day of April, 2018.

Elton N. Dean, Sr.
Chairman

Montgomery County Commission

A County Older Than The State



Established 1816
Montgomery, Alabama

Resolution

WHEREAS; George Washington Carver High School began in September of 1948; and

WHEREAS, since its inception, the boys' basketball team has won five state championship titles, with wins in 1983, 1984, 2012, 2015 and 2018; and

WHEREAS, the G.W. Carver High School Wolverines boys' basketball team, under the leadership of Coach J.J. Jackson, completed the 2018 season with an impressive 29-7 schedule; and

WHEREAS, on Saturday, March 3rd, in Birmingham, Alabama, the Wolverines defeated the defending champs, Paul W. Bryant High School, in an exciting 74-59 victory to win the Division 6A State Championship, thus securing the school's fifth state championship title, the third in seven years.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission recognizes and thanks Coach James "J.J." Jackson, his coaching staff and the G.W. Carver High School boys' basketball team for the sacrifices made on and off the court that are required to perform at the state championship level. Furthermore, the Commission congratulates the G.W. Carver Wolverines' boys' basketball team on winning the 2018 AHSAA 6A Division Title and does hereby declare Monday, April 2, 2018, as "*Carver High School Wolverines Day*" in Montgomery County, Alabama.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 2nd day of April, 2018.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN RONDA M. WALKER

COMMISSIONER DANIEL HARRIS, JR.

COMMISSIONER ISALAH SANKEY

COMMISSIONER DOUG SINGLETON

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 15

DEPARTMENT:

County Commission Appropriations

REQUESTED BY: Donald L. Mims

2/21/18

Elected Official/Dept. Head

Date

FINANCE REVIEW:

REVIEWED BY:

Sherrill Thomas

2/21/18

Finance Director

Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo



Agenda

☐

COUNTY COMMISSION APPROVAL:

Administrator

Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Family Justice Center	001-56701.450	0	57,711	57,711
Fund Balance	001.35900	0	(57,711)	(57,711)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 0	\$ 0	\$ 0

JUSTIFICATION: To budget for funding 50% of the FY 2018 salary and benefits for the Family Justice Center Director. The City of Montgomery will provide the other 50%. Previous funding 2016 \$30,000 2017 \$50,000. The State District Attorney budget funded the position prior to 2016.

Midtown Montgomery Neighborhood Alliance

P.O. Box 3815

Montgomery, Alabama 36109

Donald Mims

County Administrator

Montgomery County, Al.

Sir:

I respectfully request to be put on the County Commission meeting agenda

March 19, 2018.

I want to discuss/request a vote be taken on changing the Comments from Citizens portion of the agenda to be in the beginning of the meeting, after a quorum is established.

Respectfully,

Crews Reaves

MMNA President

(334)202-8194 cell

Budget Worksheet Report

Account	Account Description	2006 Adopted Budget	2007 Adopted Budget	2008 Adopted Budget	2009 Adopted Budget	2010 Adopted Budget	2011 Adopted Budget
Fund	001 - General Fund						
EXPENSE							
Department	57600 - Cultural & Historical Appro						
Agency							
469	Nat King Cole Foundation	5,000.00	5,000.00	5,000.00	5,000.00	3,750.00	.00
	<i>Agency Totals</i>	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,750.00	\$0.00
Department	57600 - Cultural & Historical Appro Totals	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,750.00	\$0.00
	EXPENSE TOTALS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,750.00	\$0.00
Fund	001 - General Fund Totals						
	EXPENSE TOTALS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,750.00	\$0.00
Fund	001 - General Fund Totals	(\$5,000.00)	(\$5,000.00)	(\$5,000.00)	(\$5,000.00)	(\$3,750.00)	\$0.00
	<i>Net Grand Totals</i>						
	REVENUE GRAND TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	EXPENSE GRAND TOTALS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,750.00	\$0.00
	Net Grand Totals	(\$5,000.00)	(\$5,000.00)	(\$5,000.00)	(\$5,000.00)	(\$3,750.00)	\$0.00



ASPIRE

AMAZING STUDENTS PUTTING IN RESILIENT EFFORT

February 13, 2018

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

Dear Mr. Harris:

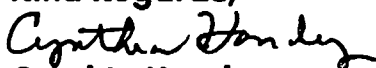
ASPIRE is a tutoring and mentoring program at Alabama State University(ASU) that partners with Montgomery Public Schools and other local schools to encourage students to stay in school. Since the summer of 2011, ASPIRE has hosted a summer camp for students who will be going to grades 6-12. During this five week camp, students receive a head start academically and receive assistance with social skills to help them better prepare for the new school year.

ASPIRE is funded through a title III grant at ASU, but the grant does not receive enough funds to cover the cost of summer camp. Many students can benefit from this camp, but cannot afford the \$200 fee to attend. Therefore, any contributions that you can make to help us help the youth in Montgomery and the surrounding areas would be greatly appreciated.

Please make checks payable to the ASU Foundation if you would like to contribute to this program. The mailing address is listed below. Brochures are enclosed with additional information about ASPIRE. If you have any questions, please feel free to contact me at the number listed below.

Thank you in advance for your support.

Kind Regards,


Cynthia Handy



Tammy Nix

From: Donald Mims
Subject: FW: Leadership Montgomery Unity Breakfast

From: Mike Ranieri [mailto:Mike.Ranieri@caddell.com]
Sent: Thursday, February 22, 2018 11:04 AM
To: rmwalkerconsulting@gmail.com
Cc: Cheryl Lange <cheryl.lange@leadershipmontgomery.org>
Subject: Leadership Montgomery Unity Breakfast

Rhonda:

Thank you for speaking with me this morning at the Unity Breakfast, and be sure to tell Jason hello from me. Hope Betty and I will see both of you at the Vintage Affair this Saturday.

As I mentioned, we met with Mayor Strange yesterday, and the City did commit to \$25k for the Unity Breakfast, and based on the 60/40 City/County split for past contributions, Mayor Strange said to get with Chairman Dean and make the ask for the County's share which would amount to \$14k (which you can certainly round up to \$15k giving a total contribution then of \$35K).

As I told the Mayor while the City and County wanted to contribute for specific events and not as a general contribution, Leadership Montgomery has many great events and Class Days such as Criminal Justice Day, Quality of Life, Economic Day, Class Projects (you have been through Leadership so I don't have to explain all of the things we do to get our students involved in the Community, to sit on Boards, and to demonstrate how the City and County depend on the Non Profits to pick up on the services the City and County cannot provide, but are much needed). The students in the Torchbearer Classes are very important to us in building the foundation for community involvement of our younger leaders.

We do not want to come to the well for every event which is why we made the ask for \$35k for the Unity Breakfast. We have a strong Fundraising commitment this year and plan to meet our budget goals.

I have copied Cheryl Lange our Executive Director on this email. Once you have confirmed the commitment, please let her know how you would like it billed.

Also please let us know how many tables the County will need for the Unity Breakfast. It will be held at the Embassy Suites on April 11th at 7:30am to 9:00 am. Martha Hawkins of Martha's Table will be the Keynote Speaker for the event, and I hear she has quite a story to tell.

We look forward to hearing from you and the continued support that the City and County has given Leadership Montgomery.

Please let me know if you have any questions, or if we need to meet to discuss this with Elton.

Best regards,

Mike Ranieri | VP Finance and Risk Management
Caddell Construction Co. (DE), LLC

February 28, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: Minority and Small Business Initiative

The Commission's contract with the Moore-Zeigler Group regarding the Minority and Women-Owned Business Initiative expired February 28, 2018. Ms. Moore-Zeigler submitted the attached summary report of activities over the past year and a proposed twelve month contract, effective March 1, 2018.



Small Minority and Women Business Initiative Report

Moore Zeigler Group (MZG) initiated its first phase of work with the Small Minority Business Initiative on March 15, 2017; a project fully supported by Montgomery County Commissioners. The initiative was initially implemented as a one-year pilot program designed to assist under-utilized small and minority businesses (S&MBs) and skilled individual workers located in Montgomery and surrounding areas. Montgomery County's goal was to create thirty-percent in their bidding process. MZG's goal was to establish business relationships between S&MBs, sub-contractors, and large non-minority sub-contractors, etc. MZG's first phase was to create working partnerships with the county's department heads and S&MBs.

Once we completed the first phase we had a concept of what resources and assistance was needed by the S&MB. MZG immediately engaged S&MBs by listening intently to their concerns, providing guidance and connecting them with resources to enable them to find resolutions to address their business practices. During this process we realized that a majority of SMB owners felt that Montgomery County had a select group of companies that constantly won bids. Their perception was why waste their time bidding when they had no chance to win. The MZG created an event for the SMB owners to come and learn about the Montgomery County bidding process and to help them understand that Montgomery County doors are open to all small business for work.

We worked with Myrtle Singleton and Florence Cauthen on the bidding process. We received a total of eighteen bids to review during our contract period. We made recommendation if necessary for those bids. We received a total of ten bids that were released for work. We email all the bid information that we receive, and encourage each SMB owner that met the qualifications of the bid to bid. We

supplied information on SMB owners and service professionals to Montgomery County department leaders who requested information.

Our goal was to change the perception of the program and continue to encourage participation. While vetting some of the S&MB, we noticed a common factor, which included the lack of financial resources and marketing skills to be successful in business. Furthermore, we (MZG) were aware of the fact that a majority of the businesses were unaware of the importance of establishing relationships with banks, nor have the financial education on how to build a credit score which is a crucial factor for banks when determining the lending of money. Thus, the Moore-Zeigler Group sees as an important step is to focus on providing the necessary tools to assist S&MB owners with building relationships with the banking industry while continuing to introduce them to major stakeholders in the River Region area. We held financial meeting with the SMB Owners and various banks in Montgomery. We held numerous radio events to help the SMB Owners market their business. We also focused on hosting networking event for the SMB Owner to introduce themselves to other SMB Owners. These events were successful and created working partnerships between some of the SMB Owners.

The Moore-Zeigler Group will continue to focus on providing the necessary tools to assist SMB owners with building relationships with the banking industry while continuing to try to increase the number of bids that are award to the SMB Owner by Montgomery County.

We, the Moore-Zeigler Group fully understand that one thing is clear, and that is that minority owned businesses are integral to the success of this country's landscape by turning the wheels of commerce and creating jobs.

Montgomery County cannot afford stagnation or failure of the small minority business. It is important to insure that minority firms, regardless of size, scope and capacity have access to sufficient financial capital to sustain business and generate new jobs. The MZG seeks to focus on building lasting working relationships between the prime and small minority business owner. It is understood that in the final analysis, primes, more often than not, select trusted sub-contractors; subsequently, trust is built on long standing relationships that are developed over a period of time. As a result of creating this partnership, the MZG has established itself as a facilitator to create trust and opportunities for

small minority business owners. By increasing contracts, this will afford minorities the opportunity to hire members of their respective communities, thereby, increasing more skilled and trained minorities in the workforce.

When Small Businesses work, ALABAMA WINS!!!

The County of Montgomery, Alabama

THE SMALL AND MINORITY BUSINESS SUPPORT INITIATIVE PROGRAM

**MEMORANDUM OF AGREEMENT
TO
PROVIDE CONTRACT SERVICES**

This Memorandum of Agreement between The Montgomery County Commission and the Moore-Zeigler Group, LLC, a contract services provider has an effective start date of March 1, 2018 and an ending date of February 28, 2019. During the period of the agreement Moore-Zeigler Group, LLC agrees to provide, at a rate of \$3,000.00 per month, not to exceed a total cost of \$36,000.00 per year, the following services to the Montgomery County Commission

- **To serve as Program Manager** to implement the Small and Minority Business Support Initiative Program.
- **Develop Activities for Capacity Building** to assist the small minority business owners in developing additional job scopes and capabilities.
- **Coordinate Montgomery County Purchasing Department** to understand county procedures and to participate in distribution of bids.
- **Provide access to an updated database (DBENetworks)** of small minority businesses selected to participate in the program.
- **Ensure that accurate and current files and records of participants are created and oversee the preparation and submission of appropriate reports of the progress and status of the program.**

Performance Goals

The specific goals of the program are:

1. **Increase the number of county contracts awarded to small and minority business firms by providing them with the tools and resources they need to enhance their favorability with prime contractors.**
2. **Utilizing these tools and resources to provide assistance to small and minority-owned firms in gaining access to capital through community and regional banks and financial institutions and acquiring bonding and insurance.**
3. **Provide job opportunities by matching the need for workers with prime contractors and large non-minority sub-contractors who have a past history of utilizing small minority-owned businesses as sub-contractors.**
4. **Implement a business development component to assist individual small minority-owned businesses to become more versatile by increasing their capabilities into areas related to, or that will enhance their main specialty allowing them to be more attractive to the prime contractors when selecting a sub-contractor.**

Monitoring and Evaluation:

MZG will provide to the County a Quarterly written report detailing all activities performed on the County's behalf MZG, will solicit feedback from the County as to any specific area or direction the County wishes to have addressed, and request an evaluation of those activities from the County relative to the effectiveness all MZG activities.

Final Report:

Moore-Zeigler Group will provide to the County, a final detailed report at the completion of the 12-month period. The report will be submitted to the County 60 days after contract after the period is completed.

The **Moore-Zeigler Group, LLC**, fully understands that the \$3,000.00 per month fee covers all consultant costs to include, but are not limited to, food, lodging, travel, parking or the purchase of administrative supplies

Both, The Montgomery County Commission and The **Moore-Zeigler Group, LLC** concur that his agreement in no way represents full-time or permanent employment, nor does the contract services provider have a claim or right to any benefits paid to any employee of the Montgomery County Commission. The consultant is engaged as an Independent contractor and is not eligible for fringe benefits including retirement, medical insurance, FICA matching contributions, etc. with the County of Montgomery. Both parties understand that this agreement represents a contract relationship and that the contract service provider is fully responsible for paying their own taxes.

Carmen Moore Zeigler
The Moore-Zeigler Group, LLC

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

Date

Date



Accounts Payable Invoice Report

G/L Date Range 10/01/10 - 02/28/18

Report By Vendor - Invoice

Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Sub-Department CC FIN County Commission,Finance									
Vendor 4659 - Corp.(ACTS CDC) All Collaborating to Serve Community Development									
2013-00000618	MISC APPROPRIATION C2013-36 WILLIAMS	Paid by Check #230422		11/05/2012	11/05/2012	11/05/2012		11/09/2012	5,000.00
2014-00000200	MISC APPROPRIATION C2014-13 WILLIAMS	Paid by Check #238805		10/07/2013	10/07/2013	10/07/2013		10/11/2013	5,000.00
2015-00000572	MISC APPROPRIATION C2015-24 WILLIAMS	Paid by Check #248445		11/03/2014	11/03/2014	11/03/2014		11/07/2014	5,000.00
2015-00000851	MISC APPROPRIATION C2015-34 HARRIS	Paid by Check #249673		12/01/2014	12/01/2014	12/01/2014		12/05/2014	1,000.00
2016-00000137	MISC APPROPRIATION C2016-4 WILLIAMS	Paid by Check #256071		10/05/2015	10/05/2015	10/05/2015		10/09/2015	5,000.00
2017-00000462	MISC APPROPRIATIONS C2017-11 WILLIAMS	Paid by Check #264675		11/04/2016	11/04/2016	11/04/2016		11/10/2016	5,000.00
2018-00000464	MISC APPROPRIATION C2018-13 SANKEY	Paid by Check #273325		11/09/2017	11/09/2017	11/10/2017		11/09/2017	1,000.00
Vendor 4659 - Corp.(ACTS CDC) All Collaborating to Serve Community Development Totals						Invoices	7		\$27,000.00
Sub-Department CC FIN County Commission,Finance Totals						Invoices	7		\$27,000.00
Grand Totals						Invoices	7		\$27,000.00

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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

March 9, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery County Precinct Information

During the March 5, 2018 meeting, the Commission requested information regarding schools that are being used as polling places and the precinct in which they are located.

Attached is a document regarding Montgomery County Precinct Information, which shows the location of schools as follows:

District 1, Precinct 106, Peter Crump Elementary School
District 2, Precinct 205, Southlawn Elementary School
District 2, Precinct 208, Catoma Elementary School
District 3, Precinct 302, Flowers Elementary School
District 4, Precinct 413, Wares Ferry Road Elementary School
District 5, Precinct 505, Fitzpatrick Elementary School
District 5, Precinct 510, Georgia Washington Middle School

DLM/tn

Attachment

Montgomery County, Alabama - Precinct Information

Precinct and Polling Location		County Commissioner	Concerns	Recommend Change?	Votes Cast for U.S. Senate General Election	General Election Turn-out %
101	Drum Theater / Huntingdon College	Daniel Harris, Jr. danharris@mc-ala.org 334-239-7351			2,632	50%
102	Vaughn Park Church of Christ				3,130	52%
103	Montgomery Museum of Fine Arts				1,976	45%
104	Whitfield United Methodist Church				1,328	44%
105	Aldersgate United Methodist Church				2,214	40%
106	Peter Crump Elementary School		Location issues	YES	1,966	49%
107	Trenholm State (Patterson Campus, Bldg. D)				863	35%
201	St. Paul AME Church	Elton N. Dean, Sr. eltondean@mc-ala.org 334-683-8111			1,996	45%
202	Beulah Baptist Church		Location doesn't work - must deal with space; more tables and space are needed within the room used for voting	POSSIBLE	2,021	41%
203	Hayneville Road Community Center				830	35%
204	Fresh Anointing House of Worship				2,760	41%
205	Southlawn Elementary School				1,368	42%
206	Fire Station # 14		Location doesn't work because of traffic and parking - must look at changing immediately	YES	1,074	47%
207	Hunter Station Community Center				262	44%
208	Catoma Elementary School				567	45%
209	First Southern Baptist Church				183	41%
210	Pintlala Fire Department				778	49%
211	Rufus Lewis Library				635	44%

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Montgomery County, Alabama - Precinct Information

Precinct and Polling Location		County Commissioner	Concerns	Recommend Change?	Votes Cast for U.S. Senate General Election	General Election Turn-out %
301	Dalraida Church of Christ	Ronda M. Walker rondawalker@mc-ala.org 334-546-4060			2,130	40%
302	Flowers Elementary School				1,370	39%
303	Eastmont Baptist Church				2,329	46%
304	Lagoon Park Fire Station				1,817	45%
305	Frazer United Methodist Church				3,871	42%
306	Eastdale Baptist Church				959	41%
401	St. James Baptist Church # 2	Isaiah Sankey isaiahsankey@mc-ala.org 334-207-5529			690	45%
402	McIntyre Community Center				1,218	33%
403	Cleveland Ave. YMCA				1,079	39%
404	Alabama State University / Acadome				766	16%
405	Houston Hills Community Center				640	34%
406	Newtown Community Center				295	31%
407	King Hill Community Center				686	36%
408	Highland Gardens Community Center				466	29%
409	Chisholm Community Center				554	35%
410	Sheridan Heights Community Center				1,470	43%
411	Union Academy Baptist Church				89	42%
412	Union Chapel AME Church				476	47%
413	Wares Ferry Road Elementary School				1,667	48%

Montgomery County, Alabama - Precinct Information

Precinct and Polling Location		County Commissioner	Concerns	Recommend Change?	Votes Cast for U.S. Senate General Election	General Election Turn-out %	
501	Landmark Church of Christ	Doug Singleton dougsingleton@mc-ala.org 334-201-0199	Location is no longer available to use after May 2018 Special General Election	YES	3,097	50%	
502	Snowdown Women's Club				294	54%	
503	Lapine Baptist Church				141	46%	
504	Ramer Library				262	46%	
505	Fitzpatrick Elementary School				2,175	43%	
506	Davis Crossroads Fire Station				176	54%	
507	Dublin Fire Station				256	50%	
508	Pine Level Fire Station				255	43%	
509	Woodland United Methodist Church				1,923	49%	
510	Georgia Washington Middle School			Move the polling location to the gym from the cafeteria	NO	2,428	48%
511	Arrowhead Country Club					1,050	58%
512	St. James United Methodist Church					3,981	49%
TOTALS:					65,193	43%	

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UPCOMING BIDS/CONTRACT RENEWALS

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Rebid Date</u>
<u>MARCH</u>						
	53100-14B-030	Landscape -Industrial Park	Engineering	Sharp Cut		March 18, 2018
	52110-14B-026	Leather & Accessories	Sheriff's Office	Gulf States Distributors		March 8, 2018
<u>APRIL</u>						
	52110-16B-007	Polo Shirts MCSO	Sheriff's Office	Ad-Wear Specialty of Texas, Inc.	April 3, 2018	April 3, 2019
	51965-16B-011	Computer Hardware	Information Systems	KCI, Inc.	April 30, 2018	April 30, 2019
	52200-14B-024	Commissary & Trust	Detention Facility	Keefe Commissary		April 2, 2018
<u>MAY</u>						
	51965-16B-019	Security Cameras	Information Systems	Graybar	May 8, 2018	May 8, 2019
	52210-15B-009	Emergency Medical Treatment Transport	Sherriff's Office	Haynes Ambulance		May 30, 2018

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

Month Deposited	FY 2017 Collections	FY 2018 Collections	Increase (Decrease)	
			Amount	%
OCTOBER	43,772	39,141	(4,631)	-10.58%
NOVEMBER	40,230	36,171	(4,059)	-10.09%
DECEMBER	38,862	36,427	(2,435)	-6.27%
JANUARY	37,116	31,941	(5,175)	-13.94%
FEBRUARY	42,597	44,550	1,953	4.58%
MARCH	40,887	39,285	(1,602)	-3.92%
APRIL	43,801			0.00%
MAY	36,639			0.00%
JUNE	38,156			0.00%
JULY	41,913			0.00%
AUGUST	39,546			0.00%
SEPTEMBER	40,122			0.00%
TOTAL	243,464	227,515	(15,949)	-6.55%

YTD Totals 2017

\$483,641

\$227,515

YTD Totals 2016

\$439,869

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - NO AUDITS OR REFUNDS INCLUDED
OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

FY 2017		FY 2018			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax	Total Collections	Amount	%
OCTOBER	3,556,400	3,548,435	68,643	3,617,078	60,678	1.71%
NOVEMBER	3,442,102	3,451,743	62,738	3,514,481	72,379	2.10%
DECEMBER	3,594,253	3,549,387	65,510	3,614,897	20,644	0.57%
JANUARY	4,357,256	4,260,302	92,444	4,352,746	(4,509)	-0.10%
FEBRUARY	3,226,845	3,258,497	109,871	3,368,368	141,523	4.39%
MARCH	3,304,970					
APRIL	4,135,519					
MAY	3,604,052					
JUNE	3,593,426					
JULY	3,756,734					
AUGUST	3,435,784					
SEPTEMBER	3,665,491					
Year to Date	\$18,176,856	\$18,068,365	\$399,205	\$18,467,570	\$290,714	1.60%

Total YTD 2017	\$43,672,831	\$18,176,856
Total YTD 2016	\$42,941,719	\$17,779,413
Total YTD 2015	\$42,229,243	\$17,569,512

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - ACTUAL COLLECTIONS
OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

FY 2017		FY 2018			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax SSUT	Total Collections	Amount	%
OCTOBER	3,576,342	3,568,912	68,643	3,637,555	61,213	1.71%
NOVEMBER	3,488,406	3,527,221	62,738	3,589,959	101,553	2.91%
DECEMBER	3,656,532	3,614,366	65,510	3,679,876	23,343	0.64%
JANUARY	4,378,384	4,288,900	92,444	4,381,344	2,960	0.07%
FEBRUARY	3,236,476	3,280,352	109,871	3,390,222	153,746	4.75%
MARCH	3,417,574					
APRIL	4,318,898					
MAY	3,680,847					
JUNE	3,659,662					
JULY	3,801,223					
AUGUST	3,478,806					
SEPTEMBER	3,627,493					
Year to Date	\$18,336,140	\$18,279,751	\$399,205	\$18,678,956	\$342,816	1.87%

Total YTD 2017	\$44,320,643	\$18,336,140
Total YTD 2016	\$43,552,955	\$17,941,101
Total YTD 2015	\$43,026,884	\$17,828,315

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**MONTGOMERY COUNTY COMMISSION EDUCATION TAX COMPARISON
OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018**

EDUCATION SALES TAX

Month Deposited	FY 2017	FY 2018	Increase (Decrease)	
	1.0% Collections	1.0% Collections	Amount	%
OCTOBER	2,334,564	2,384,646	50,082	2.15%
NOVEMBER	2,290,263	2,306,695	16,432	0.72%
DECEMBER	2,420,203	2,400,495	(19,708)	-0.81%
JANUARY	2,841,070	2,838,370	(2,700)	-0.10%
FEBRUARY	2,139,457	2,158,600	19,143	0.89%
MARCH	2,248,749			
APRIL	2,723,361			
MAY	2,427,158			
JUNE	2,420,872			
JULY	2,402,677			
AUGUST	2,248,592			
SEPTEMBER	2,335,523			
Year to Date	\$12,025,556	\$12,088,805	\$63,249	0.53%

GASOLINE TAX

Collections	FY 2017	FY 2018	Increase (Decrease)	
	Collections	Collections	Amount	%
137,536		139,037	1,501	1.09%
137,661		142,218	4,557	3.31%
132,410		139,435	7,025	5.31%
129,222		121,148	(8,074)	-6.25%
121,033		123,734	2,701	2.23%
116,222				
139,250				
131,771				
128,386				
152,388				
138,355				
166,378				
\$657,863		\$665,572	\$7,710	1.17%

Total YTD 2017	\$28,832,488	\$12,025,556
Total YTD 2016	\$28,751,678	\$11,882,582
Total YTD 2015	\$28,371,485	\$11,766,094

\$1,630,613	\$657,863
\$1,622,822	\$649,110
\$1,613,839	\$650,747

MONTGOMERY COUNTY COMMISSION LODGING TAX COMPARISON

OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

FY 2017		FY 2018		Increase (Decrease)	
MONTH DEPOSITED	Collections	Collections	Amount	%	
OCTOBER	213,184	231,009	17,824	8.36%	
NOVEMBER	231,791	217,201	(14,590)	-6.29%	
DECEMBER	211,662	206,461	(5,201)	-2.46%	
JANUARY	188,631	187,943	(688)	-0.36%	
FEBRUARY	185,122	194,862	9,740	5.26%	
MARCH	202,694				
APRIL	252,511				
MAY	219,103				
JUNE	240,823				
JULY	228,679				
AUGUST	229,423				
SEPTEMBER	230,915				
Year to Date	\$1,030,390	\$1,037,476	\$7,085	0.69%	

Total YTD 2017 \$2,634,537 \$1,030,390
 Total YTD 2016 \$2,710,090 \$1,034,638
 Total YTD 2015 \$2,577,637 \$980,077

Lodging Tax

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

Statistical Report for February 2018

US Marshal Inmates Received	34
FBOP Inmates Received	97
US Marshal Inmate Carryovers from Previous Month	96
FBOP Inmate Carryovers from Previous Month	22
Total US Marshal Inmate Days	2364
Total FBOP Inmate Days	535
Total Federal Inmate Days	2899

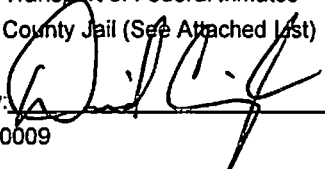
State Inmates Received	297
State Inmate Carryovers from Previous Month	540
Total State Inmates in Facility this Month	837
Total State Carryovers to Next Month	518
Total State Inmate Days	14,870

Total Inmates (State and Federal Combined)	1086
Total Inmate Days (State and Federal Combined)	17,769

* Average Daily Population	<u>592</u>
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Total Days Billed to the State	14,870
Amount Charged to the State	\$ 26,022.50
Sheriff's Allowance	\$ 315.00
Total Charged to the State	\$ 26,337.50

Total Spent for Food this Month	\$62,564.94
Amount Over Allowance	\$62,249.94
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$4.21

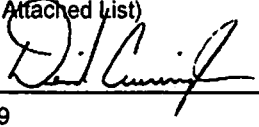
Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice #02-2018		
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101				DATE VOUCHER PREPARED 02/01/2018		SCHEDULE NO.	
				CONTRACT NUMBER AND DATE		PAID BY USMS M/AL Montgomery	
				REQUISITION NUMBER AND DATE			
PAYEE'S NAME AND ADDRESS [Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org] TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009				DATE INVOICE RECEIVED			
				DISCOUNT TERMS			
				PAYEE'S ACCOUNT NUMBER			
				SHIPPED FROM			
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE		AMOUNT (1)	
				COST	PER		
Feb Jail Bill 02/01/2018 to 02/28/2018	02/28/2018	Non-Medical Transport of Federal Inmates Montgomery County Jail (See Attached List) Submitted by:  IGA # 02-11-0009 COR: _____ PT-4AP-D02- -TRP-	1994 0	0.545	Mile	1,086.73	
				0.545		0.13	
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL	1,086.86
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR BY 2 TITLE	EXCHANGE RATE = \$1.00	DIFFERENCES Amount verified, correct for payment (Signature or initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
(Date)		(Authorized Certifying Officer) 2			(Title)		
ACCOUNTING CLASSIFICATION							
SOC:25302/2292 1561020XD H52 D02 HDT5001D							
PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)		
	CASH \$	DATE		PAYEE 3			
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						PER TITLE	

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

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

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO. Invoice #02-2018	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101				DATE VOUCHER PREPARED 03/01/2018		SCHEDULE NO.	
PAYEE'S NAME AND ADDRESS [Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org]				CONTRACT NUMBER AND DATE		PAID BY USMS M/AL Montgomery	
				REQUISITION NUMBER AND DATE			
				DATE INVOICE RECEIVED			
				DISCOUNT TERMS			
SHIPPED FROM		TO		WEIGHT		GOVERNMENT BAL NUMBER	
NUMBER AND DATE OF ORDER		DATE OF DELIVERY OR SERVICE		ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)		QUAN-TITY	
						UNIT PRICE COST PER	
						AMOUNT (1)	
Feb Jail Bill 02/01/2018 to 02/28/2018		02/28/2018		Housing of Federal Inmates Montgomery County Jail (See Attached List) Submitted by:  IGA # 02-11-0009 COR: _____ PH-4AP-D02- -HSG-		2364 48 Day 113,472.00	
(Use continuation sheet(s) if necessary)				(Payee must NOT use the space below)		TOTAL 113,472.00	
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR = \$		EXCHANGE RATE = \$1.00		DIFFERENCES	
		BY 2					
		TITLE				Amount verified; correct for payment	
						(Signature or initials)	
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
(Date)		(Authorized Certifying Officer) ²				(Title)	
ACCOUNTING CLASSIFICATION							
SOC:25801 1561020XD H52 D02 HDH5000D							
PAID BY	CHECK NUMBER ON ACCOUNT OF U.S. TREASURY			CHECK NUMBER ON (Name of bank)			
	CASH DATE			PAYEE ³			
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						PER TITLE	

Previous edition usable

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Standard Form 1034 Revised October 1997 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO. Invoice #02-2018		
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION Federal Bureau of Prisons-Community Corrections Maxwell AFB-Building 1209 820 Willow Street Montgomery, AL 36112				DATE VOUCHER PREPARED 03/01/2018		SCHEDULE NO.		
PAYEE'S NAME AND ADDRESS Montgomery County Jail 225 South McDonough Street Montgomery, AL 36104 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org TAX ID# 63-6001653 H02 DUNS # 099839086				CONTRACT NUMBER AND DATE		PAID BY FBOP Montgomery		
				REQUISITION NUMBER AND DATE		DATE INVOICE RECEIVED		
				DISCOUNT TERMS		PAYEE'S ACCOUNT NUMBER		
				SHIPPED FROM		TO		WEIGHT
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUANTITY	UNIT PRICE COST PER		AMOUNT (1)		
Feb Jail Bill 02/01/2018 to 02/28/2018	02/28/2018	Housing of Federal BOP Inmates Montgomery County Jail (See Attached List) Submitted by: COR: _____	535	48 Day		25,680.00		
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)							TOTAL	25,680.00
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR = \$ BY 2		EXCHANGE RATE = \$1.00		DIFFERENCES		
		TITLE		Amount verified, correct for payment		(Signature or initials)		
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.								
_____ (Date) _____ (Authorized Certifying Officer) ² _____ (Title)								
ACCOUNTING CLASSIFICATION								
PAID BY	CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER		ON (Name of bank)	
	CASH		DATE		PAYEE ³			
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary, otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.							PER TITLE	

Previous edition usable

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PRIVACY ACT STATEMENT

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18-4

THE STATE OF ALABAMA,

Vendor Number

63600165305

Payable to

MCC & Derrick Cunningham

Sheriff of

Montgomery

County.

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

February , 2018

Date	Total # In Jail	Insane	Juvenile	Federal	Other	Month		Year	
						# In Jail State	Per Capita	Sheriff's Allowance	
1	545					545	\$ 953.75	\$	11.25
2	534					534	\$ 934.50	\$	11.25
3	531					531	\$ 929.25	\$	11.25
4	541					541	\$ 946.75	\$	11.25
5	541					541	\$ 946.75	\$	11.25
6	538					538	\$ 941.50	\$	11.25
7	535					535	\$ 936.25	\$	11.25
8	535					535	\$ 936.25	\$	11.25
9	539					539	\$ 943.25	\$	11.25
10	535					535	\$ 936.25	\$	11.25
11	532					532	\$ 931.00	\$	11.25
12	538					538	\$ 941.50	\$	11.25
13	537					537	\$ 939.75	\$	11.25
14	539					539	\$ 943.25	\$	11.25
15	537					537	\$ 939.75	\$	11.25
16	529					529	\$ 925.75	\$	11.25
17	524					524	\$ 917.00	\$	11.25
18	524					524	\$ 917.00	\$	11.25
19	525					525	\$ 918.75	\$	11.25
20	528					528	\$ 924.00	\$	11.25
21	535					535	\$ 936.25	\$	11.25
22	530					530	\$ 927.50	\$	11.25
23	523					523	\$ 915.25	\$	11.25
24	514					514	\$ 899.50	\$	11.25
25	515					515	\$ 901.25	\$	11.25
26	519					519	\$ 908.25	\$	11.25
27	525					525	\$ 918.75	\$	11.25
28	522					522	\$ 913.50	\$	11.25
29	0					0	\$ -	\$	-
30	0					0	\$ -	\$	-
31	0					0	\$ -	\$	-
Total	14870	0	0	0	0	14870	\$ 26,022.50	\$	315.00

Amount Chargeable to the State (0900-14) \$ 26,022.50

SSN: _____ Sheriff's Allowance (0900-31) \$ 315.00

Total Amount \$ 26,337.50

Affadavit of the Sheriff before Notary Public

The State of Alabama

Montgomery

County

Before me

Crysta R. Vaizquez

Notary Public, personally appeared

MCC & Derrick Cunningham

Sheriff of said County, who being by me sworn,

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

26337.50

Dollars is correct and

Sworn to and subscribe before me this

6th

day of

March, 2018

Sheriff Signature

Notary Public Signature

18-5

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

February 2018 Monthly Jail Report -- State Inmates

Number of Inmates Brought Over from Previous Month:

O/M	8	1.02%
W/M	78	16.33%
B/M	395	68.37%
W/F	27	6.12%
B/F	32	8.16%
O/F	0	0.00%
Total	540	100.00%

Number of Inmates Received During the Month:

O/M	4	1.35%
W/M	55	18.52%
B/M	180	60.61%
W/F	27	9.09%
B/F	31	10.44%
O/F	0	0.00%
Total	297	100.00%

Total Number of Inmates in Jail During the Month:

O/M	12	1.43%
W/M	133	15.89%
B/M	575	68.70%
W/F	54	6.45%
B/F	63	7.53%
O/F	0	0.00%
Total	837	100.00%

Number of Inmates Released or Removed During the Month:

O/M	4	1.25%
W/M	58	18.18%
B/M	195	61.13%
W/F	28	8.78%
B/F	34	10.66%
O/F	0	0.00%
Total	319	100.00%

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

O/M	8	1.54%
W/M	75	14.48%
B/M	380	73.36%
W/F	26	5.02%
B/F	29	5.60%
O/F	0	0.00%
Total	518	100.00%

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

February 2018 Monthly Jail Report -- Federal Bureau of Prison Inmates

Number of Inmates Brought Over from Previous Month:

O/M	3
W/M	6
B/M	13
W/F	0
B/F	0
O/F	0
Total	<u>22</u>

Number of Inmates Received During the Month:

O/M	1
W/M	4
B/M	8
W/F	0
B/F	0
O/F	0
Total	<u>13</u>

Number of Inmates in Jail During the Month:

O/M	4
W/M	10
B/M	21
W/F	0
B/F	0
O/F	0
Total	<u>35</u>

Number of Inmates Released or Removed During the Month:

O/M	0
W/M	5
B/M	10
W/F	0
B/F	0
O/F	0
Total	<u>15</u>

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

O/M	4
W/M	5
B/M	11
W/F	0
B/F	0
O/F	0
Total	<u>20</u>

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

February 2018 Monthly Jail Report -- U.S. Marshal Inmates

Number of Inmates Brought Over from Previous Month:

O/M	8
W/M	21
B/M	52
W/F	10
B/F	4
O/F	1
Total	<u>96</u>

Number of Inmates Received During the Month:

O/M	1
W/M	9
B/M	23
W/F	1
B/F	5
O/F	0
Total	<u>39</u>

Number of Inmates in Jail During the Month:

O/M	9
W/M	30
B/M	75
W/F	11
B/F	9
O/F	1
Total	<u>135</u>

Number of Inmates Released or Removed During the Month:

O/M	0
W/M	10
B/M	27
W/F	0
B/F	4
O/F	1
Total	<u>42</u>

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

O/M	9
W/M	20
B/M	48
W/F	11
B/F	5
O/F	0
Total	<u>93</u>

Community Corrections Census & Fiscal Report

	Oct, 17	Nov, 17	Dec, 17	Jan, 18	Feb, 18	Mar, 18	Apr, 18	May, 18	June, 18	July, 18	Aug, 18	Sept, 18	TOTAL:
PROGRAM TYPE:													
-County Probation Offenders	190	199	204	184	184	0	0	0	0	0	0	0	
Fees Collected	195.00	305.50	550.00	200.00	415.00	-	-	-	-	-	-	-	\$1,665.50
-Pre-Trial Release Participants	37	40	36	36	37	0	0	0	0	0	0	0	
(Jail Bed- Days Saved)	1157	1140	1178	1111	1022	0	0	0	0	0	0	0	
Fees Collected	654.00	250.00	160.00	665.00	220.00	-	-	-	-	-	-	-	\$1,949.00
-Drug Court Offenders	17	16	19	21	19	0	0	0	0	0	0	0	
Fees Collected	1,837.00	1,820.00	2,305.00	2,170.00	2,380.00	-	-	-	-	-	-	-	\$10,512.00
-Jail/Prison Diversion Offenders	159	151	156	157	159	0	0	0	0	0	0	0	
Fees Collected	2,168.50	1,890.00	2,180.00	2,209.00	2,675.00	-	-	-	-	-	-	-	\$11,122.50
Amt. Billed to AL Dept. of Corrections	29,400.00	25,390.00	31,600.00	33,975.00	30,200.00	-	-	-	-	-	-	-	\$150,565.00
-Electronic Monitoring Offenders	0	0	0	0	0	0	0	0	0	0	0	0	
Fees Collected	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
-Drug Screenings	229	186	124	239	217	0	0	0	0	0	0	0	
Fees Collected	1,340.00	1,370.00	1,140.00	1,440.00	1,635.00	-	-	-	-	-	-	-	\$6,925.00
-E.V.E.N. DV Program Enrolled	91	94	92	98	91	0	0	0	0	0	0	0	
Fees Collected	1,095.00	1,060.00	\$865.00	1,100.00	1,070.00	-	-	-	-	-	-	-	\$5,190.00
-Other Fees Collected	215.00	80.00	140.00	260.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$895.00
TOTAL FEES: (15-16 FY)	\$ 36,904.50	\$ 32,165.50	\$ 38,940.00	\$ 42,019.00	\$ 38,795.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 188,824.00
Prior Year Fees (Comparison):	\$42,667.00	\$39,865.00	\$44,362.00	\$42,946.00	\$38,930.00	\$38,359.00	\$34,919.50	\$36,340.95	\$40,145.00	\$39,932.50	\$41,277.00	\$38,209.00	
TOTAL POPULATION SERVED:	494	500	507	496	490	0	0	0	0	0	0	0	
(Population at end of Reporting Month)													
Comparison Population Previous Year	467	464	451	445	462	448	437	443	463	483	526	517	
-Community Service Participants	20	25	25	26	26	0	0	0	0	0	0	0	
(Community Service Hours)	179	181	139	142	116	0	0	0	0	0	0	0	
Value of Labor at \$7.25 per Hr.	\$ 1,297.75	\$ 1,312.25	\$ 1,004.13	\$ 1,029.50	\$ 843.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$5,487.38
(Minimum Wage)													

Montgomery County Commission Non-Profit Agency Funding Request



Name of Agency	Heritage Training and Career Center (HTCC)
Website	www.heritagetcc.com
Primary Physical Address with Zip Code	2249 Cong. W. L. Dickinson Drive
Executive Director's Name	Cynthia Brown
Executive Director's Phone	Business: (334) 260-6161 Cell: (334) 202-2469
Year Organization Founded	March 2007
Agency Mission/Function	To provide manpower training and access to opportunities for the remediation of education and limited job skills for low income and displaced individuals to enhance the quality of life for their children and children and families in the community.
Event/Activity to be Funded	HTCC Training Program
How will the funds be used?	General Support and to Purchase a computer and a copy machine
Amount Requested	\$20,000
Other Source(s) contacted for Funding and Amounts Requested and Received	
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:	
501(c)(3) Tax Exempt Status Letter	Attached: X
Articles of Incorporation & Any Amendments	X
Signed Bylaws	X
W-9 Form	X
Board of Directors	X
Most Recent Financial Statement	X
Most Recent Audit, if available	X
Current Budget	X
Most Recent IRS Form 990	X
Person Completing Form	Cynthia Brown
Email address	Cynthiabrown350@gmail.com
Title	Executive Director
Date	August 3, 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.

Heritage Training and Career Center

STATEMENT OF ACTIVITY YTD 2017

January - July, 2017

	TOTAL
REVENUE	
4000 Grant support and revenue	149,205.21
4010 Other income	6,161.16
Total Revenue	\$155,366.37
GROSS PROFIT	\$155,366.37
EXPENDITURES	
5000 Salaries and wages	39,767.73
5010 Payroll taxes	12,950.51
5015 Office Supplies & Software	5,059.36
5020 Advertising & Marketing	855.62
5030 Legal & Professional Services	4,050.00
5031 Independent contractors	25,129.06
5033 Rehabilitation and other Contractors	37,304.05
5035 Insurance	7,724.22
5037 Rent & Lease of facilities	7,237.52
5039 Repairs & Maintenance	304.49
5040 Storage Unit Rental	1,587.54
5043 Utilities (Telephone, Internet, etc.)	4,179.83
5045 Travel	1,115.56
5047 Automobile and other transportation	7,658.51
5051 Meetings and Conferences	134.31
5999 Bank Charges & Fees	593.96
Sitter Service	-1,897.50
Uncategorized Expenditure	40.00
Total Expenditures	\$153,794.77
NET OPERATING REVENUE	\$1,571.60
OTHER EXPENDITURES	
Other Miscellaneous Expenditure	1,023.54
Total Other Expenditures	\$1,023.54
NET OTHER REVENUE	\$-1,023.54
NET REVENUE	\$548.06

HERITAGE TRAINING AND CAREER CENTER, INC.

January 1, 2017 - December 31, 2017 - OPERATING BUDGET

	Approved
Salaries	130,000.00
Fringe Benefits	13,000.00
 Salaries Sub-Total	 143,000.00
 Expenses:	
Auditing	2,500.00
Board Committees & Staff Dev	2,100.00
Consultants	2,500.00
Custodial	600.00
Printing	500.00
Office Supplies	2,500.00
Office Expenses	3,000.00
Insurance	9,500.00
Auto Expenses	3,900.00
Postage	250.00
Telephone	4,800.00
Advertising	300.00
Rent	18,000.00
Repairs & Maintenance	1,500.00
Travel	3,600.00
Utilities	5,604.50
Security Service	208.00
Contingency	2,500.00
Housing Repair	160,000.00
Reserve	1,270.50
Expenses Sub-Total	\$ 225,133.00
 Total Budget	 \$ 368,133.00

Income:	
State of Alabama DHR	65,765.00
Sitter Service	10,000.00
Transportation Project	40,568.00
Dollar General Foundation	10,000.00
Literacy Program/Budget	29,300.00
Alabama Power Company	12,500.00
City of Montgomery	200,000.00
	\$ 368,133.00