

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

OCTOBER 10, 2017

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:07 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Singleton. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees and items on the agenda.

The Commission discussed an appropriation to the Pilgrim-Providence Water and Fire Protection Authority for a water pump in the amount of \$41,100, which was on the agenda. Chairman Dean requested for Administrator Mims to discuss grant opportunities with Central Alabama Planning and Development Commission for water authorities. He also requested that Central Alabama Planning and Development Commission provide the Commission with a written report on the services they provide to Montgomery County.

DISCUSSION BY THE COMMISSION

Commissioner Sankey requested a \$200 miscellaneous appropriation from his account to the Montgomery Area Food Bank, Inc., for providing food and other donated products to non-profit member agencies serving Montgomery County.

Commissioner Harris requested a \$2,000 miscellaneous appropriation from his account to One Place Family Justice Center, for Domestic Violence Program.

Commissioner Singleton requested a \$500 miscellaneous appropriation from his education account to the BOE, Loveless Academic Magnet Program High School (LAMP), for Athletics Department.

The Commission agreed to add these items to the miscellaneous appropriations.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims reminded the Commission that the ACCA District Meeting will be held Thursday, October 26, 2017, 6:00 p.m., at Central Alabama Community College-Betty Carol Graham Technology Center in Alexander City. Commissioner Harris stated that he would attend. Administrator Mims noted that he and Assistant County Engineer Kevin Boone would also be attending.

Administrator Mims stated that the Montgomery County Commission meeting on November 6, 2017 will be held at Ramer United Methodist Church, which is located at 15153 Hobbie Road, Ramer, AL. The information session will begin at 5:00 p.m., followed by the formal session at 6:30 p.m.

PRESENTATION BY MR. NIMROD T. FRAZER, JR., WITH INDUSTRIAL PARTNERS, LLC

Mr. Nimrod T. Frazer, Jr., with Industrial Partners, LLC, informed the Commission that Kowa Pharmaceutical is interested in acquiring the adjacent 15-acre lot in the Montgomery Industrial Park to expand their current building. Mr. Frazer requested an exception to the current rolling option agreement that Industrial Partners has with the Montgomery County Commission to allow them to sell this 15-acre lot to Kowa Pharmaceutical as well as allowing them to construct their own building on this lot using their own contractor. After discussion, the Commission asked Mr. Frazer to draft an agreement to be placed on the next agenda.

PRESENTATION BY FOUNDER MIKE BUNCE AND EXECUTIVE DIRECTOR CORNELIUS JACKSON WITH HOUSE TO HOUSE

Founder Mike Bunce and Executive Director Cornelius Jackson with House to House briefed the Commission regarding the organization and requested funding in the amount of \$12,400. Chairman Dean stated that the Commission would take the request under consideration.

PRESENTATION BY EXECUTIVE DIRECTOR CYNTHIA BROWN WITH HERITAGE TRAINING & CAREER CENTER

Executive Director Cynthia Brown with Heritage Training & Career Center briefed the Commission regarding the organization and requested funding in the amount of \$20,000. Chairman Dean stated that the Commission would take the request under consideration.

PRESENTATION BY EXECUTIVE DIRECTOR TONYA D. BARKUM WITH SECOND CHANCE FOUNDATION

Executive Director Tonya D. Barkum with Second Chance Foundation briefed the Commission regarding the organization and requested funding in the amount of \$25,000. Chairman Dean stated that the Commission would take the request under consideration.

PRESENTATION BY ACTING JUVENILE COURT ADMINISTRATOR BEVERLY WISE

Acting Juvenile Court Administrator Beverly Wise briefed the Commission regarding an Agency Grant Agreement with the Alabama Department of Youth Services for the Davis Treatment Center Program for Fiscal Year 2017-2018. After discussion, the Commission agreed to place this item on the next agenda.

Ms. Wise requested four additional Juvenile Detention Officer Positions for the Youth Facility. After discussion, the Commission asked Administrator Mims and Deputy Administrator Cauthen to work with Ms. Wise to determine if there is a better way to handle the situation other than hiring additional staff.

Ms. Wise briefed the Commission regarding a Personal Services Contract with Adedoyin Dosunmu-Ogunbi, M.D., to provide medical services for youth detained at the Montgomery County Youth Facility. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci updated the Commission regarding his efforts in securing the computer systems and stated that intrusion detection systems are being implemented. He also noted that they had identified a very good backup system to replace the existing system. Mr. Ialacci stated that all of the critical servers have been replicated. Commissioner Harris inquired as to whether Mr. Ialacci has received any input from Elected Officials or Department Heads to make sure all of their concerns have been addressed. Mr. Ialacci stated that the Air Force, FBI and other entities have offered to provide a forum and invite Elected Officials and Department Heads to discuss the seriousness of security and how to address it. He suggested that this may be a good time to discuss any concerns.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE AND ASSISTANT COUNTY ENGINEER KEVIN BOONE

County Engineer George Speake and Assistant County Engineer Kevin Boone briefed the Commission on a proposed resolution for Montgomery County to participate in the Joint Bidding Program for Counties in the Alabama Department of Transportation's Southeast Region. The Commission agreed to place this item on the next agenda.

Mr. Speake advised the Commission that notice to proceed for the contractor to begin the resurfacing work on Pike Road between Wallahatchie Road and U.S. 80 is set for November 1, 2017.

**PRESENTATION BY WEATHERIZATION PROGRAM MANAGER DONNY BARBER
WITH CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT
COMMISSION**

Weatherization Program Manager Donny Barber with Central Alabama Regional Planning and Development Commission briefed the Commission regarding Modification Number 1 to a Subgrant Agreement with the Alabama Department of Economic and Community Affairs concerning the Weatherization Program, Grant Agreement Number DOE-028-17. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Barber briefed the Commission regarding the agenda of a tour by Central Alabama Regional Planning and Development Commission and ADECA Director Kenneth Boswell on October 10-11, 2017.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims informed the Commission that he received an email from Examiner Teresa Dekle in which she stated that they would need to postpone the exit conference.

DISCUSSION BY THE COMMISSION

The Commission discussed a Resolution and Agreement between The Poarch Band of Creek Indians and the Montgomery County Commission. Commissioner Harris expressed his concerns that the Agreement is too broad. The Commission agreed to discuss this item further at the next meeting.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Parks and Recreation Superintendent James Williams.

The Pledge of Allegiance was led by Vice Chairman Walker.

Administrator Mims called Roll to establish a quorum, and the following Commissioners were present: Chairman Dean, Vice Chairman Walker and Members Harris, Sankey and Singleton. Also present were County Attorney Thomas T. Gallion, III and County Engineer George C. Speake.

Commissioner Harris made a motion to approve the Minutes of the Emergency Meeting of September 22, 2017 and the Regular Meeting of September 25, 2017. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Mims presented the Accounts Payable Checks and Payroll Checks Authorization for approval.

Commissioner Singleton made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 3, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – APPROVED BOARD MEMBER APPOINTMENT TO THE CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

Commissioner Singleton made a motion to approve the Board Member Appointment to the Central Alabama Regional Planning and Development Commission. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Board Members' Appointment Page, Agenda Pages 1-1 and 1-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BOARD MEMBER APPOINTMENT TO THE MONTGOMERY COMMUNITY ACTION AGENCY BOARD

Commissioner Singleton made a motion to approve the Board Member Appointment to the Montgomery Community Action Agency Board. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Letter and Board Members' Appointment Page, Agenda Pages 2-1 through 2-3, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED EDUCATIONAL GRANT COOPERATIVE AGREEMENT WITH MID-SOUTH RESOURCE CONSERVATION & DEVELOPMENT COUNCIL, INC., FOR THE YOUTH SUMMER EDUCATION AND CONSERVATION PROGRAM

Vice Chairman Walker made a motion to approve the Educational Grant Cooperative Agreement with Mid-South Resource Conservation & Development Council, Inc., for the Youth Summer Education and Conservation Program. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Agreement Pages, Agenda Pages 3-1 through 3-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED NON-BINDING NOTICE OF INTENT TO PARTICIPATE IN THE MEDICAID FOR COUNTY INMATES PROGRAM

Commissioner Harris made a motion to approve the Non-Binding Notice of Intent to Participate in the Medicaid for County Inmates Program. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Non-binding Notice of Intent to Participate and Email Pages, Agenda Pages 4-1 through 4-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MEDICAID FOR COUNTY INMATES PROGRAM PARTICIPATION AGREEMENT, THE JOINT RESOLUTION TO PARTICIPATE IN THE MEDICAID FOR COUNTY INMATES PROGRAM – EXHIBIT A, AND THE HIPAA BUSINESS ASSOCIATE AGREEMENT – EXHIBIT B

Vice Chairman Walker made a motion to approve the Medicaid for County Inmates Program Participation Agreement, the Joint Resolution to Participate in the Medicaid for County Inmates Program – Exhibit A, and the HIPAA Business Associate Agreement – Exhibit B. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Agreement and Joint Resolution, Agenda Pages 5-1 through 5-12, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH KEEFE COMMISSARY NETWORK, LLC, REGARDING A NINETY (90) DAY EXTENSION, BEGINNING NOVEMBER 1, 2017 AND ENDING ON JANUARY 31, 2018, FOR COMMISSARY AND TRUST FUND MANAGEMENT, CONTRACT NUMBER 52200-14B-024

Commissioner Singleton made a motion to approve Amendment Number 1 to Contract with Keefe Commissary Network, LLC, regarding a Ninety (90) Day Extension, beginning November 1, 2017 and ending on January 31, 2018, for Commissary and Trust Fund Management, Contract Number 52200-14B-024. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 6-1 and 6-2, are attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH LEVEL 3 COMMUNICATIONS, REGARDING A THIRTY (30) DAY EXTENSION, BEGINNING OCTOBER 2, 2017 AND ENDING ON OCTOBER 31, 2017, FOR INTERNET SERVICE, CONTRACT NUMBER 51965-14B-014

Commissioner Harris made a motion to approve Amendment Number 1 to Contract with Level 3 Communications, regarding a Thirty (30) Day Extension, beginning October 2, 2017 and ending on October 31, 2017, for Internet Service, Contract Number 51965-14B-014. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 7-1 and 7-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH CHAPPY’S DELI OF MONTGOMERY REGARDING A ONE (1) YEAR EXTENSION AND A 5% PRICING INCREASE FOR THE WINTER EMPLOYEE LUNCHEON, CONTRACT NUMBER 51988-17B-001

Commissioner Singleton made a motion to approve Amendment Number 1 to Contract with Chappy’s Deli of Montgomery regarding a One (1) Year Extension and a 5% Pricing Increase for the Winter Employee Luncheon, Contract Number 51988-17B-001. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 8-1 and 8-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH CHAPPY’S DELI OF MONTGOMERY REGARDING A ONE (1) YEAR EXTENSION AND A 5% PRICING INCREASE FOR CATERING OF FOOD TRAYS, CONTRACT NUMBER 51988-17B-003

Vice Chairman Walker made a motion to approve Amendment Number 1 to Contract with Chappy’s Deli of Montgomery regarding a One (1) Year Extension and a 5% Pricing Increase for Catering of Food Trays, Contract Number 51988-17B-003. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 9-1 and 9-2, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED AMENDMENT NUMBER 3 TO CONTRACT WITH FALLS FACILITY SERVICES, INC., REGARDING A ONE (1) YEAR EXTENSION AND A 5% PRICING INCREASE FOR JANITORIAL SERVICES, CONTRACT NUMBER 51901-15B-028

Commissioner Harris made a motion to approve Amendment Number 3 to Contract with Falls Facility Services, Inc., regarding a One (1) Year Extension and a 5% Pricing Increase for Janitorial Services, Contract Number 51901-15B-028. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 10-1 and 10-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF 2018 MEMBERSHIP DUES TO THE ASSOCIATION OF COUNTY ADMINISTRATORS OF ALABAMA (ACAA) FOR ADMINISTRATOR DONALD L. MIMS AND DEPUTY ADMINISTRATOR FLORENCE M. CAUTHEN

Commissioner Singleton made a motion to approve Payment of 2018 Membership Dues to the Association of County Administrators of Alabama (ACAA) for Administrator Donald L. Mims and Deputy Administrator Florence M. Cauthen. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Renewal Application Form and Email, Agenda Pages 11-1 through 11-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PROPOSAL FROM LARRY SPEAKS & ASSOCIATES FOR TOPOGRAPHIC SURVEY SERVICES AT THE NEW MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES (MCDHR) BUILDING AND SITE DEVELOPMENT, PH&J NO: 1711-GV

Vice Chairman Walker made a motion to approve the Proposal from Larry Speaks & Associates for Topographic Survey Services at the New Montgomery County Department of Human Resources (MCDHR) Building and Site Development, PH&J No: 1711-GV. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum, Letter, Proposal, Maps, Fees' Sheet and Letter of Request, Agenda Pages 12-1 through 12-8, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF INVOICE FROM THE CITY OF MONTGOMERY FOR SERVICES PROVIDED BY PUBLIC AFFAIRS RESEARCH COUNCIL OF ALABAMA FOR ANALYSIS OF BUDGET TRENDS FOR MONTGOMERY PUBLIC SCHOOLS CORE SPENDING BUDGETS (2013-2017) IN THE AMOUNT OF \$18,000

Commissioner Sankey stated that he did not think the payment of the Invoice from the City of Montgomery for Budget Trends for Montgomery Public Schools Core Spending Budgets (2013-2017) in the Amount of \$18,000 was an efficient use of the money. Commissioner Sankey said the money could be used for the purchase of the water pump for Pilgrim-Providence Water and Fire Protection Authority.

Vice Chairman Walker made a motion to approve the Payment of Invoice from the City of Montgomery for Services Provided by Public Affairs Research Council of Alabama for Analysis of Budget Trends for Montgomery Public Schools Core Spending Budgets (2013-2017) in the Amount of \$18,000. Commissioner Singleton seconded the motion. Chairman Dean, Vice Chairman Walker, Commissioner Harris, and Commissioner Singleton voted in favor of the motion. Commissioner Sankey voted against the motion, and the motion carried. (Copies of Memorandum and Invoices, Agenda Pages 13-1 through 13-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED SPONSORSHIP FOR AUM'S BUSINESS BREAKFAST SERIES 2017-2018 IN THE AMOUNT OF \$1,000

Commissioner Singleton made a motion to approve the Sponsorship for AUM's Business Breakfast Series 2017-2018 in the amount of \$1,000. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Agreement and Breakfast Series Schedule, Agenda Pages 14-1 through 14-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

Administrator Mims requested approval of the miscellaneous appropriations included in his memorandum dated October 10, 2017. During the County Commission Meeting this date, Chairman Dean requested that the following miscellaneous appropriation reprogramming requests be added and his fellow commissioners concurred:

From fund code 001-59320-498 (Agency, Miscellaneous Appropriations) to:

C-2018-4: Montgomery Area Food Bank, Inc., for Providing Food and Other Donated Products to Non-Profit Member Agencies Serving Montgomery County - \$200; (Sankey)

C-2018-5: One Place Family Justice Center, for Domestic Violence Program - \$2,000; (Harris)

From fund code 001-59320-494 (Commissioner's Education Miscellaneous Appropriations) to:

BOE-2018-3: BOE, Loveless Academic Magnet Program High School (LAMP), for Athletics Department - \$500; (Singleton)

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 15-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED FINAL PAY APPLICATION FROM LIBERTY CONSTRUCTION REGARDING THE LAWRENCE STREET PARKING MODIFICATIONS

Commissioner Singleton made a motion to approve the Final Pay Application from Liberty Construction regarding the Lawrence Street Parking Modifications. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum, Letter and Application and Certification Document, Agenda Pages 16-1 through 16-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED APPROPRIATION IN THE AMOUNT OF \$41,000 TO PILGRIM-PROVIDENCE WATER AND FIRE PROTECTION AUTHORITY FOR WATER PUMP

Commissioner Singleton made a motion to approve Funding in the Amount of \$41,100 to Pilgrim-Providence Water and Fire Protection Authority for Water Pump with the funding source to be determined at a later date. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Financial Feasibility Report, Agenda Pages 17-1 through 17-7, are attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (3)

1. Corrections Officer Trainee, Position Number 500419082
2. Corrections Officer Trainee, Position Number 500419201
3. Corrections Officer Corporal, Position Number 500425134

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 18-1 through 18-3, are attached to these Minutes.)

REVENUE COMMISSIONER’S OFFICE –APPROVED POSITION FILL REQUEST (1)

1. Assistant Chief Revenue Clerk, Position Number 800100003

Commissioner Singleton made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 19-1, is attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED POSITION FILL REQUESTS (3)

1. Deputy Sheriff Corporal, Position Number 550429022
2. Deputy Sheriff Corporal, Position Number 550429065
3. Assistant Chief Deputy Sheriff, Position Number 550437090

Vice Chairman Walker made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 20-1 through 20-3, are attached to these Minutes.)

YOUTH FACILITY – APPROVED POSITION FILL REQUESTS (4)

1. Juvenile Detention Officer-Relief (Part-Time), Position Number 910300001
2. Juvenile Detention Officer-Relief (Part-Time), Position Number 910300002
3. Juvenile Detention Officer-Relief (Part-Time), Position Number 910300005
4. Juvenile Detention Officer-Relief (Part-Time), Position Number 910300007

Commissioner Sankey made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 21-1 through 21-4, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (11)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|---------------------------|----------------------------|
| 1. County Commission | Request Number 1 |
| 2. Probate Judge's Office | Request Numbers 1, 2 and 3 |
| 3. Risk Management | Request Number 1 |
| 4. Engineering Department | Request Numbers 1 and 2 |
| 5. Appraisal Department | Request Number 1 |
| 6. Community Corrections | Request Numbers 1, 2 and 3 |

Commissioner Harris made a motion to approve Travel/Training Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 22-1 through 22-11, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Ms. K. T. Brown, a community activist, said good morning and inquired about several topics of concern to her. She asked if the audience is allowed to comment on items on the agenda before a vote is taken. Chairman Dean said the audience cannot make comments at that time. Ms. Brown then inquired how position fill requests are made known to the public. Chairman Dean explained that all job openings are advertised through the City/County Personnel Department.

Ms. Brown also inquired how the Montgomery County School System spends the money provided by the Montgomery County Commission. Chairman Dean said the Commission does not have access to that information at the moment, but is going to request that information. Commissioner Harris explained the Montgomery County School Board is charged with adopting a budget, but they are not mandated to receive input from the Commission.

In reference to Ms. Brown's first question, Vice Chairman Walker explained that items on the agenda are discussed during the Information Sessions at the previous meeting before being voted on and that those future agenda items are published days prior to the meeting.

Ms. Denise Martin of Park Crossing High School said good morning to everyone and presented the Commission with a publication that listed every football game that has been played at Park Crossing and included pictures of Signing Days when athletes have committed to play football in college. Commissioner Singleton stood and received the booklet and commented on the great things happening at Park Crossing. Ms. Martin thanked the Commission for its support.

Commissioner Singleton said good morning to everyone and assured Ms. Brown that the Commission is also concerned about accountability from MPS. He said that he has enjoyed his first year as a County Commissioner and is pleased that he and his fellow Commissioners work well together to do what is best for Montgomery County. He said he was proud of the department heads and all the County Employees.

Commissioner Sankey said good morning to everyone and said Commissioner Singleton made heartwarming comments. He thanked Ms. Brown for attending the meeting and for all she does throughout the community. Commissioner Sankey said in the future he will communicate with Ms. Brown about the issues that are discussed at the information session.

Vice Chairman Walker had no comment.

Chairman Dean welcomed everyone to the meeting and thanked them for coming.

Commissioner Harris said good morning and asked for prayers for our nation, for the families of those who were killed and injured in Las Vegas, for the family of the shooter, for the people of California and all the victims of the massive storms. He also asked for prayers for our Country and for the leadership of our Country.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding Amendment Number 1 to Contract with Drug Testing Program Management, Inc., regarding a one (1) year extension, beginning November 2, 2017 and ending on November 1, 2018, and a 5% pricing increase for drug testing and equipment, Contract Number 57202-15B-026. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding Amendment Number 1 to Contract with Montgomery Armored Car Service, Inc., regarding a one (1) year extension, beginning January 1, 2018 and ending on December 31, 2018, for armored car services, Contract Number 51100-17B-004. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding Amendment Number 2 to Contract with Acme Supply Co., Ltd., regarding a one (1) year extension, beginning December 21, 2017 and ending on December 20, 2018, for inmate uniforms, Contract Number 52200-15B-032. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding Amendment Number 3 to Contract with Gulf State Distributors, regarding a sixty (60) day extension, beginning November 7, 2017 and ending on January 6, 2018, for Sheriff's leather and accessories, Contract Number 52110-14B-016. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding Amendment Number 3 to Contract with SharpCut Lawn Service, regarding a sixty (60) day extension, beginning November 17, 2017 and ending on January 16, 2018, for landscape at the Montgomery Industrial Park, Contract Number 53100-14B-030. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Bank Depositories for the remainder of 2017 and the 2018 Calendar Year. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims requested payment of 2017-2018 Membership Dues in the amount of \$225 to the Alabama City/County Management Association (ACCMA) for Administrator Donald L. Mims, Deputy Administrator Florence M. Cauthen and Director of Risk Management Scott Kramer. He noted that the dues increased from \$50 to \$75 per person. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims requested payment of 2018 Membership Dues in the amount of \$4,587 to the National Association of Counties (NACo). He noted that the dues were the same as last year. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims requested payment of 2017 Membership Dues in the amount of \$3,650 to the Coosa-Alabama River Improvement Association, Inc. He noted that the dues are the same as last year. Commissioner Harris asked if the Commission has representation on the board. Administrator Mims stated that he attends the meetings. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a letter from Executive Director Nathan Cook with Lighthouse Counseling Center, Inc., requesting funding in the amount of \$60,000 for the County Jail Program. He noted that Mr. Cook requested to meet with the Commission at the October 23, 2017 Meeting. Chairman Dean agreed for Mr. Cook to meet with the Commission.

Administrator Mims presented an email from President Janet Coggins with Distinguished Young Women of Montgomery County requesting funding for the program. Vice Chairman Walker recommended that the Commissioners appropriate funding individually to the organization.

Administrator Mims presented an email from Director of Existing Industries Jessica G. Horsley with the Montgomery Area Chamber of Commerce and Certificate of Compliance Pursuant to that Project Agreement by and among the State of Alabama, the City of Montgomery, Montgomery County Commission, Steris Corporation and American Sterilizer Company. He stated that this was for the Commissioners information and no action was required.

Administrator Mims presented an Invoice from Central Alabama Sports Commission regarding the 2017 Guardian Credit Union FCS Kickoff Sponsorship in the amount of \$40,000. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a letter from the Alabama Historical Commission regarding the addition of Hall Street Baptist Church, 700 Hall Street, to the Alabama Register of Landmarks and Heritage.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for October – December 2017.

ADJOURNMENT

Commissioner Singleton made a motion to adjourn the meeting of the Montgomery County Commission on October 10, 2017, at 10:26 a.m. The motion was seconded by Commissioner Harris and unanimously approved by the Commission.

10-10-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 9-29-17

Check Number	To	Check Number
271829		271931
Total Checks Paid		\$683,498.37

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

AGENDA

OCT 10 2017

10-10-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 9-29-17

Check Number	To	Check Number
271932		272100
Total Checks Paid		\$812,157.62

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

MONTGOMERY COUNTY COMMISSION

AGENDA**OCT 10 2017**

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
9/29/17

Payroll Check Number	128778	To	Payroll Check Number	128839	\$	54,161.48
Direct Deposits					\$	969,192.85
Payroll Check Number	128840	To	Payroll Check Number	128851	\$	214,299.95
Direct Deposits					\$	67,111.60
Federal Deposits					\$	358,515.72
Total Payroll Paid					\$	1,663,281.60

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID
ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE PAYROLL CHECK REGISTER

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
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WWW.MC-ALA.ORG

AGENDA

OCT 10 2017

September 26, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Central Alabama Regional Planning and Development Commission Board Appointment

The Montgomery County Commission, at its meeting on September 25, 2017, agreed to place on the next agenda the appointment of Assistant County Engineer Kevin Boone to replace James Kelley as a board member of the Central Alabama Regional Planning and Development Commission, for a term ending November 17, 2020.

I am requesting approval of this appointment.

/tn

Attachment

Central Alabama Regional Planning
And Development Commission Board

Members:

Term Expires:

Commissioner Isaiah Sankey
Montgomery County Commission, District 4
P.O. Box 1667
Montgomery, AL 36102-1667

11/17/2020

Jiles Williams, Jr.
944 Alma Drive
Montgomery, AL 36108

11/17/2020

Donald L. Mims
County Administrator

11/17/2020

Florence A. Cauthen
Deputy County Administrator

11/17/2020

James Williams
Montgomery County Parks and Recreation Department

11/17/2020



James Kelley
Montgomery County Engineering Department

11/17/2020

THE TERM OF OFFICE OF THE CARPDC BOARD MEMBERS RUNS
CONCURRENTLY WITH THE OFFICE OF THE COUNTY COMMISSION

Term: 4 years

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

AGENDA

OCT 10 2017

September 26, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery Community Action Agency Board Appointment

The Montgomery County Commission, at its meeting on September 25, 2017, agreed to place on the next agenda the appointment of Michael Jackson to replace Circuit Judge Greg Griffin as a board member of the Montgomery Community Action Agency, for a term ending November 10, 2020.

I am requesting that the Commission approve this appointment.

/tn

Attachment

- A COUNTY OLDER THAN THE STATE -

P.O. Box 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210



2017 AUG 29 AM 8:25

GREG GRIFFIN
CIRCUIT JUDGE
15TH JUDICIAL CIRCUIT

P.O. Box 1667
MONTGOMERY, AL 36102-1667

(334) 832-1366
Fax: (334) 832-1647

August 25, 2017

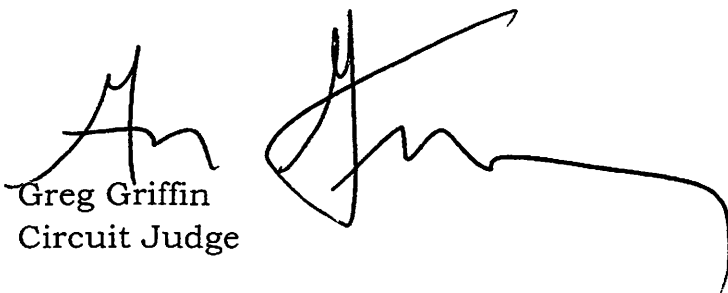
Commissioner Elton Dean
Montgomery County Commission
101 South Lawrence Street
Montgomery, Alabama 36104

Dear Chairman Dean:

I have resigned from the Montgomery Community Action Board. My schedule and heavy workload at this time does not permit me to devote the time needed to serve on this very important board.

I want to thank you from the bottom of my heart for the appointment.

Sincerely,


Greg Griffin
Circuit Judge

Montgomery Community Action Agency

Members:

Term Expires:

Roberta Collins
3568 Summerhill Drive
Montgomery, Alabama 36111
(334) 313-3499 (cell)
(334) 613-2912 (home)
robertacollins@att.net

11/10/2020

Melanie Bicatel-Wilson
5730 Wares Ferry Road
Montgomery, AL 36117
(334) 395-6760

11/10/2020

Diane Burke
P.O. Box 4051
Montgomery, AL 36103
Cell: 334/850-6011
Work: 334/241-2881
danbur@charter.net

11/10/2020



Honorable Greg Griffin
Circuit Judge
P.O. Box 1667
Montgomery, Alabama 36102-1667
(334) 832-4365
dencel2890@charter.net (sent notices email)

11/10/2020

Roberta Collins, Board Chairman
1066 Adams Avenue
Montgomery, AL 36104

Benjamin Jones, Chief Executive Officer
bjones@montgomerycommaction.com

Term: 4 years



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

AGENDA

OCT 10 2017

2017 OCT -5 PM 3-20

October 5, 2017

MEMORANDUM

To: Mr. Elton Dean, Chair, Montgomery County Commission

From: Derrick Cunningham, Sheriff, Montgomery Co. Sheriff's Office

Subject: RC & D Council Grant Cooperative Agreement

The Montgomery County Sheriff's Office has been awarded \$6,150.00 from the Mid-South RC & D Council, we are requesting your approval of the Educational Grant Cooperative Agreement.

The contract is between the Mid-South RC & D Council and the Montgomery County Sheriff's Office herein referred to in the attached document as "Council" and the Montgomery County Sheriff's Office, referred to in the attached document as "Grantee".

I am requesting that this item be placed on the agenda of the October 10, 2017 meeting for approval and signature of the Chair of the County Commission.

Should you have any questions or require additional information, I can be reached at 832-1660 or 313-7216. I thank you in advance for your attention to this matter.

DC/rw

encls.

cc: Regina Walker: Grant Manager

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

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

3-1



EDUCATIONAL Grant Cooperative Agreement

This Agreement is made and entered into on September 29, 2017 by and between the Mid-South Resource Conservation & Development Council, Inc. (hereinafter called the "Council"), and **Montgomery County Commission** hereinafter called the "Grantee").

The Purpose of this agreement is to implement the project as described in the attached application or proposal entitled **Youth Summer Education and Conservation Program**. The Council and the Grantee deem it mutually advantageous to cooperate in this project, and hereby agree as follows.

1. The Council Agrees:

- I. To provide **\$6150.00** after the execution of this agreement and when the funds become available. No funds will be available until after October 1, 2017 for the above-mentioned project, contingent on funding. Funds are subject to availability based on quarterly appropriations, and are subject to proration if ordered by the State Finance Director.
- II. To provide other assistance in planning and implementation as requested, needed, available, and agreed to by the Council.
- III. Payment of grant funds will be made on a reimbursement basis after all items listed from A-G are completed and reported.

2. The Grantee Agrees:

To use the funds only on a project that will have public benefits.

- I. Document the total value of the project in the final report.
- II. Operate and maintain the project with local resources.
- III. Allow pre-arranged public tours of the project.
- IV. Comply with all provisions of the Federal Civil Rights laws and regulations including the displaying of all posters required by Federal Law.
- V. To spend grant funds only on items included and approved in the project proposal.
- VI. Sign & document:
 - a. To return this signed COOPERATIVE AGREEMENT WITHIN 14 DAYS. IF WE DO NOT RECEIVE THIS SIGNED AGREEMENT BACK WITHIN THIS TIME

PERIOD WE WILL CONSIDER IT VOID AND REALLOCATE THE FUNDS.

BEFORE PHOTOS ARE REQUIRED.

- b. Submit a one page final completion report, including copies of all invoices and evidence of payment (paid receipts & cleared checks).
- c. Explain the total "value of the project" in monetary terms in the final report.
- d. Provide electronic pictures and documentation.
- e. Notify the RC&D office when the project is ready for pictures 2 weeks prior if possible with elected officials & participants.
- f. Give credit to the Mid-South RC&D Council on press releases & publications.
- g. Call or contact the Program Manager- Pam Hughes or Executive Director- Becky Wood @ 334-356-1855 or email to- midsouthprogrammanager@gmail.com with questions relative to spending funds.

VII. All funding will be distributed on a reimbursement basis. Please note Mid-South RC&D will not reimburse for rent, food, apparel, travel/mileage, drinks or salaries.

VIII. Complete the project and have the appropriate documentation in our office on or before July 17, 2018. If your project is fully completed according to the identified budget / deliverables and funds are remaining (due to getting items completed under budget) these funds may be moved to another budget item with PRIOR APPROVAL from RC&D and a budget revision....otherwise all unused funds must be returned to the Mid-South RC&D Council.

IX. Project funds will be LOST OR RE-ALLOCATED IF THE PROJECT BUDGET ITEMS/DELIVERABLES IDENTIFIED IN THE ORIGINAL APPROVED PROJECT ARE NOT FULLY COMPLETED BY JULY 17, 2018. If you will be unable to complete your project by July 17, 2018, please notify Pam Hughes@ 334-356-1855 as soon as possible. This should be a rare occurrence! Grantees who have not started or made significant progress on their grant project by July 1, 2018 are SUBJECT TO REVOCATION OF ALL FUNDS.

Grantees who are not able to utilize the grant funds by June 30, 2018 AND DID NOT NOTIFY Mid-South RC&D Council BY JULY 3, 2018 will not only lose the funds but, may also forfeit their right to participate in future grant programs. THIS IS NEW AND OUT OF OUR CONTROL...REPEAT.....IF YOUR PROJECT IS NOT FULLY COMPLETED ACCORDING TO THE BUDGET/DELIVERABLES IN THE PROPOSAL, YOU WILL LOSE THE ENTIRE GRANT AMOUNT. WE WILL NOT BE ABLE TO PARTIALLY PAY FOR WHAT YOU MAY HAVE ALREADY SPENT IF THE DELIVERABLES ARE NOT FULLY COMPLETED!!!!!!!!!!

- X. Notify the Council before starting the project. Send Project updates on the scheduled days below: **PHOTOS ARE REQUIRED WITH EACH UPDATE.**
- XI. December 12, 2017
- XII. February 13, 2018
- XIII. April 17, 2018
- UPDATE-June 12, 2018**
Final Report and everything on the Project Completion Checklist Due by July 17, 2018
- XIV. Give the Local RC&D Council, State of Alabama Public Examiners or its authorized representatives, access to and right to examine all records, books, papers or documents related to this agreement for up to three years after the last grant funds are expended.
- XV. Provide the Mid-South RC&D Council with a Federal Tax ID number 63-6001653.

3. It is mutually agreed:

- I. This agreement shall become effective on the date appearing in the first paragraph
- II. The amount granted is \$6150.00.
- III. This agreement may be revised upon mutual consent of both parties.
- IV. The Council may take appropriate action to ensure compliance with the terms of this agreement, which may include termination, suspension, or other remedies deemed necessary.
- V. By signing this agreement you are authorizing Mid-South RC&D Council to use your photos on social media sites and other printed publications. If children are in the photos it is your responsibility to hold and maintain a media release.

Signatures

Mid-South RC&D Council

Date

Responsible party

Date

By signing this agreement the recipient assures the Mid-South RC&D Council, Inc. that the program or activities provided for under this agreement will be conducted in compliance with all allocable Federal Civil Rights laws, rules, regulations, and policies. "All programs and assistance of the RC&D Council are available without regard to race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. RC&D is an equal opportunity provider and employer."

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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AGENDA

OCT 10 2017

September 26, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Non-Binding Notice of Intent to Participate in the Medicaid for County Inmates Program

The Montgomery County Commission, at its meeting on September 25, 2017, agreed to place on the next agenda a Non-Binding Notice of Intent to Participate in the Medicaid for County Inmates Program.

I am requesting approval of this item.

DLM/tn

Attachment

- A COUNTY OLDER THAN THE STATE -

P.O. Box 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

Medicaid for County Inmates Program

as authorized by Act 2017-298

Non-binding Notice of Intent to Participate

County Name: Montgomery

Sheriff: Derrick Cunningham

Sheriff Phone Number: (334) 832-1646

Jail Administrator: Wanda Robinson

Jail Administrator Phone Number: (334) 832-1608

Jail Administrator Email Address: WandaRobinson@mc-ala.org

Physical Address of Jail: 250 South McDonough Street

Mailing Address of Jail: 250 South McDonough Street

Telephone Number of Jail: (334) 832-4985

Sheriff/Jail Point of Contact for this Program:

Name: Etta Matthews

Telephone Number: (334) 832-7161

Email Address: EttaMatthews@mc-ala.org

County Commission Contact for this Program:

Name: Donald Mims

Telephone Number: 334-850-9131

Email Address: donaldmims@mc-ala.org

Does your county currently submit inmate data to SSA? Yes

Does your county use jail management software? Yes

What is the name of your jail management software provider? Jail Guardian

Name & Title of Person Completing this Form: Derrick Cunningham, Sheriff

This completed form is due to ACCA by no later than 5:00 pm on **October 16, 2017**. This form may be submitted via email to Brandy Perry at bperry@alabamacounties.org or may be faxed to 334-263-7678.

Tammy Nix

From: Sonny Brasfield <sbrasfield@alabamacounties.org>
Sent: Monday, September 18, 2017 11:50 AM
To: Tammy Nix
Subject: Getting Enrolled- Medicaid for County Inmates Program

[Click here](#) to view the web version of this mailing.



*67 Counties, **One** Voice*



September 18, 2017

Getting Enrolled in the Medicaid for County Inmates Program

Chairmen, Administrators, and Sheriffs:

We've been working with the Alabama Medicaid Agency this summer to implement the new Medicaid for County Inmates Program. After receiving a tremendous amount of positive input from Sheriffs and jail administrators at the ACCA Convention, we were able to finalize details and can now roll out the 2018 Pilot Program. It was made very clear to us by Sheriffs and jail administrators that for this program to be successful at the local level, it should be designed to utilize reports that most County Sheriffs' offices are already producing.

We are excited to report that the inmate data report that many counties already submit to the Social Security Administration contains all of the necessary information required under the new Alabama law. If your county currently submits inmate data to SSA, you should be able to submit the **same report** under this program. If your county does not currently submit data to SSA, but you have a jail management software system capable of producing specified reports, you may also be eligible for the 2018 Pilot Program.

Morgan will discuss all of this information in much more detail on the Administrators Webinar scheduled for this Thursday at 10:30. [Click here to register](#). In the meantime, take a look at these next steps and work to get your county enrolled in the new Medicaid for County Inmates Program:

Step 1: Immediately begin discussions with your County Sheriff to gauge interest in participating in this program. Confirm whether your county jail currently submits reports to SSA and whether the jail uses a jail management software program capable of producing reports that you request.

Step 2: Complete the [Notice of Intent to Participate](#) and return it to ACCA by **October 16, 2017**. This is a fillable form that you can complete from your desktop, save, and return to us via email. This form has been designed to serve as a *non-binding* notice of intent to participate in the program and may be completed by the county administrator, jail administrator, or other designated staff member simply

identifying the county's current interest in participating in the program. ACCA will process these forms and notify those counties which are eligible for participation in the 2018 Pilot Program.

Step 3: Add "Medicaid for County Inmates Program" to the next available commission meeting agenda. To participate, the Commission and the County Sheriff will need to jointly execute documents, including a Resolution.

Step 4: Identify relevant people to participate in a webinar on **October 23rd at 10:00 a.m.** to discuss the format of the reports and other technical requirements of the program. [Click here to register.](#)

Step 5: Jointly execute the [Participation Agreement](#), [Resolution \(Exhibit A\)](#), and [HIPAA Business Associate Agreement \(Exhibit B\)](#) and return the completed documents to ACCA by **November 3, 2017**. These forms must be signed by the Commission Chairman and the County Sheriff, and will serve as the final contract between the county and the Association. Identify the Program Coordinator in the Participation Agreement.

Step 6: Jointly execute a Memorandum of Understanding with the Alabama Medicaid Agency. *This document is still under development by the Alabama Medicaid Agency. Be on the lookout for future correspondence from us about deadlines for returning this document.*

Step 7: Have your designated Program Coordinator (and other interested parties) participate in a webinar on **November 14, 2017 at 10:00 a.m.** for detailed information regarding submitting reports. [Click here to register for the webinar.](#)

We look forward to working with eligible counties to make the 2018 Pilot Medicaid for County Inmates Program a huge success.

Sonny Brasfield
Executive Director

Association of County Commissions of Alabama
P.O. Box 5040, Montgomery, AL 36103
t: 334.263.7594 | f: 334.263.7678

If you no longer wish to receive emails from us, please [click here to unsubscribe.](#)

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

DANIEL HARRIS, JR.
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AGENDA

OCT 10 2017

September 26, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Medicaid for County Inmates Program Participation Agreement

The Montgomery County Commission, at its meeting on September 25, 2017, agreed to place on the next agenda a Medicaid for County Inmates Program Participation Agreement, the Joint Resolution to Participate in the Medicaid for County Inmates Program – Exhibit A, and the HIPAA Business Associate Agreement – Exhibit B.

I am requesting approval of these items.

DLM/tn

Attachments

- A COUNTY OLDER THAN THE STATE -

P.O. Box 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

Medicaid for County Inmates Program Participation Agreement

Pursuant to Act 2017-298, a county inmate shall have his or her Medicaid benefits suspended, but not terminated, provided he or she is otherwise eligible for Medicaid benefits and a county inmate shall be eligible for reinstatement of Medicaid benefits for medical care received as an inpatient in a medical institution, provided he or she is otherwise eligible for the Medicaid benefits. The Association of County Commissions of Alabama (hereinafter "THE ASSOCIATION") will administer the Medicaid for County Inmates Program (hereinafter "THE PROGRAM") on behalf of county commissions and county sheriffs. Under THE PROGRAM, THE ASSOCIATION will submit required data to the Alabama Medicaid Agency (hereinafter "MEDICAID") on behalf of participating counties pursuant to the procedures set out by the ASSOCIATION and MEDICAID. The _____ County Commission and County Sheriff (hereinafter "THE COUNTY") have jointly adopted a resolution to participate in THE PROGRAM, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. Further, THE COUNTY have jointly executed a HIPAA Business Associate Agreement identifying THE ASSOCIATION as a Business Associate, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

Based upon the foregoing, THE ASSOCIATION and THE COUNTY do hereby enter into this agreement for reporting county inmates to MEDICAID under the following terms and conditions:

1. THE COUNTY hereby designates, appoints, and authorizes THE ASSOCIATION to report county inmates to MEDICAID for the purpose of determining whether those county inmates are Medicaid recipients at the time they are taken into custody, as required by Act 2017-298 Section (d)(1), pursuant to procedures established by THE ASSOCIATION, and agrees to comply with all applicable provisions of Act 2017-298 and any procedures established by THE ASSOCIATION for the submission of all reports and the administration of THE PROGRAM at the local level.
2. THE COUNTY hereby designates, appoints, and authorizes THE ASSOCIATION to report county inmates to MEDICAID for the purpose of identifying when a county inmate is no longer an inmate of a public institution under the administrative control and responsibility of the county sheriff, as required by Act 2017-298 Section (d)(4), pursuant to procedures established by THE ASSOCIATION, and agrees to comply with all applicable provisions of Act 2017-298 and any procedures established by THE ASSOCIATION for the submission of all reports and the administration of THE PROGRAM at the local level.
3. THE COUNTY hereby designates, appoints, and authorizes THE ASSOCIATION to report county inmates to MEDICAID for the purpose of reinstating Medicaid benefits for inpatient services because the county inmate is receiving inpatient care in a medical institution, as required by Act 2017-298 Section (d)(2), pursuant to procedures established by THE ASSOCIATION, and agrees to comply with all applicable provisions of Act 2017-298 and any procedures established by THE ASSOCIATION for the submission of all reports and the administration of THE PROGRAM at the local level.
4. All parties understand and agree that for purposes of THE PROGRAM, a county inmate is 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.

5. THE COUNTY understands and agrees that THE ASSOCIATION will only accept reports submitted as specified by THE ASSOCIATION. Furthermore, THE COUNTY understands and agrees that timely submission of reports is a critical component of active participation in THE PROGRAM.

6. THE COUNTY agrees to designate a Medicaid for County Inmates Program Coordinator who shall be responsible for submission of all reports and for the administration of THE PROGRAM at the local level under the requirements of law and the procedures established by THE ASSOCIATION. The Medicaid for County Inmates Program Coordinator shall be the designated representative of THE COUNTY authorized to receive notices and communication from THE ASSOCIATION and to ensure that the requirements of this agreement, the requirements of Act 2017-298, and the requirements of THE PROGRAM are met. The Medicaid for County Inmates Program Coordinator shall supply THE ASSOCIATION with any and all information that in the opinion of THE ASSOCIATION is necessary for the proper implementation of this agreement.

7. THE ASSOCIATION agrees to provide THE COUNTY with all information and tools necessary for proper report submission including, at a minimum: (1) written procedures detailing the report submission process; (2) a list of required information related to the county inmate, such as name, date of birth, Social Security number, incarceration date, and release date; and (3) template or file format data necessary for proper submission of eligible debts by THE COUNTY. THE ASSOCIATION further agrees to update procedures and tools as necessary and, when changes are made, provide reasonable notice to THE COUNTY to implement required changes.

8. THE COUNTY agrees that it may only utilize the information and tools provided by THE ASSOCIATION pursuant to paragraph 5 of this agreement for all report submissions and other program requirements. THE COUNTY agrees to utilize the format specified by THE ASSOCIATION to prepare all reports that THE COUNTY desires to have THE ASSOCIATION submit to MEDICAID.

9. THE ASSOCIATION agrees to make the first report submission to MEDICAID on January 5, 2018. Both parties understand and agree that THE COUNTY shall submit all required reports and information to THE ASSOCIATION by no later than January 1, 2018 for inclusion in THE ASSOCIATION's first submission to MEDICAID. Both parties understand and agree that all subsequent reports shall be due on the first day of every month with the understanding that THE ASSOCIATION is required to submit those reports to MEDICAID by no later than the 5th day of each month. All parties understand and agree that THE ASSOCIATION will not accept report submissions from THE COUNTY after the third day of the month.

10. All parties understand and agree that MEDICAID will regularly provide THE ASSOCIATION with a report of those county inmates who were receiving Medicaid benefits at the time they were taken into custody. That report is due to THE ASSOCIATION from MEDICAID by the fifteenth day of each month and THE ASSOCIATION shall have five days to return such reports to THE COUNTY.

11. THE COUNTY understands and warrants that by submission of any report to THE ASSOCIATION, THE COUNTY has complied with all of the provisions of Act 2017-298, the procedures adopted by THE ASSOCIATION, and the terms of this agreement. By signing this agreement, THE COUNTY agrees to hold THE ASSOCIATION free and harmless against any and all damages, claims, actions, injuries, liability, or proceedings arising from the failure of THE COUNTY to so perform.

12. All parties understand and agree that all information exchanged with each other and/or MEDICAID pursuant to this agreement and any procedures established for the implementation, operation, or administration of THE PROGRAM, including but not limited to printed, written, oral or computer-formatted information, shall be held in the strictest confidence, and shall be used solely for the business purposes that are the subject of this agreement. Both parties shall maintain confidentiality of such information not only during the course of the performance of this agreement, but following its termination.

13. Both parties agree that this participation agreement shall remain and continue in full force and effect until or unless modified or terminated in writing by either party upon 90 days written notice to the other party. Upon termination of this agreement all sums due and owing to MEDICAID pursuant to Act 2017-298 Section (c) shall remain a lawful obligation of THE COUNTY and be due and payable. Following termination of the agreement, THE ASSOCIATION shall erase all data files related to THE COUNTY from its system.

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

15. This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.

Executed on this the _____ day of _____, 2017.

THE COUNTY

**ASSOCIATION OF COUNTY COMMISSIONS
OF ALABAMA**

BY: _____
Signature of County Commission Chairman

BY: _____
Signature of Authorized Agent

Signature of County Sheriff

Title

JOINT RESOLUTION TO PARTICIPATE IN THE MEDICAID FOR COUNTY INMATES PROGRAM

WHEREAS, Act 2017-298 authorizes a county to participate in the Medicaid for County Inmates Program (hereinafter the "Program") established and operated pursuant to that law to enable a county inmate to have his or her Medicaid benefits suspended, but not terminated provided he or she is otherwise eligible for Medicaid benefits; and

WHEREAS, Act 2017-298 authorizes a county to participate in the Medicaid for County Inmates Program (hereinafter the "Program") established and operated pursuant to that law to enable a county inmate to have his or her Medicaid benefits for medical care received as an inpatient in a medical institution reinstated provided he or she is otherwise eligible for Medicaid benefits; and

WHEREAS, Act 2017-298 requires a participating county to engage in a process to identify county inmates who are Medicaid recipients at the time they are taken into custody; and

WHEREAS, Act 2017-298 requires a participating county to engage in a process to notify the Alabama Medicaid Agency when the Medicaid benefits of a county inmate are due to be reinstated for inpatient services because the county inmate is receiving inpatient care in a medical institution; and

WHEREAS, Act 2017-298 requires a participating county to engage in a process to reimburse the Alabama Medicaid Agency for the full amount of any federally required state match due for the inpatient services provided to a county inmate whose Medicaid benefits for inpatient services are reinstate under the Act; and

WHEREAS, Act 2017-298 requires a participating county to engage in a process to notify the Alabama Medicaid Agency when the county inmate is no longer an inmate of a public institution under the administrative control and responsibility of the county sheriff; and

WHEREAS, pursuant to Act 2017-298, the Association of County Commissions of Alabama (the "Association") and the Alabama Medicaid Agency shall develop, approve, and implement a centralized process for dissemination of information between the Medicaid Agency and the counties; and

WHEREAS, pursuant to Act 2017-298, the Association is authorized to provide information to the Alabama Medicaid Agency on behalf of the counties;

WHEREAS, the Association and the Alabama Medicaid Agency have developed a Program which complies with the requirements of Act 2017-298 whereby the Association will submit reports to Medicaid on behalf of counties that have executed a participation agreement and business associate agreement with the Association, which agreements sets out the procedures for report submissions; and

WHEREAS, _____ County Commission and County Sheriff each desires to participate in the Program pursuant to Act 2017-298; and

WHEREAS, the ability to have Medicaid benefits reinstated county inmates to cover instances of inpatient medical services for otherwise eligible Medicaid beneficiaries should result in cost savings to the county;

and

WHEREAS, _____ County Commission and County Sheriff are willing to comply with all requirements for participation in this program including the execution of a participation agreement and a business associate agreement with the Association.

WHEREFORE BE IT JOINTLY RESOLVED BY THE _____ County Commission and County Sheriff, that _____ County does hereby adopt the Medicaid for County Inmates Program for the purpose of reporting county inmates who may be eligible for suspension or reinstatement of certain Medicaid benefits.

BE IT FURTHER JOINTLY RESOLVED that the _____ County Commission and County Sheriff will comply with the requirements of the law related to participation in the Medicaid for County Inmates Program, will jointly execute a participation agreement with the Association to allow for report submissions to the Alabama Medicaid Agency, will jointly execute a business associate agreement with the Association to protect the exchange of protected health information, and will jointly execute a Memorandum of Understanding with the Alabama Medicaid Agency related to statutorily required reimbursement of federally required state match due in certain circumstances.

IN WITNESS WHEREOF, the _____ County Commission and County Sheriff have jointly caused this Resolution to be executed in their names and on their behalf on this the ____ day of _____, 2017.

Chairman, _____ County

Sheriff, _____ County

HIPAA BUSINESS ASSOCIATE AGREEMENT (Written Contract Exists)

THIS BUSINESS ASSOCIATE AGREEMENT ("BA Agreement") is effective as of the Effective Date by and between [] ("Covered Entity") and the person or entity listed as the business associate on the signature page hereto ("Business Associate").

WHEREAS, Covered Entity has determined that it is a covered entity under HIPAA or has components covered by HIPAA; and

WHEREAS, Covered Entity and Business Associate are parties to the Agreement, pursuant to which Business Associate performs functions, activities, or services for Covered Entity, and, in connection with those functions, activities, and/or services, Business Associate creates, receives, maintains, or transmits PHI that is subject to protection under HIPAA.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements set forth herein, the parties, intending to be legally bound, agree as follows:

Section 1. Definitions. The terms used, but otherwise not defined, in this BA Agreement shall have the same meaning as those terms in HIPAA.

(a) "Agreement" shall mean that certain Agreement by and between Covered Entity and the Business Associate dated the ____ day of _____, 20____.

(b) "Breach" shall have the meaning set forth in 45 CFR § 164.402, including, without limitation, the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted by HIPAA.

(c) "Designated Record Set" shall have the meaning set forth in 45 CFR § 164.501, including, without limitation, a group of records maintained by or for Covered Entity that consist of: (i) the medical records and billing records about individuals maintained by or for a Covered Entity; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) records used, in whole or in part, by or for Covered Entity to make decisions about individuals. For purposes of this definition, the term "record" means any item, collection or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for Covered Entity.

(d) "Effective Date" shall mean the effective date of the Agreement.

(e) "HIPAA" shall mean: (i) the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated

thereunder, including the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Parts 160 and 164, and any subsequent amendments or modifications thereto, and (ii) the HITECH Act, and regulations promulgated thereunder, and any subsequent amendments or modifications thereto.

(f) "HITECH Act" shall mean the provisions applicable to business associates under the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

(g) "PHI" shall mean Protected Health Information which Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity in connection with the performance of functions, activities, and/or services pursuant to the Agreement.

(h) "Privacy Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, as may be amended, modified, or superseded from time to time.

(i) "Protected Health Information" shall have the meaning set forth in 45 CFR § 160.103, including, without limitation, any information, whether oral, electronic or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; (ii) the provision of health care to an individual; or (iii) the past, present or future payment for the provision of health care to an individual; and (iv) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

(j) "Required by Law" shall have the meaning set forth in 45 CFR § 164.103, including, without limitation, a mandate contained in law that compels Covered Entity or Business Associate to make a use or disclosure of Protected Health Information and that is enforceable in a court of law.

(k) "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his/her designee.

(l) "Security Incident" shall have the meaning set forth in 45 CFR § 164.304, including without limitation, the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI.

(m) "Security Rules" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, as may be amended, modified, or superseded from time to time.

(n) "Unsecured PHI" shall have the meaning set forth in 45 CFR § 164.402, including, without limitation, Protected Health Information not secured through the use of encryption, destruction or other technologies and methodologies identified by the Secretary to render such information unusable, unreadable, or indecipherable to unauthorized persons.

Section 2. Obligations of Business Associate.

(a) Permitted Uses. Business Associate shall not use PHI in any manner except for the purpose of performing functions, activities, or services pursuant to the Agreement; provided, however, that Business Associate shall not use PHI in any manner that would constitute a violation of HIPAA if so used by Covered Entity. Business Associate may use PHI: (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; or (iii) as Required by Law.

(b) Permitted Disclosures. Business Associate shall not disclose PHI in any manner except for the purpose of performing functions, activities, or services pursuant to the Agreement; provided, however, that Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA if so disclosed by Covered Entity. Business Associate may disclose PHI: (i) for the proper management and administration of Business Associate if such disclosure is Required by Law or if "Reasonable Assurances" are obtained; (ii) to carry out the legal responsibilities of Business Associate if such disclosure is Required by Law or if "Reasonable Assurances" are obtained; or (iii) as Required by Law. To the extent that Business Associate discloses PHI to a third party pursuant to Section 2(b)(i) or (ii) above under Reasonable Assurances, Business Associate must obtain in writing, prior to making any such disclosure: (x) reasonable assurance from the third party that such PHI will be held in a confidential manner; (y) reasonable assurance from the third party that such PHI will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to such third party; and (z) an agreement from the third party to immediately notify Business Associate of any breaches of confidentiality of such PHI, to the extent the third party has obtained knowledge of such breach (collectively, "Reasonable Assurances"). Except as Required by Law, Business Associate shall not disclose PHI to a health plan for payment or healthcare operations if the individual subject to the PHI has requested such restriction and the individual (or designee) pays out of pocket in full for the health care item or service to which the PHI relates.

(c) De-identification. Business Associate shall not de-identify PHI without Covered Entity's prior written consent.

(d) Appropriate Safeguards. Business Associate shall comply with the applicable provisions of the Security Rules and shall implement appropriate administrative, technical, physical, and security safeguards in compliance with HIPAA that reasonably and appropriately safeguard and protect the confidentiality, integrity and

availability of PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. As required by HIPAA, Business Associate shall maintain policies, procedures and documentation that address these safeguards and the requirements of HIPAA and which are appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its services.

(e) Business Associate's Subcontractors and/or Agents. To the extent Business Associate uses one or more subcontractors or agents to perform a function, activity or service for the Covered Entity, and such subcontractors or agents create, receive, maintain, or transmit PHI, Business Associate shall first require in accordance with 45 CFR § 164.308(b) and 164.502(e) that each subcontractor or agent agree in writing to be bound by the terms of this BA Agreement and HIPAA, to the same extent as Business Associate. Business Associate shall report to Covered Entity in writing, as soon as possible, but in no event later than three (3) days following the discovery of non-compliance by a subcontractor or agent of any of its obligations with respect to PHI. Notwithstanding the above, Business Associate shall not delegate to a subcontractor or agent any functions, activities, or services it provides on behalf of Covered Entity pursuant to the Agreement without Covered Entity's prior, written consent.

(f) Access to PHI. Within five (5) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained by Business Associate in a Designated Record Set available to Covered Entity for inspection and/or copying to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524. If a request for access to PHI is delivered directly to Business Associate, Business Associate shall as soon as possible, but no later than five (5) days after receipt of the request, forward the request to Covered Entity. Business Associate shall provide access to a copy of electronic PHI maintained by Business Associate in a Designated Record Set to the Covered Entity in accordance with the provisions of this Section and HIPAA.

(g) Amendment of PHI. Within five (5) days of receipt of a request by Covered Entity, Business Associate shall amend PHI maintained by Business Associate in a Designated Record Set as directed by Covered Entity to enable Covered Entity to fulfill its obligations under 45 CFR § 164.526. If a request for amendment of PHI is delivered directly to Business Associate, Business Associate shall as soon as possible, but no later than five (5) days after receipt of the request, forward the request to Covered Entity.

(h) Accounting of PHI Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528. Within five (5) days of receipt of a request by Covered Entity, Business Associate shall make available to Covered Entity the information required to provide an accounting of such disclosures. Any accounting information shall include the information described in 45 CFR § 164.528(b), including, without

limitation: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the written request for disclosure. If a request for an accounting of PHI is delivered directly to Business Associate, Business Associate shall as soon as possible, but no later than five (5) days after receipt of the request, forward the request to Covered Entity.

(i) Governmental Access to Records. Business Associate shall make PHI and his/her/its facilities, internal practices, books, records, accounts, and other information relating to the use and disclosure of PHI available to the Secretary in a time and manner designated by the Secretary and shall cooperate with the Secretary concerning any investigation designed to determine Covered Entity's or Business Associate's compliance with HIPAA. Unless the Secretary directs otherwise, Business Associate shall promptly notify Covered Entity of Business Associate's receipt of a request for information from the Secretary or a notice concerning an investigation by the Secretary.

(j) Minimum Necessary Use and Disclosure Requirement. Business Associate shall only request, use and disclose the minimum amount of PHI necessary to reasonably accomplish the purpose of the request, use or disclosure in accordance with 45 CFR § 164.502(b). Further, Business Associate will restrict access to PHI to those employees, contractors, or agents of Business Associate who are actively and directly participating in performing functions, activities, or services pursuant to the Agreement and who need to know such PHI in order to fulfill such responsibilities.

(k) Retention of PHI. Business Associate shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under Section 2(h) of this BA Agreement for a period of six (6) years from its creation.

(l) Notification Obligations; Mitigation. During the term of this BA Agreement, Business Associate shall notify Covered Entity as soon as possible, but in no event later than three (3) days after discovery of any use and/or disclosure of PHI not permitted by this BA Agreement, a Breach of Unsecured PHI, or any material Security Incident of which it becomes aware. This notification obligation shall include the information required by HIPAA and, at a minimum, shall provide Covered Entity with the following information: (i) a description of the facts and circumstances concerning the improper use or disclosure, Breach or Security Incident; (ii) a description of the PHI affected; and (iii) the names and identity of the individual(s) affected. Business Associate shall take prompt corrective action to mitigate and cure, if possible, any harmful effect that is known to Business Associate of an improper use and/or disclosure of PHI, Breach or Security Incident. Business Associate shall cooperate with Covered Entity regarding any Breach notification to third parties, and shall reimburse Covered Entity for any costs incurred by Covered Entity in complying with the applicable requirements of HIPAA resulting from a Breach of

Unsecured PHI by Business Associate. Business Associate shall be deemed to discover a Breach of Unsecured PHI as of the first day on which such Breach is known, or should have been known, by Business Associate.

(m) Additional Obligations. Business Associate shall comply with the requirements of HIPAA which are applicable to business associates, including all regulations which are issued to implement such requirements, as may be amended, modified, or superseded from time to time. To the extent Business Associate carries out one or more of Covered Entity's obligation(s) under 45 CFR Part 164, Subpart E, in the performance of such obligations, Business Associate shall comply with the requirements of 45 CFR Part 164, Subpart E, that apply to Covered Entity to the same extent as required by Covered Entity.

(n) Compliance with Standard Transactions. If Business Associate conducts, in whole or in part, Standard Transactions (as such term is defined in the Standards for Electronic Transactions Rule at 45 CFR Parts 160 and 162, as may be amended, modified or superseded, from time to time) for or on behalf of Covered Entity, Business Associate will comply, and will require any of its subcontractors or agents involved with such Standard Transactions on behalf of Covered Entity to comply, with each applicable requirement of 45 CFR Parts 160 and 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that: (i) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is marked "not used" in a Standard Transaction or are not in the Standard Transactions' implementation specification; or (iv) changes the meaning or intent of the Standard Transactions' implementation specifications.

Section 3. Obligations of Covered Entity.

(a) Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices in accordance with 45 CFR § 164.520, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI.

(b) Restrictions on Use or Disclosure. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individuals to use and/or disclose PHI, to the extent such changes or revocations may affect Business Associate's permitted or required uses and/or disclosures of PHI. Further, Covered Entity shall notify Business Associate of any restriction to the use and/or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent such restriction may affect Business Associate's permitted or required uses and/or disclosures of PHI.

Section 4. Term and Termination.

(a) Term. This BA Agreement shall commence on the Effective Date and will remain effective for the entire term of the Agreement, unless earlier terminated in accordance with the terms herein.

(b) For Cause Termination Due to Material Breach. Either party may terminate this BA Agreement by notice in writing to the other party, if the other party materially breaches this BA Agreement in any manner and such material breach continues for a period of thirty (30) days after written notice is given to the breaching party by the other party specifying the nature of the breach and requesting that it be cured. A material breach of this BA Agreement shall constitute a breach of the Agreement. If termination of this BA Agreement is not feasible, the non-breaching party shall report the breach to the Secretary, if required by HIPAA.

(c) Effect of Termination. Upon termination of this BA Agreement, Business Associate shall return or destroy all PHI (regardless of form or medium), including all copies thereof and any data compilations derived from PHI and allowing identification of any individual who is the subject of the PHI. The obligation to return or destroy all PHI shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. If the return or destruction of PHI is not feasible, Business Associate shall provide Covered Entity written notification of the conditions that make return or destruction not feasible. Upon notification that return or destruction of PHI is not feasible, Business Associate shall continue to extend the protections of this BA Agreement to such information and limit further uses or disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible, for as long as Business Associate maintains such PHI. If Business Associate elects to destroy the PHI, Business Associate shall notify Covered Entity in writing that such PHI has been destroyed.

Section 5. Enforcement, Civil Monetary Penalties. The parties hereby acknowledge that in providing services pursuant to the Agreement, Business Associate is at all times acting as an independent contractor and not as an agent of the Covered Entity. In accordance with HIPAA, Business Associate hereby acknowledges that it/he/she will be directly liable for civil money penalties for: (i) impermissible uses and disclosures of PHI; (ii) failure to provide notifications of Breaches of Unsecured PHI to the Covered Entity; (iii) failure to provide access to a copy of electronic PHI to either the Covered Entity, the individual subject to the electronic PHI or the individual's designee, as designated by the Covered Entity; (iv) failure to disclose PHI where required by the Secretary to investigate or determine the Covered Entity's or Business Associate's compliance with HIPAA; (v) failure to provide an accounting of disclosures of PHI in accordance with the requirements of HIPAA; (vi) failure to comply with the requirements of the Security Rule; (vii) failure to limit PHI used and/or disclosed to the minimum amount necessary to accomplish the intended purpose; and (viii) failure to obtain the written agreement of its subcontractors or agents to be bound by the terms of this BA

Agreement and applicable law to the same extent as Business Associate.

Section 6. Indemnification.

(a) Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its owners, officers, employees and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorneys' fees, arising from or based upon any violation of this BA Agreement and/or HIPAA by Business Associate or any of its owners, officers, employees, agents and subcontractors.

(b) Covered Entity agrees to indemnify, defend and hold harmless Business Associate and its owners, officers, employees and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorneys' fees, arising from or based upon any violation of this BA Agreement and/or HIPAA by Covered Entity or any of its owners, officers, employees, agents and subcontractors.

Section 7. Construction. This BA Agreement shall be construed as broadly as necessary to implement and comply with HIPAA. The parties agree that any ambiguity in this BA Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA. In the event the terms of this BA Agreement conflict with the terms of the Agreement, the terms of this BA Agreement shall control.

Section 8. Captions. The captions contained in this BA Agreement are included only for convenience of reference and do not define, limit, explain or modify this BA Agreement or its interpretation, construction or meaning and are in no way to be construed as part of this BA Agreement.

Section 9. Notice. All notices and other communications required or permitted pursuant to this BA Agreement shall be in writing, addressed to the party at the address set forth at the end of this BA Agreement, or to such other address as any party may designate from time to time in writing in accordance with this Section. All notices and other communications shall be sent by: (i) registered or certified mail, return receipt requested, postage pre-paid; (ii) facsimile with a copy sent by First Class Mail, postage pre-paid; or (iii) hand delivery. All notices shall be effective as of the date of delivery if by hand delivery, two (2) days following the date of facsimile, or if by certified mail on the date of receipt, whichever is applicable.

Section 10. Assignment. This BA Agreement and the rights and obligations hereunder shall not be assigned, delegated, or otherwise transferred by either party without the prior written consent of the other party and any assignment or transfer without proper consent shall be null and void.

Section 11. Governing Law and Venue. This BA Agreement shall be governed by, and interpreted in accordance

with HIPAA, and the internal laws of the State in which the Covered Entity has its principal place of business, without giving effect to any conflict of laws provisions.

Section 12. Binding Effect; Modification. This BA Agreement shall be binding upon, and shall enure to the benefit of, the parties hereto and their respective permitted successors and assigns. This BA Agreement may only be amended or modified by mutual written agreement of the parties; provided, however, that in the event provisions of this BA Agreement shall conflict with the requirements of HIPAA, this BA Agreement shall automatically be deemed amended as necessary to conform to such legal requirements at all times.

Section 13. Waiver. The failure of either party at any time to enforce any right or remedy available hereunder with respect to any breach or failure shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

Section 14. Severability. In the event that any provision or part of this BA Agreement is found to be totally or partially invalid, illegal, or unenforceable, then the provision will be deemed to be modified or restricted to the extent and in the manner necessary to

make it valid, legal, or enforceable, or it will be excised without affecting any other provision of this BA Agreement, with the parties agreeing that the remaining provisions are to be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section 15. No Third-Party Beneficiaries. Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than Covered Entity, Business Associate and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities whatsoever.

Section 16. Counterparts. This BA Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute but one BA Agreement.

Section 17. Entire Agreement. This BA Agreement constitutes the entire agreement between the parties with respect to the matters contemplated herein and supersedes all previous and contemporaneous oral and written negotiations, commitments, and understandings relating thereto.

[Signatures on following page]

IN WITNESS WHEREOF, Covered Entity and Business Associate have each caused this BA Agreement to be executed in their respective names by their duly authorized representatives as of the Effective Date.

BUSINESS ASSOCIATE:

Association of County Commissions of Alabama

Signature: _____

Print Name/Title: Morgan Arrington, Attorney

Address: 100 North Jackson Street
Montgomery, AL 36103

Telephone: 334-263-7594

Facsimile: 334-263-7678

Contact Person: _____

COVERED ENTITY:

_____ County

Chairman Signature: _____

Print Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Contact Person: _____

Sheriff Signature: _____

Print Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Contact Person: _____

AGENDA

OCT 10 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *MLS*
DATE: September 18, 2017
RE: Contract No. 52200-14B-024
Commissary & Trust Fund Management

I request that the attached Amendment No. 1 to Keefe Commissary Network, LLC contract for commissary and trust fund management off-site service be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for ninety (90) days, beginning November 1, 2017 and ending on January 31, 2018. This will allow us time to issue a new bid.

All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 52200-14B-024

Amendment No. 1

Contract with Keefe Commissary Network for commissary and trust fund management off-site service, to be provided at Montgomery County Detention Facility is hereby extended for ninety (90) days beginning November 1, 2017 and ending January 31, 2018.

All other provisions of the contract will remain the same.

WITNESS:

KEEFE COMMISSARY NETWORK, LLC

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

OCT 10 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *mps*

DATE: September 18, 2017

RE: Contract No. 51965-14B-014
Internet Service

I request that the attached Amendment No. 1 to Level 3 Communications contract for internet service be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for thirty (30) days, beginning October 2, 2017 and ending on October 31, 2017.

All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Lou Ialacci, Chief Information and Technology Officer.

Attachment

1

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

Amendment
To
Contract # 51965-14B-014

Amendment No. 1

Contract with Level 3 Communications for internet service, is hereby extended for thirty (30) days beginning October 2, 2017 and ending October 31, 2017.

All other provisions of the contract will remain the same.

WITNESS:

LEVEL 3 COMMUNICATIONS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

OCT 10 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: September 8, 2017

RE: Contract No. 51988-17B-001
Employee Luncheon

I request that the attached Amendment No. 1 to Chappy's Deli of Montgomery contract for employee luncheon be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning November 21, 2017 and ending on November 20, 2018.

Chappy's Deli of Montgomery would like to increase pricing by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

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

**Amendment
To
Contract # 51988-17B-001**

Amendment No. 1

Contract with Chappy's Deli of Montgomery for employee luncheon is hereby extended for one (1) year, beginning November 21, 2017 and ending November 20, 2018.

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

All other provisions of the contract remain the same.

WITNESS:

CHAPPY'S DELI OF MONTGOMERY

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

OCT 10 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: September 8, 2017

RE: Contract No. 51988-17B-003
Catering of Food Trays

I request that the attached Amendment No. 1 to Chappy's Deli of Montgomery contract for catering of food trays be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning November 21, 2017 and ending on November 20, 2018.

Chappy's Deli of Montgomery would like to increase pricing by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 51988-17B-003

Amendment No. 1

Contract with Chappy's Deli of Montgomery for catering of food trays is hereby extended for one (1) year, beginning November 21, 2017 and ending November 20, 2018.

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

All other provisions of the contract remain the same.

WITNESS:

CHAPPY'S DELI OF MONTGOMERY

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

OCT 10 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: September 13, 2017

RE: Contract No. 51901-15B-028
Janitorial Services

I request that the attached Amendment No. 3 to Falls Facility Services, Inc. contract for janitorial services be considered for approval on a future agenda.

Amendment No. 3 will allow the contract to be extended for one (1) year, beginning November 16, 2017 and ending on November 15, 2018.

Falls Facility Services, Inc. would like to increase pricing by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 51901-15B-028

Amendment No. 3

Contract with Falls Facility Services, Inc. for janitorial services is hereby extended for one (1) year, beginning November 16, 2017 and ending November 15, 2018.

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

All other provisions of the contract remain the same.

WITNESS:

FALLS FACILITY SERVICES, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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

AGENDA

OCT 10 2017

September 26, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Payment of 2018 Membership Dues to the Association of County Administrators of Alabama (ACAA)

The Montgomery County Commission, at its meeting on September 25, 2017, agreed to place on the next agenda the payment of 2018 Membership Dues to the Association of County Administrators of Alabama (ACAA) for Administrator Donald L. Mims and Deputy Administrator Florence M. Cauthen.

I am requesting approval of this item.

DLM/tn

Attachment

- A COUNTY OLDER THAN THE STATE -

P.O. Box 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

ACAA MEMBERSHIP APPLICATION & RENEWAL FORM

For 2018 Membership Year
(January 1 - December 31, 2018)

County: _____ County Website: _____

Address/City/Zip: _____

Telephone: _____ Fax: _____

In order to continue to receive all Association of County Administrators of Alabama (ACAA) mailings, persons must be current ACAA members. Please add the names below of all eligible members from your county, along with their titles and email addresses, who wish to join ACAA. Eligible members include county commission Administrators; Assistant Administrators; and any other persons, by whatever title designated, who performs the duties of Administrators or Assistant Administrators to the various governing bodies of the State of Alabama. Renewal of membership in ACAA for 2018 is due by November 30, 2017. Direct any questions regarding ACAA renewal to Paulette Williams at 334-263-7594.

Name: _____ Title: _____ Email: _____

Name: _____ Title: _____ Email: _____

Name: _____ Title: _____ Email: _____

Name: _____ Title: _____ Email: _____

(use additional paper, if needed)

Total Amount Enclosed: \$ _____ (\$150 Administrator + \$75 each Asst. Admin. and Others)

Payment Due Upon Receipt

Please make check payable to ACAA and mail to:

ACAA - P.O. Box 5040 - MONTGOMERY, AL 36103

Tammy Nix

From: Paulette Williams <pwilliams@alabamacounties.org>
Sent: Thursday, September 14, 2017 10:57 AM
To: Tammy Nix
Subject: ACAA Membership Renewal for 2018

[Click here](#) to view the web version of this mailing.

September 14, 2017

ACAA Membership Renewal for 2018

Dear Association of County Administrators of Alabama Members:

Click the link to download the [ACAA membership application/renewal form](#). Please complete the form and mail it with your dues payment by November 30, 2017. If you would prefer to pay your dues by credit card, please call Paulette Williams in the ACCA Office at 334-263-7594 and I can process the payment over the phone.

Annual membership dues are \$150.00 for Administrators and \$75.00 for each Assistant Administrator or other eligible persons.

If you have any questions regarding this email please contact Paulette Williams at 334-263-7594 or [email](#).

Thanks for your continued support of and participation in ACAA!

Paulette Williams
Receptionist

Association of County Administrators of Alabama
an affiliate of the Association of County Commissions of Alabama
P.O. Box 5040, Montgomery, AL 36103
t: 334.263.7594 | f: 334.263.7678

If you no longer wish to receive emails from us, please [click here to unsubscribe](#).

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

AGENDA

OCT 10 2017

September 26, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Proposal for Topographic Survey Services at the New Montgomery County
Department of Human Resources (MCDHR) Building

The Montgomery County Commission, at its meeting on September 25, 2017, agreed to place on the next agenda a Proposal from Larry Speaks & Associates for topographic survey services at the new Montgomery County Department of Human Resources (MCDHR) building and site development, PH&J No: 1711-GV.

I am requesting approval of this item.

DLM/tn

Attachment

- A COUNTY OLDER THAN THE STATE -

P.O. Box 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210



ARCHITECTS & INTERIOR DESIGN
Founded 1957 ♦ Pearson, Humphries, & Jones Architects

807 South McDonough Street ♦ Montgomery, AL 36104-5080 ♦ P.O. Box 215-36101
334-265-8781 ♦ www.phjarchitects.com ♦ phj@phjarch.com

Patrick T. Addison, AIA

Harrell G. Gandy, AIA

E. Griffin Harris, AIA

Renis Jones III, AIA

Wednesday, September 06, 2017

Mr. Donnie Mims, Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Proposals from Larry Speaks & Associates for Topographic
Survey Services at the New Montgomery County Department of
Human Resources (MCDHR) Building and Site Development
PH&J No: 1711-GV

Mr. Mims:

I have received the proposal from Larry E. Speaks & Associates, Inc. for the survey services for the New Montgomery County Department of Human Resources (MCDHR) Building and Site Development as directed by my letters dated August 29, 2017. Based on my review of the proposal, we would recommend that the Montgomery County Public Building Authority accept Speaks proposal, based on the proposed price of \$12,000.00 for completing the requested services.

If the proposal is acceptable to the Public Building Authority, please let me know, so I get Speaks to schedule the survey work.

If you or the Public Building Authority have any questions, please don't hesitate to call.

Thanking you in advance, I am

Sincerely,

Patrick T. Addison, AIA, NCARB

CC: Florence Cauthen, Lamar Allen, Sherrill Thomas, Tena Barnes

LARRY E. SPEAKS & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

535 Herron Street
Montgomery, Alabama 36104
Telephone: 334.262.1091
Facsimile: 334.262.2211



AIRPORTS
BRIDGE DESIGN
CONSTRUCTION MANAGEMENT
ENVIRONMENTAL PERMITS
HIGHWAY DESIGN
LAND DEVELOPMENT PLANNING & DESIGN
LAND USE STUDIES
MUNICIPAL WORKS
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SEWAGE COLLECTION, TREATMENT & DISPOSAL
SOLID WASTE LANDFILLS
STORM DRAINAGE STUDIES & DESIGN
SUBDIVISIONS
SURVEYING: LAND SURVEYS
CONSTRUCTION SURVEYS
TOPOGRAPHIC MAPS
WATER SUPPLY, TREATMENT & DISTRIBUTION

Via Email: paddison@phjarch.com

September 1, 2017

Montgomery County Commission
c/o PH & J Architects
807 South McDonough Street
Montgomery, Alabama 36104

ATTN: Mr. Patrick Addison

**RE: Proposal for Land Surveying Services
Montgomery County Department of Human Resources –Topographic Survey
3030 Mobile Highway, Montgomery, Alabama**

Dear Mr. Addison:

This is a proposal to provide a Topographic Survey for the above referenced property located in Montgomery, Alabama. Attached you will find a highlighted sketch of the subject parcel. Based on the Montgomery County Property Record Card, the survey will include approximately 14.50 acres.

The intent of this survey is for the site development of a new Montgomery County DHR Facility. The survey extents will include not only the DHR Facility but also the Montgomery County Dept. of Public Health Facility. Overall coming to 14.50 acres.

The survey will include the following:

1. **Property boundary**: Location of all boundary lines and property corners. The survey will be referenced to Alabama State Plane coordinates.
2. **Streets**: Show on-site and adjacent streets, roads, curbs, sidewalks, etc. including the width and type of pavements, and width of right of ways.
3. **Topographic Data**: The survey will include one foot contours intervals over the entire site and extend into the adjacent streets. If the terrain changes significantly at the property line we will show the change in elevations.

The survey will provide spot elevations on an appropriate grid, along property lines, top and bottom of curbs, top and bottom of ditches and banks, floor elevations of existing structures, existing water bodies is applicable. We will provide temporary benchmarks on the site, the number based on the size of the survey area.

September 1, 2017

Mr. Patrick Addison

RE: Proposal for Land Surveying Services

Montgomery County Dept. of Human Resources- Topographic Survey

3030 Mobile Highway, Montgomery, Alabama

Page Two

4. **Utilities:** Furnish size, location, inverts, etc. of water, sanitary sewer, storm sewer, and gas lines, including stud-outs, manholes, fire hydrants, and inlets. We will call the Alabama Line Location services and local utilities to locate there infrastructure. If information is not obtainable, we will note that utilities could not be located. All visible utilities will be shown on the survey. We will use the old design maps as a guide to help in the location of the utilities.
5. **Tree:** Locate and show size and species of all significant trees. We will show all trees 6" dia. or larger, isolated trees 3" dia. or larger and clusters of trees and/or landscaping. We will also locate trees along property lines and in the right of way of adjacent streets.
6. **Restrictions:** Show all restrictions, easements, etc. on the property as provided by the owner or client. We will check recorded plats for easements and restrictions. We will contact the local municipality to check zoning restrictions and setbacks. All information provided by the client will assist in checking restrictions to the property. Should the client request a title search, we can provide a separate proposal for this service.
7. **Structures:** Show all existing structures and/or remains of structures, larger boulders, rock outcrops, visible wells, springs, fences, walls hedges and other physical characteristics of the property. Show offset dimensions of buildings to the property lines.
8. **Final Prints:** Provide final bond copies (one set), electronic PDF file, electronic AutoCAD release 2017 file, and CAD pen settings.

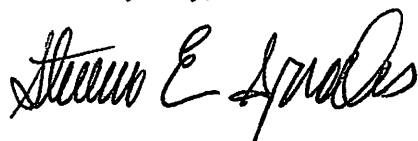
We estimate approximately four (4) survey crew days to complete the field work and several days of CAD time to develop the topographic survey of the site. We estimate the cost to provide the completed topographic survey for a lump sum amount of \$12,000.

We can begin the survey work one week following your notice to proceed. We are in receipt of some of the original design drawings for the site. Please provide us any other information that you believe can assist us.

We look forward to working with you on this project.

Please let me know if we can answer any questions.

Yours very truly,



Steven E. Speaks, PE, PLS

Enclosures.

Cc: file

By Signature below, I accept the above proposal,
and authorize Larry E. Speaks & Associates, Inc.
to proceed with work on this project.

Signature & Date

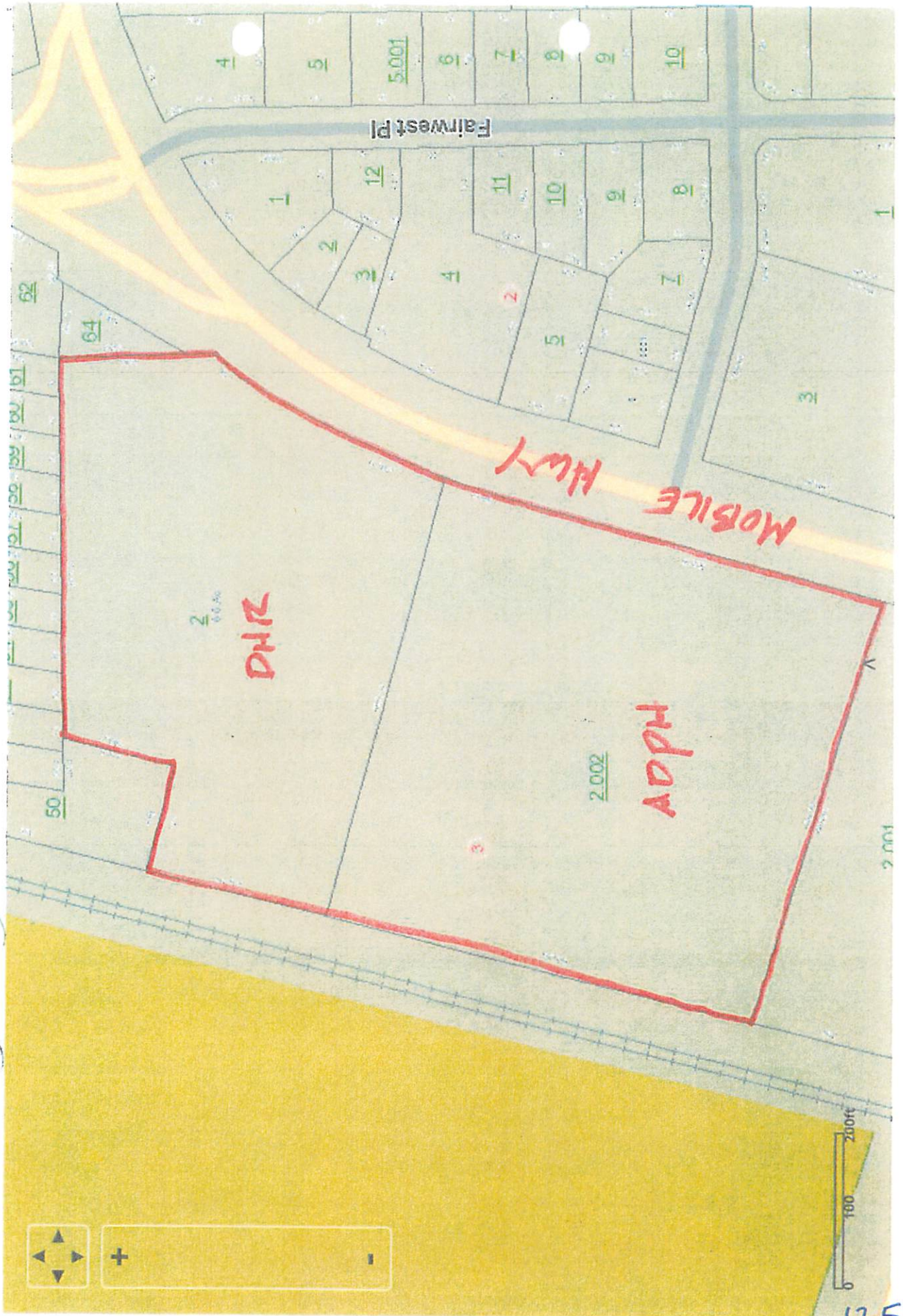


Montgomery

OneView

Help

Employee Login



12-5



LARRY E. SPEAKS & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

535 Herron Street
Montgomery, Alabama 36104
Telephone: 334.262.1091
Facsimile: 334.262.2211

AIRPORTS
BRIDGE DESIGN
CONSTRUCTION MANAGEMENT
ENVIRONMENTAL PERMITS
HIGHWAY DESIGN
LAND DEVELOPMENT PLANNING & DESIGN
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MUNICIPAL WORKS
PARKS & RECREATION FACILITIES

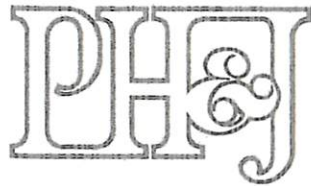
SEWAGE COLLECTION, TREATMENT & DISPOSAL
SOLID WASTE LANDFILLS
STORM DRAINAGE STUDIES & DESIGN
SUBDIVISIONS
SURVEYING: LAND SURVEYS
CONSTRUCTION SURVEYS
TOPOGRAPHIC MAPS
WATER SUPPLY, TREATMENT & DISTRIBUTION



HOURLY RATE FEES

Effective: December 1, 2016

STEVEN E. SPEAKS - Licensed Professional Engineer and Land Surveyor	\$195.00
GREGORY M. GILLIAN - Licensed Professional Engineer and Land Surveyor	\$195.00
EXPERT WITNESS	\$350.00
PAUL McCLENDON – Licensed Professional Engineer	\$145.00
BRIAN McBRAYER – Licensed Professional Engineer	\$145.00
C. GREGORY HARTSELL - Project Manager/Inspector	\$100.00
ENGINEERING ASSISTANT	\$90.00
LAND SURVEYING PROJECT MANAGER	\$90.00
ENVIRONMENTAL SCIENTIST	\$100.00
SURVEY PARTY (4-Man)	\$220.00
(3-Man)	\$190.00
(2-Man)	\$165.00
G.P.S. FIELD CREW	\$300.00
COMPUTER CALCULATIONS (Survey Party Dumping Data)	\$90.00
DRAFTING: Senior Draftsman	\$90.00
Junior Draftsman	\$70.00
OFFICE MANAGER / SECRETARY	\$90.00
SECRETARY	\$65.00
ENGINEERING AIDE	\$50.00
MILEAGE FOR JOBS OUTSIDE MONTGOMERY	\$0.55/mile



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA
Harrell G. Gandy, AIA

J. Roland Pond, AIA
Renis O. Jones, III, AIA

E. Griffin Harris, AIA
Patrick T. Addison, AIA

Tuesday, August 29, 2017

Mr. Steven Speaks
Larry E. Speaks & Associates, Inc.
535 Harron Street
Montgomery, AL 36104

COPY

RE: Proposal for Topographic Survey for the New Montgomery County Department of Human Resources Building and New Site Development at 3030 Mobile Highway, Montgomery, Alabama 36108
PHJ# 1711-GV

On behalf of the Owner, we request a proposal from you to provide a topographic, utility and boundary survey of the existing Montgomery County Department of Human Resources site and the adjacent Montgomery County Health Department Building site. Attached are PDF's drawings of these two sites to help in your coordination and use in preparing the requested proposal.

The following is a summary of items that affect the planning of the building and which should appear on the survey. Accuracy and completeness are most important; one change order resulting from incomplete or erroneous information can more than offset the entire cost of a carefully done survey.

1. **Property:** Provide property line map with bearings, lengths of boundary lines and monuments. Please provide State plane coordinates for the property corners.
2. **Streets:** Show on-site and adjacent streets, roads, curbs, sidewalks, etc., including width and type of pavements, and width of right-of-ways.
3. **Topography:** Indicate contours at 1'-0" intervals over entire lot and in area between lot and adjacent streets (may be at greater intervals for sloping lots, along banks, etc.). Extend contours several feet past property line in all directions, especially if the terrain changes right at the line.

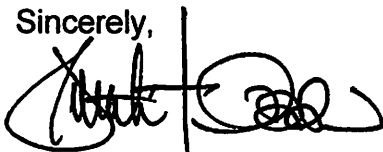
Provide spot elevations on an appropriate grid, along property lines, top and bottom of curbs, top and bottom of ditches and banks, of floor and existing structures, of normal level of lakes, ponds, etc., centerline and edge along all roads bounding upon or leading to the property, and at base of all surveyed

trees. Indicate benchmarks used in running levels and orientation arrow. Provide a minimum of two (2) permanent benchmarks.

4. **Utilities:** Furnish size, location, inverts, etc. on water, sanitary storm, sewers, and gas facilities, including mains, stud-outs, manholes, fire hydrants, and inlets. If information is not obtainable, make note that utilities do or do not exist, or that data is approximate only. Locate poles, guys, underground tanks, disposal fields, etc. Include abandoned as well as active lines.
5. **Trees:** Locate and show size and species of all trees, which are of value to the property. (Generally, show all trees above 6" trunk diameter, all isolated trees above 3", and indicate outline of mass trees.) Indicate trees on property and in right-a-way at street. Show trees 12" and up which are on adjoining property if foliage overhangs boundary.
6. **Restrictions:** Show all restrictions, easements, etc. on property, including set-back requirements from municipal and plat restrictions. If there are no restrictions or easements, so state.
7. **Structures:** Show all existing structures or fixed remains of structures, large boulders, wells, springs, fences, walls, hedges or other physical characteristics of property. Indicate the approximate alignment of buildings on adjacent properties.
8. **Prints:** Please furnish, 1 Bond reproducible, electronic PDF file, electronic file compatible with AutoCAD release 2017, and your cad pen settings.

Indicated in your proposal, your time line for providing these surveys.

Sincerely,



Patrick T. Addison, AIA
Principal



Tena M. Barnes, AIA
Project Architect

Cc: File

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
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AGENDA

OCT 10 2017

September 26, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Payment of Invoice for Services Provided by Public Affairs Research Council of Alabama

The Montgomery County Commission, at its meeting on September 25, 2017, agreed to place on the next agenda the payment of Invoice from the City of Montgomery for services provided by the Public Affairs Research Council of Alabama for Analysis of Budget Trends for Montgomery Public Schools Core Spending Budgets (2013-2017) in the amount of \$18,000.

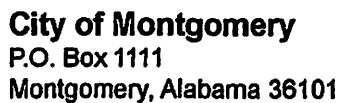
I am requesting approval of this item.

DLM/tn

Attachment

- A COUNTY OLDER THAN THE STATE -

P.O. BOX 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210



Customer Number: CU000015
Invoice Number: AR001838
Invoice Date: 06/30/17
Terms: DUE UPON RECEIPT

To: MONTGOMERY COUNTY COMMISSION
MS SHERRILL THOMAS
P O BOX 1667
MONTGOMERY, AL 36102-1667

Transaction Date	Description	Amount
06/30/17	40% PARCA (145,000 x 40%) (SEE ATTACHED)	18,000.00

6/26/17 Invoice	\$ 22,500
10/21/16 Invoice	\$ 22,500
Total	<u>\$ 45,000</u>

Total Due	18,000.00
------------------	------------------

Please make checks payable to

City of Montgomery
Attn: Finance Department
P.O. Box 1111
Montgomery, Alabama 36101

Customer Number:	CU000015
Invoice Number:	AR001838
Invoice Date:	06/30/17
Total Amount Due \$	18,000.00

Total Payment \$ _____

INVOICE

Public Affairs Research Council of Alabama
P.O. Box 293931
Samford University
Birmingham, AL 35229

CITY OF MONTGOMERY
JUN 30 2017
PROCESSED / PAID

June 26, 2017

TO: Finance Department
City of Montgomery
P.O. Box 1111
Montgomery, AL 36101-1111

Montgomery Public Schools Budget (Final Payment)..... \$22,500.00
Delivery of tools to take-over team



13-3

INVOICE

Public Affairs Research Council of Alabama
P.O. Box 292300
Samford University
Birmingham, AL 35229-7017

October 21, 2016

TO: FINANCE DEPARTMENT
ATTN: MAYOR'S OFFICE
CITY OF MONTGOMERY
P. O. BOX 1111
MONTGOMERY, AL 36101-1111

Montgomery Public Schools Budget (Project Initiation Fee)..... \$22,500.00

TOTAL DUE..... \$22,500.00

Vendor # 0913743
0019990 - 77668

13.4

AGENDA

OCT 10 2017

September 15, 2017

MEMORANDUM

TO: Montgomery County Commission

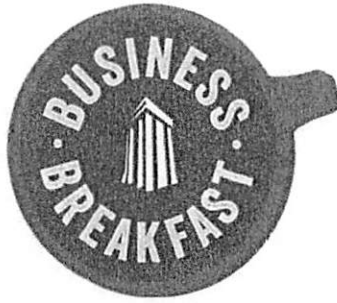
FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: AUM Business Breakfast Corporate Sponsorship

OutReach at Auburn Montgomery has asked the County Commission to renew its \$1,000 sponsorship of the AUM Business Breakfast Series. The sponsorship includes a reserved table for eight at the two Montgomery breakfasts and the joint breakfast in March, as well as a seat at the head table for each event.

I request that approval of the \$1,000 AUM Business Breakfast Corporate Sponsorship be placed on the next agenda.

Attachment



Sponsorship Agreement
Montgomery County Commission

**AUM Business Breakfast Corporate Sponsorship
2017-2018**

OutReach at Auburn Montgomery thanks you for your support of the AUM Business Breakfast Series. The AUM Business Breakfast is an opportunity to bring business and academic leaders together to hear national, state and local speakers on cutting edge topics that affect our community, as well as enhance our business operations. This program gives you and your colleagues a chance to network with movers and shakers in the River Region, as well as an opportunity to gain new business clients.

As a Corporate Sponsor, your business will:

- Have exclusive sponsorship rights at all AUM Business Breakfast events (MGM)
- Have a representative of your organization seated at the head table at each Business Breakfast
- Have your logo appear on all marketing pieces of the Business Breakfast Series
- Have your name appear on all centerpieces of the tables at each breakfast
- Receive 8 tickets for a reserved table for distribution to your employees, clients, or potential customers
- Be able to distribute materials about your organization
- Includes two breakfasts in Montgomery and one joint Business Breakfast event (to be held in March)

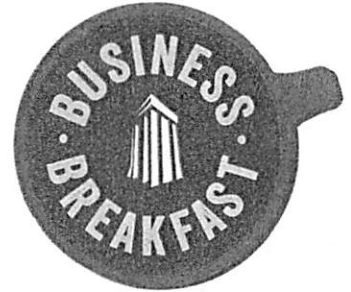
Cost: \$1000

If you have any questions, please contact Laura Chambliss at 334-244-3660. Upon your approval, please sign below and email to Laura.Chambliss@AUM.edu.

Authorized Signature to Purchase Sponsorship

Date

2017-18 AUM Business Breakfast Series



- **October 3rd – Wynlakes Golf & Country Club**
Bruce Pearl, Head Men's Basketball Coach at Auburn University
Speaking on: How Marketing Basketball Translates to Business
- **November 9th – The Legends, Prattville, AL**
J. Walker Smith, Exec. Chairman of Kantar Futures
Speaking on: Generations Matter: Things you need to know about Boomers vs. Millennials, and Why it Matters
"As Millennials take center stage in the marketplace, a fresh understanding of consumers is imperative. The next generation will not be a reprise of young Baby Boomers, nor will Boomers be completely out of the picture. In this presentation, generational expert and Kantar Futures Executive Chairman J. Walker Smith will offer a simple yet powerful framework for thinking about generational cohorts, and he will use it to identify a few key things to know about the future of marketing and selling to different generations."
- **January 23rd – Wynlakes Golf & Country Club**
Phil Bush, Director, MavRen Marketing and Sales
Speaking on: The Industrial Internet of Things: The Opportunity is Vast and Omnipresent
By attending this session, you will gain understanding:
 - That the Internet as a Business Vehicle is in its Infancy
 - The Internet of Things as it is Defined by the General Public
 - The Internet of INDUSTRIAL Things as the real place the Internet is going as Business Vehicle/Tool
- **February 27th – The Legends, Prattville, AL**
Peggy Brockman, Author, inspirational speaker and business coach
Speaking on: Growing from Stuck to W.O.W (Watch Out World)
Have you ever felt stuck in life or business? Everyone does – whether you want to admit or not! Peggy Brockman, inspirational and Business Coach will help you and your employees learn tips on how to go from ordinary to extraordinary, how and why you need to break through your comfort zone and challenge yourself and employees to be better. She will give tips on importance of improving your attitude, eliminating old beliefs and making choices that propel you forward in business and life. After attending this breakfast, you and your employees will be empowered to create and concentrate on your purpose, vision, and goals.

- ***Joint Breakfast* March 20th – Wynlakes Golf & Country Club**

William Espey, Branding Visionary, Chipotle Mexican Grill

Speaking on: Consumer Engagement: The Power of Creating a Transcendent Experience

William Espey serves as lead of Branding and Marketing for Chipotle, a breakout success restaurant that went from a small set of restaurants in Denver to a publicly traded international brand with more than 2,000 restaurants worldwide. He started with Chipotle over 15 years ago as the sole branding visionary when it had fewer than 20 locations. William Espey, a leading expert with real life experience will share with the audience on how to create a lasting connection with customers; companies need to create an over-all brand experience that engages the audience in a way that, for at least a moment, is transcendent. Like getting lost in a good film or a book's plotline, a complete brand experience can have the same effect—captivating customers and leaving them craving more. William explores what he calls Transcendental Motivation and how it can create consumer engagement that goes beyond a single transaction. William Espey also led the branding and marketing efforts of the survival and recovery of the food safety crisis that Chipotle experienced in 2015.

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
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FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

September 25, 2017

AGENDA

OCT 10 2017

MEMORANDUM

TO: Montgomery County Commission
FROM: Donald L. Mims, County Administrator *DLM*
SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) and to sign the contracts:

- C-2018-1: Montgomery YMCA, for Cleveland Avenue YMCA's Operational Expenses - \$750; (Harris)
- C-2018-2: Arthritis Foundation, Inc., for the Southeast Region-Montgomery, for Program Services - \$1,000; (Walker)
- C-2018-3: Communities Improvement Association, Inc., to Assist in the Remodeling of the Mount Meigs Community Center Facility, Maintenance and Beautification to the Grounds and Sports Facilities - \$1,000; (Singleton)
- NC-2018-1: City of Montgomery, to be used by BONDS to Support the Stone Park Homeowners Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$2,500; (Singleton)
- NC-2018-2: City of Montgomery, to be used by BONDS to Gibson Hills Homeowners Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Singleton)

From fund code 001-59320-494 (Commissioner's Education Miscellaneous Appropriations) to:

- BOE-2018-1: BOE, Park Crossing High School, for Athletics Program - \$3,000; (Singleton)
- BOE-2018-2: BOE, Park Crossing High School, for Band Program - \$500; (Singleton)

DLM/tll

- A COUNTY OLDER THAN THE STATE -

P.O. BOX 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

AGENDA

OCT 10 2017

September 21, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator 

RE: Final Pay Application-Liberty Construction

Please find attached the final pay application in the amount of \$1,705.00 from Liberty Construction for its portion of work completed for Lawrence Street parking modifications. I request that approval of the pay application be placed on the next agenda.

May 22, 2017

Mr. Donnie Mims
Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36110
Phone: 334.270.4255

RE: **Modifications of Existing Lawrence St.
JMR+H Architects, PC PROJECT No. 15-401
Application and Certification for Payment No. Three (3)-FINAL**

Dear Mr. Mims:

Four (4) copies of the referenced Application submitted 22 May 2017 by Liberty Construction Company and received on 22 May 2017 are enclosed. This Application, representing approximately **100%** complete with payment due the contractor for **\$1705.00** has been reviewed and approved in accordance with the contract requirements.

Please review and process for payment. **We request that JMR+H be provided a copy of the transmittal of payment to the contractor for our records.**

Should you have any questions, please contact me.

Best Regards,

JMR+H Architecture, P.C.



David Sawicki
Director Contract Administration

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF ONE

PAGES

TO OWNER: Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36104

PROJECT: Modification of Existing Lawrence St
Parking - Annex III
Montgomery County Courthouse
Montgomery, AL

3

FINAL

Distribution to:

☐	OWNER
☒	ARCHITECT
☐	CONTRACTOR
☐	
☐	

FROM CONTRACTOR:

Liberty Construction Co., LLC
P.O. Box 211041
Montgomery, AL 36121

VIA ARCHITECT: JMR+H Architecture
445 Dexter Ave
Suite 5050
Montgomery, AL 36104

PERIOD TO: 5/22/17

PROJECT NOS: 15-401

CONTRACT DATE: 6/22/16

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	68,200.00
2. Net change by Change Orders	\$	(3,674.00)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	64,526.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	64,526.00
5. RETAINAGE:		
a. % of Completed Work (Column D + E on G703)	\$	0
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	64,526.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	62,821.00
8. CURRENT PAYMENT DUE	\$	1,705.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTRACTOR:



By: _____ Date: 5/22/17

State of: Alabama
County of: Montgomery
Subscribed and sworn to before me this 2nd day of May, 2017
Notary Public: *Amber Jones*
My Commission expires: 3-16-2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 1,705.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:



By: _____ Date: 5.22.17

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5292

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

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Note: Items in RED FONT are automatically calculated from the G703 form or from items within this G702 Form. Do NOT hand enter these items on this sheet.

16-3

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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

AGENDA

OCT 10 2017

September 26, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Appropriation to Pilgrim-Providence Water and Fire Protection Authority

The Montgomery County Commission, at its meeting on September 25, 2017, agreed to place on the next agenda an appropriation in the amount of \$41,100 to the Pilgrim-Providence Water and Fire Protection Authority for the purchase of a water pump.

I am requesting approval of this appropriation.

/tn

- A COUNTY OLDER THAN THE STATE -

P.O. Box 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

Donald Smith Company, Inc.

746 East Main Street • Headland, Alabama 36345 • (334) 693-2969 • Fax (334) 693-3089

August 4, 2017

Ms. Joyce Hubbard
Pilgrims Providence Water Authority
P.O. Box 143
Ramer, Alabama 36069

RE: Pilgrims Providence Water Well

Dear Ms. Hubbard:

After completion of testing, we recommend removal and replacement. Our test yesterday indicates production is down to 42 gallons per minute while producing large amounts of oil. This unit is past due for refurbishment/replacement. Our file indicates this pumping unit is 28 plus years old.

Please review following recommendations:

- Utilize existing motor and discharge head while replacing tension box bearing assembly.
- Furnish all new oil lube column assembly which includes: column, oil tubing, lineshaft bearings, and shafting.
- Furnish new oil lube turbine pump with suction pipe and stainless steel airline.
- One well cleaning and disinfection.

Cost estimate at this time to complete this project is **\$41,100.00**. This estimate is based off materials stated and labor to complete this project. Please allow 2 weeks for delivery of materials upon approval.

If you have any questions concerning this proposal, please feel free to contact me anytime. We look forward to assisting you with this project.

Thanks,

DONALD SMITH COMPANY, INC



Matt Singletary
Matt Singletary
Pump Division

Water Wells • Pumps & Service • Utility Construction
Drilling Wells and Pumping Water Since 1946

BRANCH
P.O. Box 38
Shannon, MS 38868
Phone: (662) 767-9777
Fax: (662) 767-3107

FINANCIAL FEASIBILITY REPORT FOR PILGRIM PROVIDENCE WATER AUTHORITY

Pilgrim Providence Water Authority, located in South Montgomery County, Alabama, was incorporated in 1982. It is a rural water utility that serves 194 customers and has 26 miles of water lines. There are two storage tanks and one well. It has one connection to Montgomery Water Works for emergency use only.

The pump, which was installed when the system was started, is finally on its last leg. It has been pumping below capacity recently and there is oil in the water at the well. Attached is the recommendation for the repairs and replacement of the pump. The motor also needs replacing but there is one, on site, that can be used.

We have been assured that the well is fine and sufficient for our needs now and in the future.

Replacing the pump is necessary for the system to furnish water to its customers. This is a small water system and over half of its customers are low-income minorities. Most of the customers are minimum water users. There is one agriculture commercial user that needs water for cattle.

The water system is pretty much depreciated and funds are limited. There is only one employee who manages and operates the system. Repairs and meter reading is sub-contracted out. Expenses are watched closely and rates have been increased to be in line with other adjoining systems. An increase, large enough to off set the cost of repairs, would be a hardship on many of the customers of the system.

A new pump will insure that the customers, in the service area, will have sufficient water for many years to come. It is past time for an upgrade and maintenance on the pump.

It is with great hope that the Pilgrim Providence Water Authority can obtain funds for this project and continue to provide safe and reliable water for its customers.

Form RD 442-3
(Rev. 3-97)

BALANCE SHEET

Name **PILGRIM PROVIDENCE
WATER AUTHORITY**

Address **P O BOX 143
RAMER, AL 36069**

	01 01 17 Month Day Year Current Year	01 01 16 Month Day Year Prior Year
ASSETS		
CURRENT ASSETS		
1. Cash on hand in Banks	36,463	43,176
2. Time deposits and short-term investments	2,912	2,912
3. Accounts receivable		
4. Less: Allowance for doubtful accounts	()	()
5. Inventories		
6. Prepayments		
7. DEBT SERVICE RESERVE CD	25,351	25,339
8. REPLACEMENT EXTENSION CD	11,673	11,673
9. Total Current Assets (Add 1 through 8)	76,400 \$0.00	83,100 \$0.00
FIXED ASSETS		
10. Land	51,297	51,297
11. Buildings		
12. Furniture and equipment	1,003	1,003
13.	1,210,216	1,210,216
14. Less: Accumulated depreciation	(1,199,399)	(1,190,399)
15. Net Total Fixed Assets (Add 10 through 14)	72,117 \$0.00	72,117 \$0.00
OTHER ASSETS		
16.		
17.		
18. Total Assets (Add 9, 15, 16 and 17)	148,517 \$0.00	155,217 \$0.00
LIABILITIES AND EQUITIES		
CURRENT LIABILITIES		
19. Accounts payable		
20. Notes payable		
21. Current portion of USDA note	11,000	10,000
22. Customer deposits		
23. Taxes payable		
24. Interest payable		
25.		
26.		
27. Total Current Liabilities (Add 19 through 26)	11,000 \$0.00	10,000 \$0.00
LONG-TERM LIABILITIES		
28. Notes payable USDA	170,000	182,000
29.		
30.		
31. Total Long-Term Liabilities (Add 28 through 30)	170,000 \$0.00	182,000 \$0.00
32. Total Liabilities (Add 27 and 31)	181,000 \$0.00	192,000 \$0.00
EQUITY		
33. Retained earnings	(32,483)	(36,783)
34. Memberships		
35. Total Equity (Add lines 33 and 34)	(32,483) \$0.00	(36,783) \$0.00
36. Total Liabilities and Equity (Add lines 32 and 35)	148,517 \$0.00	155,217 \$0.00
CERTIFIED CORRECT	Date	Appropriate Official (Signature)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 5775-0013. The time required to complete this information is estimated as average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

RD 442-3 (Rev. 3-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
STATEMENT OF BUDGET, INCOME AND EQUITY

Schedule 1

Name **PILGRIM PROVIDENCE
WATER AUTHORITY**

Address **P O BOX 143
RAMER, AL 36069**

(1) OPERATING INCOME	PRIOR YEAR Actual (2)	ANNUAL BUDGET BEG <u>1/1/2017</u> END <u>12/31/2017</u> (3)	For the _____ Months Ended CURRENT YEAR Actual Data		Actual YTD (Over) Under Budget Col. 3 - 5 = 6 (6)
			Current Quarter (4)	Year To Date (5)	
1. WATER REVENUE	81,052	75,000			0
2. INTEREST	13	15			0
3.					0
4.					0
5. Miscellaneous					0
6. Less: Allowances and Deductions					0
7. Total Operating Income (Add lines 1 through 6)	81,065 0	75,015 0	0	0	0
OPERATING EXPENSES					
8. UTILITIES	8,672	9,000			0
9. TESTING & CHEMICALS	3,397	3,500			0
10. INSURANCE	3,617	3,650			0
11. REPAIRS & MAINTENANCE	18,921	10,000			0
12. METER READING	4,800	4,500			0
13. ADMINISTRATION	27,118	30,000			0
14. MISCELLANEOUS	0	0			0
15. Interest	10,600	9,050			0
16. Depreciation	0	0			0
17. Total Operating Expense (Add Lines 8 through 16)	77,125 0	70,000 0	0	0	0
18. NET OPERATING INCOME (LOSS) (Line 7 less 17)	3,940 0	5,015 0	0	0	0
NONOPERATING INCOME					
19.					0
20.					0
21. Total Nonoperating Income (Add 19 and 20)	0	0	0	0	0
22. NET INCOME (LOSS) (Add lines 18 and 21)	3,940 0	5,015 0	0	0	0
23. Equity Beginning of Period	36,783	40,723			0
24.					0
25.					0
26. Equity End of Period (Add lines 22 through 25)	40,723 0	45,738 0	0	0	0

Budget and Annual Report Approved by Governing Body

Quarterly Reports Certified Correct

Secretary

Date

Appropriate Official

Date

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 2-1/2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

SUPPLEMENTAL DATA

The Following Data Should Be Supplied Where Applicable

Schedule I

Page 2

Circle One

1. ALL BORROWERS

- a. Are deposited funds in institutions insured by the Federal Government?
- b. Are you exempt from Federal Income Tax?
- c. Are Local, State and Federal Taxes paid current? *n/a*
- d. Is corporate status in good standing with State?

☒ Yes ☐ No
☒ Yes ☐ No
☐ Yes ☐ No
☒ Yes ☐ No

e. List kinds and amounts of insurance and fidelity bond: Complete Only when submitting annual budget information:

Insurance Coverage and Policy Number	Insurance Company and Address	Amount of Coverage	Expiration Date of Policy
Property Insurance Policy # _____	_____	_____	_____
Liability Policy # _____	_____	_____	_____
Fidelity Policy # _____	_____	_____	_____

2. RECREATION AND GRAZING ASSOCIATION BORROWERS ONLY

Current Quarter

Year to Date

a. Number of Members

3. WATER AND/OR SEWER UTILITY BORROWERS ONLY

- a. Water purchased or produced (CU FT - GAL)
- b. Water sold (CU FT - GAL)
- c. Treated waste (CU FT - GAL)
- d. Number of users - water
- e. Number of users - sewer

	gal.	gal.
a.	_____	_____
b.	_____	_____
c.	_____	_____
d.	_____	_____
e.	_____	_____

4. OTHER UTILITIES

- a. Number of users
- b. Product purchased
- c. Product sold

5. HEALTH CARE BORROWERS ONLY

- a. Number of beds
- b. Patient days of care
- c. Percentage of occupancy
- d. Number of outpatient visits

_____	_____
_____	_____
_____ %	_____ %
_____	_____

6. DISTRIBUTION OF ALL CASH AND INVESTMENTS*

Indicate balances in the following accounts:

	Construction	Revenue	Debt Service	Operation & Maintenance	Reserve	All Others	Grand Total
Cash	\$ 11,673	\$ 36,463	\$ 25,351	\$ _____	\$ _____	\$ 2,913	\$ 76,400
Savings and Investments	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ 0
Total	\$ 11,673	\$ 36,463	\$ 25,351	\$ 0	\$ 0	\$ 2,913	\$ 76,400

7. AGE ACCOUNTS RECEIVABLE AS FOLLOWS:

Dollar Values	Days				*Total
	0-30	31-60	61-90	91 and Older	
WE HAVE VIRTUALLY NO UNCOLLECTED ACCOUNTS RECEIVABLE. CUSTOMERS WHO DO NOT PAY THEIR BILLS WITHIN 30 DAYS ARE DISCONNECTED AND MUST PAY A RE-CONNECT FEE, IN ADDITION TO THEIR BALANCE DUE, IN ORDER TO BE RE-CONNECTED. THIS POLICY PREVENTS LATE PAYMENTS AND PAST DUE ACCOUNTS.					\$ 0

*Totals must agree with those on Balance Sheet.

PROJECTED CASH FLOW

For the Year BEG. 01/01/2017 END. 12/31/2017
(same as schedule 1 column 3)

A. Line 22 from Schedule 1, Column 3 NET INCOME (LOSS)	\$ 0	<u>5,015</u>
<u>Add</u>		
B. Items in Operations not Requiring Cash:		
1. Depreciation (line 16 schedule 1)	0	
2. Others:		
C. Cash Provided From:		
1. Proceeds from Agency loan/grant		
2. Proceeds from others		
3. Increase (Decrease) in Accounts Payable, Accruals and other Current Liabilities		
4. Decrease (Increase) in Accounts Receivable, Inventories and Other Current Assets (Exclude cash)		
5. Other:		
6.		
D. Total all A, B and C items	\$0	<u>5,015</u>
E. Less: Cash Extended for:		
1. All Construction, Equipment and New Capital Items (loan & grant funds)		
2. Replacement and Additions to Existing Property, Plant and Equipment		
3. Principal Payment Agency Loan		<u>11,000</u>
4. Principal Payment Other Loans		
5. Other:		
6. Total E 1 through 5	\$0	<u>11,000</u>
<u>Add</u>		
F. Beginning Cash Balances		<u>76,400</u>
G. Ending Cash Balances (Total of D Minus E 6 Plus F)	\$0	<u>70,415</u>
<u>Item G Cash Balances Composed of:</u>		
Construction Account	\$	
Revenue Account		<u>30,478</u>
Debt Payment Account		<u>25,351</u>
O&M Account		<u>2,913</u>
Reserve Account		
Funded Depreciation Account		
Others: <u>REPLACEMENT & EXTENSION</u>		<u>11,673</u>
Total - Agrees with Item G	\$	<u>70,415</u>

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

OCT 10 2017

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419082 (Replacement of Alexis Bradley)
 Pay Grade PCT Pay Range \$30,096
 Proposed Effective Date October 23, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 09/25/2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 09/26/2017

Sherrill Thomas

Finance Director

Date 10/03/2017

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

OCT 10 2017

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee
Position Number 500419201 (Replacement of Verge Chames)
Pay Grade PCT Pay Range \$30,096
Proposed Effective Date October 23, 2017
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham
Date 09/25/2017
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Date 09/26/2017
Employee Benefit Manager

Sherrill Thomas
Date 10/03/2017
Finance Director

ADMINISTRATIVE APPROVAL:

Date
County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

OCT 10 2017

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Corporal

Position Number 500425134 (Replacement of Jalonda Johnson)

Pay Grade PC2 Pay Range \$33,747 - 50,423

Proposed Effective Date October 23, 2017

Type of Hire (☐) New (☒) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 10/04/2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 10/04/2017

Sherrill Thomas

Finance Director

Date 10/5/2017

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

OCT 10 2017

DEPARTMENT: Revenue Commissioner's Office

DEPARTMENT HEAD: Janet Buskey 10/4/2017

SUPERVISOR: Allyson Holland

POSITION INFORMATION:

Position Title Assistant Chief Revenue Clerk

Position Number 800100003

Pay Grade A10 Pay Range 56,189 - 83,951

Proposed Effective Date 11/6/2017

Type of Hire (☐) New (☒) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Janet Buskey

Department Head

Date 10/4/2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 10/4/2017

Sherrill Thomas

Finance Director

Date 10/5/2017

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

OCT 10 2017

DEPARTMENT: Montgomery County Sheriff's Office
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Corporal
 Position Number 550429022 (Replacement of Alana Williams)
 Pay Grade PS2 Pay Range \$36,689 - \$54,816
 Proposed Effective Date October 23, 2017
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 10/04/2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 10/04/2017

Sherrill Thomas

Finance Director

Date 10/5/2017

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

AGENDA

OCT 10 2017

DEPARTMENT:	Montgomery County Sheriff's Office
DEPARTMENT HEAD:	Derrick Cunningham, Sheriff
SUPERVISOR:	Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title	Deputy Sheriff Corporal	
Position Number	550429065 (Replacement of Grover Reynolds)	
Pay Grade	PS2	Pay Range \$36,689 - \$54,816
Proposed Effective Date	October 23, 2017	
Type of Hire	(☐) New (☒) Promotional	
Type of Appointment	(☒) Permanent (☐) Temporary	

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 09/29/2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 10/02/2017

Sherrill Thomas
Finance Director

Date 10/03/2017

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

AGENDA

OCT 10 2017

DEPARTMENT:	Montgomery County Sheriff's Office
DEPARTMENT HEAD:	Derrick Cunningham, Sheriff
SUPERVISOR:	Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title	Assistant Chief Deputy Sheriff		
Position Number	550437090		
Pay Grade	A12	Pay Range	\$69,237 - \$103,445
Proposed Effective Date	October 23, 2017		
Type of Hire	(☐) New	(☒) Promotional	
Type of Appointment	(☒) Permanent	(☐) Temporary	

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 09/29/2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 10/02/2017

Sherrill Thomas
Finance Director

Date 10/03/2017

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

OCT 10 2017

DEPARTMENT: Youth Facility
 DEPARTMENT HEAD: Beverly Riddle Wise
 SUPERVISOR: Brandi Alexander

POSITION INFORMATION:

Position Title Juvenile Detention Officer - Relief (Part-time)
 Position Number 910300001 (to replace Moorer)
 Pay Grade PC1 Pay Range \$31,344
 Proposed Effective Date November 6, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Beverly Riddle Wise

Department Head

Date 10/3/17

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 10/03/2017

Sherrill Thomas

Finance Director

Date 10/05/2017

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

OCT 10 2017

DEPARTMENT: Youth Facility
DEPARTMENT HEAD: Beverly Riddle Wise
SUPERVISOR: Brandi Alexander

POSITION INFORMATION:

Position Title Juvenile Detention Officer - Relief (Part-time)
Position Number 910300002 (to replace Howard)
Pay Grade PC1 Pay Range \$31,344
Proposed Effective Date November 6, 2017
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Beverly Riddle Wise
Department Head Date 10/3/17

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager Date 10/03/2017

Sherrill Thomas
Finance Director Date 10/05/2017

ADMINISTRATIVE APPROVAL:

County Administrator Date

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

OCT 10 2017

DEPARTMENT: Youth Facility
 DEPARTMENT HEAD: Beverly Riddle Wise
 SUPERVISOR: Brandi Alexander

POSITION INFORMATION:

Position Title Juvenile Detention Officer - Relief (Part-time)
 Position Number 910300005 (to replace Patterson)
 Pay Grade PC1 Pay Range \$31,344
 Proposed Effective Date November 6, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Beverly Riddle Wise

Department Head

Date 10/3/17

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 10/03/2017

Sherrill Thomas

Finance Director

Date 10/05/2017

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

OCT 10 2017

DEPARTMENT: Youth Facility
 DEPARTMENT HEAD: Beverly Riddle Wise
 SUPERVISOR: Brandi Alexander

POSITION INFORMATION:

Position Title Juvenile Detention Officer - Relief (Part-time)
 Position Number 910300007 (to replace Sellers)
 Pay Grade PC1 Pay Range \$31,344
 Proposed Effective Date November 6, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Beverly Riddle Wise Date 10/3/17
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 10/03/2017
 Employee Benefit Manager

Sherrill Thomas Date 10/05/2017
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

OCT 10 2017

Date: October 3, 2017
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: Alexander City, Alabama (Tallapoosa County)
Departure Date: October 26, 2017 Return Date: October 26, 2017
Conference Leave (Days / Hours): (1) one day
Purpose of Travel: to attend the ACCA District Meeting

Traveler (s) Name: 1. Dan Harris 4. _____
2. Isaiah Sankey 5. _____
3. Donald Mims 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$230.13 Advance Registration Required: \$60.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration \$60.00 Mileage \$170.13

To: Donald L Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 10/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$380.13 and advance registration of \$60.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$22,500.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$22,500.00</u>
Current Requests:	<u>\$230.13</u>
Budget Balance:	<u>\$22,269.87</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/5/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

OCT 10 2017

Date: 9/27/17
To: Donald L. Mims, Administrator
From: Judge Steven L. Reed
Re: Approval for the following travel:

Destination: Tuscaloosa, AL
Departure Date: October 25, 2017 Return Date: October 26, 2017
Conference Leave (Days / Hours): 2 days
Purpose of Travel: 2017 Probate Judge's Elections Conference

Traveler (s) Name: 1. Steven L. Reed 4. _____
2. Darryl Parker 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$1,734.62 Advance Registration Required: \$550.00
Department Name: Probate Fund Name: 001-51300-265
Additional Comments: registration is \$275.00 per person

To: Judge Steven L. Reed
From: Donald L. Mims, Administrator

The above request is app. 10/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,734.62 and advance registration of \$550.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51300.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$17,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$17,000.00</u>	
Current Requests:	<u>\$1,734.62</u>	
Budget Balance:	<u>\$15,265.38</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 10/3/2017
cc: Finance Director / Buyer

22-2

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

OCT 10 2017

Date: 9/28/2017
To: Donald L. Mims, Administrator
From: Judge Steven L. Reed
Re: Approval for the following travel:

Destination: Auburn, Alabama
Departure Date: October 15, 2017 Return Date: October 17, 2017
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Attend Inclusion & Integrity in Election Administration Conference

Traveler (s) Name: 1. Darryl Parker 4. _____
2. Christopher Turner 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00
Department Name: Probate Fund Name: Judge of Probate

Additional Comments: _____
Expense will be paid from the Judge of Probate Fund

To: Judge Steven L. Reed
From: Donald L. Mims, Administrator

The above request is app. 10/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51300.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$17,000.00</u>
Approved Requests:	<u>\$1,734.62</u>
Budget Available:	<u>\$15,265.38</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$15,265.38</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 10/3/2017
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

OCT 10 2017

Date: 10/04/17
To: Donald L. Mims, Administrator
From: Judge Steven L. Reed
Re: Approval for the following travel:

Destination: Tuscaloosa, AL
Departure Date: Oct 12th 2017 Return Date: Oct. 13th 2017
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: _____

Society of Alabama Archivists conference

Traveler (s) Name: 1. Dallas Handbury 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00

Department Name: Probate Fund Name: Judge of Probate

Additional Comments: all cost for this travel will be covered by the Judge of Probate Fund. No
cost to the general fund.

To: Judge Steven L. Reed

From: Donald L. Mims, Administrator

The above request is app. 10/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51300.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$17,000.00</u>	
Approved Requests:	<u>\$1,734.62</u>	
Budget Available:	<u>\$15,265.38</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$15,265.38</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/5/17

cc: Finance Director / Buyer

22-4

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

OCT 10 2017

Date: September 29, 2017
To: Donald L. Mims, Administrator
From: Scott Kramer
Re: Approval for the following travel:

Destination: Montgomery, Alabama
Departure Date: October 19, 2017 Return Date: October 19, 2017
Conference Leave (Days / Hours): (1) Day
Purpose of Travel: to attend the 18th Annual Safety Conference

Traveler (s) Name: 1. Judy Singley 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$95.00 Advance Registration Required: \$95.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: _____

To: Scott Kramer, Risk Management

From: Donald L. Mims, Administrator

The above request is app. 10/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$95.00 and advance registration of \$95.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$15,000.00</u>	
Current Requests:	<u>\$95.00</u>	
Budget Balance:	<u>\$14,905.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/5/17

cc: Finance Director / Buyer

22-5

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

OCT 10 2017

Date: 9/27/2017
To: Donald L. Mims, Administrator
From: George Speake, County Engineer
Re: Approval for the following travel:

Destination: Central Alabama Community College, Alexander City, Alabama
Departure Date: October 26, 2017 Return Date: October 26, 2017
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: ACCA District Meeting 2017

Traveler (s) Name: 1. Kevin Boone 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$20.00 Advance Registration Required: \$20.00

Department Name: Engineering Department Fund Name: Gasoline Tax Fund 111-53600.265

Additional Comments: _____

To: George Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 10/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$20.00 and advance registration of \$20.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$10,000.00</u>
Approved Requests:	<u>\$615.00</u>
Budget Available:	<u>\$9,385.00</u>
Current Requests:	<u>\$20.00</u>
Budget Balance:	<u>\$9,365.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/3/2017

cc: Finance Director / Buyer

22-6

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

OCT 10 2017

Date: 9/27/2017
To: Donald L. Mims, Administrator
From: George Speake, County Engineer
Re: Approval for the following travel:

Destination: Montgomery, Alabama
Departure Date: December 7, 2017 Return Date: December 7, 2017
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: HBAA STORMWATER TRAINING- QCI

Traveler (s) Name: 1. JASON JACKSON 4. _____
2. CHAD DEFOOR 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$400.00 Advance Registration Required: \$400.00
Department Name: Engineering Department Fund Name: 111-53600.265
Additional Comments: _____

To: George Speake, County Engineer
From: Donald L. Mims, Administrator

The above request is app. 10/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$400.00 and advance registration of \$400.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,000.00</u>	
Approved Requests:	<u>\$615.00</u>	
Budget Available:	<u>\$9,385.00</u>	
Current Requests:	<u>\$420.00</u>	
Budget Balance:	<u>\$8,965.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 10/3/2017
cc: Finance Director / Buyer

22-7

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

OCT 10 2017

Date: September 26, 2017
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: November 13, 2017 Return Date: November 13, 2017
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: How Managers become great leaders seminar

Traveler (s) Name: 1. Clay Henley 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$199.00 Advance Registration Required: \$0.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: REG: \$199

TOTAL EST. COST: \$199

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator

The above request is app. 10/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$199.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$462.86</u>	
Budget Available:	<u>\$29,537.14</u>	
Current Requests:	<u>\$199.00</u>	
Budget Balance:	<u>\$29,338.14</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/3/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

OCT 10 2017

Date: September 26, 2017
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Approval for the following travel:

Destination: 1800 Interstate Park Drive, Montgomery, AL
Departure Date: October 18, 2017 Return Date: October 18, 2017
Conference Leave (Days / Hours): 1 day
Purpose of Travel: To attend Developing Emotional Intelligence Seminar

Traveler (s) Name: 1. Linda M. Jarrett 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$77.00 Advance Registration Required: \$77.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 10/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$77.00 and advance registration of \$77.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,500.00</u>	
Approved Requests:	<u>\$2,747.00</u>	
Budget Available:	<u>\$7,753.00</u>	
Current Requests:	<u>\$77.00</u>	
Budget Balance:	<u>\$7,676.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/3/2017

cc: Finance Director / Buyer

22-9

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

OCT 10 2017

Date: October 5, 2017
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Approval for the following travel:

Destination: 3142 Lorna Road, Hoover, AL
Departure Date: November 2, 2017 Return Date: November 3, 2017
Conference Leave (Days / Hours): 2 days
Purpose of Travel: To attend the NCIC Certification Class

Traveler (s) Name: 1. Kimberley Long 4. _____
2. Patrice Jackson 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$550.00 Advance Registration Required: \$0.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 10/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$550.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,700.00</u>	
Approved Requests:	<u>\$2,747.00</u>	
Budget Available:	<u>\$7,953.00</u>	
Current Requests:	<u>\$627.00</u>	
Budget Balance:	<u>\$7,326.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/5/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

OCT 10 2017

Date: October 5, 2017
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Approval for the following travel:

Destination: 15950 Mosley Road, Stapleton, AL 36578
Departure Date: November 16, 2017 Return Date: November 17, 2017
Conference Leave (Days / Hours): 2 days
Purpose of Travel: To attend the NCIC Certification Class

Traveler (s) Name: 1. Michael Ligon 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☒ Commercial Air ☐
Private Vehicle ☐ Other (Specify) ☐

Total (est.) Cost: \$450.00 Advance Registration Required: \$0.00
Department Name: Community Corrections Fund Name: Community Corrections
Additional Comments: _____

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 10/10/17 reimbursement of actual and necessary expenses in the
approximate amount of \$450.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,700.00</u>	
Approved Requests:	<u>\$2,747.00</u>	
Budget Available:	<u>\$7,953.00</u>	
Current Requests:	<u>\$1,077.00</u>	
Budget Balance:	<u>\$6,876.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 10/5/17
cc: Finance Director / Buyer

22-11

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, October 23, 2017, at 8:00 in the morning.

Donald Z. Morris

Administrator

Edwin N. Dean

Chairman