

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

SEPTEMBER 5, 2017

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:10 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 Sankey. 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.

DISCUSSION BY THE COMMISSION

Commissioner Harris requested a \$1,500 miscellaneous appropriation from his account to One Place Family Justice Center, for the Domestic Violence Program.

Chairman Dean and Commissioner Harris requested a \$750 education miscellaneous appropriation from each of their accounts to the BOE, Carver Senior High School, for ROTC.

Commissioner Sankey requested a \$2,000 education miscellaneous appropriation from his account to the BOE, E. D. Nixon Elementary School, for Principal's Discretionary Fund.

Commissioner Sankey requested a \$1,500 education miscellaneous appropriation from his account to the BOE, Baldwin Arts and Academics Magnet School, for Principal's Discretionary Fund.

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

Commissioner Sankey stated that he would like to rescind his appropriation to the Cowboys youth football team because they are not a 501(c)(3). Chairman Dean inquired as to whether this appropriation could be given to the Montgomery Parks and Recreation Department for the football team. Administrator Mims responded that he would research the issue. Chairman Dean stated that the Montgomery County Management Procedures Manual needs to be updated and changes need to be made to some of the policies and that this issue is one example.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a Proposal to provide legal services prepared by the Maynard Cooper & Gale law firm for the \$25,000,000 bond issue relative to the Montgomery County buildings renovation project. He noted that their fee would be \$45,000. Commissioner Harris requested a Resolution authorizing the engagement of Stifel, Nicolaus & Company, Inc., and Liberty Bank and Trust Company as Underwriters; PH&J Architects, Inc. and Goodwyn, Mills and Cawood, Inc., as the Architectural Firms; and Maynard Cooper & Gale as Bond Counsel for this project. After discussion, the Commission agreed to place a Resolution on the next agenda.

PRESENTATION BY PROBATE JUDGE STEVEN L. REED AND DIRECTOR OF ELECTIONS DARRYL PARKER

Probate Judge Steven L. Reed briefed the Commission regarding the Award of Request for Proposal to ES&S for Election Equipment, RFP Number 51300-17P-022. Judge Reed noted that the original RFP was in the amount of \$1,373,771 and that Director of Elections Darryl Parker and his staff discovered that there were items in the bid that they did not need. He stated that the new RFP price is \$1,285,724. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Judge Reed discussed his concern regarding the lack of growth in population in Montgomery County. He stated that the Community Foundation of Greater Birmingham commissioned the Public Affairs Research Council of Alabama (PARCA) to conduct a study of the existing structure of government in Birmingham, with a primary focus on Jefferson County. Judge Reed asked the Commission to consider funding for a county-wide strategic plan for Montgomery. The Commission asked Administrator Mims to obtain a copy of the Jefferson County study from PARCA.

PRESENTATION BY EXECUTIVE VICE PRESIDENT OF TRANSPORTATION DAVID REED AND TRANSPORTATION ENGINEER JEFF FENNELL WITH GOODWYN, MILLS AND CAWOOD

Executive Vice President of Transportation David Reed and Transportation Engineer Jeff Fennell with Goodwyn, Mills and Cawood briefed the Commission regarding a revised Industrial Access Agreement with the Alabama Department of Transportation concerning a new side road in the Montgomery Industrial Park for Gerhardi, Inc. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mr. Reed stated the Master Plan concerning the Old Selma Road Park has been finalized and reviewed by the Commission. After discussion, the Commission agreed to place on the next agenda the Master Plan and a Notice to Proceed regarding this project.

PRESENTATION BY FOUNDER MARIA ASHMORE AND FINANCIAL COORDINATOR MARTHA SMITH WITH WOMEN OF HOPE

Founder Maria Ashmore and Financial Coordinator Martha Smith with Women of Hope briefed the Commission regarding the organization and requested funding in the amount of \$13,500 for program services. No action was taken by the Commission.

PRESENTATION BY EXECUTIVE DIRECTOR BLAKE R. THOMAS WITH THE MONTGOMERY SYMPHONY ORCHESTRA

Executive Director Blake R. Thomas with the Montgomery Symphony Orchestra briefed the Commission regarding the program and invited the Commissioners to attend the 31st Annual Broadway Under the Stars Picnic on September 7, 2017.

PRESENTATION BY ACTING JUVENILE COURT ADMINISTRATOR BEVERLY WISE

Acting Juvenile Court Administrator Beverly Wise briefed the Commission regarding Amendment Number 1 to Contract with The Bridge, Inc., for the Davis Treatment Program. 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 briefed the Commission regarding a Bid Award for internet service, Bid Number 51965-17B-016. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding a Bid Award to Jace Chandler & Associates, Inc., for a trailer mounted bituminous adhesive applicator, Bid Number 53100-17B-023. After discussion, the Commission agreed to place this item on the next agenda.

Also, he mentioned that work is underway to regrade ditches and upgrade some of the storm sewer pipes in Selbrook subdivision. He stated that the contractor, TCB Construction, Inc., has begun the drainage easement clearing work in Selbrook.

PRESENTATION BY CHIEF APPRAISER CLAY HENLEY

Chief Appraiser Clay Henley briefed the Commission regarding a Renewal Amendment to IncomeWorks Software License Agreement. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Henley briefed the Commission regarding Addendum 1 to Personal Property Audit Services Agreement with Tax Management Associates, Inc. Contract. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY FINANCE DIRECTOR SHERRILL THOMAS

Finance Director Sherrill Thomas briefed the Commission regarding the proposed 2017-2018 Operating Budget. After discussion, the Commission agreed to place this item on the next agenda.

Ms. Thomas presented a Resolution regarding GASB 54 Fund Balance Commitments. After discussion, the Commission agreed to place this item on the next agenda.

Ms. Thomas briefed the Commission regarding two Resolutions concerning a one-time lump sum payments to County retirees. After discussion, the Commission agreed to place this item on the next agenda.

Ms. Thomas presented a Resolution regarding Office of Management and Budget Uniform Administrative Requirements. After discussion, the Commission agreed to place this item on the next agenda.

Ms. Thomas stated that she will place final Budget Change Requests for 2016-2017 on the next agenda.

PRESENTATION BY EXECUTIVE DIRECTOR KAYE HARRIS WITH ONE PLACE FAMILY JUSTICE CENTER

Executive Director Kaye Harris with One Place Family Justice Center briefed the Commission regarding a Memorandum of Understanding (MOU) concerning One Place Family Justice Center. She stated that this MOU was needed for grant purposes. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims briefed the Commission regarding the First Amendment to Purchase and Sale Agreement with JP-Washington, LLC to extend the inspection period for an additional two weeks regarding the parking deck facility and underlying real estate located at 100 South Perry Street. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Deputy Administrator Cauthen presented a revised Memorandum of Understanding with the City of Montgomery regarding 100 South Perry Street Parking Deck. Commissioner Harris stated that this revision addresses all of the issues he had about the MOU. After discussion, the Commission agreed to place this item on the next agenda, subject to review by County Attorney Gallion.

Administrator Mims presented a letter from Executive Director Henry E. Parker regarding Board Member appointment to the Montgomery Area Mental Health Authority. Vice Chairman Walker stated that she would make a nomination at the next meeting.

Administrator Mims presented a letter from Circuit Judge Greg Griffin stating that he has resigned from the Montgomery Community Action Board. Chairman Dean recommended Mr. Mike Jackson. No action was taken by the Commission.

Deputy Administrator Cauthen briefed the Commission regarding a Bid Award to Reaction Distributing, Inc., for self-contained compactor, Bid Number 51901-17B-014. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented an 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. Commission Harris requested that a representative from the City of Montgomery brief the Commission at their next meeting regarding this invoice.

Administrator Mims presented a Financial Feasibility Report for the Pilgrim-Providence Water and Fire Protection Authority requesting funding for a pump. He also presented a copy of a quote from Donald Smith Company, Inc. for the pump in the amount of \$41,100. Commissioner Singleton stated that he is considering appropriating \$10,000 from his miscellaneous appropriation fund to assist in purchasing the pump. Vice Chairman Walker requested a copy of the Authority's budget. County Attorney Thomas T. Gallion, III, stated that the County would have to approve a Memorandum of Understanding if they appropriated funds to this Authority.

Administrator Mims presented a letter from the Alabama Historical Commission regarding the addition of Union Chapel AME Zion Church, 3100 Old Wetumpka Highway, to the Alabama Register of Landmarks and Heritage.

Administrator Mims presented information regarding the 2017 Montgomery Chamber Diversity Summit to be held September 26, 2017, at the Renaissance Montgomery Hotel & Spa at the Convention Center.

Administrator Mims presented an email from Don Schofield with Rolling Hills/Lakes Volunteer Fire Department regarding upcoming Board Member appointments. Chairman Dean asked Commission Singleton to assist Mr. Schofield with their selection of Board Members.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for September-November 2017.

Administrator Mims informed the Commission that the Emergency Management Communications District Board will need to convene on September 25, 2017, for the purpose of presenting the minutes of the Monday, October 24, 2016, meeting; allowing public comment regarding the 2017-2018 Emergency Management Communications District Board Budget; considering the 2017-2018 Emergency Management Communications District Board Budget; and considering Annual Certification to the Alabama 9-1-1 Board for Fiscal Year Ending September 30, 2018.

Deputy Administrator Cauthen briefed the Commission regarding the Final Change Order for the HVAC contract. After discussion, the Commission agreed to place this item on the next agenda.

RECESS TO FORMAL SESSION

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Commissioner Doug Singleton.

The Pledge of Allegiance was led by Commissioner Dan Harris.

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 Regular Meeting of August 21, 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 Harris made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 6, are attached to these Minutes.)

NEW BUSINESS

PRESENTATION OF PROPOSED 2017-2018 OPERATING BUDGET AND EMERGENCY MANAGEMENT COMMUNICATIONS DISTRICT BOARD BUDGET FOR REVIEW AND COMMENTS

Finance Director Sherrill Thomas briefed the Commission on the 2017-2018 Budgets. She explained that there were two budgets and gave a summary of each section. The Commission agreed to place these items on the next Agenda. (Copies of Proposed 2017-2018 Operating Budget and Emergency Management Communications District Board Budget, Agenda Pages 1-1 through 1-18, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED RATIFICATION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF MONTGOMERY FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR FISCAL YEAR 2017

Commissioner Harris made a motion to Ratify an Interlocal Cooperation Agreement with the City Of Montgomery for the Edward Byrne Memorial Justice Assistance Grant For Fiscal Year 2017. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Interlocal Cooperation Agreement, Agenda Pages 2-1 through 2-8, are attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED RENEWAL OF PICTOMETRY CONNECT CUSTOM ACCESS LICENSE AGREEMENT

Commissioner Harris made a motion to approve Renewal of Pictometry Connect Custom Access License Agreement. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Renewal Order, Agenda Pages 3-1 and 3-2, are attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED RENEWAL OF THE ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., (ESRI) SOFTWARE MAINTENANCE AGREEMENT

Commissioner Singleton made a motion to approve Renewal of the Environmental Systems Research Institute, Inc., (ESRI) Software Maintenance Agreement. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Software Maintenance Agreement, Agenda Pages 4-1 through 4-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AGREEMENT WITH THE STATE OF ALABAMA DEPARTMENT OF EXAMINERS OF PUBLIC ACCOUNTS REGARDING REIMBURSEMENT OF COSTS ASSOCIATED WITH THE ANNUAL AUDIT OF FEDERAL FINANCIAL ASSISTANCE RECEIVED BY MONTGOMERY COUNTY

Vice Chairman Walker made a motion to approve the Agreement with the State of Alabama Department of Examiners of Public Accounts regarding Reimbursement of Costs Associated with the Annual Audit of Federal Financial Assistance Received by Montgomery County. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 5-1 through 5-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BBVA COMPASS BANK COMMERCIAL CARD AGREEMENT AND RELATED ADDENDUM TO COMMERCIAL CARD AGREEMENT, INCENTIVE PAYMENT AGREEMENT

Commissioner Singleton made a motion to approve the BBVA Compass Bank Commercial Card Agreement and Related Addendum to Commercial Card Agreement, Incentive Payment

Agreement. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum, Agreement and Attorney Gallion's Opinion, Agenda Pages 6-1 through 6-14, are attached to these Minutes.)

YOUTH FACILITY – APPROVED MEMORANDUM OF UNDERSTANDING WITH THE ADMINISTRATIVE OFFICE OF COURTS FOR REIMBURSEMENT OF SALARY PAID TO A COURT REFEREE FOR THE 15TH JUDICIAL CIRCUIT FOR THE PERIOD BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018

Commissioner Harris made a motion to approve the Memorandum of Understanding with the Administrative Office of Courts for Reimbursement of Salary paid to a Court Referee for the 15th Judicial Circuit for the period beginning October 1, 2017 and ending September 30, 2018. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Memorandum of Understanding, Agenda Pages 7-1 and 7-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED RENEWAL OF MEMORANDUM OF AGREEMENT WITH THE CITY OF MONTGOMERY REGARDING THE DIRECTOR OF RISK MANAGEMENT POSITION

Vice Chairman Walker made a motion to approve the Renewal of Memorandum of Agreement with The City of Montgomery regarding The Director of Risk Management Position. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 8-1 through 8-4, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH GULF ATLANTIC CULVERT CO., INC., REGARDING A ONE (1) YEAR EXTENSION AND 2% PRICING INCREASE FOR METAL PIPE

Commissioner Singleton made a motion to approve Amendment Number 1 to Contract with Gulf Atlantic Culvert Co., Inc., regarding a One (1) Year Extension and 2% Pricing Increase for Metal Pipe. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 9-1 and 9-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 3 TO CONTRACT WITH SEA COAST DISPOSAL, INC., REGARDING A ONE (1) YEAR EXTENSION AND 4.9% PRICING INCREASE FOR CLEAN SATURDAY REFUSE COLLECTION SERVICES

Commissioner Singleton made a motion to approve Amendment Number 3 to Contract with Sea Coast Disposal, Inc., regarding a One (1) Year Extension and 4.9% Pricing Increase for Clean Saturday Refuse Collection Services. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 10-1 and 10-2, are attached to these Minutes.)

OMNIBUS VOTE

Chairman Dean requested that the Commission omnibus the following seven items, and the Commission concurred. Commissioner Harris made a motion to approve the seven agenda items. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

RISK MANAGEMENT – APPROVED PROPERTY INSURANCE RENEWAL WITH AFFILIATED FM INSURANCE COMPANY, SECURED THROUGH COLONIAL INSURANCE

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve the Property Insurance Renewal with Affiliated FM Insurance Company, secured through Colonial Insurance. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Email, Agenda Pages 11-1 and 11-2, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED EXCESS LIABILITY INSURANCE RENEWAL WITH STATES SELF-INSURERS RISK RETENTION GROUP, SECURED THROUGH COLONIAL INSURANCE

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve the Excess Liability Insurance Renewal with States Self-Insurers Risk Retention Group, Secured through Colonial Insurance. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Proposal, Agenda Pages 12-1 and 12-2, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED EXCESS HEALTH INSURANCE RENEWAL WITH OPTUM INSURANCE, SECURED THROUGH ALLIANCE INSURANCE GROUP

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve the Excess Health Insurance Renewal with Optum Insurance, Secured through Alliance Insurance Group. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Medical Stoploss, Agenda Pages 13-1 and 13-2, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT POLICY RENEWAL FOR COUNTY EMPLOYEES WITH STANDARD LIFE, SECURED THROUGH HARMON DENNIS BRADSHAW, INC.

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve the Life Insurance and Accidental Death and Dismemberment Policy Renewal for County Employees with Standard Life, Secured through Harmon Dennis Bradshaw, Inc. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Letter, Agenda Pages 14-1 and 14-2, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED BLUE CROSS BLUE SHIELD HEALTH PLAN ADMINISTRATIVE FEES, COBRA, DENTAL, WORKERS COMPENSATION INSURANCE RENEWAL AND FLEXIBLE SPENDING ACCOUNT ADMINISTRATION

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve the Blue Cross Blue Shield Health Plan Administrative Fees, COBRA, Dental, Workers Compensation Insurance Renewal and Flexible Spending Account Administration. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Letter, Agenda Pages 15-1 and 15-2, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED VISION PLAN RENEWAL WITH VSP SECURED THROUGH HARMON DENNIS BRADSHAW, INC.

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve the Vision Plan Renewal with VSP Secured through Harmon Dennis Bradshaw, Inc. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Letter, Agenda Pages 16-1 and 16-2, are attached to these Minutes.)

RISK MANAGEMENT APPROVED EXCESS WORKERS' COMPENSATION INSURANCE WITH NEW YORK MARINE & GENERAL INSURANCE, SECURED THROUGH PALOMAR INSURANCE

As approved in the Omnibus Vote, Commissioner Harris made a motion to approve the Excess Workers' Compensation Insurance with New York Marine & General Insurance, Secured through Palomar Insurance. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Premium Comparison Worksheet, Agenda Pages 17-1 and 17-2, are attached to these Minutes.)

End of Omnibus Vote

COUNTY COMMISSION – APPROVED PAYMENT OF 2017-2018 MEMBERSHIP DUES TO THE ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA (ACCA)

Commissioner Harris made a motion to approve the Payment of 2017-2018 Membership Dues to the Association of County Commissions of Alabama (ACCA). The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum, Invoice and Letter, Agenda Pages 18-1 through 18-3, 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 September 5, 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-2017-93: One Place Family Justice Center, for Domestic Violence Program - \$1,500; (Harris)

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

BOE-2017-58: BOE, Carver Senior High School, for ROTC - \$1,500; (Dean-\$750 and Harris-\$750)

BOE-2017-59: BOE, E. D. Nixon Elementary School, for Principal's Discretionary Fund - \$2,000; (Sankey)

BOE-2017-60: BOE, Baldwin Arts and Academic Magnet School, for Principal's Discretionary Fund - \$1,500; (Sankey)

Subsequent to the County Commission Meeting Vice Chairman Walker discovered that there was a typographical error with BOE-2017-44. The original request was to BOE, Goodwyn Middle School, but should have been to Capitol Heights Middle School. The purpose of the appropriation was stated correctly and was for the Principal's Discretionary Fund for football helmets.

Commissioner Sankey made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Agenda Pages 19-1 through 19-3, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED BID AWARD TO CLIMATE SERVICE FOR PREVENTIVE MAINTENANCE OF HVAC FOR VARIOUS COUNTY BUILDINGS, BID NUMBER 51901-17B-027

Commissioner Singleton made a motion to approve the Bid Award to Climate Service for Preventive Maintenance of HVAC for Various County Buildings, Bid Number 51901-17B-027. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Bid, Agenda Pages 20-1 and 20-2, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 63 TO THE MONTGOMERY MUSEUM OF FINE ARTS FOR THE ART IN CONCERT EVENT IN THE AMOUNT OF \$2,000

Commissioner Singleton made a motion to approve Budget Change Request Number 63 to the Montgomery Museum of Fine Arts for the Art in Concert Event in the Amount of \$2,000. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 21-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 64 TO AMERICARE FINANCIAL GROUP, INC., FOR THE POSITIVE ENVIRONMENT ENGAGING RECOVERY SUPPORT (P.E.E.R.S.) PROGRAM FOR A PASSENGER VAN IN THE AMOUNT OF \$8,000

Commissioner Sankey made a motion to approve Budget Change Request Number 64 to Americare Financial Group, Inc., for the Positive Environment Engaging Recovery Support (P.E.E.R.S.) Program for a Passenger Van in the Amount of \$8,000. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 22-1, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 65 TO THE HELPING MONTGOMERY FAMILIES INITIATIVE (HMFI) FOR PROGRAM EXPENSES FOR FISCAL YEAR 2017-2018 IN THE AMOUNT OF \$100,000

Commissioner Harris made a motion to approve Budget Change Request Number 65 to the Helping Montgomery Families Initiative (HMFI) for Program Expenses for Fiscal Year 2017-2018 in the Amount of \$100,000. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Budget Change Request and Letter, Agenda Pages 23-1 and 23-2, are attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 2

Vice Chairman Walker made a motion to approve Budget Change Request Number 2, Appraisal Department. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 24-1, is attached to these Minutes.)

RISK MANAGEMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 2

Commissioner Harris made a motion to approve Budget Change Request Number 2, Risk Management. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 25-1, is attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED REQUEST TO HIRE A COMMUNITY CORRECTIONS OFFICER AT STEP 4, PAY GRADE A06 (\$40,126)

Commissioner Harris made a motion to approve to Hire a Community Corrections Officer at Step 4, Pay Grade A06 (\$40,126). The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Hiring Request, Agenda Page 26-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (2)

1. Corrections Officer Trainee, Position Number 500419026
2. Corrections Officer Trainee, Position Number 500419045

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 27-1 and 27-2, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED POSITION FILL REQUEST (1)

1. Building Security Officer, Position Number 550718168

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 28-1, is attached to these Minutes.)

YOUTH FACILITY – APPROVED POSITION FILL REQUEST (1)

1. Administrative Support Specialist, Position Number 900015002

Vice Chairman Walker made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 29-1, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (8)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|---------------------------|-------------------------------|
| 1. Finance Department | Request Number 4 |
| 2. Probate Judge’s Office | Request Number 12 |
| 3. Personnel Department | Request Number 26 |
| 4. Community Corrections | Request Numbers 21, 22 and 23 |
| 5. Sheriff’s Office | Request Numbers 81 and 82 |

Commissioner Singleton made a motion to approve Travel/Training Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 30-1 through 30-8, are attached to these Minutes.)

WAIVE RULES

Chairman Dean requested to waive rules and add the following items to the agenda, and his fellow Commissioners concurred:

PROBATE JUDGE'S OFFICE (ELECTIONS) – APPROVED AWARD OF REQUEST FOR PROPOSAL TO ES&S FOR ELECTION EQUIPMENT, RFP NUMBER 51300-17P-022

Commissioner Harris made a motion to approve the Award of Request for Proposal to ES&S for Election Equipment, RFP Number 51300-17P-022. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memoranda, Bid Tabulation, Proposal, Description and Summary, Agenda Pages 31-1 through 31-13, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED REVISED INDUSTRIAL ACCESS AGREEMENT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION REGARDING A NEW SIDE ROAD IN THE MONTGOMERY INDUSTRIAL PARK FOR GERHARDI, INC.

Commissioner Singleton made a motion to approve the Revised Industrial Access Agreement with the Alabama Department of Transportation regarding a New Side Road in the Montgomery Industrial Park for Gerhardi, Inc. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Letter, Agreement, Resolution, Guidelines for Operation and STD Contract Exhibit, Agenda Pages 32-1 through 32-9, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT WITH JP 25 WASHINGTON, LLC TO EXTEND THE INSPECTION PERIOD FOR AN ADDITIONAL TWO WEEKS REGARDING THE PARKING DECK FACILITY AND UNDERLYING REAL ESTATE LOCATED AT 100 SOUTH PERRY STREET

Commissioner Singleton made a motion to approve the First Amendment to Purchase and Sale Agreement with JP 25 Washington, LLC to Extend the Inspection Period for an Additional Two Weeks regarding the Parking Deck Facility and Underlying Real Estate Located at 100 South Perry Street. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 33-1 through 33-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MEMORANDUM OF UNDERSTANDING WITH THE ONE PLACE FAMILY JUSTICE CENTER

Vice Chairman Walker made a motion to approve the Memorandum of Understanding with the One Place Family Justice Center. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Letter and Memorandum of Understanding, Agenda Pages 34-1 through 34-6, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Montgomery County Sheriff's Office Grant Writer Regina Walker said good morning and invited everyone to the Senior Citizens Fishing Rodeo on Tuesday, September 12, 2017, at the

Montgomery County Pond located on Highway 231 from 6:00 a.m. to 12:00 p.m. and the Sheriff's Office Annual Halloween Spooktacular on Tuesday, October 31, 2017.

Commissioner Singleton said good morning and thanked County Engineer George Speake and Assistant County Engineer Keven Boone for doing such a great job in responding to citizens' calls. He also said he wanted to thank the Sheriff's Office for putting on the Fishing Rodeo. Commissioner Singleton said the citizens really enjoy the rodeo and were in line when he got there by 6:00 a.m. He thanked everyone for doing such a great job.

Commissioner Sankey greeted everyone and said the weekend was filled with two great events, the Dragon Boat Race and Alabama State University football game. He said it was a great weekend with a host of activities.

Vice Chairman Walker had no comment.

Commissioner Harris said good morning and thanked Finance Director Sherrill Thomas for the great job she does in handling the budget. Commissioner Harris said when he was first elected as a Commissioner that he had no idea what was involved in preparing the budget. He said Sherrill makes it look so easy and smooth. Commissioner Harris said admired her work because no employee lost any money and she made sure the increases were covered. He said that he appreciates her all year but especially this time of the year. Commissioner Harris welcomed a guest in the audience, Mr. Bruce Crawford.

Chairman Dean said he wanted to ask everyone to pray for the citizens of Houston because we could be next. He also asked for prayer for the first responders.

ADJOURNMENT

Vice Chairman Walker made a motion to adjourn the meeting of the Montgomery County Commission on September 5, 2017, at 10:05 a.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-18-17

Check Number	To	Check Number
270680		270763
Total Checks Paid		\$798,172.84

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

AGENDA

SEP -5 2017

9-5-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-18-17

Check Number	To	Check Number
270764		270824
Total Checks Paid		\$351,059.37

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

9-5-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-25-17

Check Number	To	Check Number
270825		271284
Total Checks Paid		\$49,480.00

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

POLL WORKERS

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-25-17

Check Number	To	Check Number
271285		271306
Total Checks Paid		\$118,026.91

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

9-5-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-25-17

Check Number	To	Check Number
271307		271384
Total Checks Paid		\$491,848.64

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

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
9/1/17

Payroll Check Number	128612	To	Payroll Check Number	128676	\$	48,235.47
Direct Deposits					\$	865,662.68
Payroll Check Number	128677	To	Payroll Check Number	128696	\$	256,395.70
Direct Deposits					\$	401,570.83
Federal Deposits					\$	328,037.05
Total Payroll Paid					\$	1,899,901.73

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

**Proposed Annual Budget
Montgomery County Commission
Montgomery, Alabama
Fiscal Year
October 1, 2017 to September 30, 2018**

Presented September 5, 2017

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

Compiled by
Donald L. Mims, CPA, MPA, Administrator
Sherrill R. Thomas, CPA, Finance Director

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ANNUAL BUDGET 2017-2018

Pursuant to the provision of the code of Alabama 1975, Code Section 11-8-3, the Montgomery County Commission shall, no later than October 1, prepare and adopt a budget for the fiscal year beginning on October 1 of the current calendar year which shall include all of the following: (1) An estimate of the anticipated revenue of the county for all public funds under its supervision and control including all unexpended balances as provided in Section 11-8-6. (2) An estimate of expenditures for county operations and, (3) Appropriations for the respective amounts that are to be used for each of such purposes.

**Donald L. Mims, CPA, MPA
Administrator
Montgomery County Commission
Montgomery, Alabama**

**MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET**

	ESTIMATED	
	REVENUES	APPROPRIATIONS
General Fund	\$ 74,068,238	\$ 74,068,238
Emergency Fund	30,000	0
Workers' Compensation Fund	351,000	351,000
Health Trust Fund	12,563,000	12,563,000
R.E. Life Ins. Fund	100,000	100,000
Liability Fund	586,000	786,000
Gasoline Tax Fund	9,965,513	9,965,513
Public Buildings/Roads/Bridges Fund	6,691,000	7,503,613
Public Highways & Traffic Fund	458,500	600,000
Capital Improvement	832,000	832,000
RRR Gasoline Tax Fund	1,968,000	3,695,000
Severed Material Tax Fund	150,000	150,000
Appraisal Fund	2,975,346	2,975,346
Merit System Fund	1,248,298	1,248,298
Community Corrections	890,726	890,726
Grant Fund	644,406	644,406
G.O. Warrants - 2007 Fund	3,919,654	3,919,654
G.O. Warrants - 2010 Fund	1,349,500	1,349,500
Less: Fund transfer elimination	<u>(14,015,636)</u>	<u>(14,015,636)</u>
TOTAL	\$ 104,775,545	\$ 107,626,658
ADD: BUDGETARY FUND BALANCE		
Emergency Fund	(30,000)	
Liability Fund	200,000	
Public Buildings/Roads/Bridges Fund	812,613	
Public Highway and Traffic Fund	141,500	
RRR Gasoline Tax Fund	<u>1,727,000</u>	
TOTAL BUDGETARY FUND BALANCE	2,851,113	
TOTAL PROPOSED BUDGET	\$ 107,626,658	\$ 107,626,658

Funds included in budget:
 General Fund
 Special Revenue Funds
 Debt Service Funds

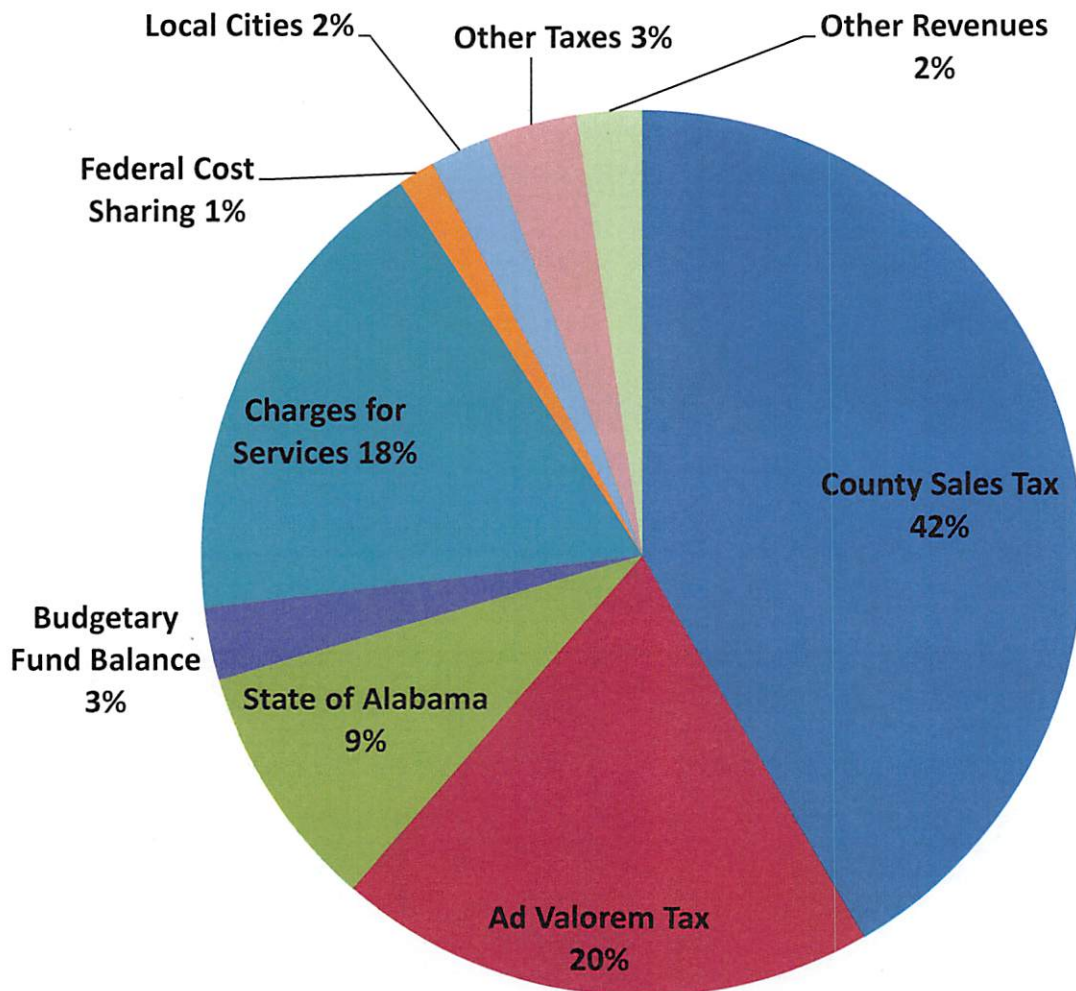
**MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET**

FUNDS NOT INCLUDED IN OPERATING BUDGET

Construction Program Fund
Fiduciary Fund
Law Library Fund
Sheriff's Fund
Revenue Commissioner Special Fund
Solicitor's Fund
Worthless Check Fund
Child Support Fund
Recreation Board Fund
Manufactured Home Trust Fund
Motor Vehicle Special Training
Emergency Management Communication District Board
MV Registration and Titling Technology Fund

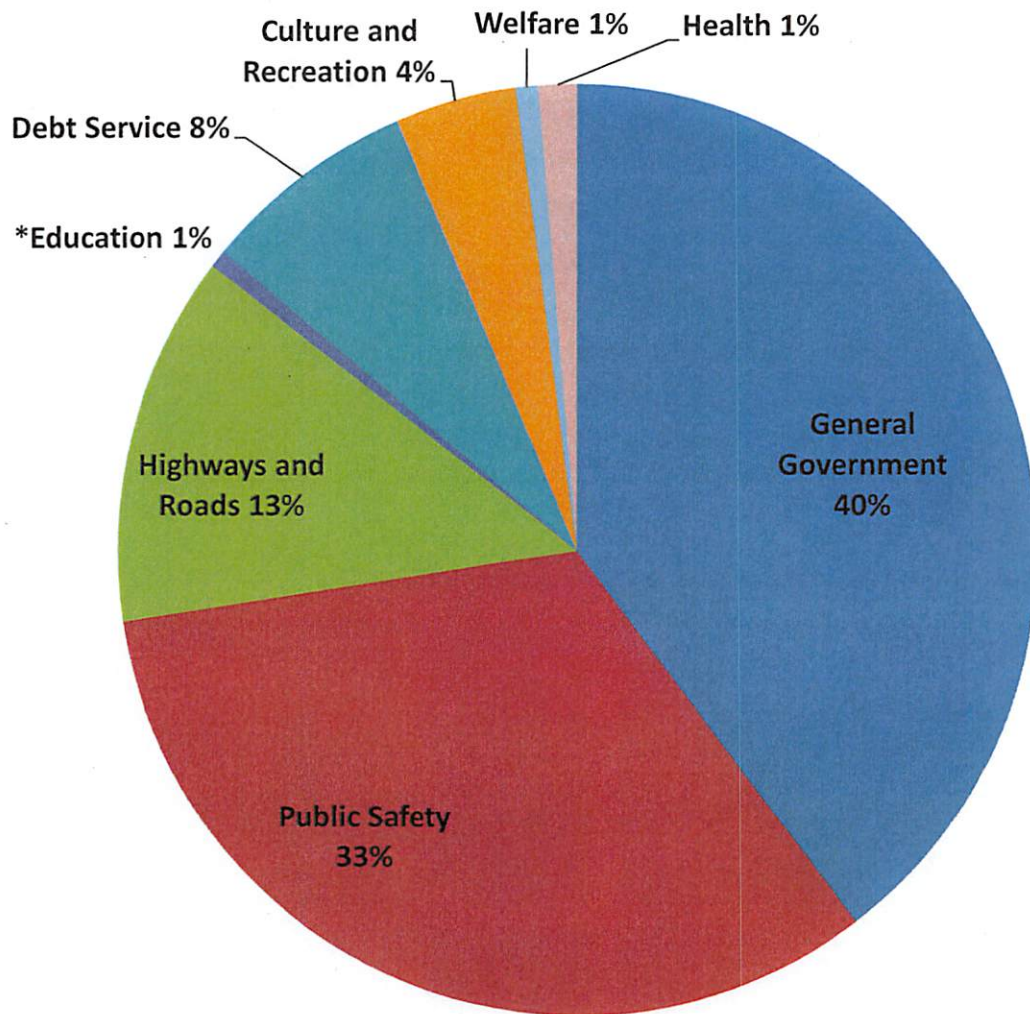
Montgomery County Commission
Estimated Revenues and Budgetary Fund Balance
2017-2018

Type	Percentage	Total
County Sales Tax	42%	\$ 44,770,000
Ad Valorem Tax	20%	21,294,605
State of Alabama	9%	9,802,159
Budgetary Fund Balance	3%	2,851,113
Charges for Services	18%	18,981,840
Federal Cost Sharing	1%	1,445,532
Local Cities	2%	2,356,920
Other Taxes	3%	3,564,000
Other Revenues	2%	2,560,489
Miscellaneous		1,205,816
Interest		80,800
Licenses and Permits		582,100
Board of Education		653,773
Fines and Forfeitures		38,000
	100%	\$ 107,626,658



**Montgomery County Commission
Appropriations
2017-2018**

Type	Percentage	Total
General Government	40%	\$ 42,637,245
Public Safety	33%	35,444,383
Highways and Roads	13%	13,810,513
Education	1%	672,326
Debt Service	8%	8,149,838
Culture and Recreation	4%	4,571,588
Welfare	1%	840,534
Health	1%	1,500,231
	100%	\$ 107,626,658



***Additional \$26 million provided for Education by the 1% County Sales tax for Public Education**

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**MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET**

**Summaries of
DEPARTMENTAL
and
FUND BUDGETS**

**MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET
GENERAL FUND**

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$	13,700,000
County Sales Tax		44,770,000
Salaries for Revenue Commissioner		221,000
County Beer and Wine Tax		134,000
Lodging Tax		2,650,000
Other Tax		780,000
TOTAL TAXES		<u>62,255,000</u>

LICENSE & PERMITS

500,100

INTERGOVERNMENTAL

State Shared Revenue	1,821,890
State Cost Sharing Revenue	1,647,300
Federal Cost Sharing	1,202,532
Local Government Cost Sharing	312,000
TOTAL INTERGOVERNMENTAL	<u>4,983,722</u>

CHARGES FOR SERVICES

Court Fees	909,000
Fees & Commissions - Public Officials	4,156,700
Other Fees & Charges	111,100
TOTAL CHARGES FOR SERVICES	<u>5,176,800</u>

FINES AND FORFEITURES

38,000

MISCELLANEOUS

Interest	10,800
Sales & Rentals	491,816
Other	612,000
TOTAL MISCELLANEOUS	<u>1,114,616</u>

TOTAL ESTIMATED REVENUES

\$ 74,068,238

**MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET
GENERAL FUND**

APPROPRIATIONS

GENERAL GOVERNMENT

County Commission	\$ 863,084
Risk Management	233,933
Public Affairs	87,496
Finance Department	518,828
Judges	477,924
District/Circuit/Domestic Relations Court	3,200
Circuit Clerk	32,465
District Attorney	3,049,634
Pre-Trial/District Attorney	699,833
Court Reporters	166,576
Probate Judge's Office	4,014,081
Revenue Commissioner	1,434,087
Tax and Audit Division	857,119
Support Services/Purchasing	3,426,409
Building Permits	41,414
Election Operating	278,041
Election Administration	384,574
Board of Registrars	288,423
Tax Equalization Board	5,824
Veterans Service Office	700
Forestry Commission	12,150
Industrial Park Utilities/Maintenance	43,000
Industrial Development	43,750
Information Systems	2,071,795
Contingent	25,000
Unemployment Compensation	6,000
TOTAL GENERAL GOVERNMENT	\$ 19,065,340

PUBLIC SAFETY

Sheriff's Office	\$ 14,027,846
Montgomery County Detention Facility	16,121,337
Montgomery City-County Emergency Management Agency	123,539
Coroner's Office	117,280
Youth Facility Net of City Funding	2,953,725
Youth Facility - DYS Subsidy	281,930
Youth Facility - DYS Boot Camp	490,000
Crimestoppers	5,000
Montgomery County Association of Volunteer Fire Departments	190,000
TOTAL PUBLIC SAFETY	\$ 34,310,657

SANITATION- Transfer Station & Storm Water Permit	\$ 148,273
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**MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET**

GENERAL FUND

HEALTH

Health Department	\$ 470,243
Montgomery Area Mental Health Authority	170,000
Family Sunshine Center	31,700
VOCAL	5,000
Animal Shelter	500,000
Chemical Addictions Program, Inc.	37,500
Lighthouse Counseling Center, Inc.	19,200
Council on Substance Abuse - NCADD	11,700
Mosquito Control	58,365
Sickle Cell Foundation	15,750
Community Care Network	17,500
Red Cross	15,000
TOTAL HEALTH	\$ 1,351,958

WELFARE

Transfer of Insane	\$ 7,101
Restor	5,000
Child Protect	3,750
Brantwood Children's Home	12,500
Montgomery Community Action Agency	32,500
Central Alabama Aging Consortium	15,000
Montgomery Area Council on Aging	32,500
Montgomery Area Food Bank	3,750
Pauper Burial	6,000
Joint Public Charity Hospital Board	94,000
Indigent Hospitalization Program	52,500
School to Work/ Summer Apprentice Program	146,777
Central Alabama Community Foundation (BONDS)	7,750
Department of Human Resources	20,000
TOTAL WELFARE	\$ 439,128

CULTURE & RECREATION

City - County Library	\$ 2,109,341
Pike Road Library net of Town of Pike Road funding	164,458
Montgomery Museum of Fine Arts	1,574,911
Montgomery County Recreation Board	495,691
Boys & Girls Clubs	12,500
The United Community Improvement	4,687
Unified YMCA	30,000
ECHO	5,000
Alabama Shakespeare Festival	175,000
TOTAL CULTURE & RECREATION	\$ 4,571,588

**MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET
GENERAL FUND**

APPROPRIATIONS

EDUCATION

City/County School Bonds	\$ 406,216
Montgomery Education Foundation	45,000
Auburn Extension Service	115,570
Montgomery Internal Medicine Residency Program (UAB)	22,500
Thelma Morris After School Program	25,000
Latchkey	28,040
YMCA Childcare Program	30,000
TOTAL EDUCATION	\$ 672,326

CLASSIFIED BY CHARACTER ONLY

In-House Appropriations- General Government Category	\$ 1,645,764
In-House Appropriations-Retiree Health & Life Insurance	2,495,688
Reclassification Reserve	(600,000)
Montgomery Co Building Authority 2006-2015 Capital Lease Obligation	4,475,060
Montgomery Co Public Education Cooperative District Series 2015 Bonds	1,062,600
Education Debt Service Funding	(1,062,600)
Montgomery Energy Conservation Project 2012 G.O. Warrants	398,588
Montgomery Energy Conservation Project 2014 G.O. Warrants	394,436
Agency Appropriations-General Government Category	870,755
TOTAL CLASSIFIED BY CHARACTER ONLY	\$ 9,680,291

TOTAL APPROPRIATIONS **\$ 70,239,561**

TRANSFERS

To Community Corrections Fund	380,726
To Merit Fund	262,143
To Construction Programs Fund	304,054
To General Obligation Warrant Debt Service Funds	5,269,154
Education Debt Service Funding	(2,387,400)
TOTAL TRANSFERS	\$ 3,828,677

TOTAL APPROPRIATIONS & TRANSFERS **\$ 74,068,238**

EMERGENCY FUND

ESTIMATED REVENUES

MISCELLANEOUS

Interest	\$ 30,000
TOTAL ESTIMATED REVENUES	\$ 30,000

APPROPRIATIONS

GENERAL GOVERNMENT-Miscellaneous Expenditures	\$ -
BUDGETARY FUND BALANCE	\$ 30,000

**MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET**

WORKERS' COMPENSATION FUND

ESTIMATED REVENUES

Workers Compensation Contributions	\$ 325,000
Other reimbursements	24,000
Interest	2,000
TOTAL ESTIMATED REVENUES	\$ <u>351,000</u>

APPROPRIATIONS

Workers' Compensation Expenditures	\$ 351,000
TOTAL APPROPRIATIONS	\$ <u>351,000</u>

HEALTH INSURANCE FUND

ESTIMATED REVENUES

Premiums	\$ 12,560,000
Interest	3,000
TOTAL ESTIMATED REVENUES	\$ <u>12,563,000</u>

APPROPRIATIONS

Health Care Costs	\$ 12,563,000
TOTAL APPROPRIATIONS	\$ <u>12,563,000</u>

RETIRED EMPLOYEE LIFE INSURANCE FUND

ESTIMATED REVENUES

Premiums	\$ 100,000
TOTAL ESTIMATED REVENUES	\$ <u>100,000</u>

APPROPRIATIONS

Death Benefit Payments	\$ 100,000
TOTAL APPROPRIATIONS	\$ <u>100,000</u>

LIABILITY FUND

ESTIMATED REVENUES

Premiums	\$ 580,000
Interest	6,000
TOTAL ESTIMATED REVENUES	\$ 586,000
Budgetary Fund Balance	<u>200,000</u>

TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$ <u>786,000</u>
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APPROPRIATIONS

Liability Ins. Costs	\$ 786,000
TOTAL APPROPRIATIONS	\$ <u>786,000</u>

**MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET**

GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE

State Gasoline Tax	\$ 1,645,000
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STATE COST SHARING REVENUE

Engineer's & Assistant Engineer's Salary reimbursement	114,900
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MISCELLANEOUS

Other	<u>102,000</u>
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TOTAL ESTIMATED REVENUES

\$ <u>1,861,900</u>

TRANSFERS

From Public Highway & Traffic Fund	600,000
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From Public Building/Roads/Bridges	<u>7,503,613</u>
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TOTAL TRANSFERS

<u>8,103,613</u>

TOTAL ESTIMATED REVENUES AND TRANSFERS

\$ <u><u>9,965,513</u></u>

APPROPRIATIONS

HIGHWAYS & ROADS

Construction	\$ 1,812,320
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District I	1,694,115
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District II	1,812,791
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District III	2,118,741
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County Engineer's Office	1,393,991
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County Shop	708,881
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Bridge Maintenance	419,674
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Environmental Cleanup	<u>5,000</u>
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TOTAL APPROPRIATIONS

\$ <u>9,965,513</u>

TOTAL APPROPRIATIONS & TRANSFERS

\$ <u><u>9,965,513</u></u>

**MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET**

PUBLIC BUILDING/ROADS/BRIDGES FUND

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$	6,675,000
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MISCELLANEOUS

Interest		16,000
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TOTAL ESTIMATED REVENUES	\$	<u>6,691,000</u>
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Budgetary Fund Balance		<u>812,613</u>
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TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>7,503,613</u></u>
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APPROPRIATIONS

TRANSFERS

To Gasoline Tax Fund	\$	7,503,613
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TOTAL TRANSFERS		<u>7,503,613</u>
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TOTAL APPROPRIATIONS & TRANSFERS	\$	<u><u>7,503,613</u></u>
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PUBLIC HIGHWAY & TRAFFIC FUND

ESTIMATED REVENUES

License & Permits	\$	82,000
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State Shared Revenue		310,000
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Charges for Services		66,500
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TOTAL ESTIMATED REVENUES	\$	<u>458,500</u>
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Budgetary Fund Balance		<u>141,500</u>
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TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>600,000</u></u>
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TRANSFERS

Transfer to Gasoline Tax Fund	\$	600,000
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TOTAL TRANSFERS	\$	<u><u>600,000</u></u>
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CAPITAL IMPROVEMENT FUND

ESTIMATED REVENUES

State Shared Revenue	\$	830,000
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Interest		2,000
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TOTAL ESTIMATED REVENUES	\$	<u><u>832,000</u></u>
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APPROPRIATIONS

Buildings Repair and Improvements	\$	832,000
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TOTAL APPROPRIATIONS	\$	<u><u>832,000</u></u>
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**MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET**

RRR GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUES

Motor Vehicle License - Act 84-186	\$ 428,000
Petroleum Inspection Fee - Act 84-185	117,000
4 cent Gasoline Tax	920,000
5 cent Gasoline Tax	460,000
Additional excise tax	32,000
TOTAL STATE SHARED REVENUES	\$ 1,957,000

MISCELLANEOUS

Interest	\$ 11,000
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TOTAL ESTIMATED REVENUES

	\$ 1,968,000
Budgetary Fund Balance	1,727,000
TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	\$ 3,695,000

APPROPRIATIONS

Restriping & Resigning	115,000
Resurfacing	3,580,000
TOTAL APPROPRIATIONS	\$ 3,695,000

SEVERED MATERIAL TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE	\$ 150,000
TOTAL ESTIMATED REVENUES	\$ 150,000

APPROPRIATIONS

Road Bldg Materials and Supplies	\$ 150,000
TOTAL APPROPRIATIONS	\$ 150,000

APPRAISAL FUND

ESTIMATED REVENUES

COST SHARING

State of Alabama	\$ 564,203
Montgomery County	698,605
Board of Education	653,773
Local Cities	1,058,765
TOTAL ESTIMATED REVENUES	\$ 2,975,346

APPROPRIATIONS

General Government	\$ 2,975,346
TOTAL APPROPRIATIONS	\$ 2,975,346

**MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET**

MERIT SYSTEM FUND

ESTIMATED REVENUES	
City of Montgomery	\$ 986,155
TRANSFERS	
Transfer from General Fund	<u>262,143</u>
TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	<u><u>\$ 1,248,298</u></u>

APPROPRIATIONS	
General Government	\$ <u>1,248,298</u>
TOTAL APPROPRIATIONS	<u><u>\$ 1,248,298</u></u>

COMMUNITY CORRECTIONS FUND

ESTIMATED REVENUES	
Alabama Department of Corrections	\$ 360,460
Client Fees	149,540
TOTAL ESTIMATED REVENUES	<u>\$ 510,000</u>
TRANSFERS	
Transfer From General Fund	380,726
TOTAL ESTIMATED REVENUES	<u><u>\$ 890,726</u></u>
APPROPRIATIONS	
Public Safety	\$ <u>890,726</u>
TOTAL APPROPRIATIONS	<u><u>\$ 890,726</u></u>

GRANT FUND

ESTIMATED REVENUES	
Federal and State Grants	\$ <u>644,406</u>
TOTAL ESTIMATED REVENUES	<u><u>\$ 644,406</u></u>
APPROPRIATIONS	
Grant Appropriations	\$ <u>644,406</u>
TOTAL APPROPRIATIONS	<u><u>\$ 644,406</u></u>

**MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET**

GENERAL OBLIGATION WARRANTS 2007/2015 DEBT SERVICE FUND

TRANSFERS

Transfer from General Fund	\$ <u>3,919,654</u>
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TOTAL TRANSFERS

\$ <u><u>3,919,654</u></u>

APPROPRIATIONS

Principal	\$ 2,740,000
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Interest	<u>1,179,654</u>
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TOTAL APPROPRIATIONS

\$ <u><u>3,919,654</u></u>

GENERAL OBLIGATION WARRANTS 2010-A DEBT SERVICE FUND

REVENUE AND TRANSFERS

Transfer from General Fund	\$ <u>1,349,500</u>
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TOTAL REVENUE AND TRANSFERS

\$ <u><u>1,349,500</u></u>

APPROPRIATIONS

Principal	\$ 950,000
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Interest	<u>399,500</u>
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TOTAL APPROPRIATIONS

\$ <u><u>1,349,500</u></u>

Emergency Management Communication District Board

		2018 Proposed Budget
Account Number	Account Description	
REVENUES		
Department: 40000 - Non Dept		
MS - Miscellaneous		
47908	911 Fees	710,000
REVENUES Total		<u>\$710,000</u>
EXPENSES		
SA - Salaries and Benefits		
110	Salaries	53,705
121	Retirement	5,929
122	Health Insurance	8,796
123	Life Insurance	111
124	Social Security	4,128
125	Workers Compensation	538
Account Classification Total: SA - Salaries and Benefits		<u>\$73,207</u>
SB - Other Payroll and Benefits		
101	Reimbursements to General Fund for Dispatch expense	230,000
Account Classification Total: SB - Other Payroll and Benefits		<u>\$230,000</u>
OP - Other Operating		
180	Geographic Information Sys(GIS)	1,200
211	Office Supplies/Minor Equipment	25,000
240	Repair & Main - Software License	100,000
255	Cellular Service	60,000
499	Administration Expense	80,221
605	Long Term Lease-MCC project-City of Mtgy	140,372
Account Classification Total: OP - Other Operating		<u>\$406,793</u>
EXPENSES Total		<u>\$710,000</u>
REVENUE GRAND Totals:		<u>\$710,000</u>
EXPENSE GRAND Totals:		<u>\$710,000</u>
Net Grand Totals:		<u>\$0.00</u>



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

SEP -5 2017

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

MEMORANDUM

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

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

Date: August 30, 2017

Subject: 2017 Edward Byrne Memorial JAG equipment grant
Interlocal Cooperative Agreement

In our support of the 2017 Edward Byrne Memorial JAG Equipment Grant, the Montgomery County Commission held a public hearing during their August 21, 2017 meeting. The attached Interlocal agreement was not available at the time of that meeting, therefore, we are requesting that this item be placed on the agenda and ratified during the September 5, 2017 meeting of the County Commission.

RW/dc

cc: Derrick Cunningham, Sheriff

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

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

The State of Alabama

County of Montgomery

INTERLOCAL COOPERATAION AGREEMENT

by and between

THE CITY OF MONTGOMERY, ALABAMA

and

MONTGOMERY COUNTY, ALABAMA

RELATING TO

FY2017 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Interlocal Cooperation Agreement is made and entered into this the ____ day of August 2017, by and between Montgomery County, Alabama, a body corporate and politic of the State of Alabama (hereinafter referred to as "the County") and the City of Montgomery, Alabama, an Alabama municipal body corporate and politic (hereinafter referred to as "the City"), both of whom witnesseth as follows:

WHEREAS, this Agreement is made under the applicable laws of the State of Alabama to enter into agreements setting forth the powers, authorities and responsibilities to be exercised by each of them pursuant to the terms of this Agreement. Each of the City and the County are duly organized, under the laws of the State of Alabama, and each has full power and authority to execute, deliver and perform this Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City agrees to pay the County approximately \$33,558.40 which represents 40 percent of the Award.

WHEREAS, the City and the County believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the parties hereto, intending to be bound by the terms and conditions set forth herein, do hereby agree hereto as follows:

A. Purpose and Findings

This Agreement is made and entered into by the parties hereto in order to define the responsibilities of the City and the County in connection with the 2017 Edward Byrne Memorial Justice Assistance Grant (JAG).

B. Payment of Funds

The City agrees to pay the County approximately \$33,558.40 of the JAG funds awarded. Both parties agree that public notification cost might be deducted from the total amount of the JAG Award. The Award will be issued to the City. The City may then reduce the total award by the cost of public notification. The County will purchase and pay for all items approved in the grant budget. The invoice, purchase order and proof of payment must then be sent to the Montgomery Police Department's Finance Officer for review. If all items are part of the approved grant budget, or have been approved in writing by BJA, paperwork will be forwarded to the City Grants Accountant for reimbursement from the County's grant funds. Reimbursement will only be made up to the County's award amount, if the items are approved and all paperwork has been received.

C. Period of Agreement

This Agreement shall remain in effect for one year beginning with the 2017 Byrne Memorial Justice Assistance Grant distribution.

D. Responsibilities

The City is responsible for the use of their portion of the JAG Award. The City is responsible for the administration of their portion of the JAG Award including the disbursement of the funds, monitoring their portion of the award, submitting reports including performance measure and program assessment data. The County has no responsibility or liability as to the City's portion of the JAG Award.

The County is responsible for their use of their portion of the JAG Award. The City is responsible for the administration of their portion of the JAG Award including the disbursement of the funds, assessment data, performance measures and program assessment data. The City shall have no responsibility or liability as to the County's portion of the JAG Award. The County is responsible for sending copies of all receipts and invoices for JAG purchases to the City for auditing purposes. These receipts should be sent as soon as received.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishings of the services by the other party.

E. Administrrating Funds

The City agrees not to use any of the JAG Award for costs associated with administering the JAG Award. The City further agrees not to charge the County any fee for administering the JAG Award. The only cost to be deducted from the entire JAG Award is that of public notification.

F. Disparate Certification

The parties both agree that the County is entitled to a disparate allocation.

G. Accounting

Each party shall be responsible for all required accounting of their portion of the JAG Award. The City shall submit all quarterly reports as required by the US Department of Justice, Office of Management and Budget for both City and County Agencies for the entire grant period as well as performance reports.

H. Public Notification

The City is responsible for proper advertising of the receipt of the JAG Announcement consistent with all applicable rules, statutes and regulations.

I. Imposition of Liability

Nothing in the performance of this Agreement shall impose any liability for claims against the County.

Nothing in the performance of this Agreement shall impose any liability for claims against the City.

J. Third Parties

Nothing herein shall be construed to provide any rights to any third party. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

K. Entire Agreement

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

L. Miscellaneous

If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other paragraph or portion of this Agreement.

This Agreement shall ensure to the benefit of the City and the County and shall be binding upon the City and the County and their respective successors and assigns.

This Agreement shall be governed as to its validity, construction and performance by the laws of the State of Alabama.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall, when taken together, constitute but one and the same agreement.

The descriptive headings of the several paragraphs of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ATTEST:

CITY OF MONTGOMERY, ALABAMA

Granda Lee Blalock
City Clerk

By

Mayor

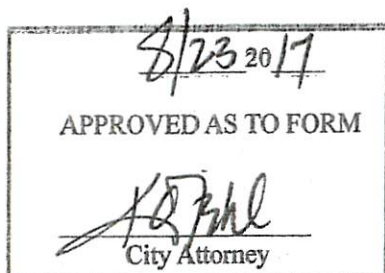
ATTEST:

MONTGOMERY COUNTY, ALABAMA

Administrator, Montgomery
County Commission

By:

Chairman, Montgomery County
Commission



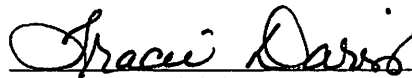
ACKNOWLEDGMENT BY THE CITY

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Todd Strange and Brenda Blalock whose names, as Mayor and City Clerk, respectively, of the City of Montgomery, are signed to the foregoing Agreement, and who are known to me, as such Mayor and City Clerk, respectively, and with full authority, executed the same voluntarily for and the act of City of Montgomery.

Given under my hand and seal on this the 28th day of August, 2017.



Notary Public

My commission expires:

My Commission Expires:

October 30, 2019

ACKNOWLEDGMENT BY THE COUNTY

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Elton N. Dean and Donald L. Mims whose names, as Chairman and County Administrator, respectively, of the County Commission of Montgomery County, Alabama, are signed to the foregoing Agreement, and who are known to me, acknowledged before me, that being informed of the contents of said Agreement, they, as such Chairman and County Administrator, respectively, and with full authority, executed the same voluntarily for and the act of County Commission of Montgomery County, Alabama.

Given under my hand and seal on this the _____ day of August, 2017.

Notary Public

My commission expires: _____

AGENDA

SEP -5 2017

August 4, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

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

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

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

RTG

Attachment



1 — 2 — 3 — 4
 Review Order Terms & Conditions Payment Confirmation

Bill To:

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

Date: 8/02/2017**Account Executive:** Nathan Roberson

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

License Term: 1 Year**Imagery:** AL Montgomery, AL Montgomery Metro

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

Back

Next

AGENDA

SEP -5 2017

August 4, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

SUBJECT: ESRI Software Maintenance Renewal

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

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

RTG

Attachment



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

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

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

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

Quotation #25795980
Document Date: 07/02/2017

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

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

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

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

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

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

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

4-2

**esri**

380 New York Street
 Redlands, CA 92373
 Phone: 909-793-2853/2521
 Fax #: 909-307-3083

Quotation

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

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

Send Purchase Orders To:

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

Please include the following remittance address on your Purchase Order:

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

Customer Number: 159286

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

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

Quotation is valid for 90 days from document date.

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

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

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

[CSBATCHDOM]

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

4.3



esri[®]

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

Quotation

Page 2

Date: 07/02/2017

Quotation Number: 25795980

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

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

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

[CSBATCHDOM]



esri[®]

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

Quotation

Page 3

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

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

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

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

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

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

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

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

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

Please check one of the following:

_____ I agree to pay any applicable sales tax.

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

Signature of Authorized Representative

Date

Name (Please Print)

Title

[CSBATCHDOM]



Ronald L. Jones
Chief Examiner

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

State of Alabama
Department of
Examiners of Public Accounts

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

AGENDA

SEP -5 2017

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

August 2, 2017

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

Dear Mr. Dean:

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

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

Sincerely,

James E. Hall, CPA
Director County Audit Division

JEH/np

Enclosure

2017 AUG -4 AM 8:51

STATE OF ALABAMA
MONTGOMERY COUNTY

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

_____ day of _____, 20__.

STATE OF ALABAMA
Department of Examiners
of Public Accounts



Ronald L. Jones
Chief Examiner

STATE OF ALABAMA
Montgomery County Commission

Elton N. Dean, Sr.
Chairman

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

SEP -5 2017

August 31, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: BBVA Compass Bank Commercial Card Agreement and Related Addendum to
Commercial Card Agreement, Incentive Payment Agreement

The Montgomery County Commission, during its meeting on August 21, 2017, agreed to place on the next agenda a BBVA Compass Bank Commercial Card Agreement and related Addendum to Commercial Card Agreement, Incentive Payment Agreement.

I am requesting that the Commission approve this Agreement.

/tn

Attachment

BBVA Compass Commercial Card Agreement

Company Name: _____ Date: _____

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

1. INTRODUCTION

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

2. DEFINITIONS.

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

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

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

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

3. COMPANY SETUP INFORMATION

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

4. DESIGNATION OF CARDHOLDERS AND ADMINISTRATORS; ISSURANCE OF CARDS

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

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

5. BUSINESS PURPOSE; LIMITATIONS ON CARDHOLDER USE

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

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

6. FEES

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

7. ILLEGAL TRANSACTIONS

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

8. PERIODIC BILLING

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

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

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

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

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

9. PAYMENT IN FULL REQUIRED

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

10. LATE CHARGE

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

11. CREDIT LIMITS

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

12. UNAUTHORIZED USE AND DISPUTED TRANSACTIONS

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

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

13. LOST/STOLEN CARDS

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

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

14. OTHER OPTIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

15. THIRD-PARTY SERVICES.

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

16. VIRTUAL CARD ACCOUNTS

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

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

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

17. NOTICES

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

Mailing Address:

BBVA Compass
Attn: Commercial Card Operations
15 20th Street South, Suite 1502
Birmingham, AL 35233

Overnight Address:

BBVA Compass
Attn: Commercial Card Operations
15 20th Street South, Suite 1502
Birmingham, AL 35233

Email Address: commercialcardservices@bbvacompass.com

Fax Number: 205-524-3489

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

18. NONUSE OF SERVICE

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

19. TERMINATION

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

20. INDEMNIFICATION

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

21. LIMITATION ON BBVA COMPASS'S LIABILITY

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

MASTERCVERAGE® LIABILITY PROTECTION PROGRAM AND VISA® LIABILITY PROGRAM

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

22. FINANCIAL INFORMATION

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

23. LIABILITY FOR TAXES

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

24. GOVERNING LAW

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

25. HEADINGS

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

26. VALIDITY

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

27. BINDING EFFECT

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

28. MERGER OF AGREEMENTS

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

29. ATTORNEYS' FEES AND OTHER COLLECTION CHARGES

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

30. INTERNATIONAL TRANSACTIONS

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

31. AMENDMENTS

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

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

32. SEVERABILITY

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

33. CROSS COLLATERALIZATION

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

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

Company _____

By: _____

Its: _____

Authorized signer

Print name

Signature

Date

ADDENDUM TO COMMERCIAL CARD AGREEMENT Incentive Payment Agreement

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

1. Definitions:

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

2. Monthly Rebate

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

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

6-12

ADDENDUM TO COMMERCIAL CARD AGREEMENT

Incentive Payment Agreement

3. Commercial Card Program & Software Application Information Fees

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

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

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

Company: Montgomery County Commission

Date _____

Authorized Representative and Title _____

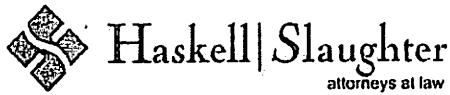
Signature _____

BBVA Compass

Date _____

Authorized Representative and Title _____

Signature _____



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

TTG

August 16, 2017

To: Donnie Mims

From: Thomas T. Gallion, III

Re: BBVA Compass Commercial Card Agreement and Related Addendum

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

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

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

50051-317

SEP -5 2017

Montgomery County Youth Facility

Memo

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

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

Thank you for your consideration in this matter.



MEMORANDUM OF UNDERSTANDING

Between the Administrative Office of Courts and The Montgomery County Commission

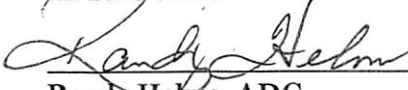
I. This Memorandum of Understanding ("MOU") is hereby entered into by and between the State of Alabama (hereinafter referred to as the "State"), acting through the Administrative Office of Courts of the Unified Judicial System of Alabama (hereinafter referred to as the "AOC"), and the Montgomery County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

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

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

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

APPROVED:



Randy Helms, ADC
Administrative Office of Courts

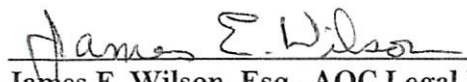
8/10/17

Date

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

Date

REVIEWED BY:



James E. Wilson, Esq., AOC Legal Division

August 10, 2017

Date

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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AGENDA

SEP -5 2017

August 30, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Memorandum of Agreement regarding the Director of Risk Management Position

The Montgomery County Commission, at its meeting on August 21, 2017, agreed to place on the next agenda the attached Memorandum of Agreement with the City of Montgomery for the Director of Risk Management Position.

I am requesting approval of this item.

Attachment

DLM/tn

- A COUNTY OLDER THAN THE STATE -

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

MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

NOW THEREFORE, the Parties agree to the following:

1. **Agreement Period.** The term of this Agreement shall be for a term of three years commencing at the date of execution by the authorized representatives from both governing entities.
2. **Duties of the Director.** Except as otherwise provided in this Agreement, the Director of Risk Management shall report to the County Administrator. The Director shall manage and supervise the staff of the County that possess direct jurisdiction over risk management matters. However, the Director shall coordinate his or her activities through the City's Chief of Staff relating to any matters involving the City and its staff that possess direct jurisdiction over risk management matters for the City.
3. **Joint Risk Management Committee.** (a) Upon execution of this Agreement, the Joint Risk Management Committee ("Committee") is established. The Committee shall be composed of five members, with two members appointed by the Mayor, two members appointed by the Chair of the County Commission and one member appointed jointly by the Mayor and the

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

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

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

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

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

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

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

Todd Strange, Mayor
City of Montgomery

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

Witness

Witness

AGENDA

SEP -5 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: August 8, 2017

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

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

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

Gulf Atlantic Culvert Co., Inc. would like to increase pricing by 2% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with George Speaker, County Engineer.

Attachment

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

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

Amendment No. 1

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

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

All other provisions of the contract remain the same.

WITNESS:

GULF ATLANTIC CULVERT CO., INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

SEP -5 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: August 11, 2017

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

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

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

Sea Coast Disposal, Inc. would like to increase pricing by 4.9% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with George Speake, County Engineer.

Attachment

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

**Amendment
To
Contract # 51100-15B-033**

Amendment No. 3

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

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

All other provisions of the contract remain the same.

WITNESS:

SEA COAST DISPOSAL, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

SEP - 5 2017

August 31, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Director of Risk Management

SUBJECT: Property Insurance Renewal

On August 21, 2017, I met with the County Commission to discuss the Property Insurance renewal effective 10/1/17. The property insurance premium for the coming year from October 1, 2017 through September 30, 2018 is projected to be \$106,500. This amount represents the same rate as last year's rates of \$.492 per \$1,000 of value. The rates were secured through Junie Pierce of Colonial Insurance with Affiliated FM Insurance.

I am requesting the County Commission's approval of this item outlined above.

Scott Kramer

Συβφεχτ:
Ατταχήμεντο:

FW: Montgomery County & City
States Compensation Forms.pdf

Scott:

Below is the email confirming a flat renewal rate on the County's Property.

Ivy Crumpton

Account Executive

AssuredPartners NL

5251 Hampstead High Street, Unit 200
Montgomery, AL 36116
P 334.270.6798 F 334.270.6797
ivy.crumpton@assuredpartners.com
www.assuredptrnl.com

DISCLAIMER

From: McQueen, Kendra [<mailto:kendra.mcqueen@affiliatedfm.com>]
Sent: Wednesday, August 16, 2017 1:03 PM
To: Ivy Crumpton <Ivy.Crumpton@assuredpartners.com>
Cc: Junie Pierce <Junie.Pierce@assuredpartners.com>
Subject: RE: Montgomery County

Thanks Ivy! Per our conversation, we can agree to a flat rate for this year's renewal. I show the current average account rate is .0492.

I noticed that they did trend their building values for inflation which is good. We will need to rate based on the MSB estimated building value for 100 & 101 S. Lawrence (\$45,420,510). I've attached the MSB report again for reference.

I'll use the expiring values for EDP equipment (\$2.4M) and Extra Expense (\$5.253M) -unless they have updated values for these items.

I've amended the SOV to include the above changes (please see attached).

Best regards,
Kendra

Kendra McQueen, CPCU, ARM | Assistant Vice President, Senior Production Underwriter
Affiliated FM Insurance Company | 3460 Preston Ridge Road, Ste. 400 | Alpharetta, GA 30005
T: 770-777-3836 | F: 770-777-3902 | E: kendra.mcqueen@affiliatedfm.com



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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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WWW.MC-ALA.ORG

AGENDA

SEP -5 2017

August 31, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Director of Risk Management

SUBJECT: Excess Liability Insurance Renewal

On August 21, 2017, I met with the County Commission to discuss the excess liability insurance premium for the coming year. The coverage is for fiscal year October 1, 2017 through September 30, 2018 with a projected premium including broker fees of \$186,000 which represents the same rates as the current year rates. The coverage amount is \$5 Million with a deductible of \$750,000. This coverage was secured through Junie Pierce of Colonial Insurance with States Self-Insurers Risk Retention Group. There are no changes to the policy.

I am requesting the County Commission's approval of this item outlined above.

- A COUNTY OLDER THAN THE STATE -

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

12-1



INSURANCE PROPOSAL				
To: Colonial Insurance 5251 Hampstead High St, Unit 200 Montgome AL 36116 Attn: Junie Pierce		From: Jay Mathiason, CPCU States Self-Insurers Risk Ret. Grp. 222 S Ninth St Suite 2700 Minneapolis, MN 55402-3332		
Proposal For: Montgomery County Commission		Proposal Expires On: 10/1/2017		
ONE YEAR PROPOSAL				
OPTION 1				
Company Limits	Self-Insured Retention Limit	PREMIUM	TRIA	TOTAL
\$5,000,000 /Occ	\$750,000 /Occ	\$171,857	\$5,156	\$177,013
\$5,000,000 /Agg				
OPTION 2				
Company Limits	Self-Insured Retention Limit	PREMIUM	TRIA	TOTAL
\$0 /Occ	\$0 /Occ	\$0	\$0	\$0
\$0 /Agg				
OPTION 3				
Company Limits	Self-Insured Retention Limit	PREMIUM	TRIA	TOTAL
\$0 /Occ	\$0 /Occ	\$0	\$0	\$0
\$0 /Agg				
OPTION 4				
Company Limits	Self-Insured Retention Limit	PREMIUM	TRIA	TOTAL
\$0 /Occ	\$0 /Occ	\$0	\$0	\$0
\$0 /Agg				
SPECIAL TERMS AND CONDITIONS				
Occurrence Policy Form				
⇒ The quoted premium is net of commission. ⇒ All premiums are due at the inception date of the policy. ⇒ Premiums will be annually rerated to reflect experience and exposure. ⇒ TRIA Act Coverage must be elected or declined. If declined, a Terrorism exclusion will apply. ⇒ Maximum Limit - Auto is not in Maximum ⇒ Auto Definition ⇒ Named Insured ⇒ Obligation to Resolve Claims ⇒ ⇒ ⇒ ⇒ ⇒				
***Please see attached for any additional terms and conditions.				
 _____ Signed				8/24/2017 _____ Date

12-2

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
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AGENDA

SEP -5 2017

August 24, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Excess Health Insurance Renewal

On August 21, 2017, I met with the County Commission to discuss the excess health insurance premium effective 10/1/17. This rate secured through Mike Hicks with Alliance Insurance Group was based on a 0.6% increase plus an additional 5% to keep the premium reward feature with Optum Insurance. As such, the renewal rates include a monthly single rate of \$7.44 and a family rate of \$18.00. Based on our experience this year, we will receive premium rewards for approximately \$22,000 which represents 13.3% of the premium. The deductible will remain the same at \$250,000 with a \$20,950 aggregate specific deductible. The projected premium (less the premium reward) for the period October 1, 2017 – September 30, 2018 is \$147,409.

I am requesting the County Commission's approval of this item outlined above.

- A COUNTY OLDER THAN THE STATE -

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



Medical Stoploss

Effective Date: October 1st 2017

Contract Terms: 36/12

Laser Liability: See below

Estimated Enrollment: 1096 Contracts
Maximum Specific Benefit: Unlimited

Specific Stoploss Coverage:	Expiring Optum	Renewal	Option 2
Deductible:	\$250,000	\$250,000	\$275,000
Aggregating Deductible:	\$20,950	\$20,950	\$20,950
Specific Rates:			
Single:	\$7.02	\$7.44	\$6.83
Family:	\$16.97	\$18.00	\$16.52
Specific Premium	\$148,420	\$157,409	\$144,478
Alliance Insurance Group Fee	\$12,000	\$12,000	\$12,000
Estimated Annual Premium:	\$160,420	\$169,409	\$156,478
% Change		5.6%	-2.4

Mishik Stafford will have a Specific Deductible of \$350,000

Aggregating Specific Deductible: For every dollar you change the deductible the premium exchange is dollar for dollar.

Policy includes Optum Experience Reward Rider: As of 8/23/17 the estimated ERO refund for the 2016-17 plan year is approximately \$22,000. This is an estimate and could change based on claims experience.

E M P L O Y E E B E N E F I T C O N S U L T A N T S

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

DANIEL HARRIS, JR.
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AGENDA

SEP - 5 2017

August 22, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Director of Risk Management

SUBJECT: Life Insurance Renewal

On August 21, 2017, I met with the County Commission to discuss the renewal of the group life insurance and AD&D coverage. A two year rate guarantee effective June 1, 2016 was secured through John Dorough of Harmon Dennis Bradshaw with Standard Life at a rate of \$.10 / \$1000 of coverage plus the broker fee for the Life Insurance. The AD&D coverage will remain at a rate of .015 / \$1,000. The estimated annual cost for the period June 2017 – June 2018 is \$51,000.

I am requesting the County Commission's approval of this item outlined above.

Cc: Florence Cauthen, Deputy Administrator

Scott Kramer

Συβφεχτ:

FW: Annual letter for Commission- Life Insurance

August 21, 2017

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

RE: Montgomery County Commission Group Life and AD&D Insurance Program (rates and guarantee period)

Dear Scott,

Effective 6-1-2016, we moved the MCC Group Life and AD&D Insurance Program from The Hartford to The Standard.

The Hartford had been an excellent partner for the past several years but was asking for an unwarranted increase. As a result of the quote process and the ultimate move to The Standard, we were able to secure a significant rate reduction (see below).

In force rates with The Hartford until 6-1-2016 were:

Group Life: \$0.155
Group AD&D: \$0.015

Effective 6-1-2016, new rates with The Standard (until 6-1-2018) are:

Group Life: \$0.100
Group AD&D: \$0.015

We appreciate again the opportunity to provide this valuable coverage for the Montgomery County Commission.

Sincerely,

John W. Dorough, III, GBDS
Manager, Individual and Employee Benefits Department
Harmon Dennis Bradshaw, Inc.
7115 Halcyon Summit Drive
Montgomery, AL 36117
(334) 273.7277 (phone)

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

SEP -5 2017

August 22, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Director of Risk Management

SUBJECT: Blue Cross Blue Shield Health Plan Administrative Fees, COBRA, Dental,
Workers Comp Insurance Renewal and FSA Administration

On August 21, 2017, I met with the County Commission to discuss Blue Cross Blue Shield administering the Health Reimbursement and Flexible Spending Accounts effective January 1, 2017. Health Equity will administer the flexible spending account plan for \$3.95 per participating contract per month. This amount represents a slight reduction from last year's amount.

In addition the Blue Cross administrative fees to process the health claims will be \$42.50 / contract / month for Health and \$2.00 / contract / month for Dental. Worker's Compensation fees will remain at 8.4% of paid claims. The recommended COBRA rates effective October 1, 2017 are outlined as follows:

The PPO COBRA combined health and dental rates will be:

1. Single - \$741.02
2. Family - \$1303.08

The HMP COBRA combined health and dental rates will be:

1. Single - \$651.45
2. Family - \$1149.59

I am requesting the County Commission's approval of the recommendations outlined above.

- A COUNTY OLDER THAN THE STATE -

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

15-1



**BlueCross BlueShield of
Alabama**

August 22, 2017

Montgomery County Commission
Attention: Scott Kramer
101 South Lawrence Street
Montgomery, AL 36104

Dear Scott,

The Blue Cross and Blue Shield of Alabama Administrative Fee will change to: \$42.50 per contract per month for Health and \$2.00 per contract per month on Dental. The administrative fee will remain \$1.00 per contract per month for the data interfacing with the current behavioral health carrier. The FSA/HRA administrative fee will decrease to \$3.95 per participating contract per month. For participants with multiple accounts, the fee is charged for only one account. Worker's Compensations administrative fee will remain 8.40% of paid claims. Teladoc will be added on the HMP plan and the admin fee will be \$2.05 per contract per month.

The PPO COBRA rates will remain:

Single Health \$725.43
Family health \$1,247.99

The HMP COBRA rates will remain:

Single Health \$635.86
Family Health \$1,094.50

The Dental rates will remain:

Single dental \$15.59
Family dental \$55.09

PPO Combined single health and dental =
\$741.02

HMP combined single health and dental =
\$651.45

PPO Combined family health and dental =
\$1,303.08

HMP combined family health and dental =
\$1,149.59

The above fees and COBRA rates are effective October 1, 2017-September 30, 2018.

Please sign below indicating your acceptance of these fees and acknowledge Montgomery County Commission will be renewing with Blue Cross and Blue Shield of Alabama.

Signature: _____

Please let me know if you have any questions.

Sincerely,

Nora Boyd
Account Manager

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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FAX: 334.832.2533
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AGENDA

SEP - 5 2017

August 22, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer 
Director of Risk Management

SUBJECT: Vision Plan Renewal

On August 21, 2017, I met with the County Commission to discuss the renewal of the VSP vision plan renewal. A four year rate guarantee effective October 1, 2017 was secured through John Dorough of Harmon Dennis Bradshaw with VSP at the current rates of \$3.68 per month for individual coverage and \$10.13 per month for family coverage. The co-pay for the eye exams will decrease from \$30 to \$20. In addition, the frame / contact lens allowance will increase from \$120 to \$140.

I am requesting the County Commission's approval of this item outlined above.

Cc: Florence Cauthen, Deputy Administrator

August 9, 2017

Mr. John Dorough, III
Manager, Individual and Employee Benefits Department
HARMON DENNIS BRADSHAW, INC.
7115 Halcyon Summit Drive
Montgomery, AL 36117

Dear John:

As a valued customer of VSP since January 1, 2016, we hope our mutual client, *Montgomery County Commission*, and their employees have enjoyed a positive outcome with all aspects of our services.

VSP reviewed *Montgomery County Commission's* program and developed rates based on the experience of their vision care program. These rates are outlined below. Many factors are considered when determining rates, such as utilization, claim frequency, retention and trends. The rates include any applicable taxes and health assessment fees.

Group Name:	<i>Montgomery County Commission</i>
Group Number:	30063250
Renewal Period:	January 1, 2018 – December 31, 2021 (48 months)
Plan Design	Choice Plan – Exam, lenses every 12 months and frames every 24 months
Copayment:	\$30 Exam / \$30 Materials
Current Allowances:	\$120 Frame / \$120 Elective Contact Lens
Current Rates:	\$3.68 / \$10.13

Recommended Renewal Enhancement Plan

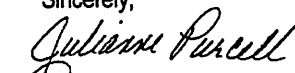
Plan Design:	Choice Plan – Exam, lenses every 12 months and frames every 24 months
Copayment:	\$20 Exam / \$20 Materials
Allowances:	\$140 Frame / \$140 Elective Contact Lens
Renewal Plan Rates:	\$3.68 / \$10.13

Confirm your election of the Proposed Renewal: ☐ Renewal

Please have the appropriate group representative sign the renewal below and fax or email a copy of this renewal to Julianne Purcell at julianne.purcell@vsp.com and Angela Smith at angela.smith@vsp.com or fax 404.816.1914.

We appreciate your business and value our relationship with your organization.

Sincerely,


Julianne Purcell

Authorized Group Representative Signature

16-2

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
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334.832.1210
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TDD: 334.265.3568
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AGENDA

SEP -5 2017

August 22, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Director of Risk Management

SUBJECT: Excess Workers Compensation Insurance

On August 21, 2017, I met with the County Commission to discuss the results of the RFP (Request for Proposal) for Excess Workers Compensation Insurance coverage effective 10/1/17. The winning proposal was secured through Perry Hooper, Jr. of Palomar Insurance. The insurance carrier is with New York Marine & General Insurance. The estimated annual excess workers comp premium for the coming year from October 1, 2017 through September 30, 2018 is \$72,000. This premium amount is .189 per \$100 of payroll and represents a 1% decrease from last year's rate. The deductible will decrease from \$600,000 to \$500,000 (and \$750,000 for sworn officers).

I am requesting the County Commission's approval of this item outlined above.

- A COUNTY OLDER THAN THE STATE -

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

17-1



September 5, 2017 - Minutes of Regular Meeting
Montgomery County Commission

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
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TDD: 334.265.3568
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AGENDA

SEP -5 2017

August 30, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Payment of 2017-2018 Association Dues to the Association of County
Commissions of Alabama

The Montgomery County Commission, at its meeting on August 21, 2017, agreed to place on the next agenda payment of 2017-2018 Association Dues to the Association of County Commissions of Alabama (ACCA).

I am requesting approval of these dues.

DLM/tn

Attachment

- A COUNTY OLDER THAN THE STATE -

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



August 1, 2017

INVOICE

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

2017-2018 Association Dues

\$14,124

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

Payment Due October 1, 2017



P.O. Box 5040 • Montgomery, Alabama 36103

Telephone 334-263-7594 • Fax 334-263-7678

www.alabamacounties.org

Hon. Bill Strickland, Marshall County, President

Sonny Brasfield, Executive Director

August 1, 2017

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

Dear Chairman Dean:

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

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

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

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

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

Sincerely,

Sonny Brasfield
Executive Director

Enclosure

cc: County Administrator

67 Counties, *One* Voice

2017 AUG -3 AM 9:06
COUNTY CLERK
MONTGOMERY COUNTY

18-3

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

SEP - 5 2017

September 5, 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-2017-17:** Rescind Appropriation to Westside Restoration Corporation, for At-Risk Youth Programs - \$1,500; (Williams)

Note: Organization did not provide required documentation.

C-2017-90: Arthritis Foundation, Inc., for the Southeast Region-Montgomery, for Program Services - \$1,500; (Walker)

C-2017-91: Montgomery Area Council on Aging, for Community Services Programs, Including Operating Expenses - \$3,000; (Walker)

C-2017-92: Central Alabama CrimeStoppers, Inc., for Public Safety, Health and Welfare Program - \$1,000; (Walker)

NC-2017-109: City of Montgomery, to be used by BONDS to Support Bellehurst, with Funding for their Community Block Party to Emphasize Neighborhood Safety and Getting to know your Neighbors - \$300; (Walker)

NC-2017-110: City of Montgomery, to be used by BONDS to The Anointed Warrior Hill Church, with Funding to Promote Community Day in Pine Level - \$1,200; (Singleton)

NC-2017-111: South Montgomery County Fire Protection Authority and Rescue Squad, for General Operations - \$1,000; (Singleton)

- A COUNTY OLDER THAN THE STATE -

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

MEMORANDUM
Montgomery County Commission
September 5, 2017
Page 2

- NC-2017-112: Rolling Hills-Lakes Volunteer Fire Department, for General Operations - \$1,000; (Singleton)
- NC-2017-113: Pike Road Volunteer Fire Protection Authority, for Operational Expenses - \$1,000; (Singleton)
- NC-2017-114: Snowdown Volunteer Fire Department, for General Operations - \$1,000; (Singleton)
- NC-2017-115: Waugh-Mt. Meigs Volunteer Fire Protection Authority, for General Operations - \$1,000; (Singleton)

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

- BOE-2017-44: BOE, Goodwyn Middle School, for Principal's Discretionary Fund for Football Helmets - \$2,500; (Walker)
- BOE-2017-45: BOE, Robert E. Lee High School, for Hall of Fame - \$3,000; (Walker)
- BOE-2017-46: BOE, Wynton M Blount Elementary School, for Principal's Discretionary Fund - \$1,000; (Singleton)
- BOE-2017-47: BOE, Brewbaker Primary School, for Principal's Discretionary Fund - \$1,000; (Singleton)
- BOE-2017-48: BOE, Brewbaker Intermediate School, for Principal's Discretionary Fund - \$1,000; (Singleton)
- BOE-2017-49: BOE, Carr Middle School, for Principal's Discretionary Fund - \$1,000; (Singleton)
- BOE-2017-50: BOE, Peter Crump Elementary School, for Principal's Discretionary Fund - \$1,000; (Singleton)
- BOE-2017-51: BOE, Dunbar-Ramer School, for Principal's Discretionary Fund - \$1,000; (Singleton)
- BOE-2017-52: BOE, Dunbar-Ramer School, for Athletics Program - \$800; (Singleton)

MEMORANDUM
Montgomery County Commission
September 5, 2017
Page 3

- BOE-2017-53: BOE, Fitzpatrick Elementary School, for Principal's Discretionary Fund - \$1,000; (Singleton)
- BOE-2017-54: BOE, Georgia Washington Middle School, for Principal's Discretionary Fund - \$1,000; (Singleton)
- BOE-2017-55: BOE, Park Crossing High School, for Principal's Discretionary Fund - \$1,000; (Singleton)
- BOE-2017-56: BOE, James Wilson Elementary School, for Principal's Discretionary Fund - \$1,000; (Singleton)
- BOE-2017-57: BOE, Brewbaker Technology Magnet High School, for Principal's Discretionary Fund - \$2,000; (Singleton)

****Rescind**

DLM/tll

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: August 29, 2017

RE: Invitation to Bid No. 51901-17B-027
Preventive Maintenance HVAC for Various County Buildings

Request that approval of award on the above referenced Invitation to Bid to the low bid of Climate Service, for \$201,164.00 Preventive Maintenance and Alternates 1-3 for \$33,500.00, be placed on agenda for September 5, 2017. (Copy of spreadsheet attached.)

Coordination of award made with Lamar Allen, Director of General Services.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-17B-027				Climate Service Attn: Dan Downes 596F Oliver Road Montgomery, AL 36117		Johnson Controls Attn: Shane Cousins 107 Medical Center Drive Prattville, AL 36066		Jake Marshall Service, Inc. 178 W. Valley Avenue Birmingham, AL 35209 NO BID		Siemens Industry, Inc. 285 A Chaba Valley Pkwy Pelham, AL 35124 NO BID		MWBE YES X NO	
DATE ISSUED: AUGUST 11, 2017													
DATE OPENED: AUGUST 28, 2017													
SUPPORT SERVICES													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Monthly Preventive	Ea	1	\$201,164.00	\$201,164.00	\$286,000.00	\$286,000.00						
	Maintenance												
	Alternate #1												
	Replace Units												
	Carnegie Building												
A	North Side Unit	Ea	1	\$6,750.00	\$6,750.00	\$9,000.00	\$9,000.00						
B	South Side Unit	Ea	1	\$6,750.00	\$6,750.00	\$9,000.00	\$9,000.00						
	Alternate #2												
	Replace Units												
	Greil Building												
A	Basement Unit	Ea	1	\$6,750.00	\$6,750.00	\$8,500.00	\$8,500.00						
B	1st Floor Unit	Ea	1	\$6,750.00	\$6,750.00	\$8,500.00	\$8,500.00						
	Alternate #3												
	Replace Unit												
	Probate East	Ea	1	\$6,500.00	\$6,500.00	\$12,000.00	\$12,000.00						
TOTAL BID AMOUNTS					\$234,664.00		\$333,000.00						

Notes: MAILED TO 31 VENDORS

20-2

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 63**AGENDA****SEP - 5 2017**

DEPARTMENT: County Commission Appropriations REQUESTED BY: Donald L. Mims 8/21/17
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 8/21/17
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Museum of Fine Arts	001-57500.498	0	2,000	2,000
Donation Revenue	001-40000.47701	(454,564)	(2,000)	(456,564)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(\$ 454,564)	\$ 0	(\$ 454,564)

JUSTIFICATION: To budget an appropriation to the Montgomery Museum of Fine Arts for the Art in Concert Event.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 64**AGENDA****SEP -5 2017**

DEPARTMENT:

County Commission Appropriations

REQUESTED BY: Donald L. Mims

8/21/17

Elected Official/Dept. Head

Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas

8/21/17

Finance Director

Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

✓

COUNTY COMMISSION APPROVAL:

Administrator_____
Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Americare Financial Group, Inc.	001-55700.450	0	8,000	8,000
Donation Revenue	001-40000.47701	(456,564)	(8,000)	(464,564)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		(\$ 456,564)	\$ 0	(\$ 456,564)

JUSTIFICATION: To budget an appropriation for the Positive Environment Engaging Recovery Support (P.E.E.R.S.) Program for a passenger van.

SEP -5 2017

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 65

DEPARTMENT: County Commission Appropriations REQUESTED BY: Donald L. Mims 8/30/17
 Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 8/30/17
 Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
 Agenda ☒

COUNTY COMMISSION APPROVAL: _____
 Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Helping Mtgy Families Initiative	001-58100.455	0	100,000	100,000
Fund Balance	001.35900		(100,000)	(100,000)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 0	\$ 0	\$ 0

JUSTIFICATION: Budget for funding to the Helping Montgomery Families Initiative for program expenses for the period September 1, 2017 through August 31, 2018.



www.mc-ala.org/da

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



(334)832-2550

August 16, 2017

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

RE: HMFI Funding for FY2017-2018

Dear Chairman Dean:

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

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

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

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

Sincerely,

Daryl D. Bailey
District Attorney

cc: Donnie Mims, County Administrator

SEP -5 2017

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Appraisal Department	REVIEWED:	Sherrill Thomas	8/29/2017
DATE:	8/29/2017		Finance Director	Date
REQUESTED BY:	Clay Henley	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Legal Services	120-51985-305	100,000	(2,000)	98,000
Accounting/Auditing Services	120-51985-164	103,000	2,000	105,000
TOTAL 2017 APPRAISAL BUDGET		2,887,587	0	2,887,587

To cover the cost of auditing services for Tax Management Associates.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 2

AGENDA

SEP -5 2017

DEPARTMENT: Risk Management REQUESTED BY: Scott Kramer 8/17/17
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 8/18/17
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Healthcare - Am. Behavioral	005-51997-182	104,000	14,000	118,000
Healthcare - Prof. Admin. Services	005-51997-185	785,000	50,000	835,000
Healthcare - Excess Loss	005-51997-277	160,000	19,000	179,000
Healthcare - Medical & Dental	005-51997-158	10,500,000	(83,000)	10,417,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 11,549,000	\$ 0	\$ 11,549,000

JUSTIFICATION: To realign the Health Insurance budget to cover expenses.

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

AGENDA

August 14, 2017

SEP -5 2017

TO: Chairman Dean - County Commission Chair

CC: Donnie Mims – County Administrator
Montgomery County, Alabama

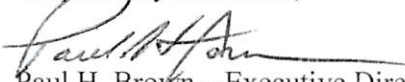
RE: Future Commission Agenda Item
Request to Hire Community Corrections Officer at Step 4 – AO-6

Dear Chairman Dean:

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

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

Respectfully submitted,


Paul H. Brown – Executive Director

PAUL BROWN - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176
JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE PROGRAM
GPS ELECTRONIC OFFENDER MONITORING • COMMUNITY SERVICE RESTITUTION • PRE-TRIAL RELEASE

26-1

SEP -5 2017

POSITION FILL REQUEST- BUDGETED VACANCY

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 500419026 (Replacement Of Ryan Spence)
 Pay Grade PCT Pay Range \$30,096
 Proposed Effective Date September 11, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date August 17, 2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date August 17, 2017

Sherrill Thomas

Finance Director

Date 8/18/2017

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

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	500419045 (replacement of Makaveli Young)		
Pay Grade	PCT	Pay Range	\$30,096
Proposed Effective Date	September 11, 2017		
Type of Hire	(☒) New	(☐) Promotional	
Type of Appointment	(☒) Permanent	(☐) Temporary	

DEPARTMENT APPROVAL:

Derrick Cunningham

Date **August 24, 2017**

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Date August 24, 2017

Employee Benefit Manager

Sherrill Thomas

Date **8/25/2017**

Finance Director

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

SEP -5 2017

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Building Security Officer
 Position Number 550718168 (Replacement of Deborah Warren)
 Pay Grade A03 Pay Range \$25,630 - \$38,294
 Proposed Effective Date September 11, 2017
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date August 21, 2017

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date August 21, 2017

Sherrill Thomas

Finance Director

Date 8/23/2017

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

SEP -5 2017

DEPARTMENT: Youth Facility
 DEPARTMENT HEAD: Beverly Riddle Wise
 SUPERVISOR: Lynn Peavey

POSITION INFORMATION:

Position Title Administrative Support Specialist
 Position Number 900015002 (Replacement of S. Taft)
 Pay Grade A04 Pay Range \$28,765 - \$42,978
 Proposed Effective Date October 1, 2017
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Beverly Riddle Wise Date 8/29/2017
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 8/30/2017
 Employee Benefit Manager

Sherrill Thomas Date 8/30/2017
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA

SEP -5 2017

Date: August 24, 2017
To: Donald L. Mims, Administrator
From: Sherrill Thomas, Finance Director
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: September 22, 2017 Return Date: September 22, 2017
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: CPE Course- Financial Accounting & Auditing Conference
Qualifies toward 40 hours required annually for CPA license

Traveler (s) Name: 1. Sherrill Thomas 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$245.00 Advance Registration Required: \$245.00

Department Name: Finance Fund Name: General

Additional Comments: _____

To: Sherrill Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 9/5/17 reimbursement of actual and necessary expenses in the
approximate amount of \$245.00 and advance registration of \$245.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51110.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$620.00</u>
Budget Available:	<u>\$2,380.00</u>
Current Requests:	<u>\$245.00</u>
Budget Balance:	<u>\$2,135.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/24/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 12

AGENDA

SEP -5 2017

Date: August 30, 2017
To: Donald L. Mims, Administrator
From: Steven Reed
Re: Approval for the following travel:

Destination: Washington, D.C.
Departure Date: Sept. 20, 2017 Return Date: Sept. 23, 2017
Conference Leave (Days / Hours): 3 days
Purpose of Travel: To attend Annual Legislative Conference

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

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

Total (est.) Cost: \$1,800.00 Advance Registration Required: \$0.00

Department Name: Judge of Probate Fund Name: 001-51300-265

Additional Comments: _____

To: Steven Reed

From: Donald L. Mims, Administrator

The above request is app. 9/5/17 reimbursement of actual and necessary expenses in the
approximate amount of \$1,800.00 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>\$15,194.69</u>
Budget Available:	<u>\$1,805.31</u>
Current Requests:	<u>\$1,800.00</u>
Budget Balance:	<u>\$5.31</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/30/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 26

AGENDA

SEP - 5 2017

Date: August 23, 2017
To: Donald L. Mims, Administrator
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: October 18, 2017 Return Date: October 18, 2017
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend Fred Pryor Seminar: Developing Emotional Intelligence

Traveler (s) Name: 1. Monica Caudle 4. _____
2. Henry Jackson 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$198.00 Advance Registration Required: \$198.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: 99.00/person - 20% discount
EXPENSE WILL BE INCURRED IN THE 2018 BUDGET

To: Carmen Douglas, Personnel Director

From: Donald L. Mims, Administrator

The above request is app. 9/5/17 reimbursement of actual and necessary expenses in the
approximate amount of \$198.00 and advance registration of \$198.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>123-51961.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$17,801.37</u>
Budget Available:	<u>\$7,198.63</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$7,198.63</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/24/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 21

AGENDA

SEP -5 2017

Date: August 23, 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: December 11, 2017 Return Date: December 11, 2017
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Front Desk Safety and Security

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

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

Total (est.) Cost: \$447.00 Advance Registration Required: \$447.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: EXPENSE WILL BE INCURRED IN THE 2018 BUDGET YEAR

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 9/5/17 reimbursement of actual and necessary expenses in the
approximate amount of \$447.00 and advance registration of \$447.00 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>\$9,623.88</u>	
Budget Available:	<u>\$876.12</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$876.12</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/24/17

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval
Request # 22

AGENDA

SEP -5 2017

Date: August 30, 2017
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Approval for the following travel:

Destination: Perdido Beach Resort, Orange Beach, AL
Departure Date: October 24, 2017 Return Date: October 27, 2017
Conference Leave (Days / Hours): 4 days
Purpose of Travel: Court Referral, Community Corrections and Drug Courts Annual Conference

Traveler (s) Name: 1. Paul Brown 4. _____
2. ReBecca Johnson 5. _____
3. Shonda Williams 6. _____

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

Total (est.) Cost: \$2,300.00 Advance Registration Required: \$600.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: EXPENSE WILL BE INCURRED IN THE 2018 BUDGET

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 9/5/17 reimbursement of actual and necessary expenses in the
approximate amount of \$2,300.00 and advance registration of \$600.00 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>\$9,623.88</u>
Budget Available:	<u>\$876.12</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$876.12</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/30/17

cc: Finance Director / Buyer

30-5

Montgomery County Commission
Travel / Training Request Approval
Request # 23

AGENDA

SEP -5 2017

Date: August 30, 2017
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Approval for the following travel:

Destination: 6000 Atlanta Hwy, Montgomery, AL
Departure Date: October 17, 2017 Return Date: October 17, 2017
Conference Leave (Days / Hours): 1 day
Purpose of Travel: To attend The Attorney General's Statewide Law Enforcement Summit

Traveler (s) Name: 1. Jeffery Solomon 4. Demetric Shipman
2. ReBecca Johnson 5.
3. Shonda Williams 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: Community Corrections Fund Name: Community Corrections

Additional Comments:

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is 9/5/17 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>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,500.00</u>	
Approved Requests:	<u>\$9,623.86</u>	
Budget Available:	<u>\$876.14</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$876.14</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/30/17

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 81

AGENDA

SEP -5 2017

Date: August 18, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Selma, AL
Departure Date: September 11, 2017 Return Date: September 14, 2017
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: attend DRUG UNIT SUPERVISOR COURSE

Traveler (s) Name: 1. Jessie Oliver 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$0.00

Department Name: Montgomery County Sheriff's Office Fund Name: 749-52110.499

Additional Comments: only possible expense(s) might be student social event

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 9/5/17 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>749-52110.499</u>	(ex: 000-00000-000)
Description:	<u>Administration Expense</u>	
Current Budget:	<u>\$361,500.00</u>	
Approved Requests:	<u>\$146,095.96</u>	
Budget Available:	<u>\$215,404.04</u>	
Current Requests:	<u>\$100.00</u>	
Budget Balance:	<u>\$215,304.04</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/23/17

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval
Request # 82

AGENDA

SEP -5 2017

Date: August 30, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: St. Louis, MO
Departure Date: October 3, 2017 Return Date: October 5, 2017
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: attend Code 3 University course

Traveler (s) Name: 1. Jason Brosius 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$500.00 Advance Registration Required: \$0.00

Department Name: Montgomery County Sheriff's Office Fund Name: 749-52110.499

Additional Comments: _____
Expenses will be Incurred in the 2018 Budget

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 9/5/17 reimbursement of actual and necessary expenses in the
approximate amount of \$500.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>749-52110.499</u> (ex: 000-00000-000)
Description:	<u>Administration Expense</u>
Current Budget:	<u>\$361,500.00</u>
Approved Requests:	<u>\$146,195.96</u>
Budget Available:	<u>\$215,304.04</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$215,304.04</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/30/17

cc: Finance Director / Buyer

AGENDA

SEP - 5 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II *TT*

DATE: August 30, 2017

RE: RFP No. 51300-17P-022
Electronic Voting and Election Management System

Request that rules be waived and approval of award on the above referenced request for proposal to the only proposal received, Election Systems and Software, in the amount of \$1,373,771.02 be placed on the agenda September 5, 2017. (Copy of spreadsheet attached.)

Coordination of award made with Steven L. Reed, Probate Judge and Darryl Parker, Director of Elections

Attachment

•

September 5, 2017 - Minutes of Regular Meeting
Montgomery County Commission

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MAILED TO 11 VENDORS Page 1

31-2



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

2017 AUG 30 AM 10:26

To: Montgomery County Commission

Cc: Donnie Mims

From: Steven L. Reed, Probate Judge

Date: Wednesday August 30, 2017

Re: Request to wave rules and approve ES&S response to Request for Proposal (RFP) for Election Equipment for Montgomery County Probate Office Election Center.

Election Systems and Software (ES&S) has responded to the RFP put out by the Probate Office Election Center. The ES&S proposal meets the specific needs of Montgomery County for election equipment. The proposal is for \$1,318,095.00 this would include the DS200 Precinct Scanner; DS850 High Speed Digital Image Scanner; and ExpressVote Ballot Marking Device.

Thank you for your favorable consideration.

ACCEPTANCE OF PROVISIONS CONTAINED IN REQUEST FOR PROPOSAL

All provisions of this RFP are accepted by company submitting proposal as part of any contract or purchasing resulting there from.

Company Name Election Systems & Software, LLC

Federal I.D. # 47-0617567

Mailing Address 11208 John Galt Blvd

Omaha, NE 68137

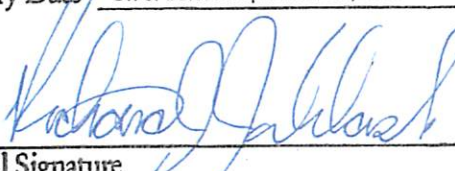
Phone Number (402) 970-1103

Email Address djablonski@essvote.com

Quote F.O.B. \$1,373,771.02

Terms of Payment 100 percent of Order Total due Thirty (30) Calendar Days after Equipment Delivery OR Four (4) Year Financing Option with first payment due at Contract Execution and annually thereafter.

Delivery Date On or before September 27, 2017


Official Signature

Richard J. Jablonski, Vice President of Finance
Printed Name and Title

31-4



Montgomery County, Alabama
Purchase Proposal Quote
 Submitted by Election Systems & Software

Purchase Solution Includes:

Quantity	Item Description	Unit Price	Extended Price
Tabulation Hardware			
Model DS200 Precinct Scanner:			
156	Model DS200 (Includes Scanner, Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll and 4GB Jump Drive)	\$5,750.00	\$897,000.00
10	4GB Jump Drive (Additional)	\$105.00	\$1,050.00
Model DS850 High Speed Digital Image Scanner:			
1	Model DS850 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Three (3) 8GB Thumb Drives)	\$111,500.00	\$111,500.00
1	DS850 Initial Annual License Fee	Included	Included
1	Installation/Training Fee (1st Unit)	\$3,575.00	\$3,575.00
ExpressVote Ballot Marking Device:			
105	ExpressVote BMD Terminal (Includes Terminal, Internal Backup Battery, ADA Keypad, Headphones, 4GB Flash Drive and Power Supply with AC Cord)	\$3,325.00	\$349,125.00
105	Soft-Sided Case	\$175.00	\$18,375.00
Tabulation Software			
1	ElectionWare Software - PYO Standard (Base Package with English Language Synthesized Voice Files)	\$37,645.00	\$37,645.00
Third Party Products			
1	EMS 3rd Party Hardware With On-Site Installation	\$27,906.02	\$27,906.02
Tabulation Services			
10	Implementation Services (Does not include Coding, Voice Files or Ballots)	\$1,650.00 per day	\$16,500.00
X	Project Management		
X	Equipment Operations Training		
X	Consultation for Training Videos		
X	Software Training		
X	Training To Plan for Future Upgrades To Network Configuration	\$6,900.00 per event	\$6,900.00
1	Election On-Site Support (One Event includes a person on-site the day before, day of, and day after election)	\$4,525.00 per event	\$4,525.00
X	Installation/Acceptance Testing		\$28,965.00
X	1 Year Hardware and Software Warranty		Included
Shipping & Other			
X	Shipping and Handling		Included
X	Performance Bond		Included
X	Customer Discount		(\$76,671.02)
	Trade-In Allowance. Equipment Being Traded-In by Customer Includes:		(\$108,300.00)
	157-Model 100 Scanner		
	157-Model 100 Ballot Box		
	1-Model 650 Scanner - Infra Red		
	124-AutoMARK		
Total Tabulation Purchase Solution			\$1,318,095.00

Pollbook Hardware

59	ExpressPoll Tablet with Barcode Scanning and Signature Capture Capabilities. Includes Tablet Protector Sleeve, Back Strap, Lazy Susan Stand, Stylus with Tether, Micro-SD Card w/SD Adapter, 16GB Thumb Drive, USB Dongle, USB Power Cable, 6-ft Power Cable, Touch Screen Cleaning Kit, and Carrying Case.	\$475.00	\$28,025.00
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31-5



Montgomery County, Alabama
Purchase Proposal Quote
 Submitted by Election Systems & Software

Purchase Solution Includes:

Quantity	Item Description	Unit Price	Extended Price
Pollbook Software			
59	Initial Annual ExpressPoll Software License and Maintenance and Support Fee	\$370.00	\$21,830.00
Pollbook Services			
59	Acceptance Testing	\$50.00	\$2,950.00
3	Project Management	\$1,650.00 per day	\$4,950.00
1	EZRoster Software Training	\$1,650.00 per day	\$1,650.00
X	1 Year Hardware and Software Warranty		Included
X	Shipping (ExpressPoll Hardware & Software)		Included
Total Pollbook Purchase Solution			\$59,405.00
X	Bundled Tabulation and Pollbook Discount		(\$2,500.00)
Total Tabulation and Pollbook System Purchase Solution with Bundled Discount			\$1,375,000.00

Financing Terms

Lease/Purchase Payment Information for Bundled Tabulation and Pollbook Solution:	Annual Payment
Annual Payment for the 4-Year Term (Total of 4 Payments). Initial Payment Due at Contract Execution.	\$359,087.03
Note: Annual payment amount reflects an interest rate of 2.99%	

Lease/Purchase Financing Notes:

1. ES&S is able to provide direct financing for the Total Purchase Price through its affiliate, Nationwide Capital.
2. First Payment due at contract execution and annually thereafter.
3. Payments do not include Annual Post-Warranty License and Maintenance and Support Fees which will be invoiced separately.
4. The Lease/Purchase Annual Payment amount is valid for thirty (30) days and subject to change thereafter.

Annual Post-Warranty License and Maintenance and Support Fees
 (Fees are Based Upon a 4-Year Customer Commitment to Subscribe to the Following Services)

Annual Post-Warranty Hardware Maintenance and Support Fees:			
156	HMA DS200 - Silver Coverage (Maintenance Once Every 24-Months)	\$147.50	\$23,010.00
1	HMA DS850 - Silver Coverage (Maintenance Once Every 24-Months)	\$2,525.00	\$2,525.00
105	HMA ExpressVote BMD - Silver Coverage (Maintenance Once Every 24-Months)	\$97.50	\$10,237.50
Annual Post-Warranty Firmware License and Maintenance and Support Fees:			
156	Firmware License - DS200	\$80.00	\$12,480.00
1	Firmware License - DS850	\$1,575.00	\$1,575.00
105	Firmware License - ExpressVote	\$65.00	\$6,825.00
Annual Post-Warranty Software License and Maintenance and Support Fees:			
1	ElectionWare Software - PYO Standard (Base Package with English Language Synthesized Voice Files)	\$37,645.00	\$37,645.00
Annual Post-Warranty Pollbook License and Maintenance and Support Fees:			
59	ExpressPoll Software License, Maintenance and Support Fee	\$99.00	\$5,841.00
Total Annual Post-Warranty License and Maintenance and Support Fees			\$100,138.50

Optional Pollbook Hardware

1	Portable 150n 3G Router for Wireless LAN (For devices in one location to communicate with one another)	\$45.00 Per Router
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Optional Pollbook Software

1	CentralPoint Initial Annual Software License and Hosting Fee. Requires Internet Explorer 10 or above.	\$2,000.00	\$2,000.00
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Note: Mifi WAN devices can be purchased through your cellular carrier if using CentralPoint. One device will be required per voting location.

31-6
2 of 3



Montgomery County, Alabama
Purchase Proposal Quote
 Submitted by Election Systems & Software

Purchase Solution Includes:

Quantity	Item Description	Unit Price	Extended Price
Estimated Pollbook Data Conversion Fees Per Election			
1	Set-Up/Configuration Fee Includes Data Analysis, Delivery of Sample Data, and Delivery of Final Data Configuration File Customization - Screen Customization - Options Setting Testing/Validation - Validation of Final Record Counts - Baseline Validation of Application Workflows & Active Functions - Testing of Special Configuration or Customer Options	\$500.00	\$500.00
150,000	Processing Fee Per Registered Voter	\$0.02	\$3,000.00
1	Post-Election Voter History Update (fee per update)	\$225.00	\$225.00
Optional Modems			
1	DS200 Wireless Modem (Price does not include data transmission fees)		\$300.00 Per Modem
1	DS200 Landline Modem (Price does not include data transmission fees)		\$150.00 Per Modem
1	On-Site Installation of Modem		\$95.00 Per Modem
Note: Optional modem pricing above reflects ES&S's current rates for modems and on-site modem installation. Pending certification, should the County subsequently choose to purchase modems, they will be billed at ES&S's then current rates (see Footnote 1 regarding valid pricing term.) Transmitting election results via modems will also require additional EMS 3rd Party Hardware which can be purchased and installed by ES&S.			
Optional Add-On Ballot On Demand Printer			
1	Compact Printer with Firmware	Included	Included
1	Laptop Computer	Included	Included
1	Compact Laptop Holder	Included	Included
1	Printer & Software Training	Included	Included
1	Installation & Acceptance Testing	Included	Included
1	Balotar 1-Year Software License Including The Following Features:	Included	Included
X	Single Request Capability	Included	Included
X	Multiple Request Capability	Included	Included
X	E Balotar for Automated Email	Included	Included
X	Shipping and Handling	Included	Included
Total Add-On Ballot On Demand Printer Purchase Solution			\$9,500.00

Ballot Processing Fee for each Black & White Ballot Sheet Printed for the 1-Year Term:	\$0.45	TBD
Ballot Processing Fee for each Ballot Sheet Printed with Color for the 1-Year Term:	\$0.55	TBD

Note: Ballot processing fees for the high capacity ballot on demand printer include toner, waster toner boxes, drums, transfer belts, fusers, blank ballot stock, hardware break/fix maintenance, and consumables and blank ballot stock shipping and handling.

Initial Ballot-On-Demand Election Set-Up Fee per Election Event:
 Remote Access: \$350.00 per election set-up + \$1.00 per unique PDF (up to 4 computers)
 \$40.00 per computer over 4 units

Rework of set up due to customer changes after initial set up is complete: \$175.00 per change event
 \$40.00 per computer over 4 units

\$350.00 fee for L&A Test deck creation + ballot processing fee for each printed sheet

On-Site: \$1,650.00 per day per person

Optional ES&S Certified Technician Election Day On-Site Support			
1	ES&S Certified Technician Election Day On-Site Support		\$5,400.00 per technician, per day

Footnotes:

- All pricing is valid for a period of one-hundred and twenty (120) days following the proposal opening.
- ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

To: Chairman Elton Dean, Sr.
Vice Chairman Ronda M. Walker
Commissioner Daniel Harris, Jr.
Commissioner Isaiah Sankey
Commissioner Doug Singleton

CC: Donald Mims

From: Steven L. Reed 

Date: May 30, 2017

Re: Purchase of Voting Machines for Montgomery County

On April 17, 2017 I requested the Montgomery County Commission formally approve the purchase of new voting equipment. The topic was not placed on the agenda for either of the commission meetings in the month of May. Since the time of the original request, the Governor has called for a special election to be held August 15, 2017.

In light of the time frame which we are currently facing I now ask that you waive rules and approve the purchase of new voting equipment for use in the upcoming special election. If the county commission chooses not to purchase new election equipment I ask that you waive rules and sign the needed contract with ES&S for Licensing, Maintenance, and Support Services. The cost of the contract is \$93,444.75. This contract must be in place or we cannot have our existing machines certified for the upcoming special election. This contract will only cover our equipment until September 1, 2017 upon which time we will need to sign another contract for an additional \$93,444.75 to cover the 2018 election cycle.

Attachment 1: Original new equipment first formally proposed April 17, 2017

Attachment 2: Contract for approval with ES&S

P.O. BOX 223 • MONTGOMERY, AL 36101-0223 • TELEPHONE 334-832-1240 • FAX 334-832-7776

31-8



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

IN SUPPORT OF THE PURCHASE OF REPLACEMENT VOTING
EQUIPMENT FOR MONTGOMERY COUNTY ALABAMA

From: Office of Probate Judge Steven L. Reed

To: Montgomery County Commission

Re: Purchase of Replacement Voting Equipment for Montgomery County

Date: April 04, 2017

The purpose of this memorandum is to request the Montgomery County Commission to formally approve the purchase of replacement voting equipment for Montgomery County. Montgomery County's current voting equipment is simply obsolete. The cost of maintenance and upkeep of the equipment has outstripped the cost of replacement. The cost of replacement of that equipment is defrayed by several factors: 1) the sale of outdated Model VI voting booths to Madison County (\$25,000.00); 2) A savings of \$93,000.00 in maintenance fee savings if the purchase is made before the end of the current fiscal year; and 3) The use of \$70,000.00 in HAVA funds toward the purchase of replacement equipment which would help bring down the amount the County would have to allocate toward this purchase. This would save the county \$188,000.00, which does not include the amount of trade value expected to be earned off of our current equipment prior to our purchase of the replacement equipment. We expect to clear from \$150,000.00 - \$200,000.00 trade-in value and discounts for our current equipment. That means that this is a purchase which could net Montgomery County a total savings of from \$338,000.00 - \$388,000.00, before the county has spent any money at all.

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The Election Center has residual Help America Vote Act (HAVA) funds to utilize which would help to further subsidize the cost of this purchase. The Election Center has in excess of \$100,000.00 remaining in HAVA funds according to the Secretary of State's office. We must hold some portion of those funds for the upcoming primary election in 2018 to cover the expense of batteries, chargers, and other primary election related necessities. The Election Center is prepared to utilize \$70,000.00 of said HAVA funds toward the cost of replacement election equipment for Montgomery County. This is meant to ensure that the voters of Montgomery County have the very best voting equipment available. This will also ensure that the voters of Montgomery County will continue to have the best services that the Probate Office of Montgomery County can provide.

The replacement voting equipment would require the Model DS200 Precinct Scanner to replace the M-100 tabulator. We would need one hundred and sixty (160) DS-200s to replace the current 190 M-100s. We would need to purchase two (2) Model DS850 High Speed Digital Image Scanners to replace the DS650 we currently use. One of the DS850s would be utilized in the Circuit Court Clerk's office to tabulate absentee ballots exclusively. The second DS850 machine would be utilized in the Election Center to tabulate any precincts throughout the county, and to tabulate write-ins and absentees in a backup capacity. Finally, we would need to purchase the ExpressVote Ballot Marking Device. We would need to purchase one hundred and twenty three (123) of these devices. This device would replace all of the AutoMarks and would also replace thirty (30) of the DS-100s. This device represents the current state-of-the-art in election equipment. This device is designed to be utilized by the disabled voter and the non-disabled voter alike to speed up the ballot casting process and eliminate wait times at precincts.

We would also purchase small installation stands so that the ExpressVote Marking device could be setup like any other tabulation machine and the voter could have complete privacy in using the device. Our legislature requires paper ballots for our electorate. The replacement machines will be multi-purpose machines in that they will tabulate all paper ballots and will be adaptable for future changes in the voting electorate by the state legislature.

DEDUCTIONS

		\$1,579,365.00
Trade-in on our current Equipment	-	(\$200,000.00)
		\$1,379,365.00
Election Center HAVA funds Contribution	-	(\$70,000.00)
		\$1,309,365.00
Sale of voting booths to Madison County	-	(\$ 25,000.00)
		\$1,284,365.00
ES&S Customer Discount 20%	-	(\$ 256,873.00)
	TOTAL	\$1,027,491.00

Attachment 1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: January 1, 2017 through September 30, 2018

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
124	AutoMARK BMD Terminal	1/1/2017 through 9/30/2017	\$203.00	\$18,879.00 (Pro-Rated)
157	Model 100 Scanner	1/1/2017 through 9/30/2017	\$170.00	\$20,017.50 (Pro-Rated)
1	Model 650 Scanner	1/1/2017 through 9/30/2017	\$1,535.00	\$1,151.25 (Pro-Rated)
Total Maintenance Fees for the Coverage Period January 1, 2017 through September, 30 2017				\$40,047.75 (Pro-Rated)
124	AutoMARK BMD Terminal	10/1/2017 through 9/30/2018	\$203.00	\$25,172.00
157	Model 100 Scanner	10/1/2017 through 9/30/2018	\$170.00	\$26,690.00
1	Model 650 Scanner	10/1/2017 through 9/30/2018	\$1,535.00	\$1,535.00
Total Maintenance Fees for the Coverage Period October 1, 2017 through September, 30 2018				\$53,397.00
Total Hardware Maintenance Fees for the Initial Term				\$93,444.75

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period for "Silver" Coverage Items shall be 75% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3: Customer's Designated Location: Montgomery County, Alabama

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Note 5: Upon expiration of the Initial Term, this Agreement shall automatically renew as set forth in Article I, Section 1.

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:

PRICING SUMMARY AND PAYMENT TERMS

<u>Sale Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	Attachment 1	\$93,444.75
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	Included in Hardware Maintenance Fees
Total Maintenance Fees for the Initial Term:		\$93,444.75
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: <u>Invoicing and Payment Terms are as Follows:</u>		
\$40,047.75 due on or before December 1, 2016 for the Coverage Period of January 1, 2017 through September 30, 2017.		
\$53,397.00 due on or before September 1, 2017 for the Coverage Period of October 1, 2017 through September 30, 2018.		
Note 3: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		



ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of County Transportation

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060

Phone: (334) 242-6207 FAX: (334) 353-6530

Internet: <http://www.dot.state.al.us>



Kay Ivey
Governor

John R. Cooper
Transportation Director

August 18, 2017

Chair of County Commission
Montgomery County Commission
Montgomery, Alabama

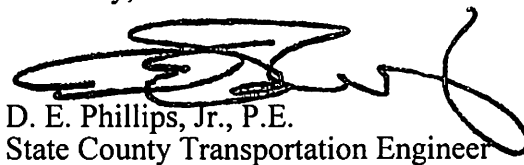
RE: IAR-051-000-012
MCP 51-81-17
Montgomery County

Dear Chair of County Commission:

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

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

Sincerely,



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

DEP:MBH:mh
Attachment

cc: Mr. Clay McBrien
Mr. Steve Graben
Mr. George Speake
File

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

AGREEMENT-INDUSTRIAL ACCESS

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

J. The STATE will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. Any deficiency in State funds, or overrun in construction costs will be borne by the COUNTY from County funds. In the event of an underrun in construction costs, the State funds will not exceed the actual cost. Should the funds granted by the Alabama Industrial Access Road and Bridge Corporation not cover the cost of the lowest responsive bidder's bid plus the cost of construction engineering and inspection, the County agrees to not request any additional Industrial Access Funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X. This Agreement supersedes the Agreement dated March 13, 2017, and that Agreement dated March 13, 2017, is hereby deemed to be null and void.

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

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY:
(Signature) Chairman
Montgomery County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

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

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

Chief Engineer
Don T. Arkle, P.E.

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

BY:_____
Stacey S. Houston, Acting Chief Counsel
Alabama Department of Transportation

Transportation Director
John R. Cooper

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

GOVERNOR OF ALABAMA
ROBERT BENTLEY

RESOLUTION NUMBER _____

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

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

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

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

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

20_____.

ATTESTED:

County Clerk

Chairman, County Commission

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

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

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

_____ day of _____, 20_____.

County Clerk

SEAL

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

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

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

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

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

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

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

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

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

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

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

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

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

APPROVAL: Ray W. Boon
CHIEF ENGINEER

APPROVAL: [Signature] 2/14/01
TRANSPORTATION DIRECTOR DATE

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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

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

SEP - 5 2017

August 31, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: First Amendment to Purchase and Sale Agreement regarding 100 South Perry Street Parking Deck

The Seller of the 100 South Perry Street parking deck, JP-Washington, LLC, has requested to extend the inspection period for an additional two weeks due to the illness of the environmental specialist that provides professional services to him.

The County Commission is conducting a Phase II Environmental Study and this process cannot be completed until his consultant is available. The inspection period is to end September 29, 2017.

DLM/tn

- A COUNTY OLDER THAN THE STATE -

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

**FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**First Amendment**") is dated as of September 1, 2017, by and between JP-WASHINGTON, LLC, an Alabama limited liability company ("**Seller**"), and MONTGOMERY COUNTY COMMISSION ("**Buyer**").

RECITALS

- A. Seller and Buyer entered into that Purchase and Sale Agreement, dated as of July 14, 2017 (the "**Purchase Agreement**"), pursuant to which Seller agreed to sell, and Buyer agreed to purchase, certain Property more particularly described therein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.
- B. Pursuant to the Purchase Agreement, the Inspection Period is currently scheduled to end September 13, 2017, and the scheduled Closing Date is currently October 12, 2017.
- C. Seller and Buyer now desire to enter into this First Amendment in order to evidence the extension of the Inspection Period to September 29, 2017 and the scheduled Closing Date to October 31, 2017.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENTS

1. **Inspection Period.**

(a) The first sentence of Section 3 of the Purchase Agreement shall be amended to read as follows:

"Buyer shall have a period beginning on the Effective Date and ending on September 29, 2017 (the "**Inspection Period**") to satisfy itself as to any or all matters or conditions pertaining to the Property and the intended use and development thereof."

(b) The last paragraph of Section 3 of the Purchase Agreement shall be deleted in its entirety.

2. **Closing.** Subject to the satisfaction of all conditions hereof or the waiver in writing by Buyer, the date of Closing shall be October 31, 2017.

3. Seller and Buyer agree that Michael D. Morgan, PC of Montgomery, Alabama may serve as the Title Company and cause a Title Commitment to be issued to the Buyer as provided in Section 4 of the Purchase Agreement.

4. **Counterpart; PDFs.** This First Amendment may be executed in multiple counterparts and shall be valid and binding with the same force and effect as if all parties had executed the same document. A fully PDF copy of this First Amendment shall be effective as an original.

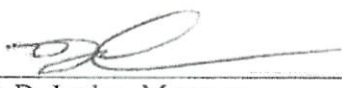
5. **No Other Modifications.** Except as expressly amended hereby, the Purchase Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment effective as of the day and year first above written.

SELLER:

JP-WASHINGTON, LLC,
an Alabama limited liability company

By: _____


Mark D. Jordan, Manager

BUYER:

MONTGOMERY COUNTY COMMISSION

By: _____

Chairman



AGENDA

SEP - 5 2017

Chairman Elton Dean and County Commissioners
Montgomery County Commission
P.O. Box 1667
Montgomery, AL36102

August 31, 2017

Dear Chairman Dean and Commissioners,

Please find a Memorandum of Understanding (MOU) between the Montgomery County Commission and One Place Family Justice Center (OPFJC) enclosed.

This MOU outlines the agreement between the County Commission and OPFJC in regards to OPFJC's use of County Courthouse Annex IV, located at 530 S. Lawrence Street, Montgomery, AL. 36104.

In return for the use of Courthouse Annex IV, building maintenance, building insurance and telephone service, OPFJC will provide services to Montgomery County victims of domestic and sexual violence, dating violence, stalking, and child and elder abuse free of charge.

The estimated value of this In-Kind donation is \$111,000 per year.

OPFJC agrees to care for and maintain Courthouse Annex IV to the highest standards, and to use the facility only for our stated business.

OPFJC further requests your permission to be allowed to use the value of this In-Kind Donation, \$111,000 per year, as In-Kind matching when applying for federal, state and/or local grant funding.

Should you, or any of the Commissioners have further questions or concerns, please feel free to call me at any time.

We look forward to our continued partnership with Montgomery County and applaud your commitment to servicing victims of crime.

Best Regards,

Kaye Harris, Executive Director
One Place Family Justice Center

ONE PLACE FAMILY JUSTICE CENTER

530 S. Lawrence Street . Montgomery, AL. 36104 . Phone: 334.262.7378 . Fax: 334.263.3525
www.oneplacefjc.org

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), hereinafter referred to as the Memorandum, entered into on April 1, 2017, by and between Montgomery County Commission, hereinafter referred to as the "First Party," and One Place Family Justice Center, hereinafter referred to as the "Second Party," and collectively known as the "Parties" for the purpose of establishing and achieving various goals and objective relating to the partnership.

WHEREAS, the aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this partnership;

MISSION

The aforementioned partnership has been established with the following intended mission in mind:

One Place Family Justice Center is a one-stop shop for victims of domestic violence, sexual assault, child and elder abuse, combining existing services in one location for the ease and benefit of survivors of domestic violence crimes. Over twenty different state and local agencies and civic groups have partnered with One Place in its mission of making existing services more efficient, effective, and accessible to victims of domestic violence, dating violence, sexual assault, stalking, child abuse and elder abuse by providing comprehensive services at one location.

PURPOSE AND SCOPE

The Parties intend for this Memorandum of Understanding to provide the cornerstone and structure for any and all possibly impending binding contract which may be related to the partnership.

OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for services to victims of domestic violence, sexual assault, dating violence, stalking and elder abuse, and intend to maintain a product and/or services that meets or exceeds all business and industry standards.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the wish of the aforementioned Parties to this MOU Agreement that this document should not and thus shall not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain

sound and optimal managerial, financial and administrative commitment with regards to all matters related to the partnership through means of the following individual services .

SERVICES COOPERATION

Montgomery County Commission shall render and provide the following services that include, but are not limited to:

In order to provide services to Montgomery County victims of intimate partner violence, sexual assault, stalking and elder abuse the Montgomery County Commission will provide 12,500 square feet of office space located at 530 S. Lawrence Street, Montgomery, AL. also known as, County Courthouse Annex 4 to One Place Family Justice Center to house all victim services programming. Montgomery County Commission also agrees to provide network infrastructure including voice and data, property insurance and building maintenance. The Montgomery County Commission will not be obligated to provide network infrastructure, including voice and data, to the City of Montgomery Policy Department or other non-profit organizations occupying the building. The total value of this In-Kind property donation and other services is estimated to be \$ \$111,000 per year.

One Place Family Justice Center shall render and provide the following services that include, but are not limited to:

One Place Family Justice Center shall provide services per their stated mission to any Montgomery County residents who identifies as a victim of Domestic Violence, Sexual Assault, Dating Violence, Stalking or Elder Abuse who seeks such services free of charge. One Place Family Justice Center shall maintain their legal IRS identification as a 501c3 corporation. One Place Family Justice Center shall follow all Montgomery County policies and procedures governing the use of and/or occupation of Montgomery County properties.

TIMELINE

The above outlined scope and objective shall be contingent on the Parties obtaining the necessary funds required for the partnership as described within any grant or business loan application, if any. Responsibilities under this Memorandum of Understanding may coincide with the grant period.

TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period of in perpetuity from the aforementioned effective date and maybe modified upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the Memorandum of Understanding may be cancelled by either party with 90 days advance written notice, with the exception where cause for cancellation may include, but is not

limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

ARBITRATION/MEDIATION DISPUTE RESOLUTION

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

NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

GOVERNING LAW

This Memorandum of Understanding shall be governed by and construed in accordance with the

laws of the State of Alabama.

SEVERABILITY CLAUSE

In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Memorandum to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

ASSIGNMENT

Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

ENTIRE UNDERSTANDING

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding whether written or oral.

MOU SUMMARIZATION

FURTHERMORE, the Parties to this MOU have mutually acknowledged and agreed to the following:

- The Parties to this MOU shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this partnership.
- It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
- The Parties to this MOU shall mutually contribute and take part in any and all phases of the planning and development of this partnership, to the fullest extent possible.
- It is not the intent or purpose of this MOU to create any rights, benefits and/or trust responsibilities by or between the parties.
- The MOU shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the partnership.

- Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the partnership, it shall then be controlled in accordance with Alabama governing laws, regulations and/or procedures.
- In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this MOU provide such right or authority.
- The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.
- Upon the signing of this MOU by both Parties, this Agreement shall be in full force and effect.

AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Montgomery County Commission and One Place Family Justice Center and shall be effective as of the date first written above.

 (First Party Signature)
 Montgomery County Commission

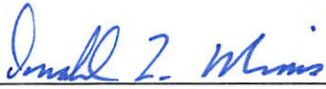
 (Date)

 (Second Party Signature)
 One Place Family Justice Center

 (Date)

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, September 25, 2017, at 8:00 in the morning.



Administrator



Chairman