

Elton N. Dean, Sr.
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Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

August 15, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DM*
County Administrator

SUBJECT: Information pertaining to the August 19, 2019
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, August 19, 2019, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

The Montgomery County Extension Office Luncheon and Annual Report to the County Commission will be held on Monday, August 19, 2019, at 11:30 a.m., at their office located at 5340 Atlanta Highway.

Enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' Miscellaneous Appropriations.

At the last meeting, the Commission agreed to place on the next agenda a Budget Change Request in the amount of \$4,000 for the Readiness Challenge Workshop, as requested by Chief Information and Technology Officer Lou Ialacci. After reviewing the Information Systems Budget, it has been determined that a Budget Change is not necessary.

1. County Commission Information Session Schedule for August 19, 2019

Waived Rules Item for Monday, August 19, 2019

2. Consider Authorization of the 2019 Project Safe Neighborhoods Grant, Sheriff's Office
3. Consider Adoption of Resolution Declaring Monday, August 19, 2019, as Montgomery American Angels Day in Montgomery County, County Commission

A COUNTY OLDER THAN THE STATE

4. Consider Adoption of Resolution Declaring Monday, August 19, 2019, as Montgomery American Darlings Day in Montgomery County, County Commission

Items to Consider for the Tuesday, September 3, 2019 Montgomery County Commission Regular Meeting Agenda

5. Consider Authorization to Purchase Socrata Software and Maintenance from Tyler Technologies for Smart County Financials, Information Systems
6. Consider Authorization of Renewal of the Environmental Systems Research Institute, Inc., (ESRI) Software Maintenance Agreement for GIS & Cadastral Mapping, Appraisal Department
7. Consider Authorization of Renewal of Pictometry Connect Custom Access License Agreement with Pictometry International Corp., for GIS & Cadastral Mapping, Appraisal Department
8. Consider Authorization of Amendment to Agreement dated February 6, 2015 with Pictometry International Corp., regarding Aerial Photography, Appraisal Department
9. Consider Authorization of Memorandum of Agreement 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, 2019 and ending September 30, 2020, Youth Facility **(Attached is a copy of the 2018-2019 Agreement)**
10. Consider Authorization of Award of Request for Proposal to QCHC, Inc., concerning the Detainee Medical Services Program, Youth Facility
11. Consider Authorization of Lease Agreement with Cannon Solutions America, Inc., regarding Copy Machine Rental pursuant to State of Alabama Contract T190, County Commission
12. Consider Authorization of Bid Award to Battery Source for a Golf Cart, Bid Number 51901-19B-022, Support Services

General Information

13. Copy of Memorandum from Sheriff Cunningham regarding the National Alliance on Mental Illness (NAMI) Alabama Annual Fundraiser
14. Copy of Letter from the Montgomery Symphony Orchestra **requesting \$20,000** for the Montgomery Music Project (MMP)

15. Copy of Email from Vice President Dawn Hathcock with the Montgomery Area Chamber of Commerce, Destination & Image Development regarding the Purchase of a Table at the Equal Justice Initiative's Annual Fundraising Dinner in New York. **The County's contribution would be \$4,500 for three seats at the dinner.**
16. Copy of Email from Vice President Dawn Hathcock with the Montgomery Area Chamber of Commerce, Destination & Image Development **requesting \$30,000** for the Scott Fire Fighter World Combat Challenge
17. Copy of Letter from the National Guard Bureau regarding a Draft United States Air Force F-35A Operational Beddown Air National Guard Environmental Impact Statement
18. Copy of Memorandum regarding Board Member Appointments to the Joint Public Charity Hospital Board
19. Copy of Memorandum regarding Board Member Appointment to the Personnel Board
20. Copy of Letter from President Katie R. Bell with the Montgomery City-County Public Library Board requesting the Commission's assistance regarding two Board Members who are not in Compliance with the Attendance Policy
21. Copy of Letter from Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce regarding an Executive Session concerning a Commerce or Trade Matter
22. Copy of FY2020 Budget Calendar
23. Copy of Schedule of Upcoming Bids/Contract Renewals for 2019
24. Copy of Service of Process Fee (Sheriff Process Fee) Collection Report for August 2019
25. Copies of Revenue Reports for July 2019 from Tax and Audit Department
26. Copy of Population Report for July 2019 for the Mac Sim Butler Detention Facility

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
AUGUST 19, 2019

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:05 a.m. Finance Director Sherrill Thomas – Presentation regarding the 2019-2020 Budget
- 8:10 a.m. Chief Information and Technology Officer Lou Ialacci – Presentation regarding the Purchase of Socrata Software and Maintenance from Tyler Technologies for Smart County Financials (**Future Agenda Item**)
- 8:15 a.m. Sheriff Derrick Cunningham – Presentation regarding the 2019 Project Safe Neighborhoods Grant (**Waived Rules Item**) and the National Alliance on Mental Illness (NAMI) Alabama Annual Fundraiser (**General Information Item**)
- 8:20 a.m. GIS & Cadastral Mapping Manager Todd Grant – Presentation regarding a Renewal of the Environmental Systems Research Institute, Inc., (ESRI) Software Maintenance Agreement (**Future Agenda Item**), a Renewal of Pictometry Connect Custom Access License Agreement with Pictometry International Corp. (**Future Agenda Item**), and an Amendment to Agreement dated February 6, 2015 with Pictometry International Corp., regarding Aerial Photography (**Future Agenda Item**)
- 8:25 a.m. County Engineer George Speake – Update regarding Engineering Operations
- 8:30 a.m. Manager of Public Affairs Hannah Hawk – Update regarding Public Affairs
- 8:35 a.m. Chief Probation Officer Ray Williams – Presentation regarding a Memorandum of Agreement with the Administrative Office of Courts for Reimbursement of Salary paid to a Court Referee for the 15th Judicial Circuit for FY2020 (**Future Agenda Item**)
- 8:40 a.m. Juvenile Detention Director Brandi Alexander – Presentation regarding Award of Request for Proposal to QCHC, Inc., concerning Detainee Medical Services Program for the Youth Facility (**Future Agenda Item**)
- 8:45 a.m. Director Marshall Taggart, Jr., with the Montgomery Regional Airport – Presentation regarding Destination Vision 2025
- 8:50 a.m. Executive Director Bryan Reeves with the Montgomery Symphony Orchestra – Presentation requesting \$20,000 for the Montgomery Music Project (**General Information Item**)
- 9:00 a.m. Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce – Executive Session regarding a Commerce and Trade Matter (**General Information Item**)
- 9:30 a.m. Formal Session
- 10:00 a.m. Adjourn



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

MEMORANDUM

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

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

Subject: 2019 Project Safe Neighborhoods Grant

Date: August 12, 2019

The Montgomery County Sheriffs Office is pursuing the 2019 Project Safe Neighborhoods Grant.

We are requesting this item be added to the August 19th agenda of the meeting of the Montgomery County Commission. This is a twelve-month grant with no local match required. This grant focuses on the reduction of violent crime, including, but not limited to, addressing criminal gangs and the felonious possession and use of firearms.

Thank you for your attention this matter,

RW/dc

cc: Derrick Cunningham, Sheriff

Tammy Nix

From: Regina Walker
Sent: Monday, August 12, 2019 11:30 AM
To: Donald Mims
Cc: Tammy Nix; Derrick Cunningham
Subject: Project Safe Neighborhoods (PSN) Grant
Attachments: PSN Grant.docx

Good morning to each of you,

I have attached a memo requesting to waive rules to apply for the PSN Grant. The release date of the grant was Friday, August 9th. Our grant application is due at the end of the month.

Please let me know if any additional information is needed to facilitate the completion of this request.

Thank you for your attention to this matter,

Regina

Certification Regarding Drug Free Workplace Requirements Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, subpart F. The regulation, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 DFR part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing a drug free awareness program to inform employees about --
 - 1. The dangers of drug abuse in the workplace.
 - 2. The grantee's policies of maintaining a drug free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - 1. Taking appropriate personnel action against such an employee, up to and including termination.
 - 2. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (Street Address, City, County, State, Zip Code):

Street Address	City	County	State	Zip Code
Street Address	City	County	State	Zip Code
Street Address	City	County	State	Zip Code
Organization Name		Applicant or Grant Number		
Name and Title of Authorizing Representative				
Signature		Date		

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**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

- 1 By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certifications this clause is a materiel representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participation a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 28 CFR Part 67, Section 67.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160 - 19211)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in these certification, such prospective participant shall attach an explanation to this proposal.

(Type or Print Name and Title of Authorized Representative)

(Signature of Authorized Representative)

Date

(Name of Organization)

(Address of Organization)

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Certification Regarding Lobbying

Each applicant shall file this certification and disclosures form if applicable, with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of \$100,000 or more

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form #LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Authorized Official

Date

Title

Resolution

WHEREAS, the Montgomery American Angels worked diligently all season long, practicing and competing their hardest in a way that pushed them towards victory in the World Series Championship; and

WHEREAS, the girls' team was able to compete and excel in multiple tournaments, including District with a record of 4-0 and State with a record of 6-0; and

WHEREAS, the Montgomery American Angels, under the leadership of Coach Keith Williams, Coach Tony Eady, and Manager Lane Knight, consisted of Jaslynn Harris (#00), Evie Knight (#1), Camilla Abbott (#3), Kaitlyn Hudson (#4), Adair Goray (#5), Lily Stanford (#7), Gabby Eady (#8), Kennedy Thompson (#9), Mary Olive Maddox (#10), Riley Hudson (#22), Anna Williams (#27), and Micaiah Shelton (#32); and

WHEREAS, the Angels advanced to the World Series in Sulphur Springs, Texas on August 7 and remained undefeated after six ardent games, finishing with an exceptional season, outscoring their opponents 158-18 in all tournaments and with the title of World Series Champions.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission recognizes and thanks the coaches and the Montgomery American Angels for the sacrifices made on and off the field that are required to perform at the World Series level. Furthermore, the Commission congratulates the Montgomery American Angels on winning the World Series Title and does hereby declare Monday, August 19, 2019, in Montgomery County, Alabama as

“Montgomery American Angels Day.”

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 19th day of August, 2019.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN RONDA M. WALKER

COMMISSIONER DANIEL HARRIS, JR.

COMMISSIONER ISAAH SANKEY

COMMISSIONER DOUG SINGLETON

Resolution

WHEREAS, the Montgomery American Darlings worked diligently all season long, practicing and competing their hardest in a way that pushed them towards victory in the World Series Championship; and

WHEREAS, the girls' team was able to compete and excel in multiple tournaments, including Sub-District with a record of 3-0, District with a record of 2-2, and State with a record of 5-1; and

WHEREAS, the Montgomery American Darlings, under the leadership of Coach Brian Pittman, Coach Katie Barton, Coach Robert Olesen, and Manager Tyler Walker, consisted of Anna Catherine McDaniel (#00), Tucker Pittman (#1), Hartley Walker (#2), Mary Mason "Mae Mae" Milton (#3), Reese Woody (#4), Emily Lee (#5), Adalee Lincoln (#6), Molly Phillips (#7), Elliette Barton (#10), Abigail Grace Olesen (#11), Delaney Frazer (#18), and Rebecca Vick (#19); and

WHEREAS, the Darlings advanced to the World Series in Eufaula, Alabama on July 31 and remained undefeated after five ardent games, finishing with an exceptional season, outscoring their opponents 239-101 in all tournaments and with the title of World Series Champions.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission recognizes and thanks the coaches and the Montgomery American Darlings for the sacrifices made on and off the field that are required to perform at the World Series level. Furthermore, the Commission congratulates the Montgomery American Darlings on winning the World Series Title and does hereby declare Monday, August 19, 2019, in Montgomery County, Alabama as

"Montgomery American Darlings Day."

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 19th day of August, 2019.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN RONDA M. WALKER

COMMISSIONER DANIEL HARRIS, JR.

COMMISSIONER ISALAH SANKEY

COMMISSIONER DOUG SINGLETON

4-1

Interoffice Memo

To: Donnie Mims

From: Lou Ialacci 

Cc: Florence Cauthen, Tammy Nix

Date: August 14, 2019

RE: Socrata Software for Smart County Financials

The County Commission has continued to grow as one of the leaders in being a smart region. The County has provided online services like, automobile tag and boat license renewals, property tax payments, recording documents and other services for several years. In the past week the County released a new website. This is the next step toward the County becoming more transparent and smarter.

The Commission has already approved adding Tyler's Socrata Open Finance module to the IT budget to allow us to acquire the application. This is the same system the City purchased three years ago. We were able to negotiate the same rate resulting in a 23% savings. A copy of the final quote is attached with this memo.

The module can be purchased using the County's existing Master Service Agreement with Tyler Technologies that covers our financial, payroll, and purchasing systems. The new application will interface very well with our existing systems from Tyler.

I have the money in my budget to cover the cost of the installation and service for the first year.

Please approve this to go on the formal agenda for September 3, 2019. Thank you.



Sales Quotation For
 Montgomery County
 100 South Lawrence St. P.O. Box 1667
 100 South Lawrence St
 Montgomery, AL 36104
 Phone: +1 (334) 832-4950

Quoted By: Brad Reed
Quote Expiration: 10/30/2019
Quote Name: Montgomery County - NW ERP - Socrata Open Finance
Quote Number: 2019-73282
Quote Description: Socrata Open Finance

Tyler Software and Related Services - Annual

Description	One Time Fees		Annual Fee	
	Impl. Hours	Impl. Cost	Impl. Cost	Maintenance
Socrata				
Socrata Open Finance Suite	0	\$0	\$0	\$15,000
			\$0	\$15,000
Sub-Total:			\$0	\$15,000
TOTAL:	0	\$0	\$0	\$15,000

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Socrata Open Finance - Install Fee	1	\$5,100	\$5,100	\$0
TOTAL:			\$5,100	\$0

Summary

Total Tyler Annual	One Time Fees	Recurring Fees
Total Tyler Services	\$0	\$15,000
Total Third Party Hardware, Software and Services	\$5,100	\$0
	\$0	\$0
Summary Total	\$5,100	\$15,000
Contract Total	\$20,100	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

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Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
- The costs provided in this proposal are based on all of the proposed products and services being obtained from Tyler Technologies. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust its prices accordingly.
- Tyler supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Customers may elect to use other third-party report generation tools including Crystal Reports however Tyler does not provide support for these tools and cannot guarantee compatibility.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.
- Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

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Comments

- In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.
- With our 2018.1 Release Tyler requires the use of Tyler Identity and at least a 2048 bit RSA SSL Security Certificate for all New World ERP applications if hosted by the Client. This certificate is required to encrypt sensitive information as it travels across the network. There are various vendors who sell SSL Certificates, with all ranges of prices.
- Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.
- Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

August 19, 2019

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: 07/02/2019
To: Todd Grant
Organization: Montgomery County Alabama
Re GIS & Cadastral Mapping Dept
Fax #: 334-832-2535 **Phone #:** 334-832-1607

From: Manny Ballesteros
Fax #: 909-793-4801 **Phone #:** 888-377-4575 Ext. 2240
Email: mballesteros@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #25909276
Document Date: 07/02/2019

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.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752240
Fax #: 909-793-4801

Quotation

Date: 07/02/2019

Quotation Number: 25909276

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: Manny Ballesteros

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

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: 10/01/2019 End Date: 09/30/2020	3,000.00	3,000.00
1010	4	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 10/01/2019 End Date: 09/30/2020	1,200.00	4,800.00
2010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 10/01/2019 End Date: 09/30/2020	500.00	500.00
3010	14	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 10/01/2019 End Date: 09/30/2020	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: Manny Ballesteros

Ext: 2240

[CSBATCHDOM]

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

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esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752240
Fax #: 909-793-4801

Quotation

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Date: 07/02/2019

Quotation Number: 25909276

Item	Qty	Material#	Unit Price	Extended Price
ArcGIS Enterprise Advanced Up to Four Cores Maintenance				
Start Date: 10/01/2019				
End Date: 09/30/2020				

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

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

[CSBATCHDOM]

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esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752240
Fax #: 909-793-4801

Quotation

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Date: 07/02/2019

Quotation Number: 25909276

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 OR EMAIL YOUR PURCHASE ORDER TO 909-307-3083/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 and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> 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. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. 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. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

[CSBATCHDOM]

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**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752240
Fax #: 909-793-4801

Quotation

Page 4

Date: 07/02/2019 Quotation No: 25909276 Customer No: 159286

Item	Qty	Material#	Unit Price	Extended Price
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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]

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August 19, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

SUBJECT: 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 Pictomerty Connect Custom Access software license renewal agreement be placed on the next agenda.

RTG

Attachment

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
MONTGOMERY COUNTY COMMISSION ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
101 South Lawrence Street	25 Methodist Hill Drive
Montgomery, AL 36043	Rochester, NY 14623
Attn: Todd Grant, GIS Manager	Attn: General Counsel
Phone: (334) 832-1607 Fax: (334)241-4431	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond

Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
MONTGOMERY COUNTY COMMISSION	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

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SECTION A**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #

C14398144

BILL TO

Montgomery County, AL
Todd Grant, GIS Manager
101 South Lawrence Street
Montgomery, AL 36043
(334) 832-1607
toddgrant@mc-ala.org

SHIP TO

Montgomery County, AL
Todd Grant, GIS Manager
101 South Lawrence Street
Montgomery, AL 36043
(334) 832-1607
toddgrant@mc-ala.org

CUSTOMER ID

A116960

SALES REP

KLamo

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	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. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00		\$2,200.00

Thank you for choosing Pictometry as your service provider.

TOTAL

\$2,200.00

Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Activation of Online Services

\$2,200.00

Total Payments**\$2,200.00****PRODUCT PARAMETERS****CONNECT****Product:****Admin User Name:****Admin User Email:****Geofence:****Pictometry Connect - CA - 50**

Todd Grant

toddgrant@mc-ala.org

AL Montgomery

AL Montgomery Metro

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SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC § 1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

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- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

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2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

7-8

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

7-9

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alabama, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Alabama in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Payment Terms: The following shall be deleted from the provision entitled Section A "Fees; Payments Terms"
To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less).

4. 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 the Montgomery County Commission and Pictometry International Corp.

[END OF NON-STANDARD TERMS AND CONDITIONS]

7-10

August 19, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

SUBJECT: Pictometry International Corp.

Attached hereto, please find the Amendment to the Agreement Between Pictometry International Corp. and Montgomery County Commission (executed February 6, 2015).

I request that approval of the Amendment to the Agreement Between Pictometry International Corp. and Montgomery County Commission (executed February 6, 2015) be placed on the next agenda.

RTG

Attachment

**AMENDMENT TO AGREEMENT DATED FEBRUARY 6, 2015 BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
MONTGOMERY COUNTY COMMISSION ("CUSTOMER")**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated February 6, 2015 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

Section A: Product Descriptions, Prices and Payment Terms

2. **MODIFICATIONS TO AGREEMENT:**
- a. The Products and Product Parameters set forth in Section A of this Amendment shall be added to the Second Project of the Agreement and shall be subject to the terms and conditions of the Agreement.
 - b. All other terms and conditions shall remain in full force and effect.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
101 South Lawrence Street	25 Methodist Hill Drive
Montgomery, AL 36043	Rochester, NY 14623
Attn: Todd Grant, GIS Manager	Attn: General Counsel
Phone: (334) 832-1607 Fax: (334) 241-4431	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

PARTIES:

CUSTOMER	PICTOMETRY
MONTGOMERY COUNTY COMMISSION	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #

C13801018

BILL TO

Montgomery County Commission
Todd Grant, GIS Manager
101 South Lawrence Street
Montgomery, AL 36043
(334) 832-1607
toddgrant@mc-ala.org

SHIP TO

Montgomery County Commission
Todd Grant, GIS Manager
101 South Lawrence Street
Montgomery, AL 36043
(334) 832-1607
toddgrant@mc-ala.org

CUSTOMER ID

A116960

SALES REP

KLamo

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
448	Mosaic - Area Wide (6in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.00 (100%)	\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
456	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$0.00 (100%)	\$0.00

Thank you for choosing Pictometry as your service provider.

TOTAL

\$0.00

¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

Total Payments

\$0.00

PRODUCT PARAMETERS

MOSAIC TILES

Product:
Leaf:

Mosaic - Area Wide (6in GSD; MrSID format, combined) Per Sector
Leaf Off: Less than 30% leaf cover

Product:
Leaf:

Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector
Leaf Off: Less than 30% leaf cover

8-3

Memo

To: Mr. Donald Mims, Montgomery County Administrator
From: Ray Williams, Chief Probation Officer *RW*
Date: August 12, 2019
Re: MOU – Referee Vicky Toles

I am requesting that the Memorandum of Understanding for Montgomery County Family Court Referee Vicky Toles be placed on the next County Commission meeting agenda for approval. The funding for Referee Toles will be paid entirely through state funding. The Administrative Office of Courts will submit an invoice at the end of each quarter in FY 2019-2020 and be reimbursed for her salary.

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 \$52,653.60 – COLA implemented effective 10/1/2019**) 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 **\$40.50** and will work a maximum of 25 hours per week. Ms. Toles shall preside over juvenile court hearings, except for juvenile transfer hearings and termination-of-parental rights hearings, in the Montgomery County Family Court. This MOU is effective for the period beginning October 1, 2019 and ending September 30, 2020.

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 2019 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: Jennifer Moorer, 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:

Rich Hobson, ADC
Administrative Office of Courts

Date

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

Date

REVIEWED BY:

James E. Wilson, Esq., AOC Legal Division

Date

9-2



MEMORANDUM OF UNDERSTANDING

Between the Administrative Office of Courts and The Montgomery County Commission

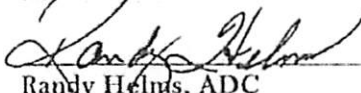
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II. AOC and the Commission agree that this transfer of funds in no way obligates the Commission to provide permanent or additional funding for this position in future months or years beyond the period stated. Should AOC receive additional state funding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

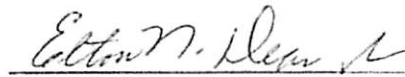
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IV. The AOC, employee, and/or Commission may terminate this MOU without penalty by providing all parties fourteen (14) days written notice. This MOU replaces any MOU approved prior to the effective date of this document.

APPROVED:

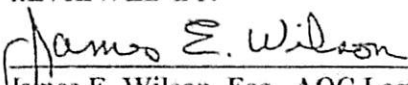

Randy Helms, ADC
Administrative Office of Courts

9/26/18
Date


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

10/15/18
Date

REVIEWED BY:


James E. Wilson, Esq., AOC Legal Division

9/26/2018
Date

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II 

DATE: August 14, 2019

RE: Request for Proposal No. 52602-19P-019
Detainee Medical Services Program for the
Montgomery County Youth Detention Facility

I request approval of award on the above referenced request for proposal to Quality Correctional Healthcare (QCHC), in the amount of \$282,000, be placed on a future agenda for the County Commission meeting.

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

Coordination of award made with Brandi Alexander, Juvenile Detention Director.

Attachment

MCYF

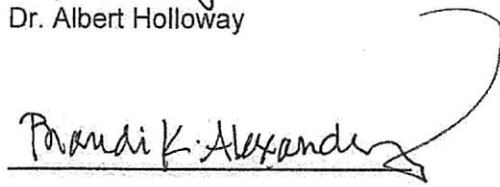
Memo

To: Donnie Mims, County Administrator
From: Brandi K. Alexander, Juvenile Detention Director
cc: Florence Cauthen, Deputy Administrator
Date: 08/09/2019
Re: Medical Contract Proposal

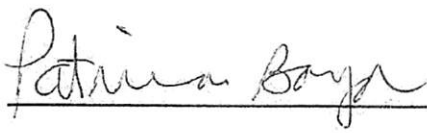
The committee to review the medical contract proposals for the Youth Detention Facility convened on 08/09/2019. It is the agreement of this committee that we all recommend the QCHC contract. The committee requires QCHC to attach letters of providers when the contract is awarded. Below are the committee members to attest and agree to this recommendation going before the Montgomery County Commission.



Dr. Albert Holloway



Brandi K. Alexander, Detention Director



Patricia Boyd, Assistant Detention Director

MCYF

Memo

To: Donnie Mims, County Administrator
From: Brandi K. Alexander, Juvenile Detention Director
cc: Florence Cauthen, Deputy Administrator
Date: 8/13/2019
Re: Medical Proposal

Please place the QCHC Medical Proposal for 12/7 coverage for \$282,000 at the Youth Detention Facility on the County Commission Agenda for approval.

10-3

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: August 15, 2019

RE: State Contract T190
Copy Machine Rental

I request a lease agreement with Cannon Solutions America, Inc. be placed on September 3, 2019 agenda. The lease agreement will be provided by vendor and subject to approval by County Attorney.

The base monthly rental is \$6,216.74.

Attachment

Line Item	Current Model and Specs	Department	Berney Proposed	Cannon Solutions America, Inc. Proposed	Berney Proposed Monthly Rental Cost	Cannon Proposed Monthly Rental Cost
1	MX5070UP, MX-FN30, MX-DE28, MX-PN16B, MX-FX15 (50 CPM)	County Commission	XEROX C8055H COLOR 55 CPM	Canon IR ADV C7565	\$202.69	\$275.75
2	MXM464N, MX-DE20, MX-PN11B (46 CPM)	DA Check Unit	XEROX B8045H MONO 45 CPM	Canon IR ADV 4551	\$193.65	\$127.41
3	MXM464N, MX-DE20, MX-PN11B (46 CPM)	DA Pre-Trial	XEROX B8045H MONO 45 CPM	Canon IR ADV 4551	\$193.65	\$127.41
4	MXM464N Base System (46 CPM)	DA's Office	XEROX B8045H MONO 45 CPM	Canon IR ADV 4551	\$191.12	\$111.43
5	MXM654N, MX-PN12B, MX-LC15 (65 CPM)	DA Street Crime	XEROX B8065H MONO 65CPM	Canon IR ADV 6565	\$244.00	\$229.54
6	MXM654N, MX-PN12B, MX-LC15 (65 CPM)	DA Grand Jury	XEROX B8065H MONO 65CPM	Canon IR ADV 6565	\$244.00	\$229.54
7	MXM464N, MX-DE20, MX-PN11B (46 CPM)	DA VUC	XEROX B8045H MONO 45 CPM	Canon IR ADV 4551	\$193.65	\$127.41
8	MXM464N, MX-DE20, MX-PN11B (46 CPM)	DA JUVI / at Youth Facility	XEROX B8045H MONO 45 CPM	Canon IR ADV 4551	\$193.65	\$127.41
9	MXM464N, MX-DE20, MX-PN11B (46 CPM)	DA HMFI	XEROX B8045H MONO 45 CPM	Canon IR ADV 4551	\$193.65	\$127.41
10	MXM464N, MX-DE20, MX-PN11B (46 CPM)	DA Proposed / Admin 2	XEROX B8045H MONO 45 CPM	Canon IR ADV 4551	\$193.65	\$127.41
11	MXM266N Base System (26 CPM)	DA Child Support	XEROX B7025S MONO 25 CPM	Canon IR ADV 4525	\$71.53	\$71.00
12	MXM654N Base System (65 CPM)	Finance	XEROX B8065H MONO 65CPM	Canon IR ADV 6565	\$211.96	\$195.00
13	MXM266N Base System (26 CPM)	Maintenance	XEROX B7025S MONO 25 CPM	Canon IR ADV 4525	\$71.53	\$71.00
14	MXM464N, MX-DE20, MX-FX11 (46 CPM)	Revenue Tax & Audit	XEROX B8045H MONO 45 CPM	Canon IR ADV 4551	\$194.50	\$120.42
15	MXM266N Base System (26 CPM)	Revenue	XEROX B7025S MONO 25 CPM	Canon IR ADV 4525	\$71.53	\$71.00
16	MXM464N, MX-FX11	Probate Tags DT	XEROX B8045H MONO 45 CPM	Canon IR ADV 4551	\$191.12	\$103.41
17	MXM266N with Inner Finisher	Probate Records Revenue	XEROX B7025S MONO 25 CPM	Canon IR ADV 4525	\$82.49	\$87.00
18	MXM364N, MX-FX11 (36 CPM)	Probate Court	XEROX B7035S MONO 35 CPM	Canon IR ADV 4535	\$102.67	\$99.00
19	MXM364N, MX-FX11 (36 CPM)	Probate Accounting	XEROX B7035S MONO 35 CPM	Canon IR ADV 4535	\$102.67	\$99.00
20	MXM364N, MX-FX11 (36 CPM)	Election Center	XEROX B7035S MONO 35 CPM	Canon IR ADV 4535	\$102.67	\$99.00
21	MXM364N, MX-FX11 (36 CPM)	Probate East	XEROX B7035S MONO 35 CPM	Canon IR ADV 4535	\$102.67	\$99.00
22	MXM364N, MX-FX11 (36 CPM)	Probate West	XEROX B7035S MONO 35 CPM	Canon IR ADV 4535	\$102.67	\$99.00
23	MXM364N, MX-FX11 (36 CPM)	Probate South	XEROX B7035S MONO 35 CPM	Canon IR ADV 4535	\$102.67	\$99.00
24	MXM266N with Inner Finisher (26 CPM)	Revenue West	XEROX B7025S MONO 25 CPM	Canon IR ADV 4525	\$82.49	\$87.00
25	MXM266N with Inner Finisher (26 CPM)	Revenue East	XEROX B7025S MONO 25 CPM	Canon IR ADV 4525	\$82.49	\$87.00
26	MXM266N with Inner Finisher (26 CPM)	Revenue South	XEROX B7025S MONO 25 CPM	Canon IR ADV 4525	\$82.49	\$87.00
27	MXM266N with Inner Finisher (26 CPM)	Information Systems	XEROX B7025S MONO 25 CPM	Canon IR ADV 4525	\$88.39	\$87.00
28	MXM464N, MX-FX11 (46 CPM)	Purchasing	XEROX B8045H MONO 45 CPM	Canon IR ADV 4551	\$194.50	\$111.43
29	MXM364N, MX-FX11 (36 CPM)	Engineering	XEROX B7035S MONO 35 CPM	Canon IR ADV 4535	\$108.56	\$110.57
30	MXM364N Base System (36 CPM)	Appraisal	XEROX B7035S MONO 35 CPM	Canon IR DV 4535	\$102.67	\$99.00
31	MXM464N, MX-DE20, MX-FX11 (46 CPM)	Comm. Corrections	XEROX B8045H MONO 45 CPM	Canon IR ADV 4551	\$194.50	\$111.43
32	MXB201D Base System (20 CPM)	Comm. Corrections	XEROX B405DN MONO DESKTOP MFP 45 CPM	Canon IR 1435IF	\$31.78	\$26.00

11-2

33	MXB201D Base System (20 CPM)	Comm. Corrections	XEROX B405DN MONO DESKTOP MFP 45 CPM	Canon IR 1435IF	\$31.78	\$26.00
34	MXM464N, MX-DE20 (46 CPM)	Jail - Releasing	XEROX B8045H MONO 45 CPM	Canon IR ADV 4551	\$191.12	\$103.41
35	MX-M654N Base System (65 CPM)	Jail - Booking	XEROX B8065H MONO 65CPM	Canon IR ADV 6565	\$211.96	\$195.00
36	MX5070UP, MX-FN30, MX-DE28, MX-PN16B (50 CPM)	Jail - Admin	XEROX C8055 COLOR 55 CPM	Canon IR ADV C5550	\$188.37	\$210.61
37	MXM266N Base System (26 CPM)	Youth Facility Court Room	XEROX B7025S MONO 25 CPM	Canon IR ADV 4525	\$71.53	\$71.00
38	MX-M654N, MX-PN12B (65 CPM)	Youth Facility Detention	XEROX B8065H MONO 65CPM	Canon IR-ADV 6565	\$213.65	\$204.14
39	MX-M654N Base System (65 CPM)	Youth Facility Probation	XEROX B8065H MONO 65CPM	Canon IR ADV 6565	\$211.96	\$195.00
40	MX-M654N Base System (65 CPM)	Youth Facility / Inmate hall way	XEROX B8065H MONO 65CPM	Canon IR ADV 6565	\$211.96	\$195.00
41	MXM266N Base System (26 CPM)	Youth Facility - Switchboard	XEROX B7025S MONO 25 CPM	Canon IR ADV 4525	\$71.53	\$71.00
42	MXM266N Base System (26 CPM)	Personnel	XEROX B7025S MONO 25 CPM	Canon IR ADV 4525	\$71.53	\$71.00
43	MX-M754N, MX-LC15, MX-FX11, MX-PN12B (75 CPM)	Personnel	XEROX B8075 MONO 75CPM	Canon IR ADV 6575	\$257.46	\$255.00
44	MX5070UP, MX-FN30, MX-DE28, MX-PN16B, MX-FX15 (50 CPM)	Admin	XEROX C8055 COLOR 55 CPM	Canon IR ADV C5550	\$191.74	\$220.30
45	MX-M654N Base System (65 CPM)	Legal Services	XEROX B8065H MONO 65CPM	Canon IR ADV 6565	\$211.96	\$195.00
46	MX-3050N, MX-FN27, MX-FX15 (30 CPM)	Investigations	XEROX C8035 COLOR 35 CPM	Canon IR ADV C5540	\$155.60	\$155.00
47	MX5070UP, MX-DE28, MX-PN14B (50 CPM)	Patrol	XEROX C8055H COLOR 55 CPM	Canon IR ADV C5550	\$188.37	\$220.30
48	New Placement	Bd of Registrars NEW PLACEMENT	XEROX B7035S MONO 35 CPM	Canon IR ADV 4535	\$108.56	\$99.00
Total Cost of Copiers Monthly Rental					\$7,111.34	\$6,216.74

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: August 6, 2019

RE: Invitation to Bid No. 51901-19B-022
Golf Cart

Request that approval of award on the above referenced Invitation to Bid to the low bid of Battery Source in the amount of \$10,899.00 be placed on a future agenda. (Copy of spread sheet attached.)

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

Attachment

[illegible]

Abstract for Bid - Golf Cart 51901-19B-022

12-2



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

August 12, 2019

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : NAMI Walk – September 21, 2019

NAMI (National Alliance on Mental Illness) will have their annual Walk on Saturday, September 21, 2019, at Wynton M. Blount Cultural Park. I represent NAMI for Montgomery County and I am respectfully requesting monetary donations for the Walk. As you all know, mental illness has taken a toll not only on our community but on the county government and has become a serious issue in today's society. Major Gayle Atchison and I will be participating in this NAMI fundraiser along with any county employees willing to join my team to help fight this issue. Additionally, I will be providing t-shirts for our team, at my own expense.

The registration form is attached hereto and please know that any donation will be greatly appreciated. If you have any questions, please do not hesitate to contact me or my assistant, Christie (ext 7106).

DC/crv

encls.

cc: Ms. Florence Cauthen, Deputy County Administrator
Mr. Elton N. Dean, Sr., County Commission Chairman
Mr. Dan Harris, County Commissioner
Mr. Isaiah Sankey, County Commissioner
Ms. Ronda Walker, County Commissioner
Mr. Doug Singleton, County Commissioner

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

13-1



NAMIWalks Alabama Team Commitment Form

Thank you for your interest in becoming a participating in NAMIWalks Alabama. Please complete this form and return to NAMI Alabama as soon as possible.

☐ **YES, my company/organization/family is interested in forming a NAMIWalks Team**

NAME: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

E-MAIL: _____

☐ **YES, my company would also like to support NAMIWalks as a Sponsor at the level below:**

Premier Sponsor	_____ \$15,000
Presenting Sponsor	_____ \$10,000
Major Sponsor	_____ \$7,500
Gold Sponsor	_____ \$5,000
Silver Sponsor	_____ \$2,500
Start/Finish Line Sponsor	_____ \$1,500
Bronze Sponsor	_____ \$1,000
Supporter Sponsor	_____ \$500
Kilometer Sponsor	_____ \$250

SPONSORSHIP PAYMENT: _____ Please invoice my company
_____ Check is enclosed
_____ Payable to NAMI Alabama

(Signature of authorization)

(Date)

.....

A representative of NAMI Alabama will contact you directly to further discuss your participating in the 2019 NAMIWalks Alabama. Please contact Bonnie Robbins, Assistant Director of NAMI Alabama for additional information or with questions.

Please fax or mail this Corporate Commitment Form to:

NAMI Alabama
1401 I-85 Parkway, Suite A
Montgomery, AL 36106
Tel: 334-396-4797 • Fax: 334-396-4794

13-2

Annual Membership in



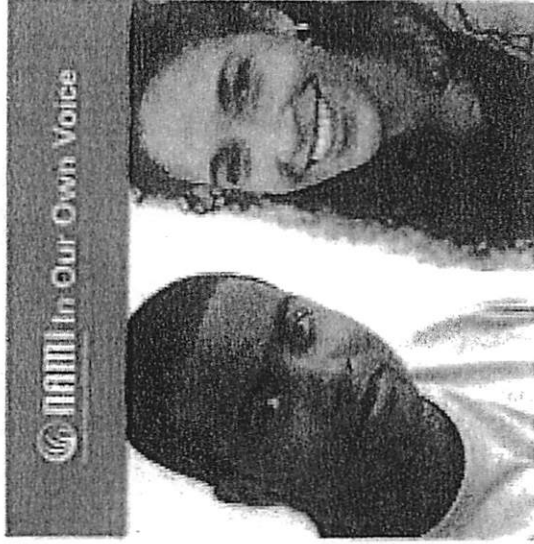
National Alliance on Mental Illness

Enrolls you in:

- NAMI
www.nami.org
- NAMI ALABAMA
www.namialabama.org
- NAMI Montgomery
www.namimontgomery.org

You can also join NAMI on-line at www.nami.org. This will also enroll you in all three levels of NAMI.
(Credit card required for on-line membership)

Also check us on Instagram
(Nami_mgm) and Facebook



Learn about mental illness
from people who have
been there

In Our Own Voice

A Public Education Presentation

COMBATING STIGMA:

In Our Own Voice presentations are given to groups of people interested in learning more about individuals living with mental illnesses. Individuals in recovery speak about their personal stories.

If interested in one of these free presentations contact:

Pat Cobb – 334-279-8331

or

Ethel Green

Ethelgreen437@gmail.com
334-221-4376



National Alliance on Mental Illness

The purpose of NAMI is to provide support, education, and advocacy for persons with mental illnesses, their families, and others whose lives are affected by these brain disorders.



National Alliance on Mental Illness

*Serving people living in
Montgomery, Autauga,
Elmore, and Lowndes
Counties.*



NAMI Montgomery Family Member Support Group meets on the second Monday of every month.

Meetings begin at 6:30 p.m. with doors open at 6:00 p.m.
The meeting ends at 7:45 p.m.

This support group is for people who support/care for a person living with a serious mental illness. It is not a group for people who are living with mental illness. This is not a meeting that is appropriate for minor children. There is no child-care provided.

NAMI Montgomery Family Member Support Group meets at FRAZER UNITED METHODIST CHURCH—6000 Atlanta Hwy, Montgomery, 36117.

Join us in Room 7205 which is located on the 2nd floor.

13-4

NAMI Montgomery conducts occasional informational meetings instead of the support group meetings. The informational meetings are open to anyone with an interest in mental health issues.

Call Pat Cobb, 334-279-8331 for more information about dates for either the support group or the informational meetings or send an e-mail to ethelgreen437@gmail.com



There is no fee associated with attending a NAMI SUPPORT GROUP or an educational event.

Monthly newsletters provide NAMI Montgomery event details.

To join NAMI:

Please fill out the form below and return it with your membership fee to:
NAMI Montgomery Membership,
437 Mulligan Drive
Montgomery, AL 36117

All information received is strictly confidential and for NAMI use only.

NAME: _____

STREET ADDRESS: _____

(City) _____

(State) _____ (ZIP) _____

PHONE:(Home) _____

(Cell) _____

(Work) _____

E-MAIL: _____

Annual Membership Fee is:

\$40.00 per year (per individual)
\$ 5.00 per year "Open Door"
(economic necessity --this includes students)
\$60.00 per year HOUSEHOLD (multiple members living at same physical address)

Make all checks payable to NAMI MONTGOMERY.



The Montgomery Symphony Association respectfully requests funding support for the Montgomery Music Project (MMP) in the amount of \$20,000.

We would like to thank the Commission for previous support of MMP, most notably allocations of \$20,000 in FY2017 and FY2018, in addition to various allocations from individual commissioners. While we believe that no request was made for this funding in FY2019, we humbly ask that you reinstate it for FY2020.

The Montgomery Music Project first began in 2011 as a master's thesis project (Yale) for one of our former cello fellows. MMP was initially established as a separate entity for whom the MSO served as fiscal agent. As it was later determined that this arrangement was no longer viable, the symphony association voted to absorb MMP and make it an official program of the MSO.

- MMP provides instruction on string instruments to students in K3- 8th grade at beginning, intermediate, and advanced levels.
- Students participating in the full program are assigned to a class that meets twice per week after school at one of two locations, Cleveland Ave YMCA or St. James UMC, and on Saturday mornings at Trinity Presbyterian. The cost of this program is \$70 per week.
- Students who have experience on their instrument and who take private lessons have the option of participating on Saturday mornings only for \$30 per week.
- MSO provides all instruments and instructional materials (books, music, stands, etc) at no additional cost.
- MSO also provides tuition assistance (reduced tuition) for those families in need as requested.
- The following data was collected from the 2018-19 registration forms. We have made significant improvement in data collection for the upcoming year.
 - 83 participants
 - Median income: \$27,000
 - 36% of respondents report gross *household* income under \$30,000
 - Overall, tuition collected from participants accounts for less than 25% of total MMP expenses
- Funding from the County Commission would assist with the remaining costs of the program along with private contributions and grants.

The Montgomery Symphony Orchestra, which is about to begin its 43rd season, is a community orchestra whose membership is primarily composed of volunteer musicians coming from many different professions and walks of life. Our robust Board of Directors includes many of Montgomery's most affluent citizens, and they are also some of our most loyal and generous supporters. In addition to MMP, symphony activities include:

- 5 subscription concerts each year- 4 classical concerts at the Davis Theatre and the Joyce Caddell Holiday Pops concert at the MPAC
- 2 *free* outdoor pops concerts each year- *Broadway Under the Stars* and the Jubilee Pops Concert
- We have two Fellowships, one violinist and one cellist, who are young professional musicians advancing their careers through experience performing with the MSO, giving 3 full recitals per year, and taking substantial time to practice in preparation for the next step in their careers
- The Blount-Slawson Young Artists Competition is a national competition of young musicians (high school or younger), the winner of which receives a significant cash prize to be applied to their education, a solo performance with the MSO on our April concert, and an appearance on NPR's *From the Top*.
- The Vann Vocal Institute is a program of the MSO that brings world-renowned opera singers to Montgomery for a celebrity recital (free and open to the public). Following the concert, college voice students from around Alabama and the Southeast participate in coachings and masterclasses with the artists, and several are selected to participate in a competition for cash prizes.
- Each year in March, the MSO gives *free* concerts for 6th grade students from River Region schools; transportation (buses) to the Davis Theatre is the only cost to the schools.
- Additional educational and development opportunities include the StringFellows Summer Music Camp for middle schoolers, scholarships for both youth and MSO members, and our instrument loan fund.

Tammy Nix

From: Bryan Reeves <bryan@montgomerysymphony.org>
Sent: Thursday, August 8, 2019 1:07 PM
To: Donald Mims; Tammy Nix
Subject: symphony request
Attachments: MMP request county commission 8.19.19.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Donnie (and Tammy),

I've attached a .pdf with information regarding our funding request for the Montgomery Music Project. Let me know if I need to make any changes or if you need anything further.

Thanks!

Bryan Reeves

Executive Director



334-240-4004

bryan@montgomerysymphony.org

www.montgomerysymphony.org

Tammy Nix

From: Dawn Hathcock <dhathcock@montgomerychamber.com>
Sent: Friday, August 9, 2019 12:33 PM
To: Donald Mims; Tammy Nix
Subject: EJI dinner

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Mims,

The Equal Justice Initiative's Memorial for Peace and Justice and the Legacy Museum have welcomed over 550,000 guests in their first 16 months of operations. These award-winning attractions have brought millions of dollars to Montgomery in revenue, tax receipts and earned media. From Oprah Winfrey, NBC Nightly News with Lester Holt, the Today Show, CBS this Morning, Good Morning America to an HBO Documentary about Bryan Stevenson's life and the mission of the EJI, Montgomery has reaped the benefits of these venues and this organization. In December 2019, a movie (which was partially filmed in Montgomery) based on Bryan's best-selling novel, *Just Mercy* will premier starring Michael B. Jordan, Jamie Fox and Brie Larson.

2019 marks EJI's 30th Anniversary in Montgomery. They will be hosting their annual fundraising dinner in New York on September 19th. Last year the City, County and the Chamber of Commerce purchased a table and attended this event as a show of support. We are extending the invitation to the County Commission for 3 seats at the dinner for \$4500. The City will have 4 seats and the Chamber will have 3 seats. Please let me know asap if the County will be participating and who will be going to represent the County Commission. Individuals will be responsible for their own travel expenses including hotel and air.

Respectfully,
Dawn Hathcock



Dawn Hathcock, TMP
Vice President
Montgomery Area Chamber of Commerce
President
Destination MGM & Image Development
41 Commerce Street
Montgomery, Alabama 36104
www.visitingmontgomery.com
Office: 334-261-1109
Fax: 334-261-1111
Toll Free: 800-240-9452

Tammy Nix

From: Dawn Hathcock <dhathcock@montgomerychamber.com>
Sent: Friday, August 9, 2019 11:34 AM
To: Donald Mims; Tammy Nix
Cc: Jordan, Miford; Todd Strange; ronald.sams@montgomeryal.gov
Subject: World Fire Fighter Combat Challenge

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To: Montgomery County Commission

I am writing of behalf of Chief Miford Jordan with Montgomery Fire and Rescue regarding Montgomery's hosting the Scott Fire Fighter World Combat Challenge October 21-16, 2019. This event host over 600 fire fighters from all over the world and 120 Montgomery Fire Rescue participants. The event will be live streamed and aired on an ESPN network. We anticipate this event will generate over 4,000 room nights and represents a \$1.5 million economic impact to the city, county and state.

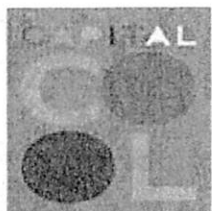
Not only are the Montgomery Fire Rescue Blue Team the current World Champions, but they are the only department to win the World Combat Challenge 4 times. The expenses to host this event, while it yields great economic impact, cost approximately \$150,000 and represent about 3,000 man-hours to produce. In the past, the City, County and Chamber of Commerce have contributed to these expenses.

We are respectfully requesting \$30,000 from the County, which represents 20% of the total expenses. The City and the Chamber are paying the other 80%.

As a sponsor the Montgomery County will receive signage at the events, recognition on all broadcast, an opportunity for a county representative to welcome guest and participants at the events through out the week and county commercials to air during the broadcast.

Thank you for your consideration and partnership.

Sincerely,
Dawn Hathcock



Montgomery

Dawn Hathcock, TMP
Vice President
Montgomery Area Chamber of Commerce
Destination MGM & Image Development
41 Commerce Street



NATIONAL GUARD BUREAU
3501 FETCHET AVENUE
JOINT BASE ANDREWS MD 20762-5157

JUL 30 2019

MEMORANDUM FOR INTERESTED INDIVIDUALS, ORGANIZATIONS, PUBLIC GROUPS, GOVERNMENT AGENCIES, AND PUBLIC LIBRARIES

FROM: NGB/A4AM
Shepperd Hall
3501 Fetchet Avenue
Joint Base Andrews MD 20762-5157

SUBJECT: Draft United States Air Force F-35A Operational Beddown Air National Guard Environmental Impact Statement

Pursuant to the National Environmental Policy Act (NEPA) of 1969, as amended (42 United States Code [USC] 4321, *et seq.*), the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA (40 Code of Federal Regulations [CFR] Parts 1500-1508), and Air Force policy and procedures Air Force Instruction (AFI) 32-7061 (as promulgated at 32 CFR Part 989), the National Guard Bureau (NGB) has made available for public review and comment a *Draft United States Air Force F-35A Operational Beddown Air National Guard Environmental Impact Statement*.

The Secretary of the Air Force (SECAF) proposes to beddown F-35A aircraft for the fifth and sixth operations at two of five alternative locations. The F-35A would replace the Air National Guard's F-15, F-16, and A-10 fighter attack aircraft at the selected locations with 18 assigned aircraft and 2 backup aircraft at each of the two selected installations. The five alternative ANG locations for this beddown are:

- 115th Fighter Wing (115 FW) at Dane County Regional Airport, Madison, Wisconsin
- 124th Fighter Wing (124 FW) at Boise Air Terminal (Boise Airport), Boise, Idaho
- 125th Fighter Wing (125 FW) at Jacksonville International Airport (IAP), Jacksonville, Florida
- 127th Wing (127 WG) at Selfridge Air National Guard Base (ANGB), Michigan
- 187th Fighter Wing (187 FW) at Montgomery Regional Airport, Montgomery, Alabama

The SECAF has announced that the two preferred alternatives are Dane County Regional Airport and Montgomery Regional Airport, pending results of the EIS.

The proposed action also includes construction and/or modification of facilities on the installations that support the beddown. In addition, there would be an Air Force Active Duty Associate Unit based with the selected alternative installations, which would include approximately 50 Active Duty personnel who would conduct 3-year rotations with the ANG unit. F-35A aircraft would conduct training operations within established airspace of each proposed

location. This undertaking does not propose new airspace, nor does it seek to reconfigure any of the existing airspace parcels. Those will remain unchanged.

The Draft EIS analyzes potential environmental consequences that could result from the proposed beddown of F-35A aircraft at alternative ANG installations.

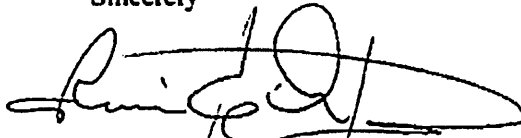
The NGB also invites you to participate in the public meetings at one of the times and locations listed below. The addresses for the public meetings are:

August 27, 2019 5-8 p.m. Double Tree Hotel, Jacksonville Airport Aviation Ballroom, 2101 Dixie Clipper Drive Jacksonville, FL	August 29, 2019 5-8 p.m. Montgomery Regional Airport First Floor Rotunda and Conference Room 4445 Selma Highway Montgomery, AL
September 5, 2019 5-8 p.m. Boise State University Stueckle Sky Center Double R Ranch Club 1910 University Drive MSC 1335 Boise, ID	September 10, 2019 5-8 p.m. L'Anse Creuse Public Schools Wheeler Community Center 24076 Frederick V. Pankow Boulevard Clinton Township, MI
September 12, 2019 5-8 p.m. Exhibition Hall at the Alliant Energy Center 1919 Alliant Energy Center Way Madison, WI	

The Draft EIS is included as an attachment to this letter. We invite you to review the Draft EIS and provide comments no later than September 27, 2019. Please forward your written comments to the F-35A EIS Project Manager, NGB/A4AM, Shepperd Hall, 3501 Fetchet Avenue, Joint Base Andrews MD 20762-5157, or usaf.jbanafw.ngb-a4.mbx.a4a-nepa-comments@mail.mil. You may also submit comments via the project website at www.ANGF35EIS.com. Also attached to this letter is a Fact Sheet, which explains more about the project.

Thank you for your consideration and assistance.

Sincerely

A handwritten signature in black ink, appearing to read 'Ramón E. Ortiz', with a large, stylized flourish at the end.

RAMÓN E. ORTIZ, P.E., GS-14, DAF
Program Manager
F-35A Operational Beddown

Attachments:
Draft Environmental Impact Statement
Fact Sheet



United States Air Force F-35A Operational Beddown - Air National Guard Environmental Impact Statement

Fact Sheet #3 – Announcing Draft EIS and Public Meeting

Fact Sheets

► Previous Fact Sheets:

- Fact Sheet #1 – Included a review of the proposed action, public meetings schedule, and link to the project website
- Fact Sheet #2 – Public Meeting Summary

► Future Fact Sheets:

- Fact Sheet #4 – Draft Environmental Impact Statement (EIS) Public Meeting Summary
- Fact Sheet #5 – Announcing the Final EIS
- Fact Sheet #6 – Announcing the Record of Decision

► What's inside this Fact Sheet:

- Update of EIS timeline
- Review of EIS timeline
- Review of Draft EIS and public comment period
- Date and location of upcoming public meetings and how to submit comments
- Next steps following the public comment period

Proposed Action

The National Guard Bureau (NGB) proposes to beddown two F-35A squadrons consisting of 18 aircraft and 2 backup aircraft each, thereby establishing an F-35A operational squadron at two of five alternative Air National Guard (ANG) locations. In addition, the NGB would implement necessary construction projects to successfully beddown the aircraft at the selected installations. The five alternative locations are:



115 FW at Dane County Regional Airport, Madison, Wisconsin;



124 FW at Boise Airport, Boise, Idaho;



125 FW at Jacksonville International Airport, Jacksonville, Florida;



127 WG at Selfridge Air National Guard Base, Michigan;



187 FW at Montgomery Regional Airport, Montgomery, Alabama.

The EIS Timeline



Opportunities for Public Involvement

Review of Draft EIS and Public Comment Period

Background

The National Environmental Policy Act (NEPA) requires all federal agencies to analyze potential environmental consequences of any proposal before making a decision as to its implementation. The analysis is presented in the Draft EIS, which encourages public and external government agency involvement.

The Draft EIS

Taking into consideration the public and agency comments received during the public scoping period, which occurred from February 7 through April 6, 2018, the NGB has prepared the Draft EIS. The Draft EIS is a comprehensive document that contains the following:

- In-depth description of the Proposed Action
- Technical descriptions of the Existing Conditions
- Quantitative and qualitative analyses
- Projected environmental impact from implementing any of the alternatives

Public involvement is a fundamental element to the successful implementation of the NEPA process. The public has an important role in providing input during this process to help the United States Air Force (Air Force) make more informed decisions to implement this aircraft beddown. The NGB is at the second phase of public involvement in the EIS process. This phase consists of a Draft EIS review period. The formal public review period for the Draft EIS begins with publication of a Notice of Availability in the Federal Register on August 9, 2019 and will extend through September 27, 2019.

Public and Agency Review of the Draft EIS

The Draft EIS has been distributed to persons and agencies requesting a copy and hardcopies of the document have been placed at the libraries listed on the back page. A public comment period will take place from August 9, 2019 to September 27, 2019, during which time the public is invited to review the Draft EIS and provide their comments on the analysis in writing or at the public meetings. All relevant comments received during the comment period will be reviewed, and incorporated as appropriate, into the Final EIS for Air Force consideration during its decision-making process.

17-4

Comments are Welcome!

The Draft EIS is available on CD or can be downloaded from the website. Written comments or requests for a copy of the Draft EIS can be submitted:

a) By U.S. Mail to:

F-35A EIS Project Manager
NGB/A4AM
Shepherd Hall
3501 Fetchet Avenue
Joint Base Andrews MD 20762-5157

b) Via the project website at www.ANGF35EIS.com

c) via email at usaf.jbanafw.ngb-a4.mbx.a4a-nepa-comments@mail.mil

Please note that by including your name and address on correspondence, it will be used to compile a mailing list for distributing future information regarding the EIS. Names will appear in the EIS. Phone numbers, emails, and physical addresses will not be published. By including your name and address, it will become part of the EIS administrative record.

Repositories where the Draft EIS will be available:

Lakeview Library
2845 N. Sherman Ave.
Madison, WI 53704

Hawthorne Library
2707 E. Washington Ave.
Madison, WI 53704

Pinney Library
211 Cottage Grove Rd.
Madison, WI 53716

Hillcrest Library
5246 W. Overland Rd.
Boise, ID 83705

Ada Community Library
10664 W. Victory Rd.
Boise, ID 83709

Boise Public Library
715 S. Capitol Blvd.
Boise, ID 83702

Highlands Regional Library
1826 Dunn Ave.
Jacksonville, FL 32218

Brentwood Library
3725 N. Pearl St.
Jacksonville, FL 32206

Brown Eastside Library
1390 Harrison St.
Jacksonville, FL 32206

Harrison Township Public Library
38255 L'Anse Creuse St., Suite A
Harrison Township, MI 48045

Clinton-Macomb Public Library
40900 Romeo Plank
Clinton Township, MI 48038

Mount Clemens Public Library
150 Cass Ave.
Mt. Clemens, MI 48043

Rufus A. Lewis Branch Library
3095 Mobile Highway
Montgomery, AL 36108

Bertha P Williams Library
1276 Rosa L Parks Ave.
Montgomery, AL 36108

Pintlala Branch Library
255 Federal Rd.
Hope Hull, AL 36043

F-35A EIS Project Manager
NGB/A4AM Shepherd Hall
3501 Fetchet Avenue
Joint Base Andrews MD 20762-5157



You're invited to attend a public meeting to learn more about the proposal, talk with agency representatives one-on-one, and submit verbal or written comments on the Draft EIS. All members of the public and press are invited to attend the public meetings, which will be held at the following times and locations:

125 FW Installation - August 27, 2019
Open House - 5 to 6:30 p.m.
Formal Presentation - 6:30 to 8 p.m.
DoubleTree Hotel, Jacksonville Airport, Aviation Ballroom
2101 Dixie Clipper Dr., Jacksonville, FL 32218

187 FW Installation - August 29, 2019
Open House - 5 to 6:30 p.m.
Formal Presentation - 6:30 to 8 p.m.
Montgomery Regional Airport
First Floor Rotunda and Conference Room
4445 Selma Highway,
Montgomery, AL 36108

124 FW Installation - September 5, 2019
Open House - 5 to 6:30 p.m.
Formal Presentation - 6:30 to 8 p.m.
Boise State University Stueckle Sky Center
Double R Ranch Club
1910 University Drive MSC 1335, Boise, ID 83725

Note: A map of the free parking area is available on the project website.

127 WG Installation - September 10, 2019
Open House - 5 to 6:30 p.m.
Formal Presentation - 6:30 to 8 p.m.
L'Anse Creuse Public Schools
Wheeler Community Center
24076 Frederick V. Pankow Blvd.,
Clinton Township, MI 48036

115 FW Installation - September 12, 2019
Open House - 5 to 6:30 p.m.
Formal Presentation - 6:30 to 8 p.m.
Exhibition Hall at the Alliant Energy Center
1919 Alliant Energy Center Way, Madison,
WI 53713

The Next Step Following the Public Comment Period in the NEPA Process: Preparation of the Final EIS

Public comments received from now until September 27, 2019 will be considered by the Air Force before determining final decisions. The resulting analysis will then be presented in the Final EIS. The Final EIS will be made available to the public for 30 days. After the 30-day period, the Record of Decision will then be issued, which will identify which action has been selected by the Air Force decision-maker and what management actions or other measures will be carried out to minimize, where possible, potential adverse impacts to the environment.

17-5

Draft

UNITED STATES AIR FORCE F-35A OPERATIONAL BEDDOWN AIR NATIONAL GUARD ENVIRONMENTAL IMPACT STATEMENT



Executive Summary

August 2019

17-6

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

August 15, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Joint Public Charity Hospital Board Reappointments

On October 5, 2019, the terms of Mr. Tommie Ellis and Mr. Henry A. Frazer will expire as board members of the Joint Public Charity Hospital Board.

Attached is a memorandum from Dr. A.Z. Holloway, Chairman of the board, which states
"Henry Frazer agreed to reappointment for the next term. Tommie Ellis position on the board requires a new appointment. The board is looking for someone to serve from the southwestern region of the county. Recommendations are encouraged and welcomed."

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

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

JOINT PUBLIC CHARITY HOSPITAL BOARD

3060 Mobile Highway
Montgomery, Alabama 36108
334-293-6501



MTGY CO. COMMISSIONER
JUL 29 '19 AM 9:07

A.Z. Holloway, M.D.
Chairman

Richard Burleson
Vice-Chairman

Mary Weldler
Secretary

Henry Frazer, Pharm.D.
Treasurer

Tommie Ellis
Board Member

James Armstrong
Board Member

MEMORANDUM

TO: Donald L. Mims, CPA MPA
Administrator
Montgomery County Commissioner

FROM: A.Z. Holloway, MD, Chairman
Joint Public Charity Hospital Board

DATE: July 24, 2019

RE: Board Member Reappointment

At the July 24, 2019 Joint Public Charity Hospital Board (JPCHB) meeting renewal for Henry Frazer, Pharm.D and Tommie Ellis was discussed.

Henry Frazer agreed to reappointment for the next term. Tommie Ellis position on the board requires a new appointment. The board is looking for someone to serve from the southwestern region of the county. Recommendations are encouraged and welcomed.

If any questions arise please feel free to contact Kimberly Robinson at 334-293-6501.

AH/kr

18-2

Joint Public Charity Hospital Board

Members:

Term Expires:

* Tommie Ellis
643 Sullivans Trace
Montgomery, AL. 36105
Phone: 322-0292

10/5/2019

* Henry A. Frazer
500 Cherry Hill Place
Montgomery, AL 36117
Cell: 296-1441
Work: 265-2700
Home: 271-1678

10/5/2019

Dr. Albert Holloway, Chairman
687 Timberlane Road
Pike Road, AL 36
Phone: 288-0009

10/5/2020

Robert H. Steindorff
2717 Marler Road
Pike Road, Alabama 36064
Cell: 334-799-8118

10/5/2020

Mary B. Weidler
1722 Hill Hedge Drive
Montgomery, AL 36106

10/5/2021

Dr. James Armstrong
2107 Allendale Road
Montgomery AL 36111
334-224-0468

10/5/2021

Richard Burleson (293-6400)
Administrator
Montgomery County Health Department
3060 Mobile Hwy
Montgomery, AL 36108

Permanent

Term: 3 years

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

August 15, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery City/County Personnel Board

Attached is a letter from County Appointee James E. Williams resigning from the Montgomery City/County Personnel Board Member. His term will expire October 1, 2022.

We will be discussing this appointment at Monday's meeting.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

19-1

LAW OFFICES
MELTON, ESPY & WILLIAMS, P.C.

255 DEXTER AVENUE
MONTGOMERY, AL 36104

MTGY CO. COMMISSION
JUL 31 '19 AM 10:03

OAKLEY W. MELTON, JR.
(1927-2013)

JOSEPH C. ESPY, III
JAMES E. WILLIAMS
J. FLYNN MOZINGO
C. MARK BAIN
BENJAMIN J. ESPY*
WILLIAM M. ESPY

July 24, 2019

MAILING ADDRESS:
P.O. DRAWER 5130
MONTGOMERY, AL 36103-5130
TELEPHONE (334) 263-8621
FAX (334) 269-8515

* ALSO ADMITTED IN MISSISSIPPI

Chairman Elton Dean
Montgomery County Commission
27 Madison Avenue
Montgomery, AL 36104

RE: Montgomery City/County Personnel Board

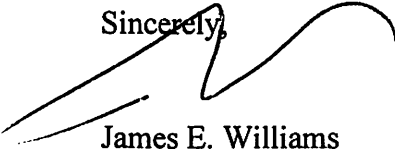
Dear Chairman Dean:

I am writing to inform you that I hereby tender my resignation as member of the Montgomery City/County Personnel Board effective immediately.

I enjoyed working with Carmen, Johnny, Benita, and the entire staff and regret that my law practice requires this resignation. If you have any questions, please do not hesitate to contact me.

With kindest personal regards, I am

Sincerely,


James E. Williams

cc: Ms. Carmen Douglas (cdouglas@montgomeryal.gov)
Mr. Johnny Baker (jbrealty@charter.net)
Ms. Benita Froemming (bfroemming@fwtravel.net)

JUL 30 '19 AM 9:44

Personnel Board, City-County

Members:

Term Expires:

* James E. Williams P.O. Drawer 5130 Montgomery, AL 36103 Home: 834-4746 Work: 263-6621	(County)	10/1/2022
Johnny Baker, (Chairman) 2277 Semmes Drive Montgomery, AL 36106 Home: 272-9405 Work: 262-7773	(Courts)	10/1/2023
Benita Froemming	(City)	10/1/2001

NOTE: Although Ms. Froemming's term expired 10/1/2001, she will continue to serve on the Board as the City's Representative until the city deems it appropriate to take action on this matter.

Term: 6 years



2004 Gold Star Award Recipient



Public Library Division
Alabama Library Association

Library Administration
PO Box 1950
245 High Street
Montgomery, AL 36102-1950

MTGY CO. COMMISSIO
JUL 22 '19 AM8:52

Juliette H. Morgan Memorial Library
E.L. Lowder Branch Library
Governor Square Branch Library
Coliseum Branch Library
Pine Level Branch Library

Ramer Branch Library
Rosa Parks Branch Library
Rufus A. Lewis Branch Library
Pike Road Community Branch Library
Pintlala Branch Library

July 18, 2019

Elton Dean, Chairman
Montgomery County Commission
P. O. Box 1667
Montgomery, Alabama 36102

Dear Chairman Dean:

As the Montgomery City-County Public Library Board of Trustees works to remain in compliance of all policies and regulations of the city and county governing agencies. It is noted by the attached 2018 and 2019 Attendance Reports that two (2) members, (Betsy Atkins and Joseph Tremble) are not in compliance with the attendance policy as stated in the January 21, 2000 Resolution No. 12-2000 which states "...a board member missing 50% of the scheduled meeting in a calendar year may be removed from that board by the appointing Councillor." To this end, we are requesting your assistance with this violation.

As always, we thank you kindly for addressing this issue and your interest and assistance with the success of all library sponsored activities.

Very truly yours,

Katie R. Bell, President
Library Board

Montgomery City-County Public Library
Board of Trustees' Meetings
2018 Attendance Report

Members	Term Expires	Feb	Mar	April	May	June	Aug	Oct	Dec
Betsy Atkins	6/1/2021	Excused	Excused		Excused	Present	Excused	Excused	
Katie Bell	6/1/2020	Present	Present		Present	Present	Excused	Present	
Cassandra Brown	9/21/2020						Present	Excused	
Gary Burton	6/1/2022	Present	Present		Present	Excused	Present	Excused	
Shakenya Calhoun	9/21/2021	Excused	Present		Present	Excused	Present	Excused	
Janice Franklin	6/1/2021	Absent	Present		Absent	Present	Present	Present	
Michael Fritz	6/1/2019	Excused	Present		Present	Present	Excused	Present	
Amy Knudsen	6/1/2020	Absent	Present		Absent	Absent	Absent		
Chester Mallory	9/21/2022	Present	Present		Present	Present	Present	Present	
Mary McLeMore		Present	Present		Present	Excused	Present	Present	
Theresa Steele Mitchell	6/1/2020							Present	
Patina Moss	6/21/2019	Present	Present		Present	Excused	Present	Absent	
Adam Muhlendorf	6/1/2019	Present	Excused		Present	Present	Excused	Present	
Ron Simmons	9/21/2019						Present	Present	
Joseph Trimble	6/1/2019	Absent	Present		Absent	Absent	Present	Absent	
Janet Waller	9/21/2022	Present	Excused		Present	Present	Present	Present	
Staff									
Jaunita Owes		Present	Present		Present	Present	Present	Present	
Karen Preuss		Present	Present		Present	Present	Present	Present	
Rebie Morris		Present	Present		Present	Present	Present	Excused	
Tanerica Thurman		Present	Present		Present	Present	Present	Present	
Michael Briddell		Present	Present		Present	Present	Present	Present	
*Regular meetings held bimonthly.									
Mar		Special Meeting							
		Canceled Meeting							

Members		Term Expires	Jan	Mar	May	July	Sept	Nov
Betsy Atkins	6/1/2021	Absent	Excused	Absent	Absent	Absent		
Katie Bell	6/1/2020	Present	Present	Present	Present	Present		
Cassandra Brown	9/21/2020	Present	Present	Present	Excused	Excused		
Gary Burton	6/1/2022	Present	Excused	Present-C	Present	Present		
ShaKenya Calhoun	9/21/2021	Present	Excused	Excused	Present	Present		
Janice Franklin	6/1/2021	Excused	Present	Excused	Present	Present		
Michael Fritz	6/1/2019	Present	Present	Present	Present	Present		
Phill Johnson	6/1/2022	Excused	Excused	Present	Present	Excused		
Chester Mallory	9/21/2022	Present	Present	Present	Present	Present		
Mary McLemore		Excused	Present	Present	Present	Present		
Theresa Steele Mitchell	6/1/2020	Excused	Present	Excused	Present	Present		
Patina Moss	6/1/2023	Present	Present	Present	Present	Excused		
Adam Muhlendorf	6/1/2019	Present	Present	Present	Present	Present		
Ron Simmons	9/21/2019	Present	Excused	Excused	Excused	Present		
Joseph Trimble	6/1/2023	Absent	Absent	Absent	Absent	Absent		
Janet Waller	9/21/2022	Present	Present	Present	Present	Excused		

[illegible]

**Montgomery City-County Public Library
Board of Trustees
2018 Directory**

Patina Moss
County Appointment
2856 S. Colonial Drive
Montgomery, AL 36111
Phone W #229-7529
Cell #324-0380
pmosslib@yahoo.com
Term Expires: June 1, 2023

Katie Bell, President
City Appointment
3613 Winterset Court
Montgomery, AL 36111-3361
Phone H #284-1800
Cell #318-1509
Fax #284-4002
katierb@charter.net
Term Expires: June 1, 2020

Phill Johnson, PhD
County Appointment
1572 Westbury Park CT
Montgomery, AL 36117
Cell # 315-4507
Pjohns23@aum.edu
Term Expires: June 1, 2022

ShaKenya Calhoun
City Appointment
4155 Lomac Street, Ste. G
Montgomery, AL 36106
Phone W #272-4400
shakenyac@aol.com
Term expires: September 21, 2017



Joseph D. Trimble
County Appointment
512 Martha Street
Montgomery, AL 36104
Phone H #263-4989; C# 235-8225
jsph_trimble@yahoo.com
Term Expires: June 1, 2023

Michael Fritz
City Appointment
25 South Court Street, Suite 200
Montgomery, AL 36109-2344
mfritzjd@hotmail.com
Term Expires: June 1, 2019

Gary Burton, Vice President
County Appointment
13812 U.S. Hwy 31
Hope Hull, AL 36043-5104
Phone H #288-7414
Phone W #281-9439
Cell #315-2235 Fax #281-9419
garyburton1@charter.net
Term Expires: June 1, 2022

Cassandra E. Brown
City Appointment
P.O. Box 251402
Montgomery, AL 36125
Phone H #286-0791
Cell # 324-9191
cebrown49@gmail.com
Term Expires: September 21, 2020

Theresa Steele Mitchell
County Appointment
554 East Fairview Avenue
Montgomery, AL 36106
Phone C# 334-603-5949
tsteelemitchell@gmail.com
Term Expires: June 1, 2020

Janet Waller, Secretary
City Appointment
2307 Allendale Place
Montgomery, AL 36111-1636
Phone H #264-8923
*Cell #504-250-1219
jmwaller7@gmail.com
Term Expires: September 21, 2018



Betsy Atkins
County Appointment
201 Laurel Springs Court
Pike Road, AL 36064
Phone H #260-0998
Betsy@goakd.com
Term Expires: June 1, 2021

Janice Franklin, Ph D
County Appointment
4424 Woodcrest Drive
Montgomery, AL 36108
Phone H #288-9153
Office: #229-4106
jfranklin@alasu.edu
Term Expires: June 1, 2021

Mary McLemore
President, Friends of the Library
122 Laurelwood Drive
Pike Road, AL 36064-2213
Phone H #277-0039 Cell #652-8285
marymclemore@fastmail.com

VACANT
President, Library Foundation

Jaunita Owes, Library Director
City-County Public Library
P.O. Box 1950
245 High Street
Montgomery, AL 36102-1950
Phone #240-4300
Fax #240-4977
jowes@mccpl.lib.al.us

Adam Muhlendorf
City Appointment
3361 Boxwood Drive
Montgomery, AL 36111
Office #334-625-0175
Cell #202-641-6216
adam@longleafstrategies.com
Term expires: June 1, 2019

Chester Mallory, Treasurer
City Appointment
P.O. Box 6056
Montgomery, AL 36106-0056
Phone W #262-7773
Cell #303-4802
cmallory@mindspring.com
Term expires: September 21, 2018

Ron Simmons
City Appointment
1219 Parama Court
Montgomery, AL 36109
Phone W # 230-8356
Cell # 303-0847
rsimmons@montgomerychamber.com
Term expires: September 21, 2019

Karen L. Preuss, Asst. Director
City-County Public Library
P.O. Box 1950
245 High Street
Montgomery, AL 36102-1950
Phone #240-4300
Fax #240-4977
kpreuss@mccpl.lib.al.us

Library Home Page <http://www.mccpl.lib.al.us>

4 year terms

20-5

MONTGOMERY
AREA CHAMBER OF COMMERCE

August 13, 2019

Members of the Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

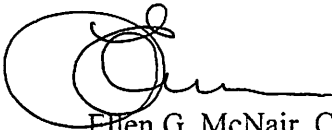
Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting an executive session to be held before the Montgomery County Commission on Monday August 21, 2019. Please be advised that we have reviewed the commerce or trade matter which the Montgomery County Commission proposes to discuss in executive session. It is my opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

Pursuant to Section 7(a)(7) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,



Ellen G. McNair, CEcD
Senior Vice President
Corporate Development



BUILDING BUSINESS BUILDING THE *Next* REGION

21-1

August 2019

Montgomery County

Budget Calendar FY 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 Commission Meeting On the Road	6	7	8	9	10
11	12 Budget Review if needed	13	14	15	16	17
18	19 Commission Meeting Finalize 2020 Proposed Budget	20 ACCA Annual Convention	21 ACCA Annual Convention	22 ACCA Annual Convention	23	24
25	26	27	28	29	30	31

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September 2019

Montgomery County

Budget Calendar FY 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 LABOR DAY HOLIDAY	3 Commission Meeting Present Proposed 2020 Budget	4	5	6	7
8	9	10	11	12	13	14
15	16 Commission Meeting Adopt 2020 Budget	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

UPCOMING BIDS/CONTRACT RENEWALS

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Expiration Date</u>
<u>AUGUST</u>						
	51901-16B-028	Pest Control Services	County Commission	Safe Guard Pest Control Services		Aug 31, 2019
	51988-17B-010	Vending Machine Services	County Commission	Buffalo Rock Company	Aug 14, 2019	Aug 14, 2020
	51910-17B-017	Delivery of Election Equipment	Election Center	Pro Movers and Storage		Aug 6, 2020
<u>SEPT</u>						
	51901-17B-027	Preventive Maintenance	Support Service	Climate Services	Sept 30, 2019	Sept 30, 2020
	52110-16B-033	Oil Service & Tire Rotation	Sheriff's Office	Stivers Ford		Sept 30, 2019
	51100-15B-027	Cafeteria Lease	County Commission	ASE Cakes and Catering, LLC		Sept 7, 2021
	53300-16B-030	Concrete Pipe	Engineering	Forterra Pipe & Precast		Sept 30, 2019
	State of Alabama Contract T190	Copy Machine Rental	Support Services	Sharp Electronics		Sept 30, 2019

UPCOMING BIDS/CONTRACT RENEWALS

	52601-17P-024	Manage and Operate Community Based Adolescent Alternative	Youth Facility	The Bridge, Inc.	Sept 30, 2019	Sept 30, 2020
	51901-18B-024	Landscape Maintenance Services	Recreations	Harrison and Associates Service, LLC	Aug 31, 2019	Aug 31, 2021
<u>OCT</u>						
	52110-16B-038	Footwear	Sheriff's Office	Gulf States Distributors		Oct 16, 2019
	53000-16B-039	Metal Pipe	Engineering	Gulf Atlantic Culvert Co.		Oct 16, 2019
<u>NOV</u>						
	State of Alabama Contract T190	Leasing of Mail Machine	Support Services	Pitney Bowes		Nov 23, 2018
	51901-16B-035	Uniform Rental	Support Service	Cintas Corporation		Nov 30, 2019
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli		Nov 20, 2019
	51988-17B-003	Catering of Food Trays	County Commission	Chappy's Deli		Nov 20, 2019
	51965-17B-016	Internet Services	Information System	Information Transport Solutions		Nov 1, 2020
	51100-16B-004	Security Guard Service	County Commission	MSF, Inc.		Nov 30, 2018

UPCOMING BIDS/CONTRACT RENEWALS

<u>DEC</u>								
	52200-19B-003	Inmate Uniforms	Detention Facility	Uniforms Manufacturing, Inc.	Dec 20, 2019	Dec 20, 2021		
	51100-17B-004	Armored Car Services	Tax & Audit Probate	MAC Courier Services, LLC		Dec 31, 2019		
	51100-18B-026	Clean Saturday Trash Pickup	County Commission	Liberty Disposal, Inc.	Dec 31, 2019	Dec 31, 2021		
	51901-19B-007	Janitorial Services	Support Service	Fall Facility Services	Dec 31, 2019	Dec 31, 2021		

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

Month Deposited	FY 2018 Collections	FY 2019 Collections	Increase (Decrease)	
			Amount	%
OCTOBER	39,141	33,453	(5,688)	-14.53%
NOVEMBER	36,171	45,157	8,986	24.84%
DECEMBER	36,427	35,397	(1,030)	-2.83%
JANUARY	31,941	33,831	1,890	5.92%
FEBRUARY	44,550	38,016	(6,534)	-14.67%
MARCH	39,285	38,808	(477)	-1.21%
APRIL	39,456	44,199	4,743	12.02%
MAY	41,031	38,637	(2,394)	-5.83%
JUNE	52,193	47,554	(4,639)	-8.89%
JULY	38,907	45,548	6,641	17.07%
AUGUST	38,160	45,246	7,086	18.57%
SEPTEMBER	44,546			0.00%
TOTAL	437,262	445,846	8,584	1.96%

YTD Totals 2018

\$481,808

\$445,846

YTD Totals 2017

\$483,641

YTD Totals 2016

\$474,632

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - NO AUDITS OR REFUNDS INCLUDED
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

FY 2018		FY 2019			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax	Total Collections	Amount	%
OCTOBER	3,617,078	3,567,962	85,805	3,653,768	36,689	1.01%
NOVEMBER	3,514,481	3,636,595	81,395	3,717,990	203,509	5.79%
DECEMBER	3,614,897	3,680,169	110,668	3,790,837	175,940	4.87%
JANUARY	4,352,746	4,234,389	162,401	4,396,790	44,043	1.01%
FEBRUARY	3,368,368	3,349,245	185,164	3,534,409	166,041	4.93%
MARCH	3,486,733	3,473,066	166,124	3,639,190	152,457	4.37%
APRIL	4,052,651	4,035,281	156,857	4,192,138	139,488	3.44%
MAY	3,691,004	3,851,667	179,090	4,030,758	339,754	9.20%
JUNE	3,747,031	3,849,031	181,879	4,030,910	283,879	7.58%
JULY	3,881,025	3,824,437	191,319	4,015,757	134,732	3.47%
AUGUST	3,648,050					
SEPTEMBER	3,744,702					
Year to Date	\$37,326,013	\$37,501,844	\$1,500,702	\$39,002,546	\$1,676,532	4.49%

Total YTD 2018 \$44,718,766
Total YTD 2017 \$43,672,831
Total YTD 2016 \$42,941,719

\$37,326,013
\$36,571,556
\$35,959,772

25-1

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - ACTUAL COLLECTIONS
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

FY 2018		FY 2019		Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax SSUT	Total Collections	Amount %
OCTOBER	3,637,555	3,640,617	85,805	3,726,423	88,868 2.44%
NOVEMBER	3,589,959	3,778,868	81,395	3,860,264	270,305 7.53%
DECEMBER	3,679,876	3,804,439	110,668	3,915,107	235,231 6.39%
JANUARY	4,381,344	4,247,959	162,401	4,410,360	29,015 0.66%
FEBRUARY	3,390,222	3,462,979	185,164	3,648,143	257,920 7.61%
MARCH	3,533,778	3,620,590	166,124	3,786,714	252,935 7.16%
APRIL	4,082,814	4,135,971	156,857	4,292,828	210,014 5.14%
MAY	3,762,749	3,905,617	179,090	4,084,707	321,958 8.56%
JUNE	3,778,041	3,904,271	181,879	4,086,150	308,109 8.16%
JULY	3,996,094	3,908,043	191,319	4,099,362	103,267 2.58%
AUGUST	3,739,413				
SEPTEMBER	3,785,305				
Year to Date	\$37,832,433	\$38,409,354	\$1,500,702	\$39,910,056	\$2,077,623 5.49%

Total YTD 2018 \$45,357,151
Total YTD 2017 \$44,320,643
Total YTD 2016 \$43,552,955

\$37,832,433
\$37,214,345
\$36,454,226

25.2

MONTGOMERY COUNTY COMMISSION EDUCATION TAX COMPARISON
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

EDUCATION SALES TAX

	FY 2018	FY 2019	Increase (Decrease)	
Month Deposited	1.0% Collections	1.0% Collections	Amount	%
OCTOBER	2,384,646	2,399,152	14,506	0.61%
NOVEMBER	2,306,695	2,522,828	216,133	9.37%
DECEMBER	2,400,495	2,506,141	105,646	4.40%
JANUARY	2,838,370	2,804,945	(33,425)	-1.18%
FEBRUARY	2,158,600	2,286,383	127,782	5.92%
MARCH	2,270,301	2,380,998	110,697	4.88%
APRIL	2,637,722	2,761,600	123,878	4.70%
MAY	2,429,456	2,571,305	141,849	5.84%
JUNE	2,437,243	2,596,322	159,078	6.53%
JULY	2,588,641	2,579,312	(9,329)	-0.36%
AUGUST	2,445,755			
SEPTEMBER	2,454,153			
Year to Date	\$24,452,168	\$25,408,984	\$956,816	3.91%

Total YTD 2018 \$29,352,076 \$24,452,168
Total YTD 2017 \$28,832,488 \$24,248,373
Total YTD 2016 \$28,751,678 \$24,082,496

GASOLINE TAX

	FY 2018	FY 2019	Increase (Decrease)	
	Collections	Collections	Amount	%
	139,037	137,322	(1,715)	-1.23%
	142,218	147,778	5,560	3.91%
	139,435	154,644	15,209	10.91%
	121,148	135,921	14,773	12.19%
	123,734	123,557	(177)	-0.14%
	119,190	123,533	4,343	3.64%
	138,955	142,610	3,655	2.63%
	140,157	138,854	(1,302)	-0.93%
	142,692	144,004	1,311	0.92%
	142,740	142,367	(373)	-0.26%
	140,788			
	145,352			
	\$1,349,305	\$1,390,590	\$41,285	3.06%

\$1,635,445 \$1,349,305
\$1,630,613 \$1,325,880
\$1,622,822 \$1,338,053

25-3

MONTGOMERY COUNTY COMMISSION LODGING TAX COMPARISON
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

	FY 2018		FY 2019		Increase (Decrease)	
MONTH DEPOSITED	Collections		Collections		Amount	%
OCTOBER	231,009		237,680		6,672	2.89%
NOVEMBER	217,201		246,615		29,414	13.54%
DECEMBER	206,461		220,259		13,798	6.68%
JANUARY	187,943		189,119		1,176	0.63%
FEBRUARY	194,862		231,069		36,207	18.58%
MARCH	213,377		213,949		572	0.27%
APRIL	274,212		279,744		5,532	2.02%
MAY	244,681		263,086		18,406	7.52%
JUNE	260,783		262,920		2,137	0.82%
JULY	268,768		252,823		(15,945)	-5.93%
AUGUST	256,774					
SEPTEMBER	239,950					
Year to Date	\$2,299,296		\$2,397,264		\$97,968	4.26%

Total YTD 2018	\$2,796,021	\$2,299,296
Total YTD 2017	\$2,634,537	\$2,174,199
Total YTD 2016	\$2,710,090	\$2,252,123

25-4

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

Statistical Report for July 2019

US Marshal Inmates Received	30
FBOP Inmates Received	29
US Marshal Inmate Carryovers from Previous Month	76
FBOP Inmate Carryovers from Previous Month	12
Total US Marshal Inmate Days	2083
Total FBOP Inmate Days	336
Total Federal Inmate Days	2419

State Inmates Received	377
State Inmate Carryovers from Previous Month	527
Total State Inmates in Facility this Month	904
Total State Carryovers to Next Month	531
Total State Inmate Days	16,465

Total Inmates (State and Federal Combined)	1051
Total Inmate Days (State and Federal Combined)	18,884
* Average Daily Population	<u>629</u>

Total Days Billed to the State	16,465
Amount Charged to the State	\$ 28,813.75
Sheriff's Allowance	#N/A
Total Charged to the State	#N/A

Total Spent for Food this Month	\$60,436.63
Amount Over Allowance	#N/A
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$3.67

THE STATE OF ALABAMA,

Vendor Nu

63600165305

Payable to

MCC & Derrick Cunningham

County Sheriff's Office.

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

July,2019

Month

Year

Date	Total # In Jail	Insane	Juvenile	Federal	Other	# In Jail State	Per Capita	Sheriff's Allowance
1	524					524	\$ 917.00	\$11.25
2	521					521	\$ 911.75	\$11.25
3	518					518	\$ 906.50	\$11.25
4	518					518	\$ 906.50	\$11.25
5	528					528	\$ 924.00	\$11.25
6	537					537	\$ 939.75	\$11.25
7	539					539	\$ 943.25	\$11.25
8	539					539	\$ 943.25	\$11.25
9	543					543	\$ 950.25	\$11.25
10	546					546	\$ 955.50	\$11.25
11	531					531	\$ 929.25	\$11.25
12	531					531	\$ 929.25	\$11.25
13	529					529	\$ 925.75	\$11.25
14	527					527	\$ 922.25	\$11.25
15	528					528	\$ 924.00	\$11.25
16	547					547	\$ 957.25	\$11.25
17	546					546	\$ 955.50	\$11.25
18	540					540	\$ 945.00	\$11.25
19	543					543	\$ 950.25	\$11.25
20	537					537	\$ 939.75	\$11.25
21	533					533	\$ 932.75	\$11.25
22	538					538	\$ 941.50	\$11.25
23	535					535	\$ 936.25	\$11.25
24	530					530	\$ 927.50	\$11.25
25	527					527	\$ 922.25	\$11.25
26	512					512	\$ 896.00	\$11.25
27	521					521	\$ 911.75	\$11.25
28	522					522	\$ 913.50	\$11.25
29	518					518	\$ 906.50	\$11.25
30	526					526	\$ 920.50	\$11.25
31	531					531	\$ 929.25	\$11.25
Total	16465	0	0	0	0	16465	\$ 28,813.75	\$ 348.75

the State

(0900-14)

\$

28,813.75

Sheriff's Allov (0900-31)

\$

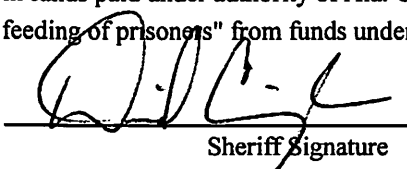
348.75

Total Amount

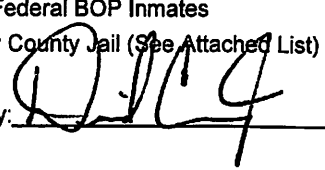
\$

29,162.50

Under penalty of perjury, I Derrick Cunningham, Sheriff of said County, swear or affirm that the payment request for \$29,162.50 Dollars is correct, that no part thereof has previously been requested, and that any funds requested on the above accounting and received by the sheriff's office, will, after the date hereof, be used only for their appropriated purpose: "food for prisoners in the county jail" from funds paid under authority of Ala. Code §14-6-42, and "preparing food, serving food, and other services incident to the feeding of prisoners" from funds under authority of Ala. Code §14-6-43.


 Sheriff Signature

26-2

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice #07-2019	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION Federal Bureau of Prisons-Community Corrections Maxwell AFB-Building 1209 820 Willow Street Montgomery, AL 36112				DATE VOUCHER PREPARED 08/01/2019		SCHEDULE NO. PAID BY FBOP Montgomery
				CONTRACT NUMBER AND DATE		
				REQUISITION NUMBER AND DATE		
PAYEE'S NAME AND ADDRESS [Montgomery County Jail 225 South McDonough Street Montgomery, AL 36104 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org] TAX ID# 63-6001653 H02 DUNS # 099839086				DATE INVOICE RECEIVED		
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NUMBER		
				SHIPPED FROM _____ TO _____ WEIGHT _____		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUANTITY	UNIT PRICE COST PER		AMOUNT (1)
JULY Jail Bill 07/01/2019 to 07/31/2019	07/31/2019	Housing of Federal BOP Inmates Montgomery County Jail (See Attached List) Submitted by:  COR: _____	336	48	Day	16,128.00
(Use continuation sheet(s) if necessary) TOTAL						16,128.00
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE						
APPROVED FOR		EXCHANGE RATE	DIFFERENCES			
BY 2		= \$1.00				
TITLE		(Signature or initials)				
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
_____ (Date) (Authorized Certifying Officer) ² (Title)						
ACCOUNTING CLASSIFICATION						
P A I D B Y	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON (Name of bank)		
	CASH	DATE	PAYEE ³			
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						PER TITLE

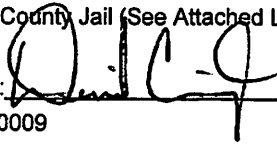
Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

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

26-3

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO. Invoice # 0719 NMM	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101			DATE VOUCHER PREPARED 08/01/2019		SCHEDULE NO. PAID BY USMS M/AL Montgomery		
			CONTRACT NUMBER AND DATE				
			REQUISITION NUMBER AND DATE				
PAYEE'S NAME AND ADDRESS Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009			DATE INVOICE RECEIVED DISCOUNT TERMS PAYEE'S ACCOUNT NUMBER				
SHIPPED FROM			TO		WEIGHT		
GOVERNMENT B/L NUMBER							
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUANTITY	UNIT PRICE COST PER		AMOUNT (1)	
JULY Jail Bill 07/01/2019 to 07/31/2019	07/31/2019	Non-Medical Transport of Federal Inmates Montgomery County Jail (See Attached List)	1346	0.58	Mile	780.68	
		Submitted by:  IGA # 02-11-0009	1	0.58		0.30	
		COR: _____ PT-4AP-D02- -TRP-					
(Use continuation sheet(s) if necessary)						TOTAL	780.98
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR BY 2 TITLE	EXCHANGE RATE =\$1.00	DIFFERENCES Amount verified; correct for payment (Signature or initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
_____ (Date) (Authorized Certifying Officer) 2 (Title)							
ACCOUNTING CLASSIFICATION							
SOC:25302/2292 1591020XD H52 D02 HDT5001D							
PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON (Name of bank)			
	CASH \$	DATE	PAYEE 3				
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						PER TITLE	

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

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

26-4

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice # 0719 HSG	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101			DATE VOUCHER PREPARED 08/01/2019		SCHEDULE NO. PAID BY USMS M/AL Montgomery	
			CONTRACT NUMBER AND DATE			
			REQUISITION NUMBER AND DATE			
PAYEE'S NAME AND ADDRESS [Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org] TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009			DATE INVOICE RECEIVED			
			DISCOUNT TERMS			
			PAYEE'S ACCOUNT NUMBER			
			GOVERNMENT B/L NUMBER			
SHIPPED FROM _____ TO _____ WEIGHT _____						
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUANTITY	UNIT PRICE		AMOUNT (1)
				COST	PER	
JULY Jail Bill 07/01/2019 to 07/31/2019	07/31/2019	Housing of Federal Inmates Montgomery County Jail (See Attached List)	2083	48	Day	99,984.00
		Submitted by:				
		IGA # 02-11-0009				
		COR: _____				
		PH-4AP-D02- -HSG-				
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL 99,984.00
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR = \$ _____	EXCHANGE RATE = \$1.00	DIFFERENCES _____		
		BY 2 _____				
		TITLE _____		Amount verified; correct for payment		
				(Signature or initials) _____		
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
_____ (Date) (Authorized Certifying Officer) ² (Title)						
ACCOUNTING CLASSIFICATION						
SOC:25801 1591020XD H52 D02 HDH5000D						
PAID BY \$	CHECK NUMBER ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER ON (Name of bank)			
	CASH DATE		PAYEE ³			
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.					PER _____	
					TITLE _____	

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

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

26-5

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

July 2019 Monthly Jail Report -- State Inmates

Number of Inmates Brought Over from Previous Month:

O/M	8	1.02%
W/M	81	16.33%
B/M	382	68.37%
W/F	21	6.12%
B/F	35	8.16%
O/F	0	0.00%
Total	527	100.00%

Number of Inmates Received During the Month:

O/M	3	0.80%
W/M	58	15.38%
B/M	248	65.78%
W/F	23	6.10%
B/F	43	11.41%
O/F	2	0.53%
Total	377	100.00%

Total Number of Inmates in Jail During the Month:

O/M	11	1.22%
W/M	139	15.38%
B/M	630	69.69%
W/F	44	4.87%
B/F	78	8.63%
O/F	2	0.22%
Total	904	100.00%

Number of Inmates Released or Removed During the Month:

O/M	5	1.34%
W/M	60	16.09%
B/M	248	66.49%
W/F	21	5.63%
B/F	37	9.92%
O/F	2	0.54%
Total	373	100.00%

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

O/M	6	1.13%
W/M	79	14.88%
B/M	382	71.94%
W/F	23	4.33%
B/F	41	7.72%
O/F	0	0.00%
Total	531	100.00%

26-6

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

July 2019 Monthly Jail Report -- U.S. Marshal Inmates

Number of Inmates Brought Over from Previous Month:

O/M	13
W/M	18
B/M	45
W/F	0
B/F	0
O/F	0
Total	<u>76</u>

Number of Inmates Received During the Month:

O/M	4
W/M	4
B/M	19
W/F	0
B/F	3
O/F	0
Total	<u>30</u>

Number of Inmates in Jail During the Month:

O/M	17
W/M	22
B/M	64
W/F	0
B/F	3
O/F	0
Total	<u>106</u>

Number of Inmates Released or Removed During the Month:

O/M	4
W/M	6
B/M	22
W/F	0
B/F	0
O/F	0
Total	<u>32</u>

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

O/M	13
W/M	16
B/M	42
W/F	0
B/F	3
O/F	0
Total	<u>74</u>

26-7

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

July 2019 Monthly Jail Report -- Federal Bureau of Prison Inmates

Number of Inmates Brought Over from Previous Month:

O/M	3
W/M	3
B/M	6
W/F	0
B/F	0
O/F	0
Total	<u>12</u>

Number of Inmates Received During the Month:

O/M	2
W/M	5
B/M	10
W/F	0
B/F	0
O/F	0
Total	<u>17</u>

Number of Inmates in Jail During the Month:

O/M	5
W/M	8
B/M	16
W/F	0
B/F	0
O/F	0
Total	<u>29</u>

Number of Inmates Released or Removed During the Month:

O/M	4
W/M	5
B/M	8
W/F	0
B/F	0
O/F	0
Total	<u>17</u>

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

O/M	1
W/M	3
B/M	8
W/F	0
B/F	0
O/F	0
Total	<u>12</u>

26-8