

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

AUGUST 19, 2019

AGENDA
INFORMATION SESSION

Call to Order and Welcome at 8:00 a.m.

Prayer

Reports from Staff:

Administrator
Deputy Administrator
Chief Information and Technology Officer
County Engineer
Manager of Public Affairs
County Attorney

Comments from Scheduled Attendees:

Finance Director Sherrill Thomas
Sheriff Derrick Cunningham
GIS & Cadastral Mapping Manager Todd Grant
Chief Probation Officer Ray Williams
Juvenile Detention Director Brandi Alexander
Director Marshall Taggart, Jr., with the Montgomery Regional Airport
Executive Director Bryan Reeves with the Montgomery Symphony Orchestra
Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery
Area Chamber of Commerce

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Harris

Pledge of Allegiance Led by Chairman Dean

Call of Roll to Establish Quorum

Comments from Citizens

Presentation of the Minutes of the Regular Meeting of August 5, 2019

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

PRESENTATION:

Presentation of Certificates of Appreciation from the Montgomery County Commission to Youth Facility Employees for the Department of Youth Services' Audit

PUBLIC HEARING:

Public Hearing Regarding Application to the Department of Justice for the 2019 Edward Byrne Memorial Justice Assistance Grant

NEW BUSINESS:

1. Consider Authorization of an Interlocal Cooperation Agreement with the City of Montgomery for the 2019 Edward Byrne Memorial Justice Assistance Grant, Sheriff's Office
2. Consider Adoption of Resolution to Change the Time of the Tuesday, September 3, 2019, County Commission Meeting Information Session from 8:00 a.m. to 9:00 a.m. and the Formal Session from 9:30 a.m. to 10:30 a.m., County Commission
3. Consider Authorization of FY2020 Annual Transportation Plan as per "Rebuild Alabama Act", Engineering Department
4. Consider Authorization of the Revised Montgomery City/County Emergency Operations Plan (EOP), Published July 1, 2019, County Commission
5. Consider Authorization of Agreement with the Montgomery Area Chamber of Commerce regarding Federal Initiatives Management, County Commission
6. Consider Authorization of Amendment Number 2 to Contract with Buffalo Rock Company of Montgomery, Alabama regarding a One (1) Year Extension, beginning August 15, 2019 and ending on August 14, 2020 and a 5% Price Increase for Vending Machines, Contract Number 51988-17B-010, County Commission
7. Consider Authorization of Contract with The Summerill Group, LLC to Negotiate New Per Diem Rates for Housing U.S. Marshals Service (USMS) Prisoners in the Montgomery County Detention Facility as well as Transportation/Guard Service Rates, Subject to Review by the County Attorney, Sheriff's Office
8. Consider Authorization of Miscellaneous Appropriations to Agencies, County Commission

9. Consider Authorization of Miscellaneous Appropriations to Education, County Commission
10. Consider Authorization of Miscellaneous Appropriations from Designated Revenue, County Commission
11. Consider Authorization of Bid Award to J.J. Morley Enterprises, Inc., regarding Annex III Parking Structure Renovation, GMC Project Number AMGM170049, County Commission
12. Consider Authorization of Bid Award to Safeguard Pest Services for Part I and Part II regarding Pest Control Services, Bid Number 51901-19B-021, Support Services
13. Consider Authorization of Budget Change Request Number 4, District Attorney
14. Consider Authorization of Budget Change Request Number 13, Engineering Department
15. Consider Authorization of Budget Change Request Number 5, Probate Judge's Office (Elections)
16. Consider Authorization of Budget Change Request Number 2, Tax and Audit
17. Consider Authorization of Budget Change Request Number 3, Youth Facility
18. Consider Authorization of Position Fill Requests – Detention Facility (2)
 - Corrections Officer Trainee, Position Number 500419223
 - Corrections Officer Sergeant, Position Number 500421127
19. Consider Authorization of Position Fill Requests – Probate Judge's Office (2)
 - Customer Service Clerk, Position Number 750016002
 - Customer Service Clerk, Position Number 750016036
20. Consider Authorization of Position Fill Request – Sheriff's Office (1)
 - Deputy Sheriff Trainee, Position Number 550430073
21. Consider Authorization of Travel/Training Requests (4)

Reports from Staff:

Deputy Administrator
County Attorney
County Engineer

Discussion Items by Commissioners

Adjourn

CALENDAR OF EVENTS

AUGUST 19, 2019

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon

SEPTEMBER 2, 2019

County Holiday (Labor Day)

SEPTEMBER 3, 2019

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon

SEPTEMBER 16, 2019

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon

OCTOBER 7, 2019

Regular County Commission Meeting
Montgomery County Activity Center
147 Old School House Road, Grady, AL
4:00 p.m. - Information Session
5:30 p.m. - Formal Session

OCTOBER 14, 2019

County Holiday (Columbus Day)

OCTOBER 21, 2019

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon

AGENDA

AUG 19 2019

8-19-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-9-19

Check Number	To	Check Number
288014		288068
Total Checks Paid		\$785,374.17

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-9-19

Check Number	To	Check Number
288069		288175
Total Checks Paid		\$564,326.38

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
8/16/19

Payroll Check Number	132734	To	Payroll Check Number	132787	\$	43,515.39
Direct Deposits					\$	887,347.85
Payroll Check Number	132788	To	Payroll Check Number	132806	\$	50,512.14
Direct Deposits					\$	607,863.38
Federal Deposits					\$	308,892.88
Total Payroll Paid					\$	1,898,131.64

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

Public Hearing Notice

The Montgomery County Commission will hold a public hearing to discuss the Montgomery County Sheriff's Office application to the Department of Justice, Justice Assistance Grant for FY 2019. The Montgomery County Commission will consider the issue at the County Commission meeting scheduled for 9:30 a.m. on Monday, August 19, 2019. The Commission will meet in the County Commission Chambers, on the 1st floor at 101 South Lawrence Street, Montgomery, AL. Those wishing to comment may do so at that time.



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

AUG 19 2019

Kevin J. Murphy
CHIEF DEPUTY

MEMORANDUM

TO: Montgomery County Commission

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

Subject: 2019 Edward Byrne Memorial JAG equipment grant
Interlocal Cooperative Agreement

Date: August 15, 2019

The Montgomery County Sheriffs Office is pursuing the 2019 Edward Byrne Memorial JAG Equipment Grant.

We are requesting this item be approved at the August 19, 2019 meeting of the Montgomery County Commission. This is a twelve-month grant with no local match required. Funds can be used to acquire criminal justice resources to help reduce violent crime and improve public safety.

Thank you for your attention this matter,

RW/dc

cc: Derrick Cunningham, Sheriff

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 361034219
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

1-1

The State of Alabama

County of Montgomery

INTERLOCAL COOPERATION AGREEMENT

by and between

THE CITY OF MONTGOMERY, ALABAMA

and

MONTGOMERY COUNTY, ALABAMA

RELATING TO

2019 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Interlocal Cooperation Agreement is made and entered into this ____ day of August 2019, by and between Montgomery County, Alabama, a body corporate and politic of the State of Alabama (hereinafter referred to as "the County") and the City of Montgomery, Alabama, an Alabama municipal body corporate and politic (hereinafter referred to as "the City"), both of whom witness as follows:

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

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

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

WHEREAS, the City agrees to pay the County approximately \$36,283.20, which represents 40 percent of the Award.

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

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

A. Purpose and Findings

This Agreement is made and entered into by the parties hereto in order to define the responsibilities of the City and the County in connection with the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG).

B. Payment of Funds

The City agrees to pay the County approximately \$36,283.20 of the JAG funds awarded. Both parties agree that public notification cost might be deducted from the total amount of the JAG Award. The Award will be issued to the City. The City may then reduce the total award by the cost of public notification. The County will purchase and pay for all items approved in the grant budget. The invoice, purchase order and proof of payment must then be sent to the Montgomery Police Department's Finance Officer for review. If all items are part of the approved grant budget, or have been approved in writing by BJA, paperwork will be forwarded to the City Grants Accountant for reimbursement from the County's grant funds. Reimbursement will only be made up to the County's award amount, if the items are approved and all paperwork has been received.

C. Period of Agreement

This Agreement shall remain in effect for one year beginning with the 2019 Byrne Memorial Justice Assistance Grant distribution.

D. Responsibilities

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

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

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

E. Administering Funds

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

F. Disparate Certification

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

G. Accounting

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

H. Public Notification

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

I. Imposition of Liability

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

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

J. Third Parties

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

K. Entire Agreement

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

L. Miscellaneous

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

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

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

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

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

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

ATTEST:

CITY OF MONTGOMERY, ALABAMA

City Clerk

By: _____
Mayor

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Administrator, Montgomery
County Commission

By: _____
Chairman, Montgomery County
Commission

ACKNOWLEDGEMENT BY THE CITY

STATE OF ALABAMA

MONTGOMERY COUNTY

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

Given under my hand and seal on this the ____ day of August, 2019.

Notary Public

My commission expires: _____

ACKNOWLEDGEMENT BY THE COUNTY

STATE OF ALABAMA

MONTGOMERY COUNTY

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

Given under my hand and seal on this the ____ day of August, 2019.

Notary Public

My commission expires: _____

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

AUG 19 2019



RESOLUTION

WHEREAS, the County Commission wishes to attend the Montgomery Area Chamber of Commerce's Eggs & Issues with U.S. Senator Doug Jones at 7:30 a.m., Tuesday, September 3, 2019; and

WHEREAS, the Montgomery County Commission wishes to Change the Time of the September 3, 2019, County Commission Meeting Information Session from 8:00 a.m. to 9:00 a.m. and the Formal Session from 9:30 a.m. to 10:30 a.m.,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting time as stated above for the September 3, 2019 County Commission Meeting.

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

BY: _____
Chairman

ATTEST: _____
County Administrator

ELTON N DEAN, SR.
Chairman
Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey

Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190

WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

July 26, 2019

AGENDA

AUG 19 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
7/26/2019

SUBJECT: Approval of FY 2020 Annual Transportation Plan as per "Rebuild Alabama Act"

Please place on the agenda of the next Montgomery County Commission meeting approval of attached FY 2020 Annual Transportation Plan as mandated in Section 11(d) of Act No. 2019-2 (HB2, 197584-4, March 12, 2019, "Rebuild Alabama Act") signed into law this year (excerpt attached).

Once adopted, said Section 11(d) requires this annual plan to be posted at all times in conspicuous places at the County Courthouse, the County Commission Office, the County Engineering Department, and other places deemed appropriate by the County Commission. Additionally, it requires this plan to be posted on the County Commission's website.

GCS/gcs

Attachment

cc: File



Date Approved by the Montgomery County Commission: August 19, 2019

Date Amended by the Montgomery County Commission: N/A

Map Index	Project No.	Road Name/Number	Begin		End		Project Details				Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	County Rebuild Alabama Funds or Federal Aid Exchange Funds (List fund type separately for projects involving both CRAFs and FAEFs)	CRAF Amount	FAEF Amount
			Lat.	Long.	Lat.	Long.	Road Improvement	Bridge Improvement	Project Length (miles)	Description of Work						

Note: Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

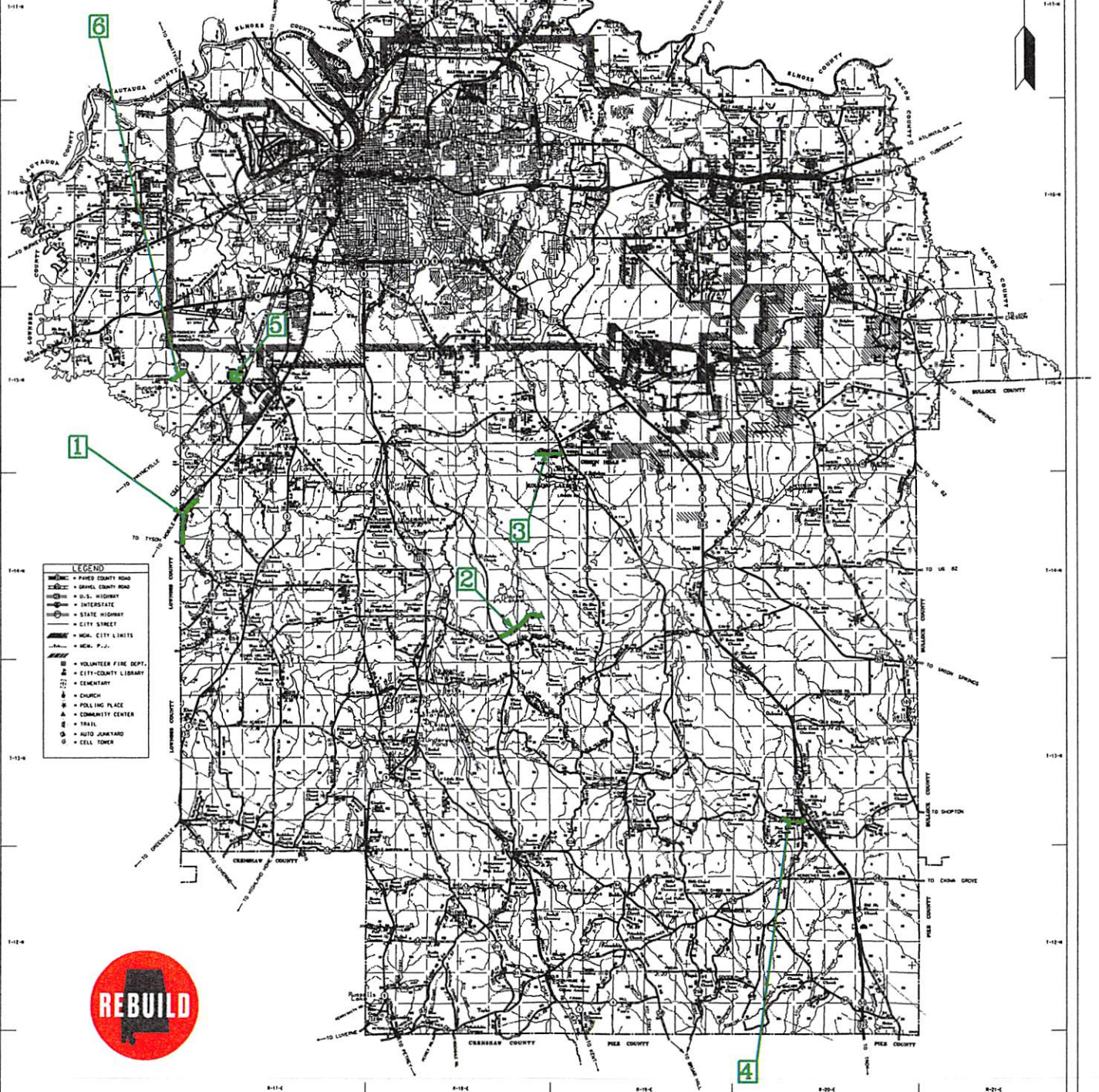
Remarks

CRAF shall be included with traditional funding sources to make the FY 2020 County Funded Resurfacing Project. All CRAF shall be used and documented in accordance to Act #2019-2, (The Rebuild Alabama Act). The remaining estimated balance of CRAF shall be carried over for projects in next the fiscal year's CTP. The remaining FAEF shall also be carried over to the next fiscal years CTP so adequate project funding will be available for use.

06/20/2019

FY 2020 COUNTY TRANSPORTATION PLAN

N



1 (2) The purchase, lease, or maintenance of
2 equipment, other than equipment purchased and permanently
3 installed as a part of a road or bridge project.

4 (3) The maintenance or construction of public
5 buildings or other structures that are not integral to the
6 system of roads or bridges.

7 (c) All fund records shall be audited by the
8 Examiners of Public Accounts in the same manner as all other
9 county or municipal funds.

10 (d) The county commission of each qualified county
11 or municipal governing body of each qualified municipality
12 shall adopt an annual Transportation Plan no later than August
13 31 for the next fiscal year, which plan shall be approved by
14 affirmative vote of a majority of the members of the county
15 commission or municipal governing body. The plan shall provide
16 a detailed list of projects for which expenditures are
17 intended to be made in the next fiscal year and shall be based
18 upon an estimate of the revenues anticipated from the fund
19 during the fiscal year. Once adopted, the annual plan shall at
20 all times be posted in conspicuous places at the county
21 courthouse, the county commission office, the county highway
22 department, municipal hall, the mayor's office, the municipal
23 highway department, and any other places deemed appropriate by
24 the county commission or municipal governing body.

HB2

1 Additionally, the plan shall be posted on their respective
2 official government website, if available.

3 (e) At the first meeting in January of each year
4 following the creation of the fund, the county or municipal
5 engineer or other person designated by the county commission
6 or municipal governing body shall present to the county
7 commission or municipal governing body an annual written
8 report detailing expenditures made from the fund during the
9 previous fiscal year, which report shall include the status of
10 each project included in the previous fiscal year's
11 Transportation Plan. The report shall be entered into the
12 minutes of the county commission or municipal governing body
13 meeting and shall be made available to the public for
14 inspection, including posting on the county's or
15 municipality's website, if available.

16 (f) By January 15 of each year, the county engineer
17 will submit a certificate of compliance verifying that at
18 least fifty percent (50%) of funding for the last fiscal year
19 was let to contract, and shall file such certificate with the
20 Chair of the Joint Transportation Committee, the Alabama
21 Senate Pro Tempore, and the Speaker of the Alabama House of
22 Representatives.

23 Section 12. Section 11-6-6, Code of Alabama 1975 is
24 hereby repealed.

AUG 19 2019



MONTGOMERY CITY/COUNTY EMERGENCY MANAGEMENT AGENCY

911 Communications Parkway, Montgomery, Alabama 36104

Office: 334-625-2339 Fax: 334-625-4196

MTGY CO. COMMISSION
JUL 1 '19 PM3:01

**To: Chairman Elton Dean
Montgomery County Commission**

**From: Director Christina Thornton
Montgomery Emergency Management Agency**

Subject: 2019 Emergency Operations Plan Update

Date: July 1, 2019

Montgomery Emergency Management has completed the Montgomery City County Emergency Plan. This plan is required to be updated as events occur or every three years. This is your copy. I have to have a signed top cover with your signature along with Mayor Strange, and I. If you will sign the additional cover sheet I will take your signed form to Mayor Strange so that all signatures are on the sheet we have to submit to State of Alabama Emergency Management.

Thank you so much for your time and attention to this request.

Director Christina A. Thornton

911 Communications Parkway Montgomery, Alabama 36104 Phone (334) 625-2339 Fax (334) 625-4196

Emergency Management Agency

Montgomery City-County Emergency Management Agency

Emergency Operations Plan

July 1, 2019



APPROVAL and IMPLEMENTATION

The City-County of Montgomery, Alabama

EMERGENCY OPERATIONS PLAN

This Emergency Operations Plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

Montgomery County Commission Chairperson:	Date:
Mayor, City of Montgomery:	Date:
Emergency Management Agency Director:	Date:

Distribution list/ additional local stakeholders included in this plan:

All City/County Departments	United Way
Emergency Medical Services	Hospitals
Montgomery Area Transit Authority	East AL Healthcare Coalition
Chamber of Commerce	Montgomery Water Works
Amateur Radio	AL Cooperative Extension
Local VOAD/CERT	Montgomery Zoo
Volunteer Fire	Utility Companies
Maxwell AFB	Volunteers in Police Service
American Red Cross	Public Information Officer(s)
Humane Society/Veterinarians	Media Outlets
Universities	
Humane Society	
Salvation Army	

Montgomery, AL, City-County Emergency Operations Plan (EOP)

-August 2019-

Purpose

This is a basic all-hazards plan, organized by Emergency Support Functions (ESFs). The plan, and each ESF, includes descriptions of the coordinated activities of the departments and organizations that will work to quickly recover from a major disruption and maintain the functioning of Montgomery City and County.

Policy

Government has the responsibilities in an emergency to: lead or coordinate efforts to protect life, property and the environment, alert the public, quickly and accurately assess the magnitude of the emergency, keep the public informed, coordinate evacuation to safer locations, restore essential services as quickly as possible, provide and manage recovery assistance, and mitigate the impact of future emergencies. In addition, disaster assistance services will be performed in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, economic status or ability. Assistance activities provided will be conducted in accordance with: Title 44, Code of Federal Regulations (CFR), Section 205.16 - Nondiscrimination in Federally-Assisted Programs and in Disaster Assistance; and 41 CFR 101.19-6, to the extent permitted by fiscal constraints.

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Tab 6/ESF 6: Mass Care, Emergency Assistance, Temporary Shelter, Housing and Human Services, Volunteers and Donations

Tab 7/ESF 7: Logistics Support and Resource Management

Tab 8/ESF 8: Public Health and Emergency Medical Services

Tab 9/ESF 9: Search and Rescue

Tab 10/ESF 10: Oil and Hazardous Materials Response

Tab 11/ESF 11: Agriculture and Natural Resources

Tab 12/ESF 12: Utilities: Energy, Water, Sewage, Waste, Communications, and Fuel

Tab 13/ESF 13: Public Safety and Security

Tab 14/ESF 14: Emergency Public Information and External/Media Matters

Tab 15/ESF 15: Government, Economic, Business, Non-governmental Organizations Continuity

Tammy Nix

From: Anna Buckalew <Abuckalew@montgomerychamber.com>
Sent: Friday, July 12, 2019 5:07 PM
To: Donald Mims
Cc: Tammy Nix; Florence Cauthen; Sherrill Thomas; Paul Redhead
Subject: Federal Initiatives contract
Attachments: County Federal Issues Contract FY 2019.pdf; County Federal Initiatives.pdf

AGENDA

AUG 19 2019

Donnie,

Attached is the draft contract and invoice for Federal Initiatives Management that we share each year with the City, County and Chamber. This is our program that works to secure critical funding related to F35 bed-down, military mission, construction and infrastructure projects. The 2019 funding share is as follows:

City	\$60,000
Chamber	\$50,000
County	\$40,000

Please let me know what else you need on this. Thank you as always for your support and partnership.

Best regards,

Anna



Anna B. Buckalew
President & CEO

BUILDING ON. TOGETHER.

Montgomery Area Chamber of Commerce
41 Commerce Street
Montgomery, Alabama 36104
www.montgomerychamber.com
W: 334-240-9423
C: 334-391-2454

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

CONTRACT AGREEMENT

WITNESS THIS AGREEMENT by and between the Montgomery County Commission, a body corporate and political, hereinafter referred to as the County, and Montgomery Area Chamber of Commerce, Inc. hereinafter referred to as The Chamber, for and in consideration of the mutual covenants herein contained the receipt and sufficiency whereof being hereby acknowledged as follows:

The County agrees to pay the Chamber a sum of \$40,000 for Federal Initiatives Management, to directly support issues and activities related to federal governmental affairs and particularly the recruitment of the F-35 fighter program to Montgomery County. The contract will facilitate the Chamber's work to protect and expand Montgomery County's military footprint through a Federal Initiatives program, to include efforts to secure funding for vital infrastructure projects that will support economic development in Montgomery County.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on this __ day of July 2019.

Montgomery Area Chamber of Commerce

By: _____
Its: _____



ANNA B. BUCKALEW
President & CEO
P.O. Box 1667
Montgomery, Alabama
36101

Montgomery County Commission

By: _____
Its: ELTON N. DEAN, SR.
Chairman, County Commission
P.O. Box 79
Montgomery, Alabama
36102-1667

AGENDA

AUG 19 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II 

DATE: August 1, 2019

RE: Contract No. 51988-17B-010
Vending Machines

I request that the attached Amendment No. 2 to Buffalo Rock of Montgomery contract for vending machines be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning August 15, 2019 and ending on August 14, 2020.

Buffalo Rock of Montgomery would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 51988-17B-010

Amendment No. 2

Contract for vending machine services, is hereby extended for one (1) year beginning August 15, 2019 and ending August 14, 2020.

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

All other provisions of the contract will remain the same.

WITNESS:

BUFFALO ROCK COMPANY OF
MONTGOMERY, ALABAMA

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

AUG 19 2019

July 31, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen *FMC*
Deputy Administrator

SUBJECT: Proposal to Negotiate New USMS Per Diem Rates

Please find attached a proposal from The Summerill Group, LLC to negotiate new rates for the U. S. Marshals Service IGA. At the request of Sheriff Cunningham, I met with Mr. Summerill and provided a summary of services and process for negotiation to Sheriff Cunningham. Sheriff Cunningham has requested that the Commission move forward with negotiation through The Summerill Group.

Also attached is an article written by Mr. Summerill that explains the negotiation process.

I request that the proposal be placed on a future agenda.

SUMMERILL

WASHINGTON, DC

THE SUMMERILL GROUP, LLC
1250 Connecticut Avenue, NW
Suite 700
Washington, DC 20036

Joseph Summerill

Office: 202-413-8884

Email: joseph@summerill.net

July 17, 2019

Sheriff Derrick Cunningham
Montgomery County Sheriff
115 South Perry Street
Montgomery, AL 36104

Dear Sheriff Cunningham:

Subject: Assisting the Montgomery County, AL Negotiate New Per Diem Rate
For US Marshals IGA # 02-06-0110

Dear Sheriff Cunningham:

I appreciate your consideration of The Summerill Group, LLC for calculating and negotiating a new per diem rate for housing U.S. Marshals Service (USMS) prisoners in the Montgomery County Jail as well as new transportation /guard service rate. The following proposal, if accepted, will serve as the contract between The Summerill Group, LLC and Montgomery County, Alabama for this project.

SCOPE OF WORK FOR THE MONTGOMERY COUNTY PROJECT.

- The Summerill Group, LLC shall work with Montgomery County Sheriff officials to collect all allowable and allocable economic data regarding the costs associated with the current and future operation of the County Jail.
- Mr. Summerill's team will then build the Sheriff's new federal per diem rate in compliance with the U.S. Office of Management & Budget Circular 200; Chapter XXVIII – Department of Justice (2 CFR 200); and Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553).

SUMMERILL

USMS IGA # 02-06-0110 (Montgomery County, AL)

July 17, 2019

Page 2

- Mr. Summerill will then present to the Sheriff a draft proposal to submit to USMS. We will also research neighboring federal per diem rates and make a strategic recommendation regarding the submittal of the Sheriff's proposal to USMS.

If the Sheriff chooses not to submit the proposal prepared by The Summerill Group, LLC to USMS, no fee shall be paid to The Summerill Group, LLC. In such a case, all cost data prepared by The Summerill Group, LLC shall remain our property.

- Upon the Sheriff's approval, Mr. Summerill will then upload the supporting documents for the proposal (for the new per diem rate and the new transportation / guard service rate) to USMS through the USMS eIGA website and start working with USMS officials to ensure that the Sheriff's proposal is reviewed and negotiated in a timely manner.
- The USMS grants officer will represent the federal government in the negotiation of the new per diem rate. She will need at least 30 days to review our cost data, during which time, we will be available to answer all questions raised by her regarding the proposal and provide her answers.
- We will then request that USMS start negotiations. The USMS grants officer will use different price analysis techniques to assess the fairness and reasonableness of the Sheriff of Montgomery County's proposed per diem rate. For example, the grants officer will calculate an "adjusted core rate" by applying certain facility characteristics to an "econometric model." We will work with her as she goes through this analysis.
- Mr. Summerill will then partner with a Sheriff's Office official to conduct the actual negotiations with USMS. During those negotiations, Summerill will supply USMS with all necessary data and back up material to support the per diem rate request.
- Once the Sheriff and USMS agree upon new rates, Mr. Summerill will work with the grants officer to answer any remaining questions during the finalization process.
- Mr. Summerill will also review the final draft IGA and recommend whether the Sheriff should execute the new agreement or seek changes in the language.

Remainder of Page Blank

SUMMERILL

USMS IGA # 02-06-0110 (Montgomery County, AL)

July 17, 2019

Page 3

ADVISORY TEAM FOR THE MONTGOMERY COUNTY PROJECT.

For this project, the advisory team will be made up:

Joseph Summerill - Joe specializes in contracts with the Department of Justice's United States Marshals Service and the Department of Homeland Security's Immigration and Customs Enforcement. Before entering private practice, Mr. Summerill was the chief contracts attorney for the U.S. Department of Justice, Federal Bureau of Prisons, advising the agency on various commercial law issues, including the negotiation, award, and administration of inter-governmental agreements.

Reginald Gay and Schuyler Espy – Reggie and Schuyler are attorneys with Burr & Forman LLP whose practices include representing governmental entities on various legal matters. They are teaming with The Summerill Group, LLC on this project.

GOALS FOR THE MONTGOMERY COUNTY PROJECT.

U.S. Marshals Service prisoners are housed in the Montgomery County Jail pursuant to Inter-Governmental Agreement (IGA) 02-06-0110 which was last updated February 2014. At that time, the County agreed to a per diem rate of \$48.00. Our draft analysis suggests a new per diem rate for the County of \$59.12. Based on housing an average daily population of 88 USMS / BOP prisoners, the new rate would generate approximately \$358 K in new annual revenue for the County. The new IGA would likely have a term of 48 months, meaning that the County would generate \$1.4 M in new revenue over the life of the new agreement.

TIME FRAME FOR THE MONTGOMERY COUNTY PROJECT.

From the date of engagement until the date that the Sheriff of Montgomery executes a new USMS IGA is typically 90 to 110 days. No proposal can or will be submitted to USMS without the Sheriff's approval. Mr. Summerill will work directly with the USMS grants officer to answer any questions related to the calculation of the per diem rate. Mr. Summerill will partner with a County official during the actual negotiation session.

COMPENSATION FOR CALCULATING & NEGOTIATING NEW PER DIEM RATE.

In consideration for the scope of work described above, the Parties agree that The Summerill Group, LLC shall be paid a fee equal to sixty (60) calendar days' worth of the difference between the amount the Montgomery County invoices the federal government under the new IGA per diem rate / transport / hospital guard service rate, and the amount the Sheriff would have otherwise invoiced the federal government under its current IGA per diem rate of \$48.00.

SUMMERILL

USMS IGA # 02-06-0110 (Montgomery County, AL)

July 17, 2019

Page 4

If the Sheriff chooses not to execute the new IGA with USMS, no fee shall be paid to The Summerill Group, LLC. In such a case, all cost data prepared by The Summerill Group, LLC shall remain our property. Also, if the assistance of The Summerill Group, LLC is unsuccessful in increasing the per-diem rate from \$48.00 to a new rate then no fee shall be paid to The Summerill Group, LLC.

The Parties agree that the fee shall be paid only one time following the first sixty (60) calendar days of increased IGA payments from the United States Marshals Service following the execution of the new IGA with a new per diem rate greater than the current \$48.00 per-diem rate.

After sixty (60) calendar days, the Sheriff shall identify for The Summerill Group, LLC the number of federal prisoners held in the Montgomery County Jail during the preceding sixty (60) calendar days for which the Sheriff received the increased per-diem rate. The Sheriff shall also provide to Mr. Summerill the number of transportation / hospital guard service hours performed by the Sheriff's Office during the month.

Using this data, Mr. Summerill will then prepare and submit an invoice to Montgomery County, and said invoice shall not reflect an hourly breakdown of the work performed by Mr. Summerill. Mr. Summerill will split this fee 50/50 with Burr & Forman LLP. The County shall pay Mr. Summerill's invoice within thirty (30) days of receipt.

The Summerill Group, LLC invoice shall state: "For Services Rendered to Montgomery County, Alabama In Connection With the Formation and Execution of IGA 02-06-0110 Between the Montgomery County Sheriff and the U.S. Marshals Service."

WAIVER OF CONFLICTS.

In consideration for the services described above, the Parties agree that The Summerill Group, LLC and Burr & Forman LLP may represent other local governments (including Alabama local governments) seeking to negotiate IGA per diem rates with U.S. Marshals Service and / or Immigration & Customs Enforcement.

EXPIRATION OF OFFER.

This offer expires August 31, 2019.

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SUMMERILL

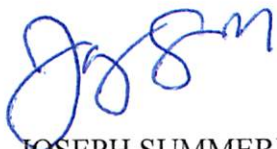
USMS IGA # 02-06-0110 (Montgomery County, AL)

July 17, 2019

Page 5

CONCLUSION.

Thank you again for your consideration of hiring The Summerill Group, LLC for this project. Upon your approval, we will move forward. In the meantime, please do not hesitate to contact me with any questions.



JOSEPH SUMMERILL

202-413-8884

cc: Burr & Forman LLP

Accepted and agreed to this ____ day of _____, 2019 for Montgomery County, AL.

By: _____

Title: _____



Summerill, LLC

We negotiate fixed price contracts, cost reimbursement contracts, and financial intergovernmental agreements between local county governments and the Federal government. We research and analyze the federal bed-space market in your jurisdiction, and then develop a plan to lease your jail bed-space to U.S. Marshals Service (USMS), Immigration & Customs Enforcement (ICE) and the Federal Bureau of Prisons (BOP). We prepare and submit your proposal to the Federal government, and then negotiate new higher per diem rates. With projects throughout the United States, our Management Team and Advisory Team offer turnkey financial solutions for local law enforcement.

Summerill, LLC
1250 Connecticut Avenue, NW
Suite 700
Washington, DC 20036
Phone: 202-413-8884

Visit Our Webpage: www.josephsummerill.com

Our Management Team

Joseph Summerill is the Managing Principal of The Summerill Group, LLC. Joe specializes in working with the Department of Justice's BOP, USMS and the Department of Homeland Security's ICE. Before entering the private sector, Mr. Summerill was the chief contracts attorney for the Federal Bureau of Prisons, advising the agency on various commercial issues, including the negotiation, award, and administration of contracts and Intergovernmental Service Agreements for prison services and construction. Joe has over fifteen years in experience negotiating Federal government contracts.

Michele Sharpe is the Senior Grants Officer for The Summerill Group, LLC. Michele specializes in the preparation and submission of Intergovernmental Service Agreement proposals to USMS and ICE. Ms. Sharpe understands the rules and regulations, including A-87 Cost Principals, necessary to build federal per diem rates with allowable and allowable jail and law enforcement operating costs. Ms. Sharpe is also well versed in wage and benefit rates both under collective bargaining agreements and the Department of Labor Wage Determination.

Housing Federal Prisoners in Local Jails – How to Negotiate an “e-IGA” with the US Marshals Service

■ JOSEPH SUMMERILL
■ THE SUMMERILL GROUP, LLC



With an average daily custody population of about 60,000 detainees nation-wide and no “brick-and-mortar” appropriations from the U.S. Congress in order to build detention facilities, the United States Marshals Service (USMS) depends on local Sheriffs to house federal prisoners. More than 5,000 of these federal prisoners are housed in local jails operated by California Sheriffs. For many Sheriffs, the challenge is not the actual housing of the USMS prisoners but instead the negotiation of the intergovernmental agreement (IGA) which establishes the federal per diem rate paid to the Sheriff.

Background

In the past, Sheriffs were paid a per diem rate, based only on the Sheriff’s actual and allowable costs from the previous fiscal year, for each day that a federal prisoner spent in their jail. This per diem rate could only be adjusted after a Sheriff submitted new cost data to the USMS and then waded through a great deal of bureaucratic red tape. By the time the Sheriff had completed negotiations of the IGA, it was often difficult to know whether USMS was paying the appropriate per diem rate. As a result, Sheriffs housed federal prisoners under outdated IGAs, and therefore lost money housing these prisoners. Local taxpayers would end up subsidizing the cost of housing USMS prisoners.

The Evolution of the USMS IGA

In 2006, in an effort to stabilize government costs and achieve “best value” results, as well as to meet the requirements of the President’s “e-government” initiative, the Department of Justice’s Office of the Federal Detention Trustee (OFDT) requested a review of the costs associated with USMS IGAs and directed that a standardized rate structure be designed and applied to all jails participating in IGAs. From there, a plan was developed to evaluate and establish core per diem rates for jails housing federal prisoners, and the Detention Services Network (DSNetwork) was born.

The DSNetwork is an automated system for procuring detention services from local Sheriffs and reporting Quality Assurance Reviews. On November 19, 2007, the DSNetwork replaced the outdated, cumbersome process of negotiating USMS IGAs with a new “electronic Intergovernmental Agreement (eIGA). Under the DSNetwork, the USMS can now enter into a firm, fixed-price per diem rate contract with local governments for housing their prisoners in local jails, and can bypass the bureaucratic and burdensome paper-based IGA process and reduce the workloads involved in the procurement and monitoring of detention services.

How the Negotiations Work

In negotiating an eIGA, the USMS and OFDT complete a four-step process. The first part of this process is referred to as the pre-negotiation process. After a Sheriff prepares their IGA >>

application, they submit Jail Operating Expense Information (JOEI), which helps OFDT and USMS determine a fair and reasonable price for housing federal prisoners. This data includes expenses such as jail personnel salary and benefits, costs associated with inmate care (such as food, kitchen supplies, medical supplies, and recreation services), facility expenses (such as utilities and insurance), and vehicle expenses (such as maintenance and insurance). In addition to costs incurred, contractors must provide information about credits or revenues which offset expenses. Once the JOEI is submitted, OFDT and USMS personnel review the application for completeness and accuracy, and a USMS grants officer is assigned to the project. This is the USMS representative who will negotiate the IGA and assemble jail-day rate data for negotiations.

Next, the USMS grants officer uses four distinct price analysis techniques to assess the fairness and reasonableness of the Sheriff's proposed per diem rate. First, an adjusted core rate is calculated. This adjusted core rate is determined by applying certain facility characteristics to an econometric model developed by the OFDT. This model includes county wage statistics, facility staff to detainee ratio, facility jurisdiction type, major metropolitan areas, and geographic regions.

Second, rates are estimated using the JOEI data. Specifically, a per diem rate is estimated by dividing the operating costs reported in the JOEI by the facility's total-rated capacity of detainees. The third technique is "market research," which involves comparing the rates of other state and local facilities that are similar to the requesting facility in size and economic situation. The USMS grants officer compares the facility's proposed per diem rate with actual prices charged by other facilities within the same USMS district, an OFDT-calculated average IGA jail-day rate for that USMS district, and/or the facility's previous rate, if ap-

plicable. Finally, the grants officer compares proposed per diem rates to the historical rates of detention space at private detention facilities or to Bureau of Prisons (BOP) per capital rates at federal detention centers.

Usually, price analysis techniques are enough to show the grants officer whether a proposed per diem rate is fair and reasonable. However, when the price analysis techniques are not enough to derive a fair and reasonable per diem rate that is acceptable to the proposing facility, the grants officer performs cost analysis techniques, evaluating a requesting facility's cost elements for allowability and accuracy. The result of this cost analysis should be a per diem rate that provides the facility with enough funds to cover the costs incurred by housing federal prisoners.

Finally, the file is reviewed. USMS grants supervisors review the price negotiation memorandum to ensure that the grants officer adequately justified the proposed negotiated per diem rate. OFDT reviews the price justification memorandum and makes an assessment, and, upon approval of the negotiated per diem rate, the grants officer prepares the IGA documents for the Sheriff's signature.

The Pros and Cons of the New Process

Along with a more streamlined process, the DSNetwork provides other benefits to Sheriffs housing federal prisoners in their local facilities. For example, under the old system, Sheriffs could only submit costs incurred during the previous fiscal year. Under the new DSNetwork, Sheriffs can now submit projected and future jail-operating costs to help the USMS determine a per diem rate for a 36-month fixed-price contract. From my experience, this change in how per diem rates are calculated is often the most advantageous to Sheriffs, as it includes projected jail expenses, such as facility expansions. Such costs were never captured under the old cost-reimbursement IGA system.

Despite the benefits of the new system, there are some drawbacks of the DSNetwork. First, OFDT failed to carry over several significant cost categories from the old IGA system. As a result, the JOEI data will likely not capture all of the allowable costs for the Sheriff, such as repair and maintenance of the facility and the facility's equipment. Likewise, the JOEI data does not show the cost of equipment depreciation or provide guidance on whether to utilize the federal threshold for depreciation or the local threshold. With that, the equipment listed by OFDT, which includes such equipment as fire extinguishers, emergency lights, and lighted exit signs, may mislead Sheriffs into considering only lower price, non-depreciable equipment.

Also, the JOEI fails to capture indirect costs related to county central services and those indirect costs related to the operation of the Office of Sheriff. In a Sheriff's office, the Sheriff, Chief Deputy, and law enforcement and civilian staff should be included in the per diem rate, but these positions are not included in the JOEI line items. Therefore, an unknowing Sheriff may fail to include them. Further, equipment utilized by the Sheriff's staff should be included as a component of direct costs. However, it is a challenge for Sheriffs to determine supportable



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Ken Holloway CEO PH.: 707/447-4880 Fax: 707/446-4888 kenjholloway@aol.com	Hal Barker Sheriff (Ret.) EDSO Marketing Ph.: 530/647-0510 halnbarker@yahoo.com
---	---

*Lease financing available

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7-9

cost allocation methodologies when applying county and Sheriff's office indirect costs.

There also remain problems with the negotiation process. First, the USMS never defines the "core rate" price for housing federal prisoners. Therefore, when Sheriffs provide their cost data and a proposed per diem rate to the USMS, the government never reveals what it feels to be a "fair and reasonable" per diem rate, giving the government the upper hand in the negotiations. Moreover, the USMS "market research", which compares the Sheriff's proposed per diem rate with rates at other nearby local facilities, ignores that disparities can exist between the federal per diem rates offered by nearby Sheriffs. Often, local governments may not have a full understanding of the rules and regulations regarding the negotiations and the per diem rates.

Conclusion

In Fiscal Year 2011, the USMS had an average daily population of 63,112 detainees, a number that has been steadily increasing for nearly the past 20 years. With the new DSNetwork program, USMS has replaced the burdensome and bureaucratic process by which USMS IGAs used to be awarded to local Sheriffs. This has benefited local Sheriffs, as now the Sheriffs can receive 36-month fixed per diem rates, which include projected jail operating expenses. Although there is a clear financial benefit for Sheriffs, it is important that Sheriffs keep in mind the challenges and drawbacks involved with negotiating a per diem rate that accurately captures the costs associated with housing USMS prisoners. ★

Joseph Summerill is the principle Manager of The Summerill Group, LLC, a Washington, DC based law enforcement think tank. Mr. Summerill is also General Counsel for the Major County Sheriff's Association. He may be contacted at joseph@summerill.net.

For many Sheriffs, the challenge is not the actual housing of the USMS prisoners but instead the negotiation of the intergovernmental agreement (IGA) which establishes the federal per diem rate paid to the Sheriff.



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For more information contact Melissa Keefe at mkeefe@mmm.com or call 714.404.2403

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www.3m.com/electronicmonitoring



MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 8/19/19 - CODE: 001-59320.498								
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			5,700	0	0	0	0	5,700
	Total Appropriations 8/19/19		0	0	0	0	0	0
	APPROPRIATED BUDGET BALANCE		5,700	0	0	0	0	5,700
	Administrator	Date						

AUG 19 2019

8-1

AGENDA

AUG 19 2019

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 8/19/19 - CODE: 001-59320.494									
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL	
Starting Balance			3,100	31,800	51,500	3,000	0	89,400	
BOE-2019-84	Highland Avenue Elementary	History Program				1,500		1,500	
		Total Appropriations 8/19/19	0	0	0	1,500	0	1,500	
		APPROPRIATED BUDGET BALANCE	3,100	31,800	51,500	1,500	0	87,900	
	Administrator	Date							

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 8/19/19 - CODE: 001-59320.450										
Contract Number	Organization	Description of Program	Joint	Infrastructure	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			0	214,267	95,000	11,800	68,098	66,360	24,130	479,655
DR-C-2019-125	Successful Living Center	Pre-K Program			5,000					5,000
DR-C-2019-126	Americare Financial Group, Inc.	P.E.E.R.S. Program						2,500		2,500
DR-NC-2019-53	City of Montgomery, BONDS	Flatwood Community N.A. - Programs						1,000		1,000
DR-NC-2019-54	City of Montgomery, BONDS	Ranchette Estates Improvement Assoc., Inc.							1,300	1,300
		Total Appropriations 8/19/19	0	0	5,000	0	0	3,500	1,300	9,800
		APPROPRIATED BUDGET BALANCE	0	214,267	90,000	11,800	68,098	62,860	22,830	469,855
	Administrator	Date								

AGENDA

AUG 19 2019

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

AGENDA

AUG 19 2019

August 1, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen *FMC*
Deputy Administrator

SUBJECT: Bid Award for Annex III Parking Structure Renovation

Attached is a letter from Goodwyn Mills and Cawood, Inc., recommending a bid award to J.J. Morley Enterprises, Inc., for Annex III Parking Structure Renovation, GMC Project No.: AMGM170049. Also, attached is a copy of the bid tabulations.

I request that approval of the bid award to J.J. Morley Enterprises, Inc., be placed on the next agenda.

FMC/tn

Attachments

A COUNTY OLDER THAN THE STATE

11-1



July 17, 2019

Goodwyn Mills Cawood

PO Box 242128
Montgomery, AL 36124

T (334) 271-3200
F (334) 272-1566

www.gmcnetwork.com

Mr. Donald Mims, County Administrator
MONTGOMERY COUNTY COMMISSION
P.O. Box 1667
Montgomery, Alabama 36102

PROJECT: ANNEX 3 PARKING STRUCTURE RENOVATION
FOR THE MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA
GMC PROJECT NO.: AMGM170049

Dear Mr. Mims,

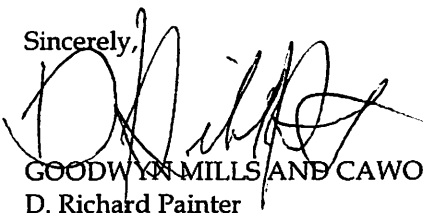
Bids were received for the above referenced project on Tuesday, July 16, 2019 at 2:00 p.m. in Montgomery, Alabama. We have reviewed the bids and are forwarding the original bid documents and the Certified Bid Tabulation to you with this letter.

The apparent low bid was submitted by J.J. Morley Enterprises, Inc. from Birmingham, Alabama, for a total bid amount of \$238,523.00.

J.J. Morley Enterprises, Inc. has complied with the terms and conditions of the Advertisement for Bid and the Bid Documents.

We recommend that the Construction Contract be awarded to J.J. Morley Enterprises, Inc. for a total contract amount of \$238,523.00.

Thank you again for the opportunity to serve the Montgomery County Commission. Please do not hesitate to call if you have any questions.

Sincerely,

GOODWYN MILLS AND CAWOOD, INC.
D. Richard Painter
Project Manager

DRP/jn
Enclosures

BID DATE: July 16, 2019

2:00 PM

Page 2 of 2

BASE BID:

TOTAL:

Simpson Plastering, LLC	Southern Preservation Systems	Summit Waterproofing, Inc.	Volunteer Restoration, Inc.
4800 Division Ave. Birmingham, AL 35222	3170 Lencra Church Road, Suite 100 Snellville, GA 30039	PO Box 1948 Pelham, AL 35124	210 Seaman Street Knoxville, TN 37919
AL LICENSE NO.: 44071 BID BOND BY: Old Republic Surety Co. NOTATIONS: None <u>ITEMS RECEIVED</u> ☒ PROPOSAL FORM ☒ BID BOND ☒ ATTACHMENT A ☒ ATTACHMENT B ☒ ATTACHMENT C ☒ E-VERIFY ☒ ACKNOWLEDGED ADDENDA 1-2	AL LICENSE NO.: 14749 BID BOND BY: International Fidelity Insurance Co. NOTATIONS: None <u>ITEMS RECEIVED</u> ☒ PROPOSAL FORM ☒ BID BOND ☒ ATTACHMENT A ☒ ATTACHMENT B ☒ ATTACHMENT C ☒ E-VERIFY ☒ ACKNOWLEDGED ADDENDA 1-2	AL LICENSE NO.: BID BOND BY: NOTATIONS: No Bid Received <u>ITEMS RECEIVED</u> ☐ PROPOSAL FORM ☐ BID BOND ☐ ATTACHMENT A ☐ ATTACHMENT B ☐ ATTACHMENT C ☐ E-VERIFY ☐ ACKNOWLEDGED ADDENDA 1-2	AL LICENSE NO.: BID BOND BY: NOTATIONS: No Bid Received <u>ITEMS RECEIVED</u> ☐ PROPOSAL FORM ☐ BID BOND ☐ ATTACHMENT A ☐ ATTACHMENT B ☐ ATTACHMENT C ☐ E-VERIFY ☐ ACKNOWLEDGED ADDENDA 1-2
BIDS NOTATIONS SUB-TOTALS \$ 249,000 \$249,000	BIDS NOTATIONS SUB-TOTALS \$ 271,245 \$271,245	BIDS NOTATIONS SUB-TOTALS	BIDS NOTATIONS SUB-TOTALS
\$249,000	\$271,245	No Bid Received	No Bid Received

BID DATE: July 16, 2019

2:00 PM

Page 1 of 2

BASE BID:

TOTAL:

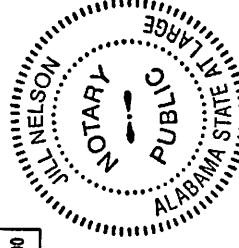
Coastal Construction	E. Marshall Ltd.	JJ Morley Enterprises, Inc.	Liberty Construction
415 37th Street Birmingham, AL 35222	5771 Carmichael Parkway Montgomery, AL 36117	1325 3rd Avenue South Birmingham, AL 35233	PO Box 211041 Montgomery, AL 36121
AL LICENSE NO.: BID BOND BY: NOTATIONS: No Bid Received <u>ITEMS RECEIVED</u> ☐ PROPOSAL FORM ☐ BID BOND ☐ ATTACHMENT A ☐ ATTACHMENT B ☐ ATTACHMENT C ☐ E-VERIFY ☐ ACKNOWLEDGED ADDENDA 1-2	AL LICENSE NO.: 26315 BID BOND BY: Auto-Owners Insurance Co. NOTATIONS: None <u>ITEMS RECEIVED</u> ☒ PROPOSAL FORM ☒ BID BOND ☒ ATTACHMENT A ☒ ATTACHMENT B ☒ ATTACHMENT C ☒ E-VERIFY ☒ ACKNOWLEDGED ADDENDA 1-2	AL LICENSE NO.: 20730 BID BOND BY: International Fidelity Insurance Co. NOTATIONS: Add \$11,400 to Base Bid <u>ITEMS RECEIVED</u> ☒ PROPOSAL FORM ☒ BID BOND ☒ ATTACHMENT A ☒ ATTACHMENT B ☒ ATTACHMENT C ☒ E-VERIFY ☒ ACKNOWLEDGED ADDENDA 1-2	AL LICENSE NO.: 41067 BID BOND BY: Fidelity and Deposit Co. of Maryland NOTATIONS: None <u>ITEMS RECEIVED</u> ☒ PROPOSAL FORM ☒ BID BOND ☒ ATTACHMENT A ☒ ATTACHMENT B ☒ ATTACHMENT C ☒ E-VERIFY ☒ ACKNOWLEDGED ADDENDA 1-2
BIDS NOTATIONS SUB-TOTALS	BIDS NOTATIONS SUB-TOTALS	BIDS NOTATIONS SUB-TOTALS	BIDS NOTATIONS SUB-TOTALS
	\$ 324,350 \$324,350	\$ 227,123 \$238,523	\$ 287,000 \$287,000
No Bid Received	\$324,350	\$238,523	\$287,000

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project

Gregory P. (Chuck) Jones
Gregory P. (Chuck) Jones
Alabama Registration No. 3693

Sworn before me this 16th day of July, 2019

Jill Nelson
Jill Nelson
My commission expires July 21, 2021



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AGENDA

AUG 19 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: July 31, 2019

RE: Invitation to Bid No. 51901-19B-021
Pest Control Services

Request approval of award on the above referenced Invitation to Bid to the only responsible bidder, Safeguard Pest Services in the amount of \$12,388.00 for Part I and Part II be placed on a future agenda. (Copy of spread sheet attached.)

Coordination of award made with Florence Cauthen, Deputy Administrator and Lamar Allen, Director of General Services.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-19B-021				Safeguard Pest Service P.O. Box 3535 Montgomery, AL 36109 (334)391-1095 Attn: Ron Menees Minority Business Owned Yes X No									
ISSUE DATE: JULY 18, 2019													
BID OPENING DATE: JULY 30, 2019													
COUNTY COMM. - ALL BLDGS.													
TERMS OF PAYMENT / DISCOUNT:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	PEST CONTROL												
	FOR COUNTY BLDGS												
	PART I												
1	COURTHOUSE	MO	12	\$55.00	\$660.00								
2	ANNEX I	MO	12	\$54.00	\$648.00								
3	ANNEX II	QTR	4	\$37.00	\$148.00								
4	ANNEX III	MO	12	\$54.00	\$648.00								
5	CARNEGIE BLDG.	QTR	4	\$37.00	\$148.00								
6	GREIL BLDG.	QTR	4	\$37.00	\$148.00								
7	YOUTH FACILITY	MO	12	\$85.00	\$1,020.00								
8	YF - TRAILER E	QTR	4	\$15.00	\$60.00								
9	YF - TRAILER F	QTR	4	\$15.00	\$60.00								
10	CAMP DAVIS	MO	12	\$22.00	\$264.00								
11	YF - DORROUGH BLDG	QTR	4	\$15.00	\$60.00								
12	ENGINEERING - SIGN SHOP	QTR	4	\$27.00	\$108.00								
13	ENGINEERING - COUNTY SHOP	QTR	4	\$27.00	\$108.00								
14	DISTRICT I - TERMINAL RD	QTR	4	\$27.00	\$108.00								
15	DISTRICT II - MERIWEATHER RD	MO	12	\$30.00	\$360.00								
16	DISTRICT III - HICKORY GROVE RD	QTR	4	\$55.00	\$220.00								
17	PROBATE/REVENUE WAST	MO	12	\$30.00	\$360.00								
TOTAL BID AMOUNTS													

Notes:

BID SENT TO 16 VENDORS

12-2

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-19B-021				Safeguard Pest Services P.O. Box 3535 Montgomery, AL 36109 (334)391-1095 Attn: Ron Meneses Minority Business Owned Yes X No									
ISSUE DATE: JULY 18, 2019													
BID OPENING DATE: JULY 30, 2019													
COUNTY COMM. - ALL BLDGS.													
TERMS OF PAYMENT / DISCOUNT:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
18	PROBATE/REVENUE SOUTH	MO	12	\$30.00	\$360.00								
19	PROBATE/REVENUE WEST	MO	12	\$30.00	\$360.00								
20	SHERIFF WAREHOUSE	QTR	4	\$40.00	\$160.00								
21	SHERIFF - FIRING RANGE	QTR	4	\$35.00	\$140.00								
22	SHERIFF - RAMER SUBSTATION	QTR	4	\$30.00	\$120.00								
23	FLEET MAINTENANCE SHOP	QTR	4	\$35.00	\$140.00								
24	PRESTWOOD BUILDING	QTR	4	\$25.00	\$100.00								
25	COMMUNITY CORRECTIONS	MO	12	\$45.00	\$540.00								
26	CARE HERE HEALTH CLINIC	MO	12	\$25.00	\$300.00								
27	ANNEX IV - FAMILY JUSTICE	MO	12	\$40.00	\$480.00								
28	YF - HERRON STREET	MO	12	\$20.00	\$240.00								
29	FLATWOOD RECREATION CTR	MO	12	\$40.00	\$480.00								
30	MONTGOMERY CO ACTIVITY CTR	MO	12	\$40.00	\$480.00								
	PART II												
31	DETENTION FACILITY - JAIL II	MO	12	\$130.00	\$1,560.00								
32	DETENTION FACILITY - JAIL I	MO	12	\$150.00	\$1,800.00								
	TOTAL COST PART I				\$9,028.00								
	TOTAL COST PART II				\$3,360.00								
TOTAL BID AMOUNTS					\$12,388.00								

Notes:

12-3

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 1st day of October, 2019, between Safe Guard Pest Services, Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Safe Guard Pest Services agrees to furnish pest control services for Montgomery County buildings in accordance with all provisions and specifications of Invitation to Bid No. 51901-19B-021, as issued by the Montgomery County Commission on July 18, 2019 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

WHEREAS, In Consideration thereof, Safe Guard Pest Service and Montgomery County Commission agree as follows:

1. That all terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning October 1, 2019 and ending August 31, 2020, with the option to renew for an additional two (2) years, in one (1) year periods, providing funds are made available by the Montgomery County Commission. That the prices stipulated in the bid by Safe Guard Pest Services shall remain firm for the one (1) year period.
3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year.
4. That Montgomery County Commission or Safe Guard Pest Service may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.
5. Safe Guard Pest Service shall submit a monthly invoice in order to be paid for the work performed during a particular month or quarter. Invoices shall be identified by locations along with sign in sheets. Sign in sheets must be signed and dated at each location being serviced by county personnel indicating the work was performed. Invoices received without sign-in sheets will be returned unpaid.
6. That Montgomery County reserves the right to add other locations, as needed, during the contract period.
7. That Safe Guard Pest Service shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.

8. That Safe Guard Pest Service agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Safe Guard Pest Service, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Safe Guard Pest Service agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Safe Guard Pest Services also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
9. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Safe Guard Pest Services.
10. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 1st day of October 2019.

WITNESS:

SAFE GUARD PEST SERVICES

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

BUDGET CHANGE REQUEST

AUG 19 2019

Request Number: 4

DEPARTMENT:	<u>DA - General</u>	REQUESTED BY:	<u>Daryl Bailey</u>	<u>08/09/19</u>
			<u>Elected Official/Dept. Head</u>	<u>Date</u>

FINANCE REVIEW:	REVIEWED BY:	Sherrill Thomas	8/13/19
		Finance Director	Date

COMMISSION APPROVAL PROCESSING:	Briefing Memo	
	Agenda	✓

COUNTY COMMISSION APPROVAL: _____

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Supplies/Minor Equipment	001-51261.211	9,981	(1,066)	8,915
Fuels and Lubricants	001-51261.212	15,400	7,885	23,285
Telephone	001-51261.251	6,200	1,400	7,600
Postage	001-51261.252	4,500	(2,000)	2,500
Travel - Registration & Training	001-51261.265	4,000	(27)	3,973
Contract Services	001-51261.304	10,000	(6,192)	3,808
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 50,081	\$ 0	\$ 50,081

JUSTIFICATION: To realign budgets for expenditures

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 13**AGENDA****AUG 19 2019**

DEPARTMENT: Engineering REQUESTED BY: George Speake 8/13/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 8/13/19
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

✓

COUNTY COMMISSION APPROVAL:

Administrator

Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair & Maint. Const. Equipment	111-53400.232	93,500	9,000	102,500
Fuels & Lubricants	111-53400.212	179,702	(9,000)	170,702
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 273,202	\$ 0	\$ 273,202

JUSTIFICATION: To realign budget for Repair & Maint. Construction Equipment.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 5**AGENDA****AUG 19 2019**DEPARTMENT: Probate - Elections REQUESTED BY: Judge Steven Reed 8/15/19
Elected Official/Dept. Head DateFINANCE REVIEW: REVIEWED BY: Sherrill Thomas 8/15/19
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Travel - Registration & Training	001-51910.265	3,000	(3,000)	0
Repair & Maintenance Motor Vehicle	001-51910.234	320	1,000	1,320
Office Supplies/Minor Equipment	001-51910.211	16,500	2,000	18,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 19,820	\$ 0	\$ 19,820

JUSTIFICATION: To realign the budget to repair the County Van air conditioning and to cover office supply budget.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 2**AGENDA****AUG 19 2019**

DEPARTMENT: Tax & Audit REQUESTED BY: Terri Henderson 08/14/19
 Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 8/14/19
 Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator_____
Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Refund Prior Year Revenue	001-51800-335	16,705	31,438	48,143
Contract Services	001-51800-304	172,881	(31,438)	141,443
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 189,586	\$ 0	\$ 189,586

JUSTIFICATION: Transfer of \$31,438 from Contract Services to fund Prior Year Refunds of general fund portion of sales and use taxes due back to taxpayers.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 3

AGENDA

AUG 19 2019

DEPARTMENT: Youth Facility REQUESTED BY: Brandi K. Alexander 8/12/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 8/12/19
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Administrative Expenses	52602-499	360,000	(162,000)	198,000
Other Miscellaneous Supplies	52602-219	45,000	10,000	55,000
Motor Vehicles	52602-551	0	72,000	72,000
Office Supplies/Minor Equipment	52602-211	25,000	50,000	75,000
Equipment/Furniture Purchases	52602-400	10,000	20,000	30,000
Repair and Maintenance Software License	52602-240	8,400	10,000	18,400
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 448,400	\$ 0	\$ 448,400

JUSTIFICATION: To realign the budget to cover the purchase of vehicles, replacement of outdated computers and other items needed for operations through September 30, 2019.

AUG 19 2019

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419223(Replace B Dale)
 Pay Grade PCT Pay Range \$31,299
 Proposed Effective Date August 26, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date August 1, 2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 08/01/2019

Sherrill Thomas

Finance Director

Date 8/1/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

AUG 19 2019

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Sergeant
 Position Number 500421127(Replace D Williams)
 Pay Grade PC3 Pay Range \$40,828-\$61,002
 Proposed Effective Date August 26, 2019
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date August 1, 2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 08/01/2019

Sherrill Thomas

Finance Director

Date 8/1/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AUG 19 2019

DEPARTMENT: PROBATE

DEPARTMENT HEAD: Judge Steven L. Reed

SUPERVISOR: Jamyla Philyaw

POSITION INFORMATION:

Position Title Customer Service Clerk (J. Valentine)

Position Number 750016002

Pay Grade A04 Pay Range \$28,765-42,978

Proposed Effective Date September 3, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Judge Steven L. Reed

Department Head

Date 8/14/19

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 08/14/2019

Sherrill Thomas

Finance Director

Date 8/14/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

AUG 19 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: PROBATE

DEPARTMENT HEAD: JUDGE STEVEN L REED

SUPERVISOR: JAMYL A PHILYAW

POSITION INFORMATION:

Position Title Customer Service Clerk (W. Cobb)

Position Number 750016036

Pay Grade A04 Pay Range \$28,765-42,978

Proposed Effective Date September 3, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Judge Steven L. Reed

Department Head

Date 8/14/19

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 08/14/2019

Sherrill Thomas

Finance Director

Date 8/14/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 6

AGENDA

AUG 19 2019

Date: 08/01/2019
To: Donald L. Mims, Administrator
From: Revenue Commissioner
Re: Approval for the following travel:

Destination: Auburn, AL Center for Advanced Science, Innovation and Commerce Building
Departure Date: 9/11/19 Return Date: 9/13/19
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Intro to Property Tax Administration

Traveler (s) Name: 1. Thomas Bell 4. Rebecca Fornwalt
2. Shundra Brown 5. Annette Taylor
3. Jamese Hawkins 6. _____

Check Mode of Transportation: County Vehicle ☐
Private Vehicle ☒

Commercial Air ☐
Other (Specify) ☐

Total (est.) Cost: \$2,084.84 Advance Registration Required: \$1,375.00

Department Name: Revenue Commissioner Fund Name: General

Additional Comments: _____

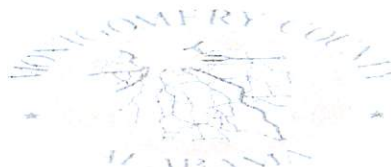
To: Revenue Commissioner

From: Donald L. Mims, Administrator

The above request is app. 8/19/19 reimbursement of actual and necessary expenses in the
approximate amount of \$2,084.84 and advance registration of \$1,375.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51500-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$12,300.00</u>	
Approved Requests:	<u>\$7,574.07</u>	
Budget Available:	<u>\$4,725.93</u>	
Current Requests:	<u>\$2,084.84</u>	
Budget Balance:	<u>\$2,641.09</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/6/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 7

AGENDA

AUG 19 2019

Date: August 5, 2019
To: Donald L. Mims, Administrator
From: Sonja Pritchett, Director
Re: Approval for the following travel:

Destination: Hopkinsville, KY
Departure Date: 9/29/19 Return Date: 10/4/19
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: CERT Use of Force Instructor Certification

Traveler (s) Name: 1. Carlos Parks 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,200.00 Advance Registration Required: \$895.00

Department Name: Detention Facility Fund Name: General

Additional Comments: REGISTRATION PAID FROM 2019 BUDGET
OTHER EXPENSE WILL BE INCURRED IN THE 2020 BUDGET

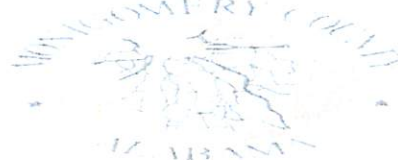
To: Sonja Pritchett, Director

From: Donald L. Mims, Administrator

The above request is app. 8/19/19 reimbursement of actual and necessary expenses in the
approximate amount of \$2,200.00 and advance registration of \$895.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-52200.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$17,731.84</u>	
Budget Available:	<u>\$2,268.16</u>	
Current Requests:	<u>\$895.00</u>	
Budget Balance:	<u>\$1,373.16</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/6/2019

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

AUG 19 2019

Date: August 12, 2019
To: Donald L. Mims, Administrator
From: James Williams
Re: Approval for the following travel:

Destination: Orange Beach, Alabama
Departure Date: September 10, 2019 Return Date: September 12, 2019
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Attend the (ARPF) Alabama Recreation & Parks Foundation 2019 Fall Workshop

Traveler (s) Name: 1. James Williams 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$796.22 Advance Registration Required: \$125.00

Department Name: Recreation Fund Name: Recreation

Additional Comments: Registration - \$125.00 - Hotel - \$291.54 Meals - \$150.00 Mileage - \$229.68

To: James Williams
From: Donald L. Mims, Administrator

The above request is app. 8/19/19 reimbursement of actual and necessary expenses in the
approximate amount of \$796.22 and advance registration of \$125.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>008-57200.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$2,500.00</u>
Approved Requests:	<u>\$796.32</u>
Budget Available:	<u>\$1,703.68</u>
Current Requests:	<u>\$796.22</u>
Budget Balance:	<u>\$907.46</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/13/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 18

AGENDA

AUG 19 2019

Date: 8/7/2019
To: Donald L. Mims, Administrator
From: George Speake
Re: Approval for the following travel:

Destination: Pelham Civic Complex, Pelham, Al
Departure Date: October 9, 2019 Return Date: October 10, 2019
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend Al Society of Professional Land Surveyors Fifty-Sixth Annual
Fall Conference and Tech Expo

Traveler (s) Name: 1. George Speake 4. _____
2. Michael M. Harmon 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$800.00 Advance Registration Required: \$650.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265
Additional Comments: For 2020 budget year. Registration to be paid early for discount
Fund # 111-15350

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

The above request is app. 8/19/19 reimbursement of actual and necessary expenses in the
approximate amount of \$800.00 and advance registration of \$650.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$19,000.00</u>
Approved Requests:	<u>\$14,996.00</u>
Budget Available:	<u>\$4,004.00</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$4,004.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 8/12/2019
cc: Finance Director / Buyer