MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

MARCH 25, 2019

INFORMATION SESSION

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

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

DISCUSSION BY THE COMMISSION

Commissioner Sankey requested to add an additional item to the miscellaneous appropriations for agencies account that was on the agenda. The Commission agreed.

Commissioner Harris and Commissioner Sankey requested to add additional items to the miscellaneous appropriations for education account that was on the agenda. The Commission agreed.

Commissioner Sankey expressed concerns regarding the Agreement with QCHC, Inc., a/k/a Quality Correctional Health Care for the Provision of Health Services for the Montgomery County Youth Facility, which was on the agenda. After discussion, the Commission agreed to table this item and put out a Request for Proposal for these services.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham briefed the Commission regarding an Amendment to the Health Services Agreement with QCHC, Inc., concerning an addition of two mental health professionals in the Detention Facility. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham also mentioned the need for the involvement of the Montgomery Area Mental Health Authority regarding county inmates with mental health issues. The Commission agreed.

Sheriff Cunningham requested the establishment and allocation of an Administrative Services Manager Position, Pay Grade A10, and related Position Fill Request. He also requested the abolishment of the Accounts Manager Position. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham briefed the Commission regarding the County Public Safety Pay Plan adjustments. Commission Harris suggested that this matter needs to be discussed further. No action was taken by the Commission.

PRESENTATION BY MONTGOMERY COUNTY EXTENSION SERVICE COORDINATOR JIMMY SMITHERMAN

Montgomery County Extension Service Coordinator Jimmy Smitherman requested funding for the STEM (Science, Technology, Engineering & Math) Program. After discussion, the Commission agreed to appropriate $1,250 from the Joint Designated Revenue Account for this program.

PRESENTATION BY CHIEF APPRAISER CLAY HENLEY

Chief Appraiser Clay Henley requested the issuance of credit card to be used by him and his staff for registration and training expenses. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY FINANCE DIRECTOR SHERRILL THOMAS

Finance Director Sherrill Thomas briefed the Commission regarding a Support Amendment with Tyler Technologies, Inc., concerning the Financial Software Maintenance. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY PARKS AND RECREATION DIRECTOR JAMES WILLIAMS

Parks and Recreation Director James Williams presented a Memorandum of Understanding with the Montgomery Public Schools to enrich the value of the Arboretum as an education, environmental, and recreational resource for MPS students and all citizens of Montgomery County. After discussion, the Commission agreed to move forward with discussions with MPS regarding the Arboretum and to delay approval of a Memorandum of Understanding until more information is presented.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci requested that the Commission approve an Addendum to the Master Agreement with ThinkGard regarding backup and disaster recovery system growth requirement, which was on the agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding a Position Fill Request for College Intern, Position Number 640075002. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk reviewed the calendar of upcoming events with the Commissioners. She also briefed the Commission regarding a Resolution honoring President Randall L. George with the Montgomery Area Chamber of Commerce for his Years of Service to the community.

PRESENTATION BY ACCOUNT MANAGER NORA BOYD AND ACCOUNT EXECUTIVE BRENT CHERRY WITH BLUECROSS BLUESHIELD OF ALABAMA

Account Manager Nora Boyd and Account Executive Brent Cherry with BlueCross BlueShield of Alabama briefed the Commission regarding changes to the BlueCross and BlueShield of Alabama Benefit Booklet for the County HMO and PPO Insurance Plans. Mr. Cherry stated that there were no benefit changes, only language changes. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY EXECUTIVE DIRECTOR TAY KNIGHT WITH THE FAMILY SUNSHINE CENTER

Executive Director Tay Knight with the Family Sunshine Center updated the Commission regarding the program. Ms. Knight expressed her gratefulness to be included in the County's annual budget.

PRESENTATION BY PRESIDENT BUCK HOWARD AND EXECUTIVE VICE PRESIDENT MICHAEL HOWARD WITH CATASTROPHIC MEDICAL EXCESS, INC. AND ASSOCIATE VICE PRESIDENT OF OPERATIONS LEDRICK S. CRENSHAW DIRECTOR OF CLINICAL SERVICES PERRI SPEIGNER WITH CAREHERE, LLC

Catastrophic Medical Excess, Inc., President Buck Howard briefed the Commission regarding a Clinic Share Agreement with the City of Montgomery, Montgomery Water Works and Sanitary Sewer Board and CareHere Management, LLC. After discussion, the Commission agreed to place this item on the next agenda.

Associate Vice President of Operations Ledrick S. Crenshaw and Director of Clinical Services Perri Speigner with CareHere, LLC briefed the Commission regarding the First Amendment to the Health Center Share Agreement between Alliance Insurance Group, LLC, CareHere, LLC, and the Montgomery County Commission. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY PRESIDING CIRCUIT JUDGE JOHNNY HARDWICK

Presiding Circuit Judge Johnny Hardwick presented a proposed draft job description for the Chief Probation Officer. After discussion, the Commission agreed to place the final job description on a future agenda, subject to review by the County Administrator, and asked for a briefing before the next meeting.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding Amendment Number 1 to Contract with Cintas Corporation regarding a One (1) Year Extension, beginning May 7, 2019 and ending on May 6, 2020, for Corrections Staff Uniforms, Contract Number 52603-18B-012 for the Youth Facility. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding a Board Member appointment to the Montgomery County Community Punishment & Corrections Authority. Commissioner Harris stated that he does not have a recommendation for the replacement of Larry Spencer and would like to discuss this appointment at the next meeting.

Administrator Mims presented a letter from the Alabama Department of Revenue regarding nomination of persons for consideration as members of the County Board of Equalization, which is due August 15, 2019. The Commission agreed to make recommendations at a future meeting.

Administrator Mims presented a letter from President Matt Holdbrooks with Kid One Transport requesting funding for fuel expenses. After discussion, the Commission agreed to appropriate $8,000 from the Joint Designated Revenue Account to this organization.

Administrator Mims presented a letter from the Montgomery County Board of Education regarding withdrawal of their November 13, 2018 request to place a millage increase on the ballot.

Administrator Mims presented an email from Producer Stan Erdreich with River Bend Pictures regarding their Economic Impact Budget for Montgomery for the “Son of the South” movie. The Commission requested that Administrator Mims obtain information regarding the in-kind services the City of Montgomery is providing.

Administrator Mims presented a memorandum from Managing Director Kenneth C. Funderburk with STIFEL regarding debt financing with proceeds of the new gas tax.

Administrator Mims presented information regarding the Y.E.S. Foundation and stated that Executive Director Cederick Williams would like to discuss further his program with the Commission.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for 2019.

Administrator Mims presented the Revenue Reports for February 2019 from Tax and Audit Department.

Administrator Mims reminded the Commission that Board Chair Jenny Ives with Bridge Builders Alabama requested $25,000 for the program.

Administrator Mims reminded the Commission that Bishop Robert L. Brown with Shepherd's Ministries, Inc., requested $25,000 for the Effective Black Parenting Program.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Commissioner Sankey

The Pledge of Allegiance was led by Commissioner Singleton

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

COMMENTS BY ATTENDEES

Ms. Ashley Ledbetter, Executive Director of the Montgomery Area Business Committee for the Arts, said good morning and presented the Commission with a painting from MABCA. She stated that each year Montgomery Area Business Committee for the Arts gives the Commission a piece of art work for display in its offices. Ms. Ledbetter also gave an update on the Montgomery Book Bench Project. She said an RFP has been issued to artists who want to participate in the project. Ms. Ledbetter stated that the deadline for artists to respond to the RFP is May 17, 2019. Ms. Ledbetter thanked those Commissioners who have supported the project and identified where the benches will be located in their districts. Vice Chairman Walker asked Ms. Ledbetter to submit a graphic to promote the project on social media.

Mr. Jeffery Hubbard, a youth mentor, said good morning to everyone and stated that he attended Florida A&M University and later moved to Montgomery. He said he met Mr. William Levi Gaillard, Director of the Think Big Program, in October. Mr. Hubbard said Mr. Gaillard asked him to be the key note speaker at his Annual Super Bowling Event. He went on to say that Mr. Gaillard introduced him to a young man name Ronnie Lewis and he is now a mentor to the young man. He also said he met four other young men in similar circumstances. Mr. Hubbard stated that after personally seeing the need of mentoring, he believes this would be a unique opportunity to develop a county wide mentoring program for young men. Mr. Hubbard stated that he and Mr. Gaillard plan to implement a mentoring program and hopes the county will provide support for the program.

Ms. Sheila Lewis, a concerned parent and the mother of Ronnie Lewis, said that her son has made a tremendous change since participating in the mentoring program. She said his grades have improved and his entire attitude has also improved. Ms. Lewis said that she supports the mentoring program because it has helped her son. She also asked the Commission to support the mentoring program.

Mr. Patrick Woods of Lightsource BP greeted the Commissioners and said his company is currently developing Black Bear Solar project in Montgomery County. He said he came to request a 20-year, non-educational property tax abatement. Mr. Woods said the project will provide, on average, $150,000 a year in educational property taxes to the County for the first 20 years of the project life and approximately $5.5 million in taxes over the full 35 years of the life project. He stated that Lighthouse BP is developing similar projects across the state. Mr. Woods thanked the Commission for giving him an opportunity to speak.

Commissioner Harris asked the life of the project, and Mr. Woods stated the project life is 35 years. Commissioner Harris then asked if the land would be purchased or leased, and Mr. Woods stated that the land would be leased. Commissioner Harris asked how many employees would be employed, and Mr. Woods stated approximately two to three employees over the life of the project. Commissioner Harris asked a few more questions and expressed concern over granting a 20-year abatement for the creation of so few jobs.

Mr. Woods stated that he would encourage the County to embrace technology. Commissioner Sankey asked Mr. Woods if the education tax revenue totals for the schools accounted for depreciation, and Mr. Woods stated they did. Commissioner Sankey also asked if the property owner was entitled to the tax abatement as well as Lightsource BP. Mr. Woods explained that under the term of the lease Lightsource BP, not the landowner, will pay the property taxes.

Mr. William Levi Gaillard, Director of the Think Big Program, said good morning to everyone and said he was glad to be alive and was glad to be a part of the Commission process. Mr. Gaillard elaborated on the impact the Super Bowling Initiative is having within the community. He said he has been impacting lives with the Think Big Program for thirty years. Mr. Gaillard asked the Commissioners who had not donated to the Think Big Program to please do so because his executive director holds him responsible for raising funds for the program. Commissioner Harris asked Mr. Gaillard the name of the executive director. Mr. Gaillard said Jack Galassini of Galassini Advertising is the executive director. Commissioner Harris then asked Mr. Gaillard what his position is, and Mr. Gaillard stated he is the Director of Think Big Activities. He also said he will show a DVD of a presentation by Mr. Galassini at the next meeting.

APPROVAL OF MINUTES

Commissioner Sankey made a motion to approve the Minutes of the Regular Meeting of March 11, 2019. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Mims presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Singleton made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 5, are attached to these Minutes.)

PUBLICE HEARING

PUBLIC HEARING REGARDING PROJECT AGREEMENT BY AND AMONG THE CITY OF MONTGOMERY, MONTGOMERY COUNTY COMMISSION AND C. HAGER AND SONS HINGE MANUFACTURING CO.

Chairman Dean opened the Public Hearing and asked if anyone in the audience wanted to speak regarding the Project Agreement by and among the City of Montgomery, Montgomery County Commission and C. Hager and Sons Hinge Manufacturing Co.

Commissioner Sankey asked how the Public Hearing was advertised, and County Administrator Donald Mims said it was advertised in the Montgomery Advertiser.

Ms. Jessica Horsley, Director of Retention with the Montgomery Area Chamber of Commerce, briefed the Commission about C. Hager and Sons Hinge Manufacture. She stated that the project would provide at least 50 additional jobs. Commissioner Harris asked how many years Hager requested for tax abatement, and Ms. Horsley stated that the normal 10 years tax abatement is requested. Commissioner Harris also asked the amount of capital investment, and Ms. Horsley stated $22 million. Vice Chairman Walker asked if Hager requested $100,000 from the County and $150,000 from the City of Montgomery, and Ms. Horsley said that was correct. After no further questions or comments, Chairman Dean declared the Public Hearing closed. (Copy of Public Hearing Notice is attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION AND RELATED PROJECT AGREEMENT BY AND AMONG THE CITY OF MONTGOMERY, MONTGOMERY COUNTY COMMISSION AND C. HAGER AND SONS HINGE MANUFACTURING CO.

Commissioner Sankey made the motion to adopt the Resolution and Related Project Agreement by and among the City of Montgomery, Montgomery County Commission and C. Hager and Sons Hinge Manufacturing Co. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memoranda, Resolution, Agreement, and Attorney Gallion's Opinion, Agenda Pages 1-1 through 1-22, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION REGARDING ABATEMENT OF TAXES FOR PROJECT BLACKBEAR

Chairman Dean attempted to pass the gavel to Commissioner Harris, and Commissioner Harris stated that the gavel should be passed to Vice Chairman Walker. Prior to passing the gavel, Vice Chairman Walker made a motion to adopt the Resolution regarding Abatement of Taxes for Project Blackbear. Chairman Dean passed the gavel to Vice Chairman Walker and seconded the motion. Vice Chairman Walker stated that she made a motion to adopt the resolution and that Chairman Dean passed the gavel to her and seconded the motion. Vice Chairman Walker called for a show of hands of those in favor of the motion. Chairman Dean, Vice Chairman Walker and Commissioner Sankey raised their hands in favor of the motion. Vice Chairman Walker called for a show of hands of those in opposition to the motion. Commissioner Harris and Commissioner Singleton raised their hands in opposition, and the motion carried. (Copies of Memoranda, Resolution and Email, Agenda Pages 2-1 through 2-5, are attached to these Minutes.)

OMNIBUS VOTE

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

COUNTY COMMISSION – ADOPTED RESOLUTION TO CHANGE THE TIME AND LOCATION OF THE APRIL 8, 2019, COUNTY COMMISSION MEETING TO MT. ZION AME ZION CHURCH, WHICH IS LOCATED AT 455 W. JEFF DAVIS AVENUE, MONTGOMERY, ALABAMA. THE INFORMATION SESSION WILL BEGIN AT 4:00 P.M. WITH THE FORMAL SESSION AT 5:30 P.M.

As approved in the Omnibus Vote, Vice Chairman Walker made a motion to adopt the Resolution to Change the Time and Location of the April 8, 2019, County Commission Meeting to Mt. Zion AME Zion Church, which is located at 455 W. Jeff Davis Avenue, Montgomery, Alabama. The information session will begin at 4:00 p.m. with the formal session at 5:30 p.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 3-1, is attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION TO CHANGE THE TIME AND LOCATION OF THE JUNE 3, 2019, COUNTY COMMISSION MEETING TO ALDERSGATE UNITED METHODIST CHURCH, WHICH IS LOCATED AT 6610 VAUGHN ROAD, MONTGOMERY, ALABAMA. THE INFORMATION SESSION WILL BEGIN AT 5:00 P.M. WITH THE FORMAL SESSION AT 6:30 P.M.

As approved in the Omnibus Vote, Vice Chairman Walker made a motion to adopt the Resolution to Change the Time and Location of the June 3, 2019, County Commission Meeting to Aldersgate United Methodist Church, which is located at 6610 Vaughn Road, Montgomery, Alabama. The information session will begin at 5:00 p.m. with the formal session at 6:30 p.m.

The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 4-1, is attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION TO CHANGE THE TIME AND LOCATION OF THE AUGUST 5, 2019, COUNTY COMMISSION MEETING TO SOUTHLAWN BAPTIST CHURCH, WHICH IS LOCATED AT 5340 MOBILE HIGHWAY, MONTGOMERY, ALABAMA. THE INFORMATION SESSION WILL BEGIN AT 4:00 P.M. WITH THE FORMAL SESSION AT 5:30 P.M.

As approved in the Omnibus Vote, Vice Chairman Walker made a motion to adopt the Resolution to Change the Time and Location of the August 5, 2019, County Commission Meeting to Southlawn Baptist Church, which is located at 5340 Mobile Highway, Montgomery, Alabama. The information session will begin at 4:00 p.m. with the formal session at 5:30 p.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 5-1, is attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION TO CHANGE THE TIME AND LOCATION OF THE OCTOBER 7, 2019, COUNTY COMMISSION MEETING TO THE MONTGOMERY COUNTY ACTIVITY CENTER, WHICH IS LOCATED AT 147 OLD SCHOOL HOUSE ROAD, GRADY, ALABAMA 36036. THE INFORMATION SESSION WILL BEGIN AT 4:00 P.M. WITH THE FORMAL SESSION AT 5:30 P.M.

As approved in the Omnibus Vote, Vice Chairman Walker made a motion to adopt the Resolution to Change the Time and Location of the October 7, 2019, County Commission Meeting to the Montgomery County Activity Center, which is located at 147 Old School House Road, Grady, Alabama 36036. The information session will begin at 4:00 p.m. with the formal session at 5:30 p.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 6-1, is attached to these Minutes.)

End of Omnibus

COUNTY COMMISSION – APPROVED EASEMENT WITH THE ALABAMA POWER COMPANY FOR RIGHT-OF-WAY ACCESS AT THE COUNTY TRAINING FACILITY ON JANET WARNER ROAD

Vice Chairman Walker made a motion to approve the Easement with the Alabama Power Company for Right-of-Way Access at the County Training Facility on Janet Warner Road. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memoranda, Document, Map, and Attorney Gallion's Opinion, Agenda Pages 7-1 through 7-6, are attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED ADDENDUM TO MASTER AGREEMENT WITH THINKGARD REGARDING BACKUP AND DISASTER RECOVERY SYSTEM GROWTH REQUIREMENT

Vice Chairman Walker made a motion to approve the Addendum to Master Agreement with ThinkGard regarding Backup and Disaster Recovery System Growth Requirement. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Quote, Agenda Pages 8-1 through 8-3, are attached to these Minutes.)

YOUTH FACILITY – TABLED ACTION ON AGREEMENT WITH QCHC, INC., A/K/A QUALITY CORRECTIONAL HEALTH CARE FOR THE PROVISION OF HEALTH SERVICES FOR THE MONTGOMERY COUNTY YOUTH FACILITY

Commissioner Sankey made a motion to table action on the Agreement with QCHC, Inc., a/k/a Quality Correctional Health Care for the Provision of Health Services for the Montgomery County Youth Facility. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Attorney Gallion's Opinion, and Agreement, Agenda Pages 9-1 through 9-19, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH GULF STATES DISTRIBUTORS, INC., REGARDING A ONE (1) YEAR EXTENSION, BEGINNING APRIL 16, 2019 AND ENDING ON APRIL 15, 2020 AND A 5% PRICE INCREASE FOR LAW ENFORCEMENT LEATHER & ACCESSORIES, CONTRACT NUMBER 52110-18B-008

Commissioner Singleton made a motion to approve Amendment Number 1 to Contract with Gulf States Distributors, Inc., regarding a One (1) Year Extension, beginning April 16, 2019 and ending on April 15, 2020 and a 5% Price Increase for Law Enforcement Leather & Accessories, Contract Number 52110-18B-008. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 10-1 and 10-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED TO PAY 2019 DUES TO COOSA-ALABAMA RIVER IMPROVEMENT ASSOCIATION, INC., IN THE AMOUNT OF $4,000

Vice Chairman Walker made a motion to approve to pay the 2019 Dues to Coosa-Alabama River Improvement Association, Inc., in the Amount of $4,000. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Letter and Invoice, Agenda Pages 11-1 through 11-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Administrator Mims requested approval of the miscellaneous appropriations included in the Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests, and his fellow commissioners concurred.

Commissioner Sankey made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 12-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

Administrator Mims requested approval of the miscellaneous appropriations included in the Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests, and his fellow commissioners concurred.

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 13-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Administrator Mims requested approval of the miscellaneous appropriations included in the Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests, and his fellow commissioners concurred.

Commissioner Singleton made a motion to approve to the Miscellaneous Appropriations from Designated Revenue. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 14-1, is attached to these Minutes.)

BOARD OF REGISTRARS – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Commissioner Singleton made a motion to approve Budget Change Request Number 1, Board of Registrars. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 15-1, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED BUDGET CHANGE REQUEST NUMBER 2

Commissioner Singleton Approved Budget Change Request Number 2, Probate Judge's Office. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 16-1, is attached to these Minutes.)

TAX AND AUDIT – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Commissioner Harris made a motion to approve Budget Change Request Number 1, Tax and Audit. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 17-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED PERFORMANCE EVALUATION FOR 2017-2018 (CONSOLIDATED REPORT) FOR COUNTY ADMINISTRATOR

Commissioner Harris made a motion to approve the Performance Evaluation for 2017-2018 (Consolidated Report) for County Administrator. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Performance Evaluation Consolidated Report and Support Documents, Agenda Pages 18-1 through 18-8, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED JOB DESCRIPTION FOR DIRECTOR OF RISK MANAGEMENT

Vice Chairman Walker made a motion to approve the Job Description for Director of Risk Management. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Job Description, Agenda Pages 19-1 through 19-6, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED TO HIRE A COUNTY TRAFFIC CONTROL TECHNICIAN I AT PAY GRADE S04, STEP 04 ($28,861)

Commissioner Singleton made a motion to approve to Hire a County Traffic Control Technician I at Pay Grade S04, Step 04 ($28,861). The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 20-1, is attached to these Minutes.)

YOUTH FACILITY – APPROVED PROMOTIONAL PAY INCREASE FOR ACTING JUVENILE COURT ADMINISTRATOR BEVERLY WISE AT PAY GRADE A14, STEP 10

Vice Chairman Walker made a motion to approve the Promotional Pay Increase for Acting Juvenile Court Administrator Beverly Wise at Pay Grade A14, Step 10. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Letter, Agenda Pages 21-1 through 21-3, are attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED POSITION FILL REQUEST (1)

1. Community Corrections Officer, Position Number 300359002

Commissioner Singleton made a motion to approve the Position Fill Request. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 22-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUEST (1)

1. Corrections Officer Trainee, Position Number 500419140

Commissioner Singleton made a motion to approve the Position Fill Request. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 23-1, is attached to these Minutes.)

PROBATE JUDGE'S OFFICE – APPROVED POSITION FILL REQUESTS (2)

1. Administrative Support Specialist, Position Number 750015001
2. Tag and License Supervisor, Position Number 750052010

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 24-1 and 24-2, are attached to these Minutes.)

SHERIFF'S OFFICE –APPROVED POSITION FILL REQUESTS (2)

1. Deputy Sheriff Trainee, Position Number 550430051
2. Deputy Sheriff Trainee, Position Number 550430118

Commissioner Harris made a motion to approve the Position Fill Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 25-1 and 25-2, are attached to these Minutes.)

YOUTH FACILITY – APPROVED POSITION FILL REQUESTS (3)

1. Relief Juvenile Detention Officer, Position Number 910300004
2. Relief Juvenile Detention Officer, Position Number 910300005
3. Relief Juvenile Detention Officer, Position Number 910300007

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 26-1 through 26-3, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (8)

DEPARTMENTS	TRAVEL/TRAINING REQUESTS
1. County Commission	Request Number 16
2. Finance Department	Request Number 4
3. Sheriff's Office	Request Number 23
4. Appraisal Department	Request Numbers 6, 7, 8 and 9
5. Community Corrections	Request Number 3

Commissioner Singleton made a motion to approve the Travel/Training Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of the Travel/Training Requests, Agenda Pages 27-1 through 27 -8, are attached to these Minutes.)

WAIVE RULES

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

COUNTY COMMISSION – ADOPTED RESOLUTION HONORING PRESIDENT RANDALL L. GEORGE WITH THE MONTGOMERY AREA CHAMBER OF COMMERCE FOR HIS YEARS OF SERVICE TO THE COMMUNITY

Vice Chairman Walker made a motion to adopt the Resolution Honoring President Randall L. George with the Montgomery Area Chamber of Commerce for his Years of Service to the Community. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 28-1, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Commissioner Singleton apologized for having to leave immediately after the meeting to travel to Auburn to watch his daughter play in a golf tournament. He said that if anyone needed to speak with him, please call him on his cell home.

Commissioner Sankey said good morning to everyone and thanked everyone for attending the meeting, including his wife.

Vice Chairman Walker said she would like to thank her colleagues and everyone who supported That's My Child new restaurant "That's my Dog Jr". She encouraged everyone to continue to support them.

Chairman Dean said good morning and thanked everyone for attending the meeting. He also said he would like to commend the Montgomery Advertiser for attending the Montgomery County Commission meetings and challenged each one to tell the public what a great job the Commission is doing.

Commissioner Harris said good morning and thanked everyone for attending the meeting. He explained why he voted against the agreement for a 20-year tax abatement for Lightsource BP. He said he did not believe it was a good deal and the Commission made a bad vote.

ADJOURNMENT

Commissioner Singleton made a motion to adjourn the meeting of the Montgomery County Commission on March 25, 2019, at 10:13 a.m. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission.

AGENDA

MAR 25 2019

3-25-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 3-8-19

Check Number	To	Check Number
284988		285033
Total Checks Paid		$239,171.04

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

AGENDA

MAR 25 2019

3-25-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 3-8-19

Check Number	To	Check Number
285034		285131
Total Checks Paid		$434,126.23

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

3-25-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 3-15-19

Check Number	To	Check Number
285132		285187
Total Checks Paid		$576,708.70

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

3-25-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 3-15-19

Check Number	To	Check Number
285188		285271
Total Checks Paid		$781,023.95

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

3/25/19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 3/15/19

Payroll Check Number	131853	To	Payroll Check Number	131913	$	45,914.63
Direct Deposits					$	877,011.34
Payroll Check Number	131914	To	Payroll Check Number	131933	$	255,270.87
Direct Deposits					$	401,497.65
Federal Deposits					$	301,186.91
Total Payroll Paid					$	1,880,881.40

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

AGENDA

MAR 25 2019

NOTICE OF PUBLIC MEETING

NOTICE IS HEREBY GIVEN that at 8:00 a.m. on Monday, March 25, 2019, the Montgomery County Commission ("Commission") for Montgomery County, Alabama ("County") will hold a regular meeting in the Commission's chambers located at 101 South Lawrence Street in Montgomery, Alabama. Such regular meeting will constitute a public meeting. One of the purposes of the public meeting will be to consider, discuss, vote upon, and take action on the adoption of a resolution (A) approving and authorizing (i) the granting of a monetary incentive in the amount of $100,000 from the County to C. Hager and Sons Hinge Manufacturing, Co., upon certain conditions being met, as an advance credit against capital expenditures to be made by C. Hager and Sons Hinge Manufacturing, Co. for purposes of C. Hager and Sons Hinge Manufacturing, Co. locating, constructing, furnishing and equipping a manufacturing and distribution facility with new manufacturing equipment within the County limits, and (B) ratifying, authorizing, and approving the execution, delivery and performance by the County of the Project Agreement to be entered into by and among the City of Montgomery, the County and C. Hager and Sons Hinge Manufacturing, Co. ("Project Agreement"). These credits and things of value are in consideration of, among other items, the agreements of C. Hager and Sons Hinge Manufacturing, Co. to expend approximately $22,000,000 in capital investment for the design, engineering, construction, furnishing and equipping of the Project and to employ 254 Full-Time Employees, in total, at established levels of wages and to maintain such employment levels for periods of time as specified in the Project Agreement, and Hager Company's agreement to repay certain amounts if construction of the Project is not announced (as defined in the Project Agreement) or operations are not commenced (as defined in the Project Agreement) at the Project within the certain time periods or if target levels of employment at established wage rates are not met or maintained or if other conditions contained therein are not met. The County believes that the construction, equipping and furnishing of the Project and the additional improvements thereto will, inter alia, have at least the following public benefits: promote and continue economic and industrial development within the county, create additional jobs, increase median wage rates, expand the tax base and otherwise promote the health, welfare and prosperity of the citizens of the County. The identity of the business entity for whose benefit the County proposes to use and grant public funds is C. Hager and Sons Hinge Manufacturing, Co., an Alabama corporation. This notice is being given in accordance with Amendment 713 of the Alabama Constitution of 1901, as amended, as the expenditure of funds by the County is for the purpose of promoting local economic and industrial development within the corporate limits of the County.

Given on this ___ day of March, 2019.

MONTGOMERY COUNTY COMMISSION

Elton N. Dean, Sr.
CHAIRMAN
Ronda M. Walker
VICE CHAIRMAN
Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

Donald L. Mims, CPA, MPA
ADMINISTRATOR
Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA
MAR 25 2019

March 21, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Project Agreement regarding C. Hager and Sons Hinge Manufacturing Co.

The Montgomery County Commission, at its meeting on March 11, 2019, agreed to place on the next agenda a Resolution and related Project Agreement by and among the City of Montgomery, Montgomery County Commission and C. Hager and Sons Hinge Manufacturing Co.

I am requesting that the Commission adopt this Resolution and related Project Agreement.

DLM/tn

Attachments

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

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RESOLUTION NO. __________

WHEREAS, C. Hager & Sons Hinge Manufacturing Co., Inc. ("the Company") has determined to expand its existing facilities (the "Existing Facility") in Montgomery, Alabama which manufactures components and assemblies used in the manufacturing of industrial-grade door hinges and accessories; and

WHEREAS, the expanded facility (the "Expanded Facility" or the "Project") will maintain the two-hundred-four (204) Full-Time Employees currently employed by the Company at its Existing Facility; and,

WHEREAS, the Company commits to employ not less than fifty (50) additional Full-Time Employees with a Capital Investment by Company or its owners and their affiliates in expanding the Facility to be at least twenty-two-million dollars ($22,000,000.00); and

WHEREAS, the City of Montgomery ("City") and the Montgomery County Commission ("County"), in reliance on the Company's representations of the total capital investment by the Company, employment and wage levels, and the construction, performance and operation schedule for the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City and County and the citizens thereof, have determined that it is in the best public interest to commit to make available to the Company certain incentives in the manner and amounts described herein, subject to existing law, as presently interpreted and construed.

NOW, THEREFORE, BE IT RESOLVED that the Montgomery County Commission hereby authorizes the provision of certain financial incentives to satisfy the County's commitment for the Project Agreement attached as Exhibit A with the Company.

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ELTON N. DEAN, SR.,
CHAIRMAN, MONTGOMERY COUNTY COMMISSION

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, Donald L. Mims, County Administrator for Montgomery County, Alabama, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution which was duly adopted by the Montgomery County Commission, at its regular meeting held the 25th day of March, 2019.

GIVEN under my hand and the official SEAL of the Montgomery County Commission, this the ________ day of March, 2019.

DONALD L. MIMS, COUNTY ADMINISTRATOR,
Witness

PROJECT AGREEMENT

BY AND AMONG

THE CITY OF MONTGOMERY,

MONTGOMERY COUNTY COMMISSION,

and

C. HAGER and SONS HINGE MANUFACTURING CO.

1-4

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into by and among the **CITY OF MONTGOMERY** (the "City"), **MONTGOMERY COUNTY COMMISSION** (the "County") and **C. HAGER and SONS HINGE MANUFACTURING CO.** (the "Company"). The City, the County and the Company are each a "Party" to this Agreement and are collectively referred to as the "Parties". The City and the County are collectively referred to as the "Governmental Entities".

RECITALS

WHEREAS, the Company wishes to expand its existing facilities (the "Existing Facility") in Montgomery, Alabama which manufactures components and assemblies used in the manufacturing of industrial-grade door hinges and accessories (the expanded facility being referred to herein as the "Expanded Facility" or the "Project") wherein it will maintain the two-hundred-four (204) Full-Time Employees currently employed by the Company at its Existing Facility earning at least the average wage and/or salary currently paid to such Full-Time Employees which is $15.51 exclusive of benefits (the "Existing Employees") and commits to employ not less than fifty (50) additional Full-Time Employees with a Capital Investment by the Company or its owners and their affiliates in expanding the Facility to be at least twenty-two-million dollars ($22,000,000.00); and

WHEREAS, in reliance on the Company's representations of the total capital investment by the Company, employment and wage levels, and the construction, performance and operation schedule for the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City and County and the citizens thereof, the Governmental Entities have committed to make available to the Company certain incentives in the manner and amounts described herein, subject to existing law, as presently interpreted and construed.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the parties hereby enter into this Agreement on the following terms and conditions:

1. **Scope of Agreement.** This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments, and representations set out in the Recitals, as well as all exhibits, attachments, or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. **The Company's Commitments, Representations and Warranties.** In consideration of the Governmental Entities providing the incentives described herein, the Company makes the following commitments to the Governmental Entities:

(a) The Company acknowledges that the citizens of Alabama, Montgomery County, and the City of Montgomery anticipate the prompt receipt of substantial economic benefit to the local economies in return for the investment of public money in the Project, and the Company agrees to diligently prosecute the development of the Project, Announcement of the expansion of the Facility not later than June 30, 2019, and Commencing Operations at the Expanded Facility not later than December 31, 2024. For the purposes of this Agreement, "Commence Operations" or "Commencement of Operations" shall mean that operations at the Expanded Facility are the manufacturing/distribution of components and assemblies used in the manufacturing/distribution of industrial-grade door hinges and accessories. at the Expanded Facility. For the purpose of this Agreement, "Commence Construction" or "Commencement of Construction" means that physical work is being performed daily, using appropriate equipment and manpower to develop, construct and equip the Expanded Facility and install necessary infrastructure to accomplish the objectives of the Project.

(b) In furtherance of this Project, not later than December 31, 2024, the Company shall have invested in the Facility from its resources not less than twenty-two-million dollars ($22,000,000.00).

(c) Not later than twelve (12) months from the IDB Board approval date (the "Initial Jobs Target Date") the Company shall employ, in addition to two-hundred-four (204) Existing Employees earning at least an average of $15.51 per hour, exclusive of benefits, at least twenty-five (25) new Full-Time Employees at the Expanded Facility (the "Initial Jobs Target"), with an average wage of at least $17.04 per hour, exclusive of benefits (the "Required Employee Pay Scale").

(d) Not later than twenty-four (24) months from the IDB Board approval date (the "Final Jobs Target Date") the Company shall employ, in addition to two-hundred-twenty-nine (229) Existing Employees as of the Initial Jobs Target Date earning at least $15.51 per hour, exclusive of benefits, at least twenty-five (25) new Full-Time Employees at the Expanded Facility (the "Final Jobs Target"), with an average wage at least equal to the Required Employee Pay Scale.

(e) The Company shall give good-faith consideration to Alabama-based contractors and vendors and Alabama residents to provide products and services in developing, constructing, and operation of the Project. Contractors and vendors selected by the Company shall be in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

(f) The Company shall give good faith consideration for employment at the Project to qualified Alabama residents, subject in all cases to the Company's then usual and customary hiring policies.

(g) The Company shall make available adequate funding to complete the development and construction of the Facility and conduct the Company's business.

(h) The Company is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in compliance with all Alabama laws applicable to its operations throughout the duration of this Agreement. 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.

(i) The Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment;

(j) The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law and (ii) to the extent that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Company to enter into this Agreement and make the commitments contained in this Agreement, any such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. Upon request by any of the Governmental Entities, reasonable documentation of the foregoing authority and action shall be provided by the Company to the Governmental Entities. The Company's legal counsel upon request shall furnish an opinion of counsel to the Governmental Entities in a form reasonably satisfactory to the Governmental Entities as to the matters set out in Subsections 3(h) and 3(i). In addition, upon request of any Governmental Entity, the Company's legal counsel shall furnish an opinion as to any other matters described herein requested by any Governmental Entity.

3. Commitments of the Governmental Entities.

(a) In consideration of the Company expanding the Facility and conducting the business operations at the Project Site as described in the Recitals to this Agreement and the economic benefit to the State and local community to be

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realized from that operation, the City of Montgomery and the County of Montgomery shall make available two-hundred-fifty-thousand dollars ($250,000), payable in four (4) installments, with 60% of each of said payments being paid by the City of Montgomery (for a total of $150,000), and 40% of each of said payments being paid by the County of Montgomery (for a total of $100,000), to reimburse the Company for capital expenses incurred in acquiring, developing, constructing and equipping the Expanded Facility as follows:

(i) Provided that the Company has satisfied all conditions precedent, and is not otherwise in default under this Agreement, the first installment payment shall be available to the Company in the amount of eighty-three-thousand-three-hundred dollars ($83,300.00) as soon as practicable after the Company announces commencement of the Project described herein.

(ii) Provided that the Company has reached the Initial Jobs Target (which shall constitute 25 of the targeted 50 new jobs) **and** has administered ½ of its Capital Investment (which shall constitute eleven-million dollars ($11,000,00.00)) on or before the Initial Jobs Target Date (not later than twelve (12) months after the IDB Board approval date), has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the second installment payment shall be available to the Company in the amount of eighty-three-thousand-three-hundred dollars ($83,300.00) as soon as practicable after the Company reaches the Initial Jobs Target.

(iii) Provided that the Company has reached the Final Jobs Target on or before the Final Jobs Target Date (not later than twenty-four (24) months after the IDB Board approval date), has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the third installment payment shall be available to the Company in the amount of forty-one-thousand-seven-hundred dollars ($41,700.00) as soon as practicable after the Company reaches the Final Jobs Target.

(iv) Provided that the Company has reached the Full Capital Investment of twenty-two-million dollars ($22,000,000.00) by December 31, 2024, has satisfied all other conditions precedent, and is not otherwise in default under this Agreement, the fourth and final installment payment shall be available to the Company in the amount of forty-one-thousand-seven-hundred dollars ($41,700.00) as soon as practicable after December 31, 2024.

The City and County represent and warrant to the Company that no payments from the City or County to the Company will be funded by economic development grants or other funds from the State. The payment may be reduced by the State by the amount of any City and County payments made to the Company which are funded directly by economic development grants or other funds from the State.

(b) Payment to the Company by the City and County under this Section 3 shall be in accordance with procedures mutually acceptable to the City, County and Company.

4. **Recapture of Incentives.**

(a) The Company acknowledges that the incentives offered by the City are based, in part, on the estimated economic impact that will be realized from the Company's capital investment and additional payroll, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company agrees to the following provisions for recapture by the City of cash incentives that it has paid to or for the benefit of the Company:

(i) If the Company has announced commencement but does not satisfy the Initial Jobs Target on or before the Initial Jobs Target Date (not later than twelve (12) months after the IDB Board approval date), or does not satisfy the administration of ½ of its $22,000,000 capital investment ($11,000,000) by the Initial Jobs Target Date (not later than twelve (12) months after the IDB Board approval date), the Company shall pay to the City and/or County the second installment or any portion thereof which it has received from the City within thirty (30) days after the Initial Jobs Target Date.

(ii) If the Company has achieved the Final Jobs Target and administered ½ of its $22,000,000 capital investment, and received the first, second, and third installments from the City as required by Section 3, the Company shall pay to the City two-thousand-nine-hundred-forty-one and no hundredths ($2,941.00) for each Full-Time Employee (or fraction thereof based on the Monthly Average as defined herein), for any or part of a year, of that portion of the Jobs Maintenance Period, 3 years, occurring after the Company achieves the Final Jobs Target, that the Total Number of Full-Time Employees is less than the Final Jobs Target. If the Company has received some but less than all of the first, second, and third installments, the amount per job in the formula above shall be replaced by an amount equal to .0125 times the amount received.

(iii) Not later than December 31st of each year during the Jobs Maintenance Period, 3 years, and/or at such other times as the City may request, the Company shall furnish to the City a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an officer of the Company, certifying that the Company has, or has not, met this obligation. The City may require the Company to provide such other documentation which the City deems necessary to confirm the Company's certification. Any payment due to the City under the provisions of this section shall be paid with the Certificate of Compliance.

(b) The Company acknowledges that the incentives offered by the County are based, in part, on the estimated economic impact that will be realized from the Company's capital investment and additional payroll, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company agrees to the following provisions for recapture by the County of cash incentives that it has paid to or for the benefit of the Company:

(i) If the Company has announced commencement but does not satisfy the Initial Jobs Target on or before the Initial Jobs Target Date (not later than twelve (12) months after the IDB Board approval date), or does not satisfy the administration of ½ of its $22,000,000 capital investment ($11,000,000) by the Initial Jobs Target Date (not later than twelve (12) months after the IDB Board approval date), the Company shall pay to the City and/or County the second installment or any portion thereof which it has received from the City within thirty (30) days after the Initial Jobs Target Date.

(ii) If the Company has achieved the Final Jobs Target and administered ½ of its $22,000,000 capital investment, and received the first, second, and third installments from the City as required by Section 3, the Company shall pay to the County one-thousand-nine-hundred-sixty and no hundredths ($1,960.00) for each Full-Time Employee (or fraction thereof based on the Monthly Average as defined herein), for any or part of a year, of that portion of the Jobs Maintenance Period, 3 years, occurring after the Company achieves the Final Jobs Target, that the Total Number of Full-Time Employees is less than the Final Jobs Target. If the Company has received some but less than all of the first, second, and third installments, the amount per job in the formula above shall be replaced by an amount equal to .0125 times the amount received.

(iii) Not later than December 31st of each year during the Jobs Maintenance Period, 3 years, and/or at such other times as the County may request, the Company shall furnish to the County a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an officer of the Company, certifying that the Company has, or has not, met this obligation. The County may require the Company to provide such other documentation which the County deems necessary to confirm the Company's certification. Any payment due to the County under the provisions of this section shall be paid with the Certificate of Compliance.

(c) Notwithstanding anything contained herein to the contrary, the maximum recapture amount that any Governmental Entity may recover from the Company will be the amount actually received by the Company from such Governmental Entity under Section 3.

(d) The right of the Governmental Entities to recapture incentives shall survive the termination of this Agreement.

(e) For purposes of this Agreement a year of the Jobs Maintenance Period shall be any twelve-month period during the Jobs Maintenance Period beginning on either the first day of the Jobs Maintenance Period or the first two (2) anniversaries thereof and ending on the immediately following anniversary thereof. The Jobs Maintenance Period is a total of 3 years. The initial 25 hires Maintenance Period is 36 months after the IDB Board approval date. The final 25 hires (50 total hires) Maintenance Period is 48 months after the IDB Board approval date.

5. Grounds for Termination of the Obligations of the Governmental Entities.

The obligations hereunder of any Governmental Entity may be terminated by that respective entity upon the occurrence of any of the following events:

(a) Failure of the Company to achieve either the Initial Jobs Target or Final Jobs Target by the date specified herein, or to maintain either of such jobs targets as required by the terms of this Agreement.

(b) Failure of the Company to administer at least ½ of the $22,000,000 Capital Investment ($11,000,000) by not later than twelve (12) months after the IDB Board approval date, as required by the terms of this Agreement.

(c) Failure of the Company to administer the full Capital Investment amount of $22,000,000 by December 31, 2024, as required by the terms of this Agreement.

(d) Failure of the Company to file any Certificate of Compliance that is required by the terms of this Agreement.

(e) The determination by any Governmental Entity that any representation made by the Company or its agents to induce the Governmental Entities or any agency or subdivision thereof to offer incentives to the Company are not true in any respect.

(f) Failure of the Company to Announce by the date specified in the Company's Commitments, Representations and Warranties.

(g) Failure of the Company to Commence Operations at the Facility by the date specified in the Company's Commitments, Representations and Warranties or to meet its Capital Commitment by the date specified in Section 2.

(h) Failure of the Company to meet any other commitment or satisfy any other of its obligations that relate to the Project described herein or to a local government or private economic development organization relating in any way to such Project.

(i) A Change of Control of the Company that occurs during or before the expiration of the Jobs Maintenance Period. In the event of a termination due to a Change of Control all funds paid by any Governmental Entity shall at the option of that Governmental Entity to the Company under Section 3(a) be immediately due and payable by the Company to that Governmental Entity.

7. **Costs and Expenses.** Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

8. **Assignment.** This Agreement is not assignable, except that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any affiliate of the Company that agrees to assume assigned obligations of the Company in and to the Project; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the Company under this Agreement unless specifically excused there from by the Governmental Entity to whom such obligation is owed, to be expressed in writing and signed by an authorized representative of the applicable Governmental Entity.

9. **Further Assurances.** The Parties agree to do all things and take all reasonably necessary actions permitted by law required by this Agreement, to assist and enable the Company to establish the Facility during expansion thereof and on an ongoing basis thereafter, including without limitation, the obtaining, negotiation, execution, and delivery of all necessary or desirable agreements, filings, consents, authorizations, approvals, licenses, or deeds in accordance with the typical procedures of the applicable Governmental Entity.

10. **Section Titles and Headings.** The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

11. **Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

12. **Waivers.** Waiver of any of the obligations of any Party under this Agreement will be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use reasonable efforts to secure such approval or authorization.

13. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

14. **Notices.** All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

To The City of Montgomery, Alabama:

Todd Strange
Mayor, City of Montgomery
City Hall/Room 206
103 North Perry Street St.
Montgomery, Alabama 36102

To Montgomery County, Alabama

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

To the Montgomery Area Chamber of Commerce:

Jessica Horsley
Director, Corporate Development
P. O. Box 79
Montgomery, Alabama 36101

To The Company:

William B. Yeomans
150 Folmar Parkway
Montgomery, Alabama 36105

With a copy to:

Hager Companies
139 Victor St.
St. Louis, MO 63141
Attn: Brian Josephson

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section.

15. Definitions. For the purposes of this Agreement, the following terms shall have the meanings set out in this Section:

"Effective Date" means the date upon which this Agreement is signed by the Mayor, City of Montgomery, and Chairman, Montgomery County Commission.

"Full-Time Employee" shall mean a person (a) who is being paid directly by the Company for working at the Facility for not less than thirty-six (36) hours per work week, excluding executive managers and any and all personnel whose workday is not fully dedicated to the Facility , (b) who the Company identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Industrial Relations on returns or reports filed with the foregoing, including but not limited to, IRS Form 941 and (c) who is eligible to participate under such benefit plans as are generally applicable to employees holding positions of like kind and character within either the company or other members of its control group within the United States of America.

"Monthly Average" shall be calculated on an annual basis for each applicable year. The Monthly Average shall be calculated by taking the total number of Full-Time Employees working at the facility at the end of each month in the applicable time period and dividing that sum by twelve (12).

"Change of Control" shall mean either:

(i) the acquisition by any "Person" (as the term "person" is used for the purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of direct or indirect beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of the combined voting power of the then-outstanding securities of the Company entitled to vote in the election of directors, or

(ii) The consummation of a merger, consolidation, reorganization, statutory share exchange, or similar form of corporate transaction involving the Company, the sale or other disposition of all or substantially all of the Company's assets.

16. Indemnification. The Company shall release, save, hold harmless, and indemnify the Governmental Entities, their elected officials, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims arising from or in connection with this Agreement or the Project (except for those claims arising out of the gross negligence of intentional misconduct of one or more of the Indemnified Parties), arising from the Company's breach or default in the performance of any obligation herein, or arising from or in connection with any activity of the Company or any of the Company's agents, contractors, or employees in connection with the Project, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from the applicable Governmental Entity, shall defend the same at the Company's expense by counsel reasonably satisfactory to the applicable Governmental Entity. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the improvements of the Project. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

17. Entire Agreement; Amendment. This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

[signature pages follow]

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

CITY OF MONTGOMERY

By: ______________________,

____
DATE

Its______________________

Signature Page for Project Gear Project Agreement

MONTGOMERY COUNTY COMMISSION

By: ______________________,

Its______________________

____
DATE

Signature Page for Project Gear Project Agreement

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HAGER COMPANIES

By: ______________________,

Its______________________

____
DATE

Signature Page for Project Gear Project Agreement

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EXHIBIT A
TO PROJECT AGREEMENT BY AND AMONG
THE CITY OF MONTGOMERY,
MONTGOMERY COUNTY COMMISSION,
And
C. HAGER AND SONS HINGE MANUFACTURING CO.

REQUEST FOR PAYMENT NO. ______

DATE: ________________________

TO: DEBT MANAGEMENT DIVISION
ALABAMA DEPARTMENT OF FINANCE
100 NORTH UNION STREET; SUITE 224
MONTGOMERY, AL 36130-2617

FROM RECIPIENT: ____

RE: PROJECT ____

PROJECT AGREEMENT DATED: ___________________________

AMOUNT REQUESTED: $___________________________

Pursuant to the Project Agreement for this Project, Recipient hereby requests payment in the amount specified above. Recipient certifies that all conditions for payment under the terms of the Project Agreement have been satisfied and that the expenditures for which reimbursement is being requested qualify for reimbursement under the Project Agreement and that each has been paid.

Submitted with this Request for Payment are invoices or other evidence of documentation of these expenses and the payment thereof.

C. HAGER and SONS HINGE
MANUFACTURING CO.

By: __________________________
Its: Authorized Representative

1-20

Haskell | Slaughter
attorneys at law

Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117
t. 334.265.8573 | f. 334.264.7945

TT6

MEMORANDUM

March 20, 2019

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Project Agreement regarding C. Hager and Sons Hinge Manufacturing Co.

I have reviewed your memorandum of March 18, 2019, regarding a Project Agreement by and among the City of Montgomery, Montgomery County Commission and C. Hager and Sons Hinge Manufacturing Co., and related Resolution. I have reviewed the Project Agreement with Exhibit and the Resolution.

The Agreement and Resolution are acceptable as is. The Agreement will be binding on all parties upon execution.

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

50051-317

1-21

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

March 18, 2019

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Project Agreement regarding C. Hager and Sons Hinge Manufacturing Co.

Attached is a Project Agreement by and among the City of Montgomery, Montgomery County Commission and C. Hager and Sons Hinge Manufacturing Co., and related Resolution.

Please review and issue your opinion by Wednesday, March 20, 2019, as to whether the Project Agreement and Resolution are acceptable.

As always, thank you for your assistance.

DLM/tn

Attachments

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

1-22

AGENDA

MAR 25 2019

March 18, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator

SUBJECT: Project Black Bear

At its meeting on March 11, 2019, the Commission agreed to place on the next agenda a resolution to authorize permissible abatements for non-educational ad valorem taxes for the maximum exemption period, constructional related transactional taxes and mortgage and recording taxes under Tax Incentives Reform Act of 1992 for Project Blackbear.

I request that the resolution be placed on the next agenda, pursuant to the Commission's discussion at the previous meeting.

2-1

RESOLUTION OF THE MONTGOMERY COUNTY COMMISSION

WHEREAS, the Montgomery County Commission (the "Commission") has been approached by BLACKBEAR ALABAMA SOLAR 1, LLC, a Delaware limited liability company (the "Company"), desiring to acquire, construct and equip and solar power facility in Montgomery County, Alabama (the "County"), such project having a North American Industry Classification System code of 221114 (herein referred to as the "Project"); and

WHEREAS, the Project is expected to consist of approximately $103,551,560 in capital expenditures relating to the acquisition, construction and equipping of the facility and to create 2 full-time jobs within 4 years of commencement of operations.

WHEREAS, in connection with the Project, the Company has requested that the Commission consent to abatements for non-educational ad valorem taxes for the maximum exemption period, construction related transaction taxes and mortgage and recording taxes permitted under the Tax Incentives Reform Act of 1992 (ALA. CODE §40-9B-1 *et seq.*), as amended (the "Act"); and

WHEREAS, pursuant to §40-9B-5(b) of the Act, the County is willing to consent to grant by The Industrial Development Board of the City of Montgomery (herein the "IDB") of permissible abatements under the Act for the County's portion of non-educational ad valorem taxes for the maximum exemption period under the Act, including, without limitation, for years 11 through 20 of the maximum exemption period under the Act, the construction related transaction taxes (other than those local construction related taxes levied for educational purposes or for capital improvements for education; the construction related transaction taxes, excluding local construction related transactional taxes levied for educational purposes or for capital improvements, are herein referred to as "Transaction Taxes"), and mortgage and recording taxes for the Project.

NOW THEREFORE, BE IT RESOLVED, that the Commission, pursuant to §40-9B-5(b)(2) of the Act, does hereby consent to the grant by the IDB of abatements of the County's portion of non-educational ad valorem taxes for the maximum exemption period under the Act, including, without limitation, the abatement of non-educational ad valorem taxes imposed by the County for years 11 through 20 of the maximum exemption period under the Act, the Transaction Taxes and mortgage and recording taxes as permitted under the Act, for the Project and to provide the County's consent on its behalf; and

BE IT RESOLVED, FURTHER, the Chairman of the Commission is hereby further authorized and directed to execute, deliver, seal and attest such other ancillary documents and certificates as may be necessary to effect the transaction authorized by this resolution, and the Chairman's signature thereon shall be conclusive evidence of the due exercise of this authority.

2-2

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

By: ______________________________
Chairman

ATTEST:

____
County Administrator

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

March 20, 2019

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Resolution regarding Project Blackbear

Attached is a Resolution regarding Project Blackbear.

Please review and issue your opinion by Noon, Thursday, March 21, 2019, as to whether the Resolution is acceptable.

As always, thank you for your assistance.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

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Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

2-4

Tammy Nix

From: Ellen McNair <Emcnair@montgomerychamber.com>
Sent: Monday, March 18, 2019 3:19 PM
To: Donald Mims; Florence Cauthen
Subject: Resolution for abatements years 11-20
Attachments: BLACKBEAR ALABAMA SOLAR 1, LLC. Montgomery County Commission Resolution (04784928-3x80C68).docx

For your review. Thank you, Ellen

From: Jon Mills <JMills@maynardcooper.com>
Sent: Monday, March 18, 2019 2:51 PM
To: Ellen McNair <Emcnair@montgomerychamber.com>
Cc: Dave Cooper <DCooper@maynardcooper.com>
Subject: RE: AL Dept. of Revenue Project Black Bear Tax Analysis

Ellen,

Please see the attached revised abatement documents that should have the correct investment and jobs numbers. Sorry for the mix up.

Thanks,
Jon

2-5

AGENDA

MAR 25 2019

RESOLUTION

WHEREAS, the County Commission wishes to host a regular meeting in each commission district in 2019; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the April 8, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to Mt. Zion AME Zion Church which is located at 455 W. Jeff Davis Avenue, Montgomery, Alabama. The information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location and time, as stated above for the April 8, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, to Mt. Zion AME Zion Church.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 25th day of March 2019.

BY:____________________________

Chairman

ATTEST: ____________________________

County Administrator

3-1

AGENDA

MAR 25 2019

RESOLUTION

WHEREAS, the County Commission wishes to host a regular meeting in each commission district in 2019; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the June 3, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to Aldersgate United Methodist Church, which is located at 6610 Vaughn Road, Montgomery, Alabama. The information session will begin at 5:00 p.m., with the formal session at 6:30 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location and time, as stated above for the June 3, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, to Aldersgate United Methodist Church.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 25th day of March 2019.

BY:______________________________
Chairman

ATTEST: ____________________________
County Administrator

4-1

AGENDA

MAR 25 2019

RESOLUTION

WHEREAS, the County Commission wishes to host a regular meeting in each commission district in 2019; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the August 5, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to Southlawn Baptist Church, which is located at 5340 Mobile Highway, Montgomery, Alabama. The information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location and time, as stated above for the August 5, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, to Southlawn Baptist Church.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 25th day of March 2019.

BY:____________________________
Chairman

ATTEST: ____________________________
County Administrator

S-1

AGENDA

MAR 25 2019

RESOLUTION

WHEREAS, the County Commission wishes to host a regular meeting in each commission district in 2019; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the October 7, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to the Montgomery County Activity Center, which is located at 147 Old School House Road, Grady, Alabama 36036. The information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location and time, as stated above for the October 7, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, to the Montgomery County Activity Center.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 25th day of March 2019.

BY:____________________________
Chairman

ATTEST: ____________________________
County Administrator

6-1

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

MAR 25 2019

March 21, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Easement with Alabama Power Company

The Montgomery County Commission, at its meeting on March 11, 2019, agreed to place on the next agenda an Easement with Alabama Power Company for right-of-way access at the County Training Facility on Janet Warner Road.

I am requesting that the Commission approve this Easement.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

7-1

APC Document # ____________________

EASEMENT – POLE LINE

STATE OF ALABAMA

COUNTY OF MONTGOMERY

This instrument prepared by: Al Wyckoff

Alabama Power Company
Corporate Real Estate
P. O. Box 160
Montgomery, AL 36101

KNOW ALL MEN BY THESE PRESENTS, That the undersigned COUNTY OF MONTGOMERY, (hereinafter known as "Grantors", whether one or more) for and in consideration of One and No/100 Dollar ($1.00) and other good and valuable consideration paid to Grantors in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns (hereinafter the "Company"), the following easements, rights, and privileges:

The right from time to time to construct, install, operate and maintain upon, over and across the Property described below, all poles, towers, wires, fiber optics, cables, communication lines, transclosures, transformers, anchors, guy wires and other facilities useful or necessary in connection therewith (collectively, the "Facilities") for the overhead transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's Facilities are to be installed. The width of the Company's right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

The Company is further granted all the rights or privileges necessary or convenient for the full enjoyment and use of said right of way for the purposes above described, including, without limitation, the right of ingress and egress to and from said Facilities, as applicable, the right to excavate for installation, replacement, repair and removal of said Facilities, the right in the future to install and utilize intermediate poles and facilities on said right of way, the right to install, maintain, and use anchors and guy wires on land adjacent to said right of way, and also the right to cut, remove, and otherwise keep clear any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said right of way, as applicable. Further, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the aforementioned right of way that, in the opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean the real property more particularly described in that certain instrument recorded in DEED BOOK 85 PAGE 529-531 in the Office of the Judge of Probate of the above named County.

Company shall indemnify and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent solely caused by Company's negligence in performing the above described work on the premises

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate the Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

----------For Alabama Power Company Corporate Real Estate Department Use Only----------

W.E. # A6310-05-A919 | Transformer # ____________ | All facilities on Grantor: ____X______

NW¼, SW¼ S28 T16N R 16E

7-2

REV 6.1.18

APC Document # ____________________

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by ________________________________, its authorized representative, as of the _______ day of ___________________________, 20____.

ATTEST (if required) or WITNESS:

By: ____

Its: ____

COUNTY OF MONTGOMERY
GRANTOR

By: ____ (SEAL)

Its: ____
(Indicate President, Partner, Member, etc.)

STATE OF __________________________

COUNTY OF ________________________

I, ____, a Notary Public, in and for said County in said State, hereby certify that ________________________

____ whose name(s) [as ____] is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that being informed of the contents of the instrument, he/she/they [in such capacity as aforesaid] executed the same voluntarily.

Given under my hand and official seal this the _______ day of ___________________________, 20______.

____
Notary Public

[SEAL]

My commission expires: ____________________________________

7-3

REV 6.1.18

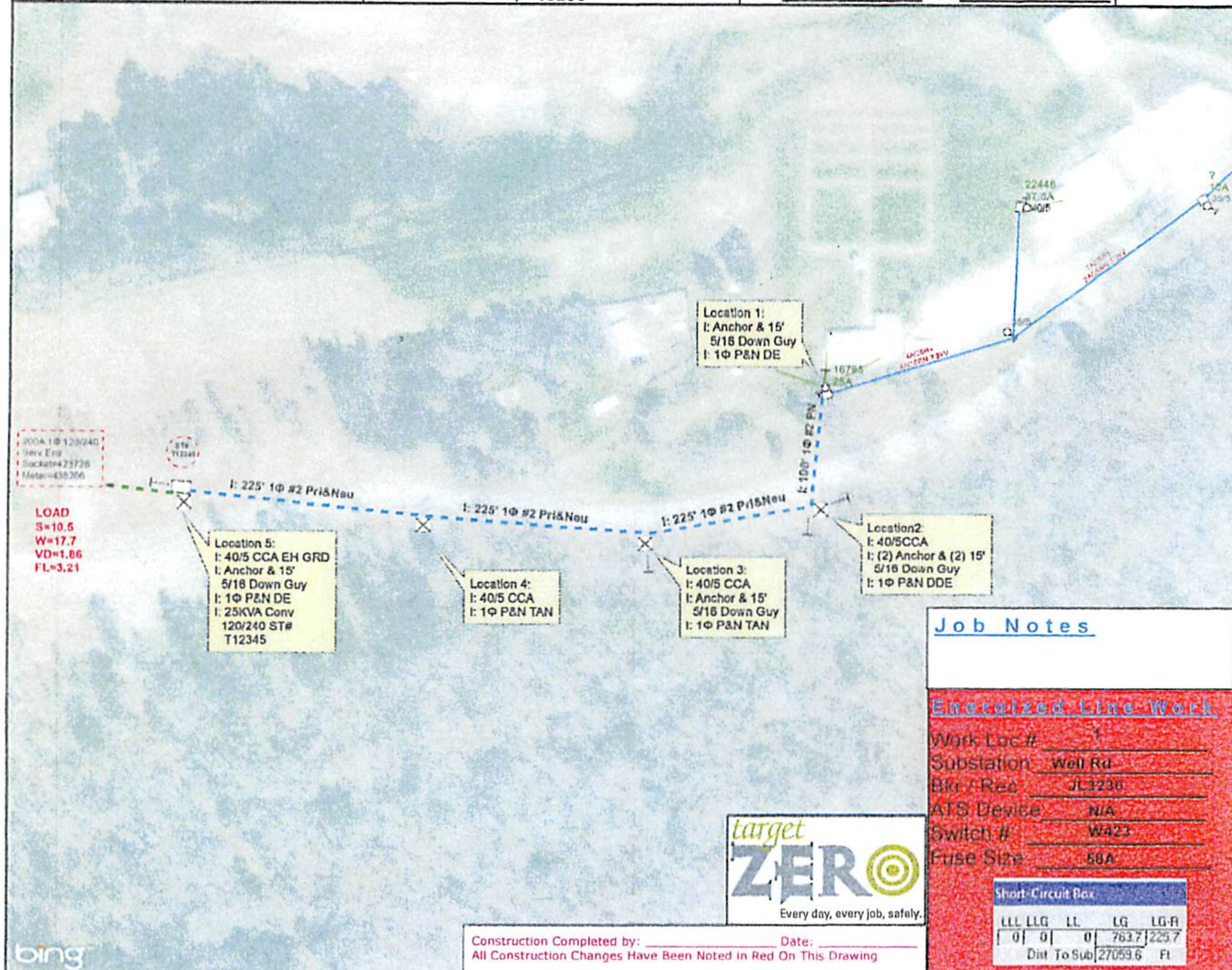
AL Wyckoff 832-3420

Latitude: 32.333407 Longitude:-86.46671

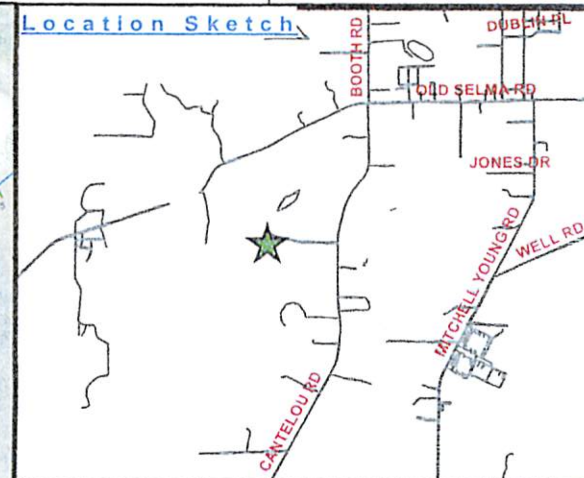
Customer	Address	County	Section	Twnshp	Range	Operating Voltage:	Estimate / Job No.
Montgomery County Sherrifs Dept	Janet Warner Rd	Montgomery	28	16N	16E	Pri 12.47 kV Sec 120/240	A6310 05 A919

Division	District	Town	Engineer		
PD - Montgomery	Montgomery	Montgomery	Teddy Barrera 13256	Substation: Well Rd X: 33326 Y: W423	Missall: Work Loc #: n/a Reference#: ____ Good: ____ @ ____ Through: ____ Water Works # ____

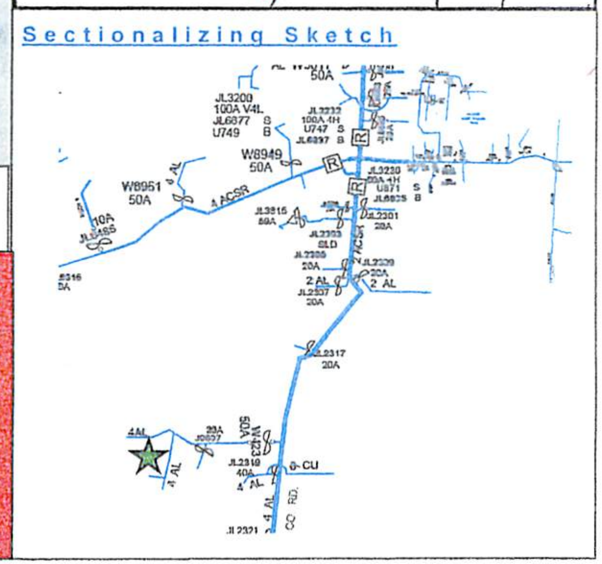
Alabama Power



Location Sketch



Sectionalizing Sketch



Job Notes

Energized Line Work

Work Loc #: 1
Substation: Well Rd
Bkr / Rec: JL3230
ATS Device: N/A
Switch #: W423
Fuse Size: 50A

Short-Circuit Box

LLL	LLG	LL	LG	LG-R
0	0	0	763.7	225.7

Dist To Sub 27059.6 Ft

target ZERO
Every day, every job, safely.

Construction Completed by: ____________ Date: ________
All Construction Changes Have Been Noted in Red On This Drawing

7-4

Memo

To: Donnie Mims

From: Sheriff Derrick Cunningham

Date: 5 March, 2019

Re: Right of Way – Alabama Power

Please find attached an agreement with Alabama Power for Right-of-Way access at the County Training Facility on Janet Warner Road. This right-of-way will allow Alabama Power crews to install the necessary overhead power lines and power poles to supply power to the new lower firing range building. Please sign the reverse side of the form and return to Colonel Briggs for his submission to representatives at Alabama Power.

7-5

Haskell | Slaughter
attorneys at law

Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117
t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

March 20, 2019

TTG

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Revised Easement with Alabama Power Company

I have reviewed your memorandum of March 19, 2019, regarding the revised Easement Agreement and the language including Hold Harmless that has been inserted into the Agreement with Alabama Power.

The language is acceptable. The Agreement is acceptable as is and will be binding on all parties upon execution.

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

50051-317

7-6

AGENDA

MAR 25 2019

Interoffice Memo

To: Donnie Mims

From: Lou Ialacci

Cc: Florence Cauthen, Tammy Nix, Rodney Smith

Date: March 1, 2019

RE: Backup and Disaster Recovery System Growth Requirement

The County's new more secure backup and disaster recovery system that was implemented in October 2017 has performed very well. We are approximately halfway through our initial contract term with Think Gard. The increase in volume of systems and data being backed up has us very close to reaching maximum capacity on the current equipment.

- Attached is a proposal for an additional storage server, the cloud storage, and services to go with it. The cost of the server is in the IT budget.
- The monthly costs for their services will also increase. We have negotiated better pricing for their services for the fifth device, but it requires executing a new three year agreement. I can cover the increase for the balance of this fiscal year.
- The proposed Addendum to the master agreement is only to add the device and services for the new term. There are no changes to the master agreement approved by the Commission on October 6, 2017.
- This is for strategic security backup and disaster recovery services for the county's systems and data that was approved by the Examiners.

Please put this on the Work Session Agenda for March 11, 2019 for approval to go on the March 25, 2019 formal agenda.

Thank you

8-1

160 Yeager Parkway
Suite 200
Pelham, AL 35124
http://www.thinkgard.com

ThinkGard
Total Data Security

Quote

DataGard

Description		Recurring	Qty	Ext. Recurring
DataGard ICR - E24TB	**Enterprise DataGard - 24TB Monthly Services** DataGard Monthly Protection and Replication	$2,199.00	5	$10,995.00

Services Included in Monthly Rate
* This quote is to add an additional backup appliance and consolidate the current agreement (signed 10-6-2017) with the new term running 36 months from signing of this quote.
* The terms and conditions of the original agreement (signed 10-6-2017) will remain in effect.
* Infinite Cloud Based Retention (ICR)
* Backups of multiple simultaneous servers to appliance at variable rates (1 hour – 24 hours)
* Backup replication to two Remote Back-up sites and Storage Space at the Two Remote Sites
* Daily On-Going technical resources to keep backups running / assist in recovery scenarios
* On Call Troubling Shooting Service
* Technical Restore Process Documentation (Disaster Recovery)
* Annual System Testing Local and Cloud
* 30 days of off-site virtualization per year per server agent, after which a fee of $200.00 per 24 hours will apply.

Monthly Subtotal: **$10,995.00**

Backup Appliance

Description		Price	Qty	Ext. Price
S-3E24000	**24TB Enterprise Appliance** CPU: 2x Xeon RAM: 256GB Array: RAID 6 NICs: 2x10GbE (Copper) 1x10GB (Fiber) OS Drive: 120GB SSD Transfer Drive: 1x1TB Chassis: 2U	$11,999.00	1	$11,999.00

- The current 4 backup appliances will be reused as well.
- All new backup appliances include 5 year hardware warranty and insurance policy to replace appliance in the event of a total disaster.

Subtotal: **$11,999.00**

Implementation

Description		Recurring	Price	Qty	Ext. Price
Implementation Services - Enterprise	**Implementation Services - Enterprise** Implementation Services		$199.00	1	$199.00

Implementation
* Onsite Setup / Installation of backup appliance
* Assistance in installing backup agents on each server
* Initial disaster recovery testing to build technical DR Documentation

Subtotal: **$199.00**

8.2

160 Yeager Parkway
Suite 200
Pelham, AL 35124
http://www.thinkgard.com

ThinkGard
Total Data Security

Datagard Infinite Cloud Retention

Prepared by:
ThinkGard LLC
Kevin Fuller
(205) 564-2734
kevin@thinkgard.com

Prepared for:
Montgomery County
P.O. Box 1667
Montgomery, AL 36102

Quote Information:
Quote #: KF000350
Version:
Delivery Date:
Expiration Date:

Quote Summary

Description	Amount
Backup Appliance	$11,999.00
Implementation	$199.00
Total:	$12,198.00

Monthly Expenses Summary

Description	Amount
DataGard	$10,995.00
Monthly Total:	$10,995.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. See Terms and Conditions Section. (.pdf file attached to electronic orders)

ThinkGard LLC

Signature: ____________________

Name: Kevin Fuller

Title: CTO

Date: 02/14/2019

Montgomery County

Signature: ____________________

Name: ____________________

Date: ____________________

8.3

AGENDA

MAR 25 2019

Memo

To: Donnie Mims, County Administrator

From: Beverly Riddle Wise, Acting Juvenile Court Administrator BRW

cc: Honorable Johnny Hardwick, Presiding Court Judge

Date: March 6, 2019

Re: Medical Services Contract

Dr. Ogunbi gave notice that he would be ending his contract in September of 2018. Due to the Youth Facility's long history with the Doctor he has continued his services in our search for a more permanent solution. The time is closing in on his departure from the US and we feel it is in the best interest of the children of the Youth Facility and the County for us to move to QCHC, the same vendor as the County Jail is currently using. Below are several reasons as to why to move forward with merging our facility under one vendor for the County.

- QCHC will provide the facility with a full time RN for 12 hours a day 7 days a week and Dr. Ogunbi provided us with an LPN for 6 hours a week and an RN for 2 hours on the weekend.
- QCHC will provide management, administration and distribution of all medication. This keep detention staff and the county free from all liability. Dr. Ogunbi's nursing staff prepared medication daily for distribution by juvenile detention officers.
- QCHC will provide a Nurse Practitioner via telephone 7 days a week 24 hours a day. Dr. Ogunbi required staff to contact the nurse and the nurse would contact staff with directive from Dr. Ogunbi.
- QCHC will provide for the disposal of medical supplies intended for a one-time use. Dr. Ogunbi did not render this service.
- QCHC will meet with Administrative Staff for the overall operation of health care services. Standards require quarterly meetings require quarterly meetings with the designated health authority. QCHC is equipped with the knowledge needed to meet or exceed American Correctional Association (ACA) accreditation. Dr. Ogunbi held meetings on an as needed basis.
- QCHC will provide emergency medical treatment to staff, contractor and visitors who become ill or injured while on the premise. The will stabilize all patients and refer for recommended offsite emergency care or treatment as needed. Dr. Ogunbi did not render this service.
- QCHC will provide dental triage screening in accordance with criteria established by a licensed dentist for the purpose for identifying juveniles in need of dental services from

9-1

a licensed dentist. Dr. Ogunbi provide dental pamphlets to juveniles during medical screening and nurses made dental referrals on a case by case basis.

- QCHC will provide educational materials to detainees on medications taken and prescribed, sexually transmitted infections, substance abuse and discuss all medical appointments made. Dr. Ogunbi's nurses talked to detainees upon request.
- QCHC will establish a plan for the identification for the identification, treatment, and monitoring of juveniles with chronic illness and special health care needs. QCHC will be required to continue (chronic care clinics) for those juveniles identified with specified chronic illnesses and conditions (diabetes, hypertension, mental illness, HIV/AIDS, TB, asthma, seizures, etc.). Dr. Ogunbi handled juveniles on a case by case basis.

Almost 70 % of juveniles entering detention are on at least one psychotropic drug. Just in the last two weeks we have numerous detainees placed in detention for the purpose of medication regulation. Over the last month we have held 2 detainees with bullets in their bodies.
Also, in this last month we have had a 14-year-old that was in her 2nd trimester of pregnancy. The medical issues of our youth today are too long to list. Please consider us moving forward with a contract with QCHC.

9-2

Haskell | Slaughter
attorneys at law

Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117
t. 334.265.8573 | f. 334.264.7945

MEMORANDUM TTG

March 12, 2019

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Agreement with QCHC, Inc., regarding Juvenile Health Services

---

I have reviewed your memorandum of March 12, 2019, and the Agreement with QCHC, Inc., and MCC. ("Agreement")

The Agreement has an adequate "Hold Harmless" covenant, but does not contain our Dispute Resolution covenant. I recommend that MCC's Dispute Resolution be inserted in to the Agreement.

> "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 QCHC, Inc."

Also, QCHC will provide proof of adequate insurance for QCHC and its subcontractors.

I, therefore, opine that if the MCC's "Dispute Resolution" is placed in the Agreement then it will be legal and binding on the parties executing same.

9.3

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

50051-317

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AGREEMENT FOR THE PROVISION OF HEALTH SERVICES FOR MONTGOMERY COUNTY ALABAMA YOUTH FACILITY

This **AGREEMENT** is hereby entered into by and between **MONTOMGERY COUNTY, ALABAMA,** a political subdivision of the State of ALABAMA (hereinafter referred to as the "COUNTY"); and **QCHC, INC.** a/k/a Quality Correctional Health Care, an Alabama Corporation (hereinafter referred to as "QCHC") for the provision of certain healthcare services for juvenile residents in the custody of the Montgomery County Alabama Youth Facility (hereinafter referred to as "Facility").

RECITALS

WHEREAS, the COUNTY desires to provide professional and responsive healthcare services to the juveniles in the custody of Montgomery County Alabama Youth Facility;

WHEREAS, QCHC is a corporation which provides professional and responsive healthcare services in juvenile facilities, and desires to provide such services for the COUNTY pursuant to the terms of this AGREEMENT; and

WHEREAS, the COUNTY desires to enter into this AGREEMENT with QCHC;

NOW, THEREFORE, the parties hereby enter into this AGREEMENT as hereinafter set forth.

DEFINITIONS

COUNTY COMMISSION – The COUNTY COMMISSION of MONTGOMERY COUNTY, Alabama.

ELECTIVE CARE – Care which, if not provided, would not, in the opinion of QCHC's physician, who shall be a physician licensed in the State of Alabama and an employee or independent contractor of QCHC, cause the JUVENILE's health to deteriorate, or cause harm to the JUVENILES well-being.

JUVENILE-Juveniles in the custody of the Montgomery County Alabama Youth Facility.

DIRECTOR -Director of the Montgomery County Alabama Youth Facility or his or her agent, or designee, such as the assistant director, acting director, etc.

MID-LEVEL PRACTITIONER – An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. A MID-LEVEL PRACTITIONER will be duly licensed in the State of Alabama.

QCHC CORPORATE HOLIDAYS – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

SPECIALTY SERVICES – Medical services that require a physician to be board-certified in a specialty, including, but not limited to, cardiology, dermatology, gynecology, neurology, nephrology, etc.

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ARTICLE I: DUTIES AND OBLIGATIONS OF QCHC

For and in consideration of the compensation to be paid to QCHC as hereinafter set forth, the sufficiency of which is mutually acknowledged by the parties to this AGREEMENT, QCHC agrees as follows:

1.1. PRIMARY CARE. QCHC shall provide primary healthcare services for all persons committed to the custody of the FACILITY, except those identified in Section 1.26. The responsibility of QCHC for medical care of a JUVENILE commences with the booking and physical placement of the JUVENILE into the FACILITY. All treatments, examinations, and medical services will be conducted within a reasonable time of the request for care. Physical Assessments will be completed as soon as practicable, but in no event longer than 14 days from intake, absent extraordinary circumstances. All physician sick calls, admission exams, screenings, physical assessments, and all other primary medical services shall be conducted on-site, at the FACILITY, unless otherwise addressed herein.

1.2. STAFFING. QCHC will provide the staffing coverage necessary for the rendering of primary healthcare services to the Juveniles at the FACILITY as described in and required by this AGREEMENT. Anticipated staffing schedules for the FACILITY is included as APPENDIX A to this AGREEMENT, which the Director and QCHC may amend from time to time by mutual written consent. Staffing and scheduling may vary from the routine staffing and scheduling on QCHC CORPORATE HOLIDAYS. It is understood and agreed that QCHC employees are allowed to leave the FACILITY during the work day for meal breaks, provided the timing and length of such meal breaks do not negatively impact or impair QCHC's ability to fulfill its obligations under this AGREEMENT. All personnel provided or made available by QCHC to render services hereunder shall be licensed, certified, or registered, as appropriate under Alabama law, in their respective areas of practice. QCHC will maintain copies of all continuing education and licensure requirements for personnel. All personnel shall be subject to a background check by the COUNTY/FACILITY and will be required to follow the DIRECTOR's rules and policies regarding security and safety in the FACILITY.

The categories of staff/service providers to be provided by QCHC shall include:

1.2.1. PHYSICIAN / MEDICAL DIRECTOR / MID-LEVEL PRACTITIONER. A Physician or MID-LEVEL PRACTITIONER will visit the FACILITY each week for a period of time sufficient to accomplish the objectives of this AGREEMENT in accordance with EXHIBIT A. A practitioner will be available by telephone to the FACILITY's administrative staff and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. One of the QCHC physicians will be designated as the FACILITY's "Medical Director," and shall be responsible for all medical decision-making, and for setting policies and procedures for the provision of primary healthcare services, in the FACILITY.

1.2.2. NURSING. QCHC will provide on-site nursing, consisting of Registered Nurses ("RNs") as often and for periods of time sufficient to accomplish the objectives of this AGREEMENT, with the schedule of nursing coverage to be determined between the DIRECTOR and QCHC, in accordance with APPENDIX A. The DIRECTOR and QCHC agree to review nursing hours should the ADP significantly exceed the level contained in Article 3 of this AGREEMENT.

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1.3. CARE REPORTS. Upon request, QCHC will provide reports and meet regularly with the DIRECTOR or designee, concerning the overall operation of the healthcare services program and the general health of the Juveniles of the FACILITY.

1.4. DENTAL CARE. QCHC will provide for dental triage screenings in accordance with criteria established by a licensed dentist for the purpose of identifying Juveniles in need of dental services from a licensed dentist. QCHC will not be financially responsible for any services required by a licensed dentist.

1.5. DISPOSABLE MEDICAL SUPPLIES. QCHC will provide disposable medical supplies intended for one-time use.

1.6. DURABLE MEDICAL EQUIPMENT AND SUPPLIES. Except for the equipment and instruments owned by the COUNTY/DIRECTOR at the inception of this AGREEMENT, QCHC will provide durable medical equipment and supplies required for the adequate provision of healthcare services during the term of this AGREEMENT, up to a limit of $500 per item/unit, and the COUNTY will reimburse QCHC pursuant to the terms of Article III. QCHC will coordinate with the DIRECTOR/COUNTY for the purchase of equipment or instruments with a per unit/item cost of greater than $500. All maintenance or repair of equipment and instruments will be arranged or performed by QCHC, and the COUNTY will reimburse QCHC pursuant to the terms of Section Article III.

1.7. ELECTIVE CARE. QCHC will not provide ELECTIVE CARE to JUVENILES. Decisions concerning ELECTIVE CARE will be consistent with the applicable American Medical Association (AMA) standards.

1.8. EMERGENCY CARE. QCHC will provide emergency medical treatment to staff of the FACILITY, subcontractors, and visitors who become ill or are injured while on the premises. QCHC will stabilize all patients and refer for recommended off-site emergency treatment or care, as needed.

1.9. INFANT CARE. QCHC will neither arrange for infant care nor be financially responsible for any costs associated with infant care.

1.10. MEDICAL RECORDS. QCHC will maintain, cause, or require being maintained, complete and accurate medical records for each JUVENILE who has received healthcare services. Each medical record will be maintained in accordance with applicable laws, standards, and the DIRECTOR's policies and procedures. The medical records will be kept separate from the Juvenile's confinement record. A complete copy, or summary thereof, of the original applicable medical record will be available to accompany each Juvenile who is transferred from the FACILITY to another location for off-site services or transferred to another institution. Medical records will be kept confidential, subject to applicable laws regarding confidentiality of such records. QCHC will comply with state and federal law and the DIRECTOR's policy with regard to access by juveniles and staff of the FACILITY to medical records. No information contained in the medical records will be released by QCHC except as provided by the DIRECTOR's policy, a court order, or otherwise in accordance with applicable laws. At the expiration of this AGREEMENT period, all medical records will be delivered to and remain with the FACILITY. However, the COUNTY/FACILITY will provide QCHC with reasonable ongoing access to all medical records, even after the expiration of this AGREEMENT, for the purpose of defending litigation. Juvenile medical records will at all times be the property of the COUNTY/FACILITY and shall not be the property of QCHC. QCHC will make available to the DIRECTOR, unless

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otherwise specifically prohibited, at the DIRECTOR's request, all records, documents, and other papers relating to the direct delivery of healthcare services to the Juveniles hereunder.

1.11. MEDICAL WASTE REMOVAL. QCHC will be responsible for medical waste removal services at the FACILITY consistent with all applicable laws.

1.12. MEETINGS. Upon request, QCHC representatives will meet, in accordance with a schedule agreed to by the DIRECTOR and QCHC, with the DIRECTOR or designee concerning procedures within the FACILITY, any proposed changes in health-related procedures, or other matters which either party deems necessary.

1.13. OFFICE SUPPLIES. QCHC will be responsible for providing office supplies, which may include paper, pens, charts, folders, staplers, and calendars, and the COUNTY will reimburse QCHC pursuant to the terms of Article III. QCHC will have access to, and use of, desks, chairs, refrigerators, lamps, machinery, fax machines, computers, printers, or other office-equipment located in the FACILITY's medical unit at the beginning of the term of this AGREEMENT.

1.14. OFF-SITE AND/OR SPECIALTY SERVICES. When off-site and/or hospital care is required for medical reasons, QCHC will arrange for inpatient and/or outpatient hospital services, mobile services, SPECIALTY SERVICES, dental services, X-ray, diagnostic testing, consultation services, off-site mental health services, and medically indicated ground ambulance transportation for JUVENILES, in accordance with the DIRECTOR's policies and procedures. QCHC will not be financially responsible for any costs associated with any off-site care and/or SPECIALTY SERVICES.

1.15. OTHER EXPENSES. QCHC will neither be responsible for the performance nor payment of any juvenile resident medical or healthcare services which are not specifically contained in this AGREEMENT.

1.16. JUVENILES. The health care services contracted in the AGREEMENT are intended only for those juvenile residents in the actual physical custody of the FACILITY, after being medically stabilized and committed to the juvenile detention center. No other person(s) shall be the financial responsibility of QCHC.

1.17. HEALTH EDUCATION. QCHC will provide health education materials to detainees on medications taken and prescribed, dental hygiene information, sexually transmitted infections, substance abuse, and all medical appointments.

1.18. MANAGEMENT SERVICES- QCHC will provide management services to include: a comprehensive Strategic Plan; Policies and Procedures; Protocols; Peer Review; Cost Containment; Utilization Management; Risk Management programs; and Health Insurance Portability and Accountability Act (HIPPA) and ACA Compliance programs specific to the medical operations of the MCYF.

1.19. CHRONIC CARE CLINICS. QCHC will establish a plan for the identification, treatment, and monitoring of JUVENILES with chronic illnesses and special healthcare needs. QCHC will be required to continue "chronic care clinics" for those JUVENILES identified with specified chronic illnesses and conditions (diabetes, hypertension, mental illness, HIV/AIDS, tuberculosis, asthma, seizures, etc.). QCHC has defined a chronic health problem as an illness which is either ongoing or recurring. To provide an effective and efficient healthcare delivery system for chronically ill patients, QCHC identifies the number of JUVENILES with specific chronic conditions, and individual treatment plans are developed or reviewed for each of these JUVENILES which includes: instructions regarding medications; the type and frequency of laboratory; other diagnostic testing; frequencies of follow up for reevaluation of the JUVENILE's condition; and adjustment of the treatment plan as needed. Chronic care clinics are established to enable JUVENILES to have scheduled visits to QCHC independent of any sick call requests.

1.20. **MANAGEMENT AND ADMINISTRATION OF MEDICATION**: QCHC will provide management administration and distribution of medication. They shall provide all medications required for the provision of adequate medical service through use of a pharmacy vendor suitable to the MCYF. A minimum of an LPN will be provided for pill call distribution.

1.21. **POLICIES AND PROCEDURES**. QCHC will operate within the requirements of the MCYF policies and procedures which are related to the provision of medical services as well as other policy and procedures of the FACILITY which may impact the provision of medical services, including policy and procedures, related to the safety and security of the FACILITY. Policy and procedures may change from time to time, if so, QCHC will be promptly notified and will operate within all policies, procedures, and modification thereof.

1.22. **HEALTH EVALUATIONS**. QCHC will provide periodic health care screening and evaluations for JUVENILES to be released to the custody and care of other programs. Health care evaluations will meet or exceed the standards necessary for accreditation by the American Correctional Association.

ARTICLE 2: DUTIES AND OBLIGATIONS OF THE COUNTY

2.1 **JUVENILE INFORMATION.** The COUNTY will provide, as needed, information pertaining to juveniles that QCHC and the COUNTY mutually identify as reasonable and necessary for QCHC to adequately perform its obligations to the COUNTY.

2.2 **OFFICE SPACE, EQUIPMENT AND SUPPLIES.** The COUNTY will provide adequate and sufficient exam space for QCHC and its employees and agents to use to carry out the requirements of this AGREEMENT, including but not limited to, office space for QCHC staff and exam space for sick calls and examinations.

2.3 **RECORD AVAILABILITY.** During this AGREEMENT term, and for a reasonable time thereafter, the COUNTY/DIRECTOR will provide QCHC, at QCHC's request, the FACILITY's records relating to the provision of healthcare services to juvenile residents as may be reasonably requested by QCHC in connection with an investigation of, or defense of, any claim by a third party related to QCHC's conduct. As QCHC may reasonably request, and consistent with applicable state and federal laws and the foregoing provision, the COUNTY/DIRECTOR will make available to QCHC such records as are maintained by the COUNTY/DIRECTOR, hospitals, and other off-site healthcare providers involved in the care or treatment of juvenile residents (to the extent the COUNTY/DIRECTOR has any control over those records). Any such information provided by the COUNTY/DIRECTOR to QCHC that the COUNTY/DIRECTOR considers confidential will be kept confidential by QCHC and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the COUNTY. Notwithstanding any provision of this

AGREEMENT to the contrary, the COUNTY's internal affairs investigative records will not be required to be provided to QCHC or any other person or entity (except as may be required by law).

2.4 **SECURITY.** The COUNTY will maintain responsibility for the physical security of the facility and the continuing security of the juvenile residents. QCHC and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of QCHC, as well as for the security of juvenile residents and staff, consistent with the correctional setting. The COUNTY will provide security sufficient to enable QCHC and its personnel to safely provide the healthcare services described in this AGREEMENT. It is expressly understood by the COUNTY that the provision of security and safety is a necessary pre-condition of QCHC's obligation to provide services in a timely and proper fashion. To the extent that, in QCHC's sole discretion, the safety and security of QCHC personnel are compromised, QCHC may exercise its right to immediately suspend services, in accordance with the provisions of Section 4.3.1 of this AGREEMENT. The COUNTY will screen QCHC's proposed staff to ensure that they will not constitute a security risk. The COUNTY will have final approval of QCHC's employees regarding security/background clearance and access to the FACILITY.

ARTICLE 3: COMPENSATION/ADJUSTMENTS

3.1 The COUNTY will reimburse QCHC for the direct costs of all services provided to JUVENILES of the FACILITY under this AGREEMENT, including, but not limited to, labor costs, medical and office supplies, non-durable/disposable equipment, durable equipment (pursuant to Section 1.6), service and repairs on equipment, medications, x-ray costs, laboratory costs, medication, pharmacy, wages and salaries, benefits costs, payroll taxes, insurance costs directly attributable to personnel and/or services at the FACILITY, sales/use taxes or other taxes on supplies, equipment, medications, or other items used at the FACILITY, and any other costs attributable to the provision of services under this AGREEMENT. A list of costs and charges to be invoiced to the COUNTY, under the terms of this AGREEMENT, is included as APPENDIX B to this AGREEMENT, which may be amended in writing from time to time by mutual consent of the parties.

3.1.1 The **budgeted annual cost** for the FACILITY is $246,000.00, which is calculated based upon the direct costs set forth in APPENDIX B to this AGREEMENT.

3.1.2 Over and above the costs to be reimbursed to QCHC by the COUNTY, QCHC shall charge a fifteen percent (15%) "**administrative fee**", representing such overhead, indirect expenses, support services, and other administrative costs, which cannot be captured through reimbursement for direct costs on the first $246,000.00 in actual costs in a given contract year.

3.1.3 Should annual direct costs exceed the budgeted annual cost of $246,000.00 in a given contract year, such excess costs will continue to be reimbursed to QCHC by the COUNTY, *but no administrative fees shall be charged on the excess costs*. The budgeted annual cost amount is based on an Average Daily Population ("ADP") of 36 JUVENILES in the FACILITY (the "base ADP").

3.1.4 In no event shall the COUNTY pay more than $36,900.00 in administrative fees in a given contract year, such an amount being defined as the administrative fee (charged at 15%) on the budgeted annual cost.

3.2 MONTHLY PAYMENTS. QCHC will bill the COUNTY prior to the month in which services are to be rendered, in a fixed amount set at one-twelfth (1/12) of the sum of: (1) the budgeted annual cost, plus (2) the anticipated administrative fees on the budgeted annual cost, which equals $23,575.00. each month. COUNTY agrees to pay Provider prior to the tenth (10th) day of each month. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to QCHC will be pro-rated accordingly for the shortened month.

3.3 QUARTERLY RECONCILIATION. Each quarter, QCHC shall present to the COUNTY an invoice for all costs incurred pursuant to this AGREEMENT, such costs being described in Section 3.1 and APPENDIX B, with supporting documentation, plus the administrative fee. If the total amount of the quarterly invoice to the COUNTY exceeds the total amount of the three (3) monthly payments made by the COUNTY to QCHC in that quarter, then the COUNTY shall pay the difference to QCHC within thirty (30) days. If the total amount of the quarterly invoice is less than the total amount of the three (3) monthly payments made by the COUNTY to QCHC in that quarter, then QCHC shall carry a credit for the difference into the next quarter, which shall then be applied to any amount owed by the COUNTY to QCHC in succeeding quarters, until such credit be reduced to zero.

ARTICLE 4:
TERM AND TERMINATION

4.1. TERM. The term of this AGREEMENT will be for three (3) years from May 1, 2019 at 12:01 A.M. through April 30, 2022 at 11:59 P.M.

4.2. ANNUAL RENEWALS. At the end of the above-stated term, this AGREEMENT will be renewable for successive one-year terms if mutually desired by both parties. The parties agree to review the budgeted annual cost figure on an annual basis to determine whether adjustments are necessary due to changes in staffing, an increase or decrease in the juvenile population, or any other circumstances or conditions impacting the provision of juvenile healthcare at the FACILITY. If an adjustment is made to the budgeted annual cost, the administrative fee will be adjusted accordingly but will not exceed fifteen (15) percent of the budgeted annual cost. If, at the conclusion of this term, or any subsequent term, this Agreement has not been expressly extended, renegotiated, or terminated, this Agreement shall be automatically extended according to its original provisions for terms of ninety (90) days until this Agreement is expressly, extended, renegotiated, or terminated.

4.3. TERMINATION.

4.3.1. TERMINATION FOR CAUSE. In the event that either party fails to comply with any section or part of this AGREEMENT, the other party may terminate this AGREEMENT after providing notice of the failure to comply and a ten (10) day opportunity to cure. The COUNTY will pay for services rendered up to and including the point of termination but will not pay any penalty. If the failure to comply pertains to Section 2.4 of the AGREEMENT ("Security"), QCHC may suspend its provision of services until the failure is cured, or until this AGREEMENT is terminated, whichever comes first.

4.3.2. TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY or QCHC may, without prejudice to any other

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rights they may have, terminate this AGREEMENT for their convenience and without cause, by giving sixty (60) days advance written notice to the other party.

4.3.3. TERMINATION FOR LACK OF APPROPRIATION. It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the Montgomery County Commission, or other governing body. Notwithstanding any provisions herein to the contrary, if funds are not appropriated for this AGREEMENT, then upon exhaustion of such funding, the COUNTY shall be entitled to immediately terminate this AGREEMENT, upon giving notice, without penalty or liability. Recognizing that such termination may entail substantial costs for QCHC, the COUNTY will act in good faith and make every effort to give QCHC notice of any potential problem with funding or appropriations. The COUNTY shall pay for services rendered up to the point of termination.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

5.1 AMENDMENTS. This AGREEMENT may be amended at any time only with the written consent of both parties.

5.2 ASSIGNMENT. QCHC will not assign in whole or in part this AGREEMENT, other than to an entity related or affiliated with QCHC (e.g., a "parent", "sibling," "subsidiary," or other related or affiliated entity with the same or substantially overlapping ownership and control group as QCHC), without the prior written consent of the COUNTY. QCHC will not assign any money due or to become due under this AGREEMENT without the prior written consent of the COUNTY.

5.3. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. The COUNTY and QCHC agree that they will not require performance of any QCHC or COUNTY employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations.

5.4. COUNTERPARTS. This AGREEMENT may be executed in several counterparts, each of which will be an original and all of which together will constitute but one and the same instrument.

5.5. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof.

5.6. EQUAL EMPLOYMENT OPPORTUNITY. QCHC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, veteran status, or disability unrelated to a bona fide occupational qualification of the position.

5.7. EXCUSED PERFORMANCE. In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

5.8. GOVERNING LAW. This AGREEMENT will be governed by the laws of the State of Alabama.

5.8.1. 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 discussion 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 QCHC, Inc.

5.9. HOLD HARMLESS.

5.9.1. QCHC will indemnify and hold harmless the COUNTY and its employees against any loss or damage caused or necessitated by the sole negligence of QCHC, its agents, employees, and/or vendors, which is directly related to medical treatment or care provided by QCHC pursuant to this AGREEMENT, and to provide a defense against any such claim, so long as such claim is timely tendered to QCHC for indemnification and defense.

5.9.2. QCHC will not be responsible for any claims arising from actions of the COUNTY, or any employee or agent of the COUNTY or juvenile detention facility who prevents any person from receiving medical care ordered by QCHC's medical staff, employees, agents or independent contractors.

5.9.3. QCHC will not be responsible for claims arising from negligence on the part of the COUNTY, or any employee or agent of the COUNTY or juvenile detention facility in presenting an individual to QCHC's medical staff, employees, agents or independent contractors, if it should have been reasonably known that the individual was in serious need of immediate medical attention.

5.10. INDEPENDENT CONTRACTOR. It is understood and agreed that an independent contractor relationship is hereby established under the terms and conditions of this AGREEMENT. The employees or agents of QCHC are not now, nor will they be deemed to be, employees of the COUNTY. The employees of the COUNTY are not now, nor will they be deemed to be, employees of QCHC. QCHC assumes all financial responsibility for the employees of QCHC, such as wages and withholding taxes, social security, sales and other taxes, which may be related to the services to be provided under this AGREEMENT.

5.11. SUBCONTRACTING. In order to discharge the obligations hereunder, QCHC may engage certain healthcare professionals as independent contractors rather than employees. As the relationship between QCHC and these healthcare professionals will be that of independent contractor, QCHC will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. QCHC will exercise limited control over the manner of means by which these independent contractors perform their medical duties; however, this control will be exercised reasonably consistent with the independent medical judgment these independent contractors are required to exercise. QCHC will exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this AGREEMENT. All terms and conditions of this AGREEMENT will be included in all such subcontracts. For each agent and subcontractor, including all medical professionals, physicians, and nurses performing duties as agents or independent contractors of QCHC under this AGREEMENT, QCHC will provide to the COUNTY proof that, for each such professional, there is in effect during the period that person is engaged in the performance of this AGREEMENT, a professional liability or medical malpractice insurance policy, in an amount or amounts of at least One Million Dollars ($1,000,000) coverage per occurrence and at least Three Million Dollars ($3,000,000) annual aggregate coverage.

5.12. INSURANCE. QCHC will procure and maintain in effect throughout the term of this AGREEMENT insurance policies with coverage not less than the types and amounts specified in this section.

5.12.1. Commercial General Liability Insurance Policy with limits of One Million Dollars ($1,000,000) per occurrence and an annual aggregate limit of Two Million Dollars ($2,000,000). For purposes of this paragraph, limits of any umbrella insurance policy will count toward the aggregate limits of the Commercial General Liability Policy.

5.12.2. Professional Liability Insurance with limits per claim of One Million Dollars ($1,000,000) and an annual aggregate of Three Million Dollars ($3,000,000).

5.12.3. Workers' Compensation Insurance that meets the requirements of Alabama state law and which covers all QCHC employees working in the FACILITY.

5.13. CERTIFICATE OF INSURANCE. QCHC agrees to name the COUNTY as an additional insured under the insurance policies listed in Section 5.11, and, upon request, to provide the COUNTY with a Certificate of Insurance evidencing the terms of the insurance coverage and policy limits.

5.14. NOTICES. All notices to the COUNTY will be addressed to:

Montgomery County
Attn:
____
____
____

All notices to QCHC will be addressed to:

Quality Correctional Health Care
Attn: Johnny Bates
200 Narrows Parkway, Suite A
Birmingham, Alabama 35242

5.15. OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The parties acknowledge that QCHC is neither bound by nor aware of any other existing contracts to which the COUNTY is a party and which relate to the provision of healthcare to Juveniles at the FACILITY. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person(s) and it is their express intention that this AGREEMENT is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.

5.16. SEVERABILITY. In the event any part of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of this AGREEMENT, which will remain in full force and effect and be enforceable in accordance with its terms.

5.17. WAIVER OF BREACH. The waiver of either party of a breach or violation of any part of this AGREEMENT will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

MONTGOMERY COUNTY, ALABAMA

[x]____
By:

Its:

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that ______________________________ whose name as ______________, is signed to the foregoing Agreement, and who is known to me, acknowledged to me on this day that, being informed of the contents of the Agreement, executed the same voluntarily for and as the act of said Montgomery County, on the day the same bears date.

Given under my hand this ________day of ______________________ 2019.

Notary Public: _________________

My Commission Expires: _________

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QCHC, INC.

[x]____
By: Johnny E. Bates

Its: President & Chief Executive Officer

STATE OF ALABAMA)
COUNTY OF ____________)

I, the undersigned Notary Public in and for said County and State, hereby certify that Johnny E. Bates, whose name as President & Chief Executive Officer of QCHC, Inc., an Alabama corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged to me on this day that, being informed of the contents of the Agreement, executed the same voluntarily for and as the act of said QCHC, Inc., on the day the same bears date.

Given under my hand this ________day of ________________________ 2019.

Notary Public: ________________

My Commission Expires: ________

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APPENDIX A
STAFFING PLAN

12-hour coverage, 7 days per week

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Registered Nurse Coverage	7:00 a.m. 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.	7:00 a.m. - 7:30 p.m.
Provider Visit	Two visits per week						

APPENDIX B

DIRECT COSTS TO QCHC TO BE REIMBURSED BY THE COUNTY UNDER SECTION 3.1 OF THIS AGREEMENT

Labor Costs, to include:
- Gross wages, salaries, and compensation paid to QCHC employees, agents, and independent contractors for time worked and/or duties performed at the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY, to include all physicians, nurses, and support staff working in the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY
- The Employer's portion of benefit costs incurred on QCHC employees working in the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY
- Employer's portion of any payroll tax costs incurred on QCHC employees working in the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY, to the extent such costs are not already included in the gross wage
- Premiums paid by employer on workers' compensation coverage for QCHC employees working in the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY

Pharmacy/Medication Costs, to include:
- Costs of all prescription medications for, or kept on-site for use by, Juveniles of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY
- Costs of all over-the-counter medications for, or kept on-site for use by, Juveniles of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY
- Any taxes or shipping costs

Medical Supplies, to include:
- Costs of all disposable, one-time use medical supplies for, or kept on-site for use by, Juveniles of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY
- Any taxes or shipping costs

Radiology Costs, to include:

- Costs incurred by QCHC for radiological services (x-rays, ultrasounds, etc.) performed inside the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY for Juveniles of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY, whether using COUNTY equipment or through a mobile radiology service, to include the cost of reading the x-ray or ultrasound

Lab Costs, to include:

- Costs of all on-site laboratory services performed for Juveniles of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY, including shipping and supply costs

Waste Removal, to include:

- Fees charged by a professional medical waste removal service, including any taxes

Medical Equipment, to include:

- Costs of all equipment, to include costs for maintenance and service, used inside the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY for the provision of healthcare services to the Juveniles of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY, with a per unit/item cost of less than $500, to the extent that such equipment, maintenance, and repair is not provided by the COUNTY.
- Costs of all equipment, to include costs for maintenance and service, used inside the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY for the provision of healthcare services to the Juveniles of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY, with a per unit/item cost of greater than $500, to the extent that such equipment, maintenance, and repair is not provided by the COUNTY/FACILITY, and to the extent that the COUNTY/FACILITY agrees in advance to the purchase of such equipment, and the terms thereof
- Any taxes or shipping fees

Office Supplies and Equipment, to include:

- Costs of all office supplies used by QCHC employees, agents, and independent contractors in the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY related to the provision of healthcare to Juveniles of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY
- Costs of all office equipment, such as desks, chairs, lamps, tables, computers, printers, fax machines, scanners, etc., to include costs of maintenance and repair, used by QCHC employees, agents, and independent contractors in the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY related to the provision of healthcare to Juveniles of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY, to the extent such equipment is not provided by the COUNTY, and with the additional stipulation that the COUNTY/FACILITY must agree in advance to all office equipment purchases of greater than $500 per unit/item
- Costs of all office utilities and services inside the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY, to include any and all utility bills (water, electricity, etc.), and costs of phone lines, fax lines and internet connections, to the extent such are not provided by the COUNTY/FACILITY
- Any taxes or shipping fees

9-18

Professional Liability Insurance, to include:

- Any premium costs attributable on a per capita basis specifically for the Juvenile population of the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY
- Attorneys' fees, up to the policy deductible/retention amount, for lawsuits arising directly from QCHC services provided at the MONTGOMERY COUNTY ALABAMA YOUTH FACILITY

Pre-Start Up Costs

- Travel, accommodation, meals and other re-imbursements for QCHC corporate employees to visit and carry out facility inspection, inventory, employee evaluation and recruitment.

Start-Up Costs

- Labor costs as set forth above for QCHC corporate employees to train new employees and cover shifts until such time as the facility is staffed according to the staffing matrix.
- Travel, accommodation, meals and other re-imbursements for QCHC corporate employees to train new employees and cover shifts.

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager MRS

DATE: February 21, 2019

RE: Contract No. 52110-18B-008
Law Enforcement Leather & Accessories

I request that the attached Amendment No. 1 to Gulf States Distributors, Inc. contract for leather and accessories be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning April 16, 2019 and ending on April 15, 2020.

Gulf States Distributors, Inc. 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 Derrick Cunningham, Sheriff.

Attachment

10-1

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

Amendment
To
Contract # 52110-18B-008

Amendment No. 1

Contract with Gulf States Distributors, Inc. for leather and accessories is hereby extended for one (1) year, beginning April 16, 2019 and ending April 15, 2020.

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

All other provisions of the contract remain the same.

WITNESS: GULF STATES DISTRIBUTORS, INC.

________________________ BY: ______________________________

TITLE: ______________________________

WITNESS: MONTGOMERY COUNTY COMMISSION

________________________ BY: ______________________________

TITLE: ______________________________

10-2

AGENDA

MAR 25 2019

March 7, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Coosa-Alabama River Improvement Association, Inc., Membership Dues

Attached is a letter from the Coosa-Alabama River Improvement Association, Inc., requesting payment of our FY19 dues in the amount of $4,000. These dues help pay for the promotion of their mission of improving and marketing the Alabama, Coosa, and Tallapoosa Rivers through education, promotion, and public advocacy.

For many years, the dues have been in the amount of $3,650. I am requesting authorization to pay these due.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

11-1

Coosa-Alabama River Improvement Association, Inc.
SINCE 1890
Over 125 years of service to State and Nation

770 Washington Avenue, Suite 150
Montgomery, AL 36104
PO Box 388
Montgomery, AL 36101-0388
(334) 265-5744
Email: info@caria.org
Website: www.caria.org

February 19, 2019

MTGY CO. COMMIS
FEB 22 '19 AM8:47

Montgomery County Commission
Mr. Donald Mims, Administrator
P. O. Box 1667
Montgomery, AL 36102-1667

Dear Mr. Mims:

Thank you for your valued membership and support of the Coosa-Alabama River Improvement Association. Our mission is to support the continued maintenance and improvement of the Coosa-Alabama Waterway System for navigation, flood control, water supply, recreation, power and economic development.

During our Annual Meeting, the Board of Directors of the Coosa-Alabama River Improvement Association approved an increase in annual membership dues for FY 2019 (Oct 1, 2018 – Sep 30, 2019). With this change, Montgomery County Commission will have a slight dues increase for its membership. This is reflected in the enclosed invoice.

CARIA operates on membership dues, a state appropriation, and any revenue derived from annual meeting fees. The current state appropriation is 50% of that received four years ago. So membership dues are essential to the support and maintenance of the Association. We use these funds to promote our mission of improving and marketing the Alabama, Coosa, and Tallapoosa Rivers through education, promotion, and public advocacy.

Should you have any questions or concerns, please feel free to phone me at 334-265-5744. Your membership is important to us…and we hope CARIA is important to you.

Sincerely,

E. Blake Hale Hardwich

Blake Hale Hardwich
Executive Director
Coosa-Alabama River Improvement Association
www.caria.org
770 Washington Ave., Suite 150
Montgomery, Alabama 36104
PO Box 388
Montgomery, Alabama 36101-0388

11-2

Coosa-Alabama River Improvement
Association, Inc.
PO Box 338
Montgomery, AL 36101-0388

Annual Renewal Invoice

Date	Invoice #
9/12/2018	1037

Bill To
Montgomery County Commission Mr. Donald Mims, Administrator P.O. Box 1667 Montgomery, AL 36102-1667

Due on Receipt

Item	Description	Amount
2019 Annual Dues	October 1, 2018- September 30, 2019	4,000.00
	Approximately 10% of Membership Dues are allocated to lobbying State and Federal governments.	
		Total $4,000.00

Phone Number	E-mail	Web Site	
(334) 265-5744	info@caria.org	www.caria.org	THANK YOU

11-3

AGENDA

MAR 25 2019

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 3/25/19 - CODE: 001-59320.498								
Contract Number	**Organization**	**Description of Program**	**Harris**	**Dean**	**Walker**	**Sankey**	**Singleton**	**TOTAL**
Starting Balance			**24,100**	**29,367**	**22,400**	**3,150**	**24,000**	**103,017**
C-2019-60	Robert E. Lee High School Hall of Fame Association	Banquet Expenses and Grants to Teachers at Robert E. Lee High School			4,000			4,000
C-2019-61	Freewill Community Dev. Corp. of Montgomery	Enough is Enough - Stop the Violence Program				1,500		1,500
NC-2019-55	City of Montgomery, BONDS	Barachais Place Homeowners Association for Neighborhood Sign					750	750
NC-2019-56	City of Montgomery, BONDS	Dillard Estates Neighborhood Association for Road Repairs					1,000	1,000
	Total Appropriations 3/25/19		0	0	4,000	1,500	1,750	7,250
	APPROPRIATED BUDGET BALANCE		**24,100**	**29,367**	**18,400**	**1,650**	**22,250**	**95,767**
	[illegible] 3/25/19							
	Administrator Date							

12-1

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 3/25/19 - CODE: 001-59320.494

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			**35,100**	**46,500**	**66,500**	**38,500**	**52,960**	**239,560**
BOE-2019-43	Peter Crump Elementary School	Technology Project	4,000					4,000
BOE-2019-44	Jefferson Davis High School	Community Based Instruction (CBI) Class Prom	3,000			1,000		4,000
	Total Appropriations 3/25/19		7,000	0	0	1,000	0	8,000
	APPROPRIATED BUDGET BALANCE		**28,100**	**46,500**	**66,500**	**37,500**	**52,960**	**231,560**

Donald L. Mims 3/25/19

Administrator Date

AGENDA

MAR 25 2019

13-1

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 3/25/19 - CODE: 001-59320.450

Contract Number	Organization	Description of Program	Joint	Infrastructure	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			**110,000**	**246,767**	**145,500**	**97,314**	**151,000**	**209,250**	**177,125**	**1,136,956**
DR-C-2019-41	Americare Financial Group, Inc.	P.E.E.R.S. Program							1,500	1,500
DR-C-2019-42	Montgomery Bible Institute and Theological Center	Educational Programs for Low Income Citizens Regarding Computer Training						5,000		5,000
DR-C-2019-43	Family Sunshine Center	Family Services Program			3,000					3,000
DR-C-2019-44	Kid One Transport System, Inc.	Transport Children and Expectant Mothers to Medical Care	8,000							8,000
**DR-C-2019-24	Nat King Cole Society, Inc.	Restore the Home of the Late Nat King Cole Located on the Campus of Alabama State University		-25,000						-25,000
**DR-C-2019-25	Montgomery S.T.E.P. Foundation	Violence Prevention Program		-10,000						-10,000
**DR-C-2019-26	Southern Youth Leadership Development Institute	Youth Program		-12,500						-12,500
**DR-C-2019-24	Nat King Cole Society, Inc.	Restore the Home of the Late Nat King Cole Located on the Campus of Alabama State University	25,000							25,000
**DR-C-2019-25	Montgomery S.T.E.P. Foundation	Violence Prevention Program	10,000							10,000
**DR-C-2019-26	Southern Youth Leadership Development Institute	Youth Program	12,500							12,500
DR-NC-2019-10	City of Montgomery	Wares Ferry Road Lighting Project					4,027			4,027
DR-NC-2019-11	Alabama Cooperative Extension System	STEM (Science, Technology, Engineering & Math) Prog.	1,250							1,250
	Total Appropriations 3/25/19		56,750	-47,500	3,000	0	4,027	5,000	1,500	22,777
	APPROPRIATED BUDGET BALANCE		**53,250**	**294,267**	**142,500**	**97,314**	**146,973**	**204,250**	**175,625**	**1,114,179**

****Moving appropriated funds made on 2/19/19 from Infrastructure to Joint.**

Donald L. Mims 3/25/19

Administrator Date

AGENDA
MAR 25 2019

14-1

AGENDA

MAR 25 2019

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 1

DEPARTMENT: Board of Registrars **REQUESTED BY:** Cindy Sahlie 3/5/19
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 3/5/19
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ✔
Agenda ☐

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Equipment purchases	001-51920.400	3,650	3,671	7,321
In House Misc Appropriations	001-59310.498	41,363	(3,671)	37,692
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	$ 45,013	$ 0	$ 45,013

JUSTIFICATION: To adjust the budget and request additional funds to cover the cost of replacing 7 computers. Information Systems reviewed the devices and agrees as they cannot handle the new operating and application systems used by the Board.

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AGENDA

MAR 25 2019

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 2

DEPARTMENT: Probate - Elections

REQUESTED BY: Judge Steven Reed — 3/20/19
Elected Official/Dept. Head — Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas — 3/20/19
Finance Director — Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ✔

COUNTY COMMISSION APPROVAL:

Administrator — Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Fuels and Lubricants	001-51910.212	250	80	330
Motor Vehicle Repair	001-51910.234	0	320	320
Repair & Maintenance of Office Equipment	001-51910.233	1,000	(400)	600
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	$ 1,250	$ 0	$ 1,250

JUSTIFICATION: Additional monies are needed for servicing and tires for the Election Center van.

16-1

AGENDA

MAR 25 2019

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 1

DEPARTMENT: Tax & Audit

REQUESTED BY: Terri Henderson 03/19/19
Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 3/19/19
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	0	16,705	16,705
Contract Services	001-51800-304	189,586	(16,705)	172,881
				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: Realign the budget to cover $16,705 in Prior Year Refunds of general fund portion of sales and use taxes due to taxpayers.

17-1

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

MAR 25 2019

March 21, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Performance Evaluation of County Administrator

The County Commission has received from the Personnel Department the Performance Evaluation (Consolidated Report) based upon the individual performance evaluations prepared by Commissioners for my position as County Administrator for the review period September 15, 2017 – September 14, 2018.

I am requesting that the Commission approve this Performance Evaluation and the merit increase, effective September 14, 2018, as per the attached form.

Should you have any questions, please contact me.

DLM/tn

Attachments

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Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

18-1

Administrator, County Commission
Performance Evaluation
(Consolidated Report)

Name: Donnie Mims
Review Period: September 15, 2017 – September 14, 2018
Personnel Dept Staff Member: Kaila Matney
Date: September 20, 2018 – February 21, 2019 [NOTE: Only 4 of 5 Commissioners submitted performance evaluation forms. This consolidated report is reflective of the 4 submitted evaluations.]

Significant Accomplishments:

Identify significant accomplishments during this recent performance period:

See attachment – "Significant Activities and Accomplishments"

Legend: UNA = Unacceptable ACC = Acceptable EXC = Excellent OUT = Outstanding

Major Work Behaviors:	UNA	ACC	EXC	OUT
Serves as administrator to the County Commission in order to ensure that the Commission is informed of county business and to carry out the business of the Commission.			X	
Manages the budget for the County Commission to ensure appropriate expenditure of funds.			X	
Directs the county's financial, material and human resources for the County Commission.			X	
Manages various projects for the County Commission in areas such as economic development, land use, and property development.			X	
Assists the Commission in developing short and long range plans for overall direction of the county.			X	
Supervises personnel to include defining job duties, setting performance standards, evaluating performance, and recommending hiring, promotions, and disciplinary actions to the Commission.		X		
Receives and handles complaints or requests from the public and establishes and maintains an effective working relationship with citizens, elected officials, divisions and department heads, and the media.			X	
Coordinates legal matters of the Commission.			X	

Goals for next performance period:

Development of staff to allow more trust in assigning tasks that need to be completed in a timely manner.
See attachment – A Vision for the County Commission

Z:\STAFF FOLDERS\Kaila\Misc.Projects\Performance Evaluation Forms (Administrators,etc)\County Commission Administrator Evaluation\2017-2018 County Commission Administrator, Consolidated Eval Form.doc

18.2

Administrator, County Commission
Performance Evaluation
(Consolidated Report)

Development Needs:

Motivate staff to perform duties as directed while maintaining a positive environment in the office.
Work to ensure compliance with the Minority Business Initiative Consultant (i.e – regular reports of their activities and progress toward our stated goals.)

This report has been compiled from individual evaluations of the Montgomery County Commission and was compiled by a Personnel Department staff member.

Kaila Martin 2/21/2019

Montgomery City-County Personnel Department Representative **Date**

This evaluation has been reviewed and approved by:

Chairman, Montgomery County Commission **Date**
(with concurrence of the MCC members)

This evaluation has been reviewed and approved by:

Administrator, Montgomery County Commission: **Date**

Z:\STAFF FOLDERS\Kaila\Misc.Projects\Performance Evaluation Forms (Administrators,etc)\County Commission Administrator Evaluation\2017-2018 County Commission Administrator, Consolidated Eval Form.doc

18-3

Significant Activities and Accomplishments
of the Organization
Donald L. Mims, County Administrator
September 15, 2017 – September 14, 2018

1. **Secured Grants**
   Grants received for the 2017/2018 year: Alabama Power Good Roots Grant for Trees for Snowdoun Park - $1,000; Weatherization Grant Total Units 33 - $292,176.
   Grants pending: Eastwood Villa Housing Rehabilitation Community Block Grant - $350,000; Mid-South RC&D Grant for Bleachers at Grady Recreational Facility- $9,126.

2. **Parks and Recreation**
   Parks and Recreation Director James Williams, with the able assistance of Recreation Leader Tucker Rainey, conducted another successful summer program for nearly 300 children at five sites. Activities included kayaking, fishing and archery at Gateway and swimming at the Kershaw YMCA and the City's Sheridan Heights pool. Montgomery County Extension taught "Kid's Catch," a program about food, nutrition, diet and exercise. The Montgomery Education Foundation brought Reading on Wheels and Science, Technology, Engineering and Math (STEM) activities to four sites this summer.

   Parks and Recreation Department is in the process of consolidating all of its equipment in one secure location at the Fleet Maintenance Shop. The site will allow the staff to organize and secure all the materials used throughout the year for programs for youth and seniors, as well as provide delivery and storage space for equipment and materials for the many County parks. Coordinated with General Services to transfer groundskeepers and grounds equipment to Parks and Recreation Department. This is a tremendous advancement for the Parks and Recreation Department.

3. **Risk Management**
   Some Risk Management initiatives over the last year included: continuing an option to receive a discount on monthly contributions if a health risk assessment is obtained. We have continued wellness options including at-work weight watcher classes and discounted YMCA memberships. Our employees continue to receive information on topics such as allergies and diabetes through wellness seminars administered by CareHere. The Americans with Disabilities Act (ADA) transition plan was developed and approved by the Commission to address deficiencies related to accessibility of our rights of way and parks with the coordination of an external planning organization, a consultant and engineers. We have also supervised and administered safety and awareness training which has contributed to reduce accidents and motor vehicle claims.

4. **Finance and Budget**
   Audit: The Examiners of Public Accounts issued an unmodified opinion (Good Audit) on the September 30, 2016 financial statements.

18-4

Budget: The Finance Director Managed the 2018 budget process. Furnished departments with the funding levels for the budget and insured that submitted budgets were within the guidelines. Prepared and submitted a preliminary budget to the Commission for discussion and further review with departments at budget hearings.

Software: The Finance Director serves as the software administrator for security rights under the system. Currently reviewing security upgrades to the system and reviewing a new product for producing the GASB financial reports.

Payroll: The Finance Director with the Payroll and Benefits Manager made system changes for compliance with the RSA Modernization Project for reporting employee enrollment and contributions.

Other: Hired a Deputy Finance Director. Managed and implemented the BBVA merchant card program. ***The County maintained a bond rating of S&P AA and MOODY'S Aa1.***

5. **Purchasing**
   Improved vendor information for bid request. Moved the purchasing department to adequate space in Annex III and reviewed storage needs for maintaining purchasing information

6. **Tax and Audit**
   Implemented new "live" update release of TaxMaster4 (RSI) Tax Auditing Software in February 2018. Amended Montgomery County Taxpayers Bill of Rights to ensure compliance with legislation effected and tax laws and rules changes in FY 2017 and FY 2018 to date including ADOR Rules.

7. **County Administration**
   Coordinated review and development of plans for repair and renovation of County properties in anticipation of bond issue to fund projects. Streamlined preparation of Briefing Memo, Agenda, and Minutes by placing all budgeted Position Fill Requests directly on Agenda (which also streamlines hiring process) and removed Agenda memoranda from body of minutes and included as numbered attachments. In addition, effective January 1, 2018, minutes with attachments are posted on the County website following each meeting. Worked with County Archivist Dallas Hanbury to review records retention schedules and begin process of disposal of non-permanent records according to law, as well as to develop an improved storage system to facilitate ongoing disposal of records. Worked with Acting Juvenile Court Administrator Beverly Wise to engage a consultant to review operations and staffing needs at the Montgomery Youth Facility. Worked with Purchasing Manager Myrtle Singleton to standardize bid preparation with "boiler plate" language to comply with all legal requirements and simplify inclusion of specifications.

18-5

8. **General Services**

On August 1, 2018, General Services Director Lamar Allen completed his second year of employment with Montgomery County Commission. Mr. Allen has proven to be a very valuable employee in that he is an excellent manager of personnel, maintenance, new construction and construction renovation projects. *He managed the following projects: renovation of Annex I first floor and dispatch; repair of the retaining wall at Annex II; and construction of the fleet maintenance shop. Responsible for removal of more than 200 tons of trash and debris from the South Montgomery County property, coordinating with Parks and Recreation Director James Williams on restoration of the properties. Oversaw replacement of the compactor and dumpster at Jail and replacement of carpet at Community Corrections, two projects that had floundered for several years. Acquired new fleet of service vehicles, including a van for the painters. Directed resealing and restriping of six County parking lots and relocation of handicap parking at West Satellite Office. Worked with GMC to produce prototype shower replacement to cure water issues in Jail 2 and to produce bid documents for replacement of 70 showers in Jail 2. Worked with architects to develop schematic drawings to address critical maintenance needs and proposed renovations. Hosted inaugural Support Services staff training and luncheon at the Fleet Maintenance Shop. I commend him for all the steps he has taken over the past year to boost morale of the staff and improve relations with department heads and elected officials.*

9. **Public Affairs**

Public Affairs Manger Hannah Hawk joined the staff in September 2017, bringing an abundance of enthusiasm and fresh ideas to the Commission. *She researched many website design companies and recommended contracting with Visions, a company dedicated to design and maintenance of government websites. Through the design process, she has involved Commissioners and representatives of various departments to ensure that the website meets the needs of the County and will best serve the County's residents and visitors. The County's presence on social media has increased significantly, with an increase of more than 500 followers on Facebook. Montgomery County has a dedicated monthly segment on WSFA, "Montgomery County Mondays." "On the Road" Commission meetings continue to be well attended due, in part, to the efforts of Public Affairs. In addition, a branding effort is underway to develop the framework for future advertisements and promotional efforts.*

18-6

A Vision for the County Commission
Presented By
Donald L. Mims, County Administrator
September 2018-2019

1. **Parks and Recreation**
Review 2011 Parks and Recreation Plan and develop a new Plan with professional assistance. Develop and implement immediate and long-term goals and strategies for the Grady Recreational Facility. Develop collaborative effort with MPS for Arboretum. Develop more structured curriculum for summer programs with attention to specific age groups. Expand events, such as basic health screening and fairs, for seniors focusing on fitness and health.

2. **Risk Management**
Fill the vacant Risk Manager position. Work with the City of Montgomery and the Montgomery Water Works and Sanitary Sewer Board in funding and planning a new CareHere clinic on the County campus. Continue to promote wellness programs to produce a healthier workforce and increased savings to the Healthcare Fund.

3. **Public Affairs**
Launch new website in 2019. Increase social media presence. Engage County employees in all County events and activities. Broadcast live Commission meetings on Facebook and YouTube. Promote "Montgomery County Mondays" on WSFA.

4. **Finance and Budget**
Purchase and implement the new Tyler Tech CAFR builder software needed to prepare the annual GASB financial statement. Complete the migration to remote deposit for County deposits. Do Arbitrage reviews on County debt issues as required. Revise the County policy on the use of Employer Provided Vehicles.

5. **Purchasing**
Work with Information Systems in developing software to allow vendors to register online and respond to quotes.

6. **Sales Tax & Audit**
Continue to work on "live" SRT system programming changes required to implement the new "SD" local sales tax type that goes into effect on October 1, 2018 for "direct pay permit" sales and use taxpayers filing and remitting via the ADOR "One Spot" online system. Continue to work on simplifying tax reports including implementing tax trend charts. Continue to focus on streamlining audit, assessment, taxpayer notifications and other administrative processes using latest technology available with less reliance on traditional paper method whenever possible. Continue to work with software vendor Nitorco Inc., our Information Systems Staff and City of Montgomery Finance and Revenue Staff in further development and implementation of Sales Tax (SRT) Software Joint RFP Program Project. Continue efforts to increase the overall number of taxpayer

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audits conducted and taxpayer site visits in the year ahead by internal staff and by external audit service and collection contract firms to increase taxpayer compliance. Continue coordination efforts with the ADOR and with the City of Montgomery in accordance with existing reciprocal exchange of information sharing agreements specific to taxpayer audits and taxpayer reporting.

7. **Administration**
   Develop a contract template for public works projects less than $50,000 and biddable goods and services to ensure absolute compliance with Alabama's bid laws and public works laws, with the assistance of a Public Works and Bid Law specialist. ***Propose the addition of a compliance officer to the County Commission staff to manage and coordinate bid documents and contracts, miscellaneous appropriations, ethics compliance, and governmental affairs.***

8. **General Services**
   Develop a master plan for maintenance of all County properties. Oversee and coordinate upcoming building projects with an emphasis on good communication with departments impacted by ongoing construction. Clarify structure, duties and chain of command for all Support Services employees and consider reorganization to improve accountability for maintenance of all County properties. Implement new work order and property management system and educate department heads on proper procedures to request work orders and to report housekeeping and other custodial issues. Implement transfer of Groundskeepers to Parks and Recreation and storage of all grounds equipment at Fleet Maintenance Shop, with approval of County Administrator.

18-8

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

MAR 25 2019

March 21, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Job Description for Director of Risk Management

The Montgomery County Commission, at its meeting on March 11, 2019, agreed to place on the next agenda a Job Description for Director of Risk Management.

I am requesting that the Commission approve this item.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

19-1

Director of Risk Management

FLSA: Exempt **CO0109**
Pay Grade: A13 **2/27/19**

__Nature of Work:__ The fundamental reason this position exists is to direct and oversee all aspects of county risk management programs in an effort to minimize cost and liability to the county. The Director of Risk Management is the liaison for the County to other governmental or quasi-governmental entities, outside government agencies, vendors, and the community in risk management matters. The work responsibilities for the position include directing and managing risk management programs including loss prevention, insurance administration and risk assessments; managing employee benefits programs to include employee assistance, health and life insurance, and retirement; oversight of on-site clinics and wellness programs, conducting employee orientation; ensuring compliance of programs; developing and implementing risk management policies/procedures/strategies; analyzing a variety of information; managing and administering safety and training programs; managing the acquisition of services/benefits; managing relationships; and providing risk management guidance and support. The Director of Risk Management is supervised and evaluated by the County Administrator.

WORK RESPONSIBILITIES:

WR1. Directs and oversees all risk management/loss prevention policies, procedures and strategies pursuant to applicable regulations and best practices including identifying risk exposures, uncovered potential losses, safety, accident claims, liability, and/or buildings/property issues in order to minimize costs, liability and risk to the County.

WR2. Directs and oversees all employee benefits, services and self-insurance including all life and health insurance benefits, retirement, unemployment compensation, vehicle insurance, employee orientation, workers' compensation, and/or supplemental benefits.

WR3. Manages employee programs including employee wellness, Employee Assistance Programs (EAP), supplemental insurance, on-site clinics, and/or drug testing to include researching benefits programs and making recommendations for better services.

WR4. Develops, administers and manages county safety and training programs to include assessing training needs, developing and implementing training, conducting safety inspections, documenting safety incidents and issues, evaluating incident/injury reports or sites, and providing recommendations for corrective action following rules and regulations, testing regulations, local laws and contract and/or grant requirements in order to maintain a safe workplace and prevent losses.

WR5. Provides guidance and advice concerning loss potentials for new and proposed County projects and programs.

WR6. Coordinates risk management projects, ideas, purchases, etc. between the County, City of Montgomery, and Montgomery Water Works and Sanitary Sewer.

19-2

WR7. Manages the acquisition of risk management services/benefits to include negotiating with vendors, recommending purchases, and managing the administration of contracts in order to minimize cost exposure and liability.

WR8. Reviews and/or negotiates bills and settlements with insurance or health providers, evaluates legal responsibilities and liabilities and reviews all bills from County Attorneys in order to code the payments to the appropriate department or cost center and determines appropriate actions.

WR9. Ensures the County is in compliance with its internal operating policies and procedures, state bid laws relative to procurement of insurance and services utilizing request for proposals (RFPs), and any external legal, regulatory, or contractual requirements.

WR10. Analyzes data, trends, reports, financials, costs, alternative methods for risk management, hazards, etc. in order to perform risk assessments, develop budgets relative to risk management programs, and detect trends, problems, areas for cost savings, and possible alternatives and make sound decisions.

WR11. Supervises county employees to include evaluating work performance, providing guidance and monitoring subordinates performance standards in a fair and impartial manner in order to provide assistance, discipline, motivation, or counsel, ensure work is being performed correctly and in a timely manner, and ensure the goals and objectives are carried out according to organization standards and procedures.

WR12. Performs department specific administrative duties to include budget development and monitoring, assisting supervisor with financial planning of short and long term goals, working with consultants, managing relationships with third party providers to include brokers, insurers, and administrators in order to contribute to and meet department objectives.

KNOWLEDGE, SKILLS AND ABILITIES: Knowledge of risk management principles and practices to include standards and guidelines, hazard risk, risk identification, risk analysis, risk treatment, and the analysis of risk related to specialized areas such as operational, financial, strategic, and capital investment.

Knowledge of the assessment and treatment of risk related to physical property, intellectual property and reputation, legal and regulatory, management liability, human resource, environmental, crime and cyber, and fleet.

Knowledge of risk financing techniques to include estimating hazard risk, transferring risk through insurance, self-insurance plans, reinsurance, captive insurance, contractual risk transfer, and allocating costs.

Knowledge of public entity risk management to include administration, exposure identification and analysis, liability exposure, risk control, and claim and litigation management.

Knowledge of federal and state laws related to risk management such as workers' compensation laws, safety laws, HIPPA, and ADA.

Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.

Knowledge of retirement, health, leave, deferred compensation, workers' compensation and other employee benefit plans or programs.

Knowledge of various computer applications including word processing and spreadsheets as needed to prepare documents and develop statistical information.

Knowledge of state bid laws relative to procurement of insurance and services utilizing request for proposals (RFPs).

Knowledge of budgeting methods and techniques as needed to project and estimate costs, prepare justifications or make recommendations regarding budgets.

Ability to maintain cooperative relationships as needed to coordinate risk management negotiations, programs, projects, etc.

Ability to exhibit interpersonal sensitivity to include patience, tact, establishing rapport, and determining and utilizing the proper attitude for the situation as needed to show empathy or sympathy, recognize the implications of actions or statements on others, and interact effectively with the individuals and the public.

Ability to communicate ideas in writing to include organizing thoughts in a logical manner, clarity, conciseness, adapting style to the writer, and using proper spelling, punctuation, and grammar as needed to compose narrative summaries, reports, and correspondence and to review and edit the work of others.

Ability to talk to others one-on-one and in groups to include asking the questions needed to get specific information, understanding and relating to people from different backgrounds, using tact, and listening as needed to convey and obtain information effectively.

Ability to communicate information and ideas in speaking so others will understand to include adjusting communications to the audience, accuracy, clarity and conciseness as needed to assign tasks, train staff, communicate with vendors, and gather and provide information.

Ability to develop and accomplish goals and objectives as needed to accomplish work assignments.

Ability to develop policies and procedures relative to risk management.

Ability to solve problems to include identifying possible solutions, analyzing strengths and weaknesses of possible solutions, evaluating the impact of the solutions, and making concrete recommendations and suggestions.

Ability to consider the relative costs and benefits of potential actions to choose the most appropriate one as needed to analyze facts in crises, and make decisions.

Ability to plan and organize to include setting priorities, developing a strategy, following a plan, and accomplishing goals as needed to handle several situations, problems and responsibilities, organize people, equipment and supplies, and manage the time of self and others.

Ability to read and understand information and ideas presented in writing as needed to follow written instructions, interpret various documents and laws, acquire knowledge, and extract and summarize information.

Ability to conduct research as needed to gather information for risk management projects and develop interpretations of laws and administrative procedures.

Ability to supervise the work of subordinates to include evaluating work performance, providing guidance and monitoring subordinates performance standards in a fair and impartial manner as needed to provide assistance, discipline, motivate, or counsel and to ensure work is being performed correctly and in a timely manner.

Ability to exercise initiative, discretion, and judgment in making decisions on behalf of the city and county.

Ability to combine pieces of information to form general rules or conclusions as needed to interpret the value of information and recognize relationships between facts and situations.

Ability to provide leadership to include motivation, development, and the provision of direction to individuals as needed to administer risk management programs.

Ability to manage projects and programs to include developing, monitoring, evaluating, and making adjustments as needed.

Ability to use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.

MINIMUM QUALIFICATIONS: Bachelor's degree in business or public administration or a closely related field such as accounting, finance, risk management, human resource management, or insurance and 8 years of increasingly responsible management experience in all aspects of risk management including safety and loss prevention, insurance administration, property/casualty claims and risk assessments.

APPROVALS:

Supervisor	Date
Division Head	Date
Department Head	Date
Appointing Authority	Date

19-6

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

AGENDA
MAR 25 2019

February 28, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer
2/28/2019

SUBJECT: Salary Request for County Traffic Control Technician I

We have selected Mr. Larry Huffman to fill our currently vacant County Traffic Control Technician I position. Mr. Huffman is currently employed with our department as a County Road Equipment Operator I, Pay Grade S04-04 ($28,861 per year). We respectfully request the County Commission's approval to place Mr. Huffman in the County Traffic Control Technician I position at his present salary, Pay Grade S04-Step 04 ($28,861 per year). There is no additional costs to the County associated with this request.

This approval action is necessary because these two positions are the same pay grade, and, according to City County Personnel, this is not a transfer because it is not the same job. To consider an exception, the minimum qualifications would have to be very similar.

GCS/gcs

File

20-1

March 18, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator

SUBJECT: Promotional Pay Raise

At its meeting on March 11, 2019, Presiding Circuit Judge Johnny Hardwick requested a promotional pay increase for acting Juvenile Court Administrator Beverly Wise. Mrs. Wise assumed those duties January 1, 2017, without any adjustment to her salary. The increase moves Mrs. Wise to Grade A14 Step 10. The Commission agreed to place this item on the next agenda.

I request that the promotional pay increase to Grade A 14 Step 10, effective January 1, 2019, be placed on the next agenda, pursuant to the Commission's discussion at the previous meeting.

JOHNNY HARDWICK
PRESIDING CIRCUIT JUDGE
15TH JUDICIAL CIRCUIT

MONTGOMERY COUNTY COURTHOUSE
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102
EMAIL: Johnny.Hardwick@alacourt.gov

PHONE: (334) 832-1357
FAX: (334) 832-1323

March 7, 2019

Hon. Elton Dean, Chairman
Hon. Ronda Walker, Vice Chairman
Hon. Dan Harris, Commissioner
Hon. Isaiah Sankey, Commissioner
Hon. Doug Singleton, Commissioner

Dear Commissioners:

As Presiding Circuit Judge, I am requesting a promotional pay increase for Mrs. Beverly Wise as she has been serving as acting Juvenile Court Administrator since January 1, 2017 by Order of then Presiding Circuit Court Judge Eugene W. Reese. As Presiding Circuit Court Judge, I have continued that appointment which has placed her outside of her pay classification of Juvenile Probation Supervisor since January 1, 2017.

The Juvenile Court Administrator's position has been vacant since the retirement of Bruce Howell in 2016. The County has not paid anyone from the funds that were allocated in the Juvenile Court budget for the Juvenile Court Administrator's salary for two years. The pay grade for the Juvenile Court Administrator is Grade A14. Since Mrs. Wise has been a Juvenile Probation officer for over 40 years and was a Juvenile Probation Supervisor at pay grade A10 when she was appointed Acting Juvenile Court Administrator in 2016, prior to me becoming Presiding Circuit Judge, I was under the impression that the necessary personnel forms had been completed and submitted to cover her appointment. Upon learning that her pay was not in line with her assignment, I have endeavored to correct the same.

The requested promotional pay increase moves Mrs. Wise to pay Grade A14 step 10 with an annual salary of $108,342.00. Please note that Mr. Howell was being paid more than what is proposed to correct Mrs. Wise's salary. Mrs. Wise has expressed her satisfaction with the solution outlined herein.

Mrs. Wise has performed the additional duties as Acting Juvenile Court Administrator as well as continuing her duties as Juvenile Probation Supervisor for over two years. She has accepted the extra work and has demonstrated her years of experience in guiding the day to day operations at the Youth Facility. Mrs. Wise continues to serve as co-chair to the Montgomery County Children's Policy Council, she serves as the Juvenile Detention Alternatives Initiative

21-2

(JDAI) Site Coordinator, and she is a member of the Mayor's Juvenile Justice Initiative Task Force.

Sincerely,

Johnny Hardwick
Presiding Circuit Judge

AGENDA

MAR 25 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Community Corrections

DEPARTMENT HEAD:

SUPERVISOR: ReBecca Johnson

POSITION INFORMATION:

Position Title: Community Corrections Officer

Position Number: 300359002

Pay Grade: A06 Pay Range: $36,284-$54,214

Proposed Effective Date: April 22, 2019

Type of Hire: (☑) New (☐) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

ReBecca Johnson, Supervisor Date 3/20/19

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 03/20/2019

Employee Benefit Manager

Sherrill Thomas Date 03/20/2019

Finance Director

ADMINISTRATIVE APPROVAL:

_______________________ Date ________

County Administrator

22-1

POSITION FILL REQUEST- BUDGETED VACANCY

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title: Corrections Officer Trainee

Position Number: 500419140 (Replace M Lockwood)

Pay Grade: PCT Pay Range: $31,299

Proposed Effective Date: April 9, 2019

Type of Hire: (☑) New (☐) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 03/13/2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 03/13/2019

Employee Benefit Manager

Sherrill Thomas Date 3/14/2019

Finance Director

ADMINISTRATIVE APPROVAL:

______________________ Date ____________

County Administrator

23-1

AGENDA

MAR 25 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate

DEPARTMENT HEAD: Judge Steven L. Reed

SUPERVISOR: William Flowers

POSITION INFORMATION:

Position Title: Admin Support Specialist

Position Number: 750015001

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

Proposed Effective Date: 4/1/19

Type of Hire: (✔) New ( ) Promotional

Type of Appointment: (✔) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Judge Steven L. Reed Date 3/19/19

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 03/20/2019

Employee Benefit Manager

Sherrill Thomas Date 03/20/2019

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date __________

County Administrator

24-1

AGENDA
MAR 25 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate

DEPARTMENT HEAD: Judge Steven L. Reed

SUPERVISOR: William Flowers

POSITION INFORMATION:

Position Title: Tag and Licensing Supervisor

Position Number: 750052010

Pay Grade: A07 Pay Range: $40,664-$60,755

Proposed Effective Date: 4/1/19

Type of Hire: (☐) New (☑) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Judge Steven L. Reed Date 3/19/19

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 03/20/2019

Employee Benefit Manager

Sherrill Thomas Date 03/20/2019

Finance Director

ADMINISTRATIVE APPROVAL:

______________________ Date __________

County Administrator

24-2

AGENDA
MAR 25 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title: Deputy Sheriff Trainee

Position Number: 550430051 (Replace Joseph Davis)

Pay Grade: PST   Pay Range: $38,236

Proposed Effective Date: April 9, 2019

Type of Hire: (☑) New   (☐) Promotional

Type of Appointment: (☑) Permanent   (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham   Date 03/13/2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring   Date 03/13/2019

Employee Benefit Manager

Sherrill Thomas   Date 3/14/2019

Finance Director

ADMINISTRATIVE APPROVAL:

____________________   Date __________

County Administrator

25-1

AGENDA

MAR 25 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title: Deputy Sheriff Trainee

Position Number: 550430118 (replace G. Thompson)

Pay Grade: PST Pay Range: 38,236

Proposed Effective Date: April 9, 2019

Type of Hire: (☑) New (☐) Promotional

Type of Appointment: (☑) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 3/13/2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 03/13/2019

Employee Benefit Manager

Sherrill Thomas Date 3/14/2019

Finance Director

ADMINISTRATIVE APPROVAL:

_______________ Date _______________

County Administrator

25.2

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Youth Facility

DEPARTMENT HEAD: Beverly Riddle Wise

SUPERVISOR: Brandi K. Alexander

POSITION INFORMATION:

Position Title: Relief Juvenile Detention Officer

Position Number: 910300004 (to replace Adamson)

Pay Grade: PC1 Pay Range: $32,597-$48,705 (Step 1)

Proposed Effective Date: April 8, 2019

Type of Hire: (☑) New (☐) Promotional

Type of Appointment: (☐) Permanent (☑) Temporary

DEPARTMENT APPROVAL:

Beverly Riddle Wise/lp Date March 20, 2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 03/21/2019

Employee Benefit Manager

Sherrill Thomas Date 03/21/2019

Finance Director

ADMINISTRATIVE APPROVAL:

______________________ Date __________

County Administrator

26-1

AGENDA

MAR 25 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Youth Facility

DEPARTMENT HEAD: Beverly Riddle Wise

SUPERVISOR: Brandi K. Alexander

POSITION INFORMATION:

Position Title: Relief Juvenile Detention Officer

Position Number: 910300005 (to replace Q Williams)

Pay Grade: PC1 Pay Range: $32,597-$48,705 (Step 1)

Proposed Effective Date: April 8, 2019

Type of Hire: (☑) New (☐) Promotional

Type of Appointment: (☐) Permanent (☑) Temporary

DEPARTMENT APPROVAL:

Beverly Riddle Wise/lp Date March 20, 2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 03/21/2019

Employee Benefit Manager

Sherrill Thomas Date 03/21/2019

Finance Director

ADMINISTRATIVE APPROVAL:

________________ Date ________

County Administrator

26-2

AGENDA

MAR 25 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Youth Facility

DEPARTMENT HEAD: Beverly Riddle Wise

SUPERVISOR: Brandi K. Alexander

POSITION INFORMATION:

Position Title: Relief Juvenile Detention Officer

Position Number: 910300007 (to replace Vinson)

Pay Grade: PC1 Pay Range $32,597-$48,705 (Step 1)

Proposed Effective Date: April 8, 2019

Type of Hire: (☑) New (☐) Promotional

Type of Appointment: (☐) Permanent (☑) Temporary

DEPARTMENT APPROVAL:

Beverly Riddle Wise/lp Date March 20, 2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 03/21/2019

Employee Benefit Manager

Sherrill Thomas Date 03/21/2019

Finance Director

ADMINISTRATIVE APPROVAL:

______________________ Date ________

County Administrator

26-3

Montgomery County Commission
Travel / Training Request Approval
Request # 16

AGENDA
MAR 25 2019

Date: March 15, 2019
To: Donald L. Mims, Administrator
From: Ronda Walker
Re: Approval for the following travel:

Destination: Point Clear, Alabama
Departure Date: April 4, 2019 Return Date: April 5, 2019
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend the 2019 Alabama Library Association Convention

Traveler (s) Name: 1. Ronda Walker 4.
2. 5.
3. 6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [✓] Other (Specify) [ ]

Total (est.) Cost: $502.64 Advance Registration Required: $0.00
Department Name: County Commission Fund Name: General
Additional Comments:
Lodging- $220.00 Meals- $75.00 Mileage- $ 207.64

To: Ronda Walker
From: Donald L. Mims, Administrator
The above request is app. 3/25/19 reimbursement of actual and necessary expenses in the approximate amount of $502.64 and advance registration of $0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	001-51100.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$25,000.00	
Approved Requests:	$19,616.59	
Budget Available:	$5,383.41	
Current Requests:	$502.64	
Budget Balance:	$4,880.77	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 3/18/2019
cc: Finance Director / Buyer

27-1

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA
MAR 25 2019

Date: March 19, 2019
To: Donald L. Mims, Administrator
From: Sherrill Thomas, Finance Director
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: April 12, 2019 Return Date: April 12, 2019
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend AGA - Montgomery Chapter Spring Prof Development Training
Qualifies for 8 CPE hours 2019 CRE requirement

Traveler (s) Name:
1. Twyla Jackson
2.
3.
4.
5.
6.

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

Total (est.) Cost: $199.00 Advance Registration Required: $199.00
Department Name: Finance Fund Name: General
Additional Comments: Registration $199.00

To: Sherrill Thomas, Finance Director
From: Donald L. Mims, Administrator
The above request is app. 3/25/19 reimbursement of actual and necessary expenses in the approximate amount of $199.00 and advance registration of $199.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51110.265	(ex: 000-00000-000)
Description:	Registration and Training	
Current Budget:	$3,000.00	
Approved Requests:	$598.63	
Budget Available:	$2,401.37	
Current Requests:	$199.00	
Budget Balance:	$2,202.37	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 3/19/2019
cc: Finance Director / Buyer

27-2

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 23

AGENDA

MAR 25 2019

Date: March 8, 2019

To: Donald L. Mims, Administrator

From: Sheriff Derrick Cunningham

Re: Approval for the following travel:

Destination: Newnan, Ga

Departure Date: 04.15.2019 Return Date: 04.18.2019

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: attend annual Mantracker K9 Seminar

Traveler (s) Name:
1. David Talley
2. Josh Henry
3. Tim Heath
4.
5.
6.

Check Mode of Transportation:

County Vehicle	✔	Commercial Air	☐
Private Vehicle	☐	Other (Specify)	☐

Total (est.) Cost: $1,770.00 Advance Registration Required: $0.00

Department Name: Montgomery County Sheriff's Office Fund Name: 001-52110.380

Additional Comments:

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 3/25/19 reimbursement of actual and necessary expenses in the approximate amount of $1,770.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department	
Fund Code:	001-52110.380 (ex: 000-00000-000)
Description:	Canine Investigations
Current Budget:	$45,300.00
Approved Requests:	$26,512.00
Budget Available:	$18,788.00
Current Requests:	$1,770.00
Budget Balance:	$17,018.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/14/2019

cc: Finance Director / Buyer

27-3

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 6

AGENDA
MAR 25 2019

Date: March 12, 2019
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Pelham, AL
Departure Date: April 04, 2019 Return Date: April 04, 2019
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: AAAO Meeting

Traveler (s) Name:
1. Donna Raney
2.
3.
4.
5.
6.

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

Total (est.) Cost: $162.00 Advance Registration Required:
Department Name: Appraisal Fund Name: Reappraisal
Additional Comments: Mileage: $87.00 Lodging: $0.00 Meals: $75.00
Registration: $ 0.00
TOTAL EST. COST: $162

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator
The above request is app. 3/25/19 reimbursement of actual and necessary expenses in the approximate amount of $162.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	120-51985.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$30,000.00
Approved Requests:	$11,807.28
Budget Available:	$18,192.72
Current Requests:	$162.00
Budget Balance:	$18,030.72

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 3/12/2019
cc: Finance Director / Buyer

27-4

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 7

AGENDA
MAR 25 2019

Date: March 18, 2019
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Spanish Fort, AL
Departure Date: May 13, 2019 Return Date: May 17, 2019
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Personal Property Audits

Traveler (s) Name: 1. Shamari Cooke 4.
2. 5.
3. 6.

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

Total (est.) Cost: $1,464.08 Advance Registration Required: $300.00
Department Name: Appraisal Fund Name: Reappraisal
Additional Comments: Mileage: &189.08 Lodging: $600.00 Meals: &375.00
Registration: $300.00

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator
The above request is app. 3/25/19 reimbursement of actual and necessary expenses in the approximate amount of $1,464.08 and advance registration of $300.00 is authorized.

To be completed by the Finance Department		
Fund Code:	120-51985.265	(ex: 000-00000-000)
Description:	Registration and Training	
Current Budget:	$30,000.00	
Approved Requests:	$11,807.28	
Budget Available:	$18,192.72	
Current Requests:	$1,626.08	
Budget Balance:	$16,566.64	

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas
Date: 3/19/2019
cc: Finance Director / Buyer

27-5

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 8

AGENDA
MAR 25 2019

Date: March 18, 2019
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Montgomery AL
Departure Date: June 17, 2019 Return Date: June 21, 2019
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Alabama Real Property Appraisal Manual

Traveler (s) Name:
1. Kahlia Bell
2. Chris Kervin
3.
4.
5.
6.

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

Total (est.) Cost: $600.00 Advance Registration Required: $600.00
Department Name: Appraisal Fund Name: Reappraisal
Additional Comments: Mileage: $0.00 Lodging: $0.00 Meals: $0.00
Registration: $600.00
TOTAL EST. COST: $600.00

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator
The above request is app. 3/25/19 reimbursement of actual and necessary expenses in the approximate amount of $600.00 and advance registration of $600.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department

Fund Code:	120-51985.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$30,000.00
Approved Requests:	$11,807.28
Budget Available:	$18,192.72
Current Requests:	$2,226.08
Budget Balance:	$15,966.64

Reviewed by: S. Thomas
Date: 3/19/2019
cc: Finance Director / Buyer

27-6

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 9

AGENDA
MAR 25 2019

Date: March 20, 2019
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Mt. Juliet, TN
Departure Date: April 08, 2019 Return Date: April 12, 2019
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: IAAO Course 300 - Fundamentals of Mass Appraisal

Traveler (s) Name:
1. J'Varra Martin
2.
3.
4.
5.
6.

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

Total (est.) Cost: $1,580.00 Advance Registration Required: $355.00
Department Name: Appraisal Fund Name: Reappraisal
Additional Comments: Fuel $100.00 Lodging: $750.00 Meals: $375.00
Registration: $355.00
** Request Out of State Travel on County Vehicle**

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator
The above request is app. 3/25/19 reimbursement of actual and necessary expenses in the approximate amount of $1,580.00 and advance registration of $355.00 is authorized.

To be completed by the Finance Department

Fund Code:	120-51985.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$30,000.00
Approved Requests:	$11,807.28
Budget Available:	$18,192.72
Current Requests:	$3,806.08
Budget Balance:	$14,386.64

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 3/20/2019
cc: Finance Director / Buyer

27-7

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA
MAR 25 2019

Date:	March 11, 2019
To:	Donald L. Mims, Administrator
From:	ReBecca Johnson, Assistant Director
Re:	Approval for the following travel:

Destination: Montgomery Police Department Range

Departure Date: April 25, 2019 Return Date: April 25, 2019

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: To attend the 2019 Alabama Council on Crime & Delinquency Workshop

Traveler (s) Name: 1. Jeffery Solomon 4. ______
2. ______ 5. ______
3. ______ 6. ______

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

Total (est.) Cost: $25.00 Advance Registration Required: $25.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments:

To: ReBecca Johnson, Assistant Director

From: Donald L. Mims, Administrator

The above request is app. 3/25/19 reimbursement of actual and necessary expenses in the approximate amount of $25.00 and advance registration of $25.00 is authorized.

To be completed by the Finance Department		
Fund Code:	124-52960.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$9,900.00	
Approved Requests:	$4,030.00	
Budget Available:	$5,870.00	
Current Requests:	$25.00	
Budget Balance:	$5,845.00	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/12/2019

cc: Finance Director / Buyer

27-8

Revised 2/8/17

AGENDA

MAR 2 5 2019

RESOLUTION

WHEREAS, Randall L. George has been a strong advocate for Montgomery County, striving to serve the best interests of his home for 46 years through the Montgomery Area Chamber of Commerce; and

WHEREAS, he began his career with the Chamber in 1976 in economic development; and

WHEREAS, in 1988, he was promoted to President of the Montgomery Area Chamber of Commerce by the Board of Directors; and

WHEREAS, during his tenure at the Montgomery Chamber, the organization has received numerous national recognitions for its achievements, including being twice named as one of the top ten economic development organizations in the country; and

WHEREAS, Mr. George has served as executive staff of the Montgomery Area Committee of 100 and the Industrial Development Board of the City of Montgomery; served on the Board of the American Chamber of Commerce Executives, the Business Council of Alabama, Leadership Montgomery and Envision 2020; served as past president of the Chamber of Commerce Executives Association of Alabama, the Economic Development Association of Alabama, the Southern Association of Chamber of Commerce Executives; and serves on the U.S. Chamber of Commerce Committee of 100; and

WHEREAS, he is the recipient of the Jamie Wallace Award in recognition of outstanding service for dedication to and professionalism in Building a Better Alabama through strong Chambers of Commerce; and

WHEREAS, he is a graduate of the Economic Development Institute at the University of Oklahoma, the Institute for Organizational Management at the University of Georgia, the center for Creative Leadership in Greensboro, North Carolina; and

WHEREAS, he earned the "Certified Economic Developer" designation by the International Economic Development Council (IEDC) in 1976 and has kept his professional credentials current through 2021 by routinely speaking and attending meetings with other industry professionals; and

WHEREAS, Mr. George has worked tirelessly to provide exceptional service to the Chamber members and to improve the economic well-being of the business community and enhance the quality of life of the area through the creation and preservation of jobs; and

WHEREAS, after nearly five decades, Mr. George has decided to retire.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby recognize, commend and thank Mr. Randall L. George for his 46 years of dedication and commitment, and acknowledges that under his leadership, Montgomery and the River Region as well as the state of Alabama have reaped the rewards of billions of dollars of investment to the area through new recruitment, growth and expansion of businesses and industry and recognize Montgomery County, Alabama is better because of him.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 25th day of March, 2019.

28-1

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, April 8, 2019, at 4:00 in the afternoon.

Administrator

Chairman